



**Town Council
Monday, April 6, 2026
4:00 PM**

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

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

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Proclamations and Presentations**
- 4. Public Comment**

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

- 5. Consent Agenda**

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

5.A. 2026 Draft Agendas

5.B. Minutes for Approval

5.C. Ordinance No. 06, 2026 - Regarding Revised 2026 Budget - 1st Reading

- 6. Administrative Reports**

6.A. CORE Presentation RE 2026 Scope & Services

6.B. CGRB Recommendations for Funds & Resolution No 11, 2026

6.C. CGRB Criteria for 2026-27 Grant Cycle

6.D. Resolution No. 10, 2026 - Regarding Little Red Schoolhouse Lease

6.E. Council consideration of a Draw Site Peer Review Letter of Agreement

7. 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.

8. Policy/Legislative Public Hearings

8.A. Ordinance No. 04, 2026 - Wildfire Resiliency Code - 1st Reading & Discussion
Regarding Voluntary Fire Mitigation Program for Landscape and Structures

8.B. Ordinance No. 07, 2026 - Regarding Building Code Updates - 1st Reading

8.C. Ordinance No. 02, 2026 - Regarding Sign Plan for Snowmass Village Mall &
Gateway Buildings - 2nd Reading

8.D. Ordinance No. 03, 2026 - Regarding Sign Plan for Timbermill Building &
Aspen SkiCo Tenant - 2nd Reading

9. Town Council Reports and Actions

Reports and Updates

10. Adjournment

2026 DRAFT Agenda Overview

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

Topic to incorporate:

- Add spring clean up/annual trash pickup to a future workshop agenda.
- Discussion RE gas vs electric mowers and leaf blowers
- E-Bikes safety issues
- POST Office Update—Next steps, opportunities for improvement?
-

Monday April 6 – Regular Meeting

- Presentation from CORE regarding 2026 Scope of Services
- Reso for CGRB recommendations and distribution of funds
- Adopt Grant Criteria for 2026-27 grant Cycle
- Letter of Agreement for the Peer review of the Draw Site
- Ord—1st reading – building code AND Wildfire Resiliency code
- Discussion on voluntary fire mitigation program for landscape and structure
- First reading ord of revised 2026 budget (consent)
- Consider Little Red Lease
- 2nd reading - - an Ordinance approving an amended and restated consolidated comprehensive sign plan for the Snowmass Village Mall and Gateway buildings. (end of agenda)
- 2nd reading - - an Ordinance approving an amended and restated consolidated comprehensive sign plan for the Timbermill and Aspen SkiCO tenant. (end of agenda)

Monday April 13 – Work Session

- New RWAPA Director – Paula Stepp intro
- SWSD Presentation
- Update on Krabloonik Site
- Review Thrive Advisory Committee applications
-

Monday April 20 – Regular Meeting

- Ord—2nd reading – building code AND Wildfire Resiliency code
- 2026 to 2030 Pitkin County Age-Friendly Initiative Presentation– Dr. Chad Federwitz
- 2nd reading ord of revised 2026 budget/ financial update
- 2026 Community Survey
- First Reading of e-bike ordinance
- Town Attorney Update

2026 DRAFT Agenda Overview

Thursday April 23rd - EOTC Meeting – 3-6pm or Retreat – Aspen

Monday May 4 – Regular Meeting

- Summer event overview April (or May 4)

Monday May 11 – Work Session (High School Award Night)

Monday May 18– Regular Meeting

- Willows Reconstruction- Ord – PH – 1st Reading
-

Monday June 1 – Regular Meeting

- Holy Cross Update
- Exec Session – personnel – performance reviews
- November Election discussion
- Willows Reconstruction- Ord – PH – 2nd Reading

Monday June 8 – Work Session

-

Monday June 15 – Regular Meeting

- Exec Session – personnel – Performance reviews

Monday July 6 – Regular Meeting

- Election Reso Auth to participate & IGA with Pitkin -or July 20 (has to be 100 days before election)
-

Monday July 13 – Work Session

Thursday July 23 – EOTC Regular Meeting – 4-6pm - Aspen

Monday July 20 – Regular Meeting

Monday Aug 3 – Regular Meeting

- Town Attorney Update
- Election Resolution – Ballot Language or Aug 17th

Monday Aug 10 – Work Session

Monday Aug 17 – Regular Meeting

- EOTC Budget/work plan – Linda DuPriest

Tuesday Sept 8 – Regular Meeting

- Reso in support of – ballot
-

Monday Sept 14 – Work Session

2026 DRAFT Agenda Overview

~~Monday Sept 21 – Regular Meeting (Yom Kipper) Move~~

Tues Sept 22 – Regular Meeting

-

Monday Oct 5 – Regular Meeting

- Budget
- Town Attorney Update
- B & C application & appointment procedure update
-

Monday Oct 12 – Work Session

- Budget

Monday Oct 19 – Regular Meeting

- Budget – Comments from FAB

Thursday Oct. 22nd – 4-6pm EOTC Budget Meeting - Pitkin

Wednesday Nov 4 – Regular Meeting – due to election day

- GID Meeting - Adopting the GID Budget
- Budget Adoption
-

Tuesday Nov 9 – Work Session

Monday Nov 16 – Regular Meeting

- Swear in New TC members and Mayor
- B & C Applications

Monday Dec 7– Regular Meeting

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

Monday Dec 14 – Special Meeting

- GID Meeting – set Mill Levy
- B & C Interviews/Discussion

Monday Dec 21 – 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

2026 DRAFT Agenda Overview

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



**Town Council
Monday, March 2, 2026
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](https://www.tosv.com).

Minutes

1. Call to Order

Mayor Shenk called to order the Regular Meeting of the Snowmass Village Town Council on Monday, March 2, 2026 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 anytime.

2. Roll Call

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

Council Members Absent: none

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Greg LeBlanc, Assistant Town Manager; Dave Shinneman, Community Development Director; Kevin Rayes, Housing Director; Rick Carroll, Communications Specialist ; Anne Martens, Public Works Director; Kevin Kieran, Senior Planner and Megan Harris Boucher, Town Clerk.

Public Present: Hiram Champlin, Doug Mercatoris, Dave Mercatoris and Pat Smith.

3. Public Comment

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None.

4. Joint Public Meeting with Planning Commission

Planning Commission Chair Dubé called the Planning Commission meeting to order.

Planning Commission Members present: Matt Dubé, Brian Marshack, Jim Gustafson, David Seglin, Stan Clauson, Tom DeNapoli and Maggie Helmig(virtual).

Planning Commission Members absent: none.

4.A. Snowmass Village Community Foundation's Pre-Sketch review of the Daly Lane Parcel

The Town Council and Planning Commission held a joint meeting to review a pre-sketch application for employee housing on the Daly Lane parcel. The applicant, Snowmass Village Community Foundation represented by Pat Smith with TPEH LLC, presented a proposal for a 42-unit modular employee housing project on the site across from the transit center.

The proposal included studios, one-bedroom, and two-bedroom units in a three-story building with walkout basement. The project would rely on numbered parking lots rather than providing on-site parking. Smith explained this project was the first of three potential developments in the area, noting they had submitted sketch plans for the Mountain Chalet and Timber Mill sites as well. He indicated the employee housing project would proceed regardless of whether the other developments move forward, though it could serve as mitigation for those projects if they do proceed.

Both Council and Planning Commission members expressed concerns about parking capacity, architectural designs, building scale and massing, circulation and compatibility with adjacent properties.

Dave Mercatoris, representing the Pokalodi, provided detailed concerns about the site's constraints. He emphasized that the site is smaller and more constrained than it appears, with access only from Daily Lane. He noted the site drops significantly below Daily Lane ground level, creating challenges for construction and utilities. Dave Mercatoris expressed concerns about impacts on the Pokalodi, including loss of sunlight and views, and noted that the property has been maintained by the Pokalodi for years without compensation. He suggested the project would only make sense if combined with redevelopment of adjacent properties like the Snowmass Inn.

Former Mayor Doug Mercatoris provided historical context about the site's ownership, explaining that during the dissolution of the Snowmass Resort Association (SRA), most land between buildings was deeded to adjacent properties for free, but this particular parcel went to the Snowmass Community Foundation instead. He indicated this was

contrary to the general pattern and suggested the land should have been split between the Snowmass Inn and Pokalodi.

Hiram Chaplin, former SRA board chairman, and current board member of the Snowmass Village Community Foundation, provided extensive background on the dissolution process and the creation of the Snowmass Village Community Foundation. He explained that the foundation was formed with remaining SRA assets, including this developable parcel, with the intention to monetize it for community benefit. Chaplin expressed frustration with unresolved issues from the 2006 group sales agreement with the town, particularly regarding numbered lot allocation among original stakeholders. He clarified that the foundation would sell the land to the developer, with proceeds going to community benefit through the foundation.

The discussion concluded with general agreement that the site could be appropriate for employee housing, but significant concerns remained about parking, architectural design, site constraints, relationship with adjacent properties, and the ownership/management model. The applicant indicated they would consider the feedback and potentially return with a revised pre-sketch or proceed to sketch plan application.

Commissioner Gustafson motioned to adjourn. Commissioner Clauson seconded. All in favor.

Planning Commission adjourned at 5:37pm.

Mayor Shenk called for a 5-10 minute break.

5. Consent Agenda

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5.A. Town Council Draft Agendas

5.B. Minutes for Approval

5.C. Resolution No. 07, 2026 RE High Impact Events and Construction restrictions

5.D. Ordinance No. 02, 2026 - AN ORDINANCE APPROVING AN AMENDED AND RESTATED CONSOLIDATED COMPREHENSIVE SIGN PLAN FOR THE SNOWMASS VILLAGE MALL AND GATEWAY BUILDINGS - Continue
Second Reading

5.E. Ordinance No. 03, 2026 - AN ORDINANCE APPROVING THE AMENDED AND RESTATED COMPREHENSIVE SIGN PLAN FOR THE TIMBERMILL BUILDING AND THE ASPEN SNOWMASS SKIING COMPANY TENANT - Continue Second Reading

Council Member Fridstein requested that Jim Kehoe's presentation about the entryway and rodeo be added to the next work session meeting. Mayor Shenk noted upcoming EOTC meeting dates and potential quorum issues, with most members indicating availability but Town Clerk Boucher will email to confirm. Council Member Gustafson requested a discussion on the Krabloonik property with next steps for the summer be added on to the April 13th work session agenda. Town Manager Clint Kinney indicated they would have more information available after testing results are received. Council Member DeAngelo requested future agenda items including discussion of Draw site housing prioritization and postal system capacity issues related to new housing developments. She emphasized wanting to understand the process for postal service expansion and allocation of post office boxes as the community adds housing units.

Council decided to continue the second readings of Ordinance No. 02 and 03 to April 6, 2026. As the meeting was noticed as a public hearing, Mayor Shenk asked if there was any public comment for these Ordinances. No public members came forward to comment.

Council Member Fridstein motioned to approve the consent agenda including Town Council Draft Agendas, Minutes for Approval, Resolution No. 07, 2026 regarding High Impact Events and Construction restrictions, and to continue the second reading of Ordinances No. 02 and 03, 2026 related to comprehensive sign plans to April 6, 2026. Council Member Marolt seconded. All in favor.

6. Public Hearings - Quasi-Judicial Hearings

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

7. Policy/Legislative Public Hearings

7.A. Consideration of Ord. No. 05, 2026 - Emergency Ordinance amending the budget RE Roundabout

Public Works Director Anne Martens explained the ordinance amends the capital improvement fund budget to cover water and sanitation district work as part of the Owl Creek and Brush Creek roundabout project. The work will be performed under the Town's contract with reimbursement from the water district for administrative efficiency.

Council Member Fridstein motioned to approve Ordinance No. 05, 2026. Council

Member Marolt seconded. Roll call vote. All in favor.

Public Works Director Anne Martens provided an update on the roundabout construction, indicating work would begin in two weeks with utility relocations, followed by two main construction phases through October.

8. Administrative Reports

9. Town Council Reports and Actions

Reports and Updates

Council Member Gustafson reported on joining the Pitkin County Library steering committee, with a meeting scheduled for March 12th at 1 PM. She also reported on the Citizens Grant Review Board meeting, praising the board's commitment and thorough research in fund allocation decisions.

Mayor Shenk reported on the successful Share a Drink with Council community event, encouraging more public participation. She noted the upcoming Council/PTRAB event on March 11th from 4:30-6:00 PM at The Collective. She praised the Mardi Gras event despite cold weather, noting community desire for expansion, particularly when it moves to Saturday next year. She raised concerns about competing DJs between Venga Venga and the Viewline, creating noise conflicts on the mall that disturb visitors and potentially harm other businesses.

Council Member Fridstein reported on RWAPA (Roaring Fork Water and Power Authority) meetings, noting a new executive director, Paula Stepp, as April Long transitions to West Mountain Housing Authority. He highlighted serious upcoming water issues due to insufficient snowmelt and discussed the watershed collaborative meeting planned for May. He also reported on challenges with funding for invasive species management at Ruedi Reservoir, noting federal and state funding cuts that may require increased municipal contributions. Fridstein also reported on PTRAB's concerns about short-term rental fee increases from \$300 to \$400, which some viewed as inappropriate taxation. He noted general opposition to vacancy tax concepts.

Council Member Marolt provided a brief update on Nordic Council discussions about snowmaking for the Aspen golf course area and around the high school, noting water rights complications for the high school area due to shared rights with Aspen Highlands. She indicated that the golf course area was more viable for snowmaking development in the possible near future.

10. Executive Session

10.A. Executive Session

Mayor Shenk read the legal language for the Executive Session.

At 6:11 pm Council Member Fridstein motioned to go into Executive Session. Council Member DeAngelo seconded. All in favor.

11. Adjournment

Mayor Shenk moved to reconvene the regular meeting. Council Member Fridstein seconded. All in favor. Reconvened at 8:18 PM.

Council Member Fridstein motioned to adjourn. Mayor Shenk seconded. All in favor.

Adjourned at 8:18 PM.

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, April 6, 2026.

Submitted By,

Megan Harris Boucher, Town Clerk



**Town Council
Monday, March 16, 2026
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](https://www.tosv.com).

Minutes

1. Call to Order

Mayor Shenk called to order the Regular Meeting of the Snowmass Village Town Council on Monday, March 16, 2026 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 anytime.

2. Roll Call

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

Council Members Absent: none

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Greg LeBlanc, Assistant Town Manager; Dave Shinneman, Community Development Director; Michelle Bonfils, future Community Development Director; Kevin Rayes, Housing Director; Rick Carroll, Communications Specialist; Anne Martens, Public Works Director; Betsy Crum, Special Project Manager; Brian McNellis, Senior Planner; Emily Geraci, Tourism Coordinator and Megan Harris Boucher, Town Clerk.

Public Present: Jessica Garrow, Stefan De Baets, Maxence Bonnamain, Jeff Gorsuch, Alejandra Aliaga, Casey Peck, Mandy Castillo, Jennifer Gil, Suzanne Inglis, Janet Levenson, Molly Somes, Cassidy Morneau, Krystal Nimigian, Patrick Rawley, Sara Tie and Tristan Francis.

3. Public Comment

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None.

4. Joint Meeting with Planning Commission

Planning Commission Vice Chair Brian Marshack called the Planning Commission meeting to order.

Planning Commission Members present: Brian Marshack, Jim Gustafson, David Seglin, Stan Clauson, Tom DeNapoli and Maggie Helmig.

Planning Commission Members absent: Matt Dubé.

4.A. Ritz Carlton (Viewline) Hotel Pre Sketch Meeting

Community Development Director Dave Shinneman introduced new Community Development Director Michelle Bonfils and then introduced the pre-sketch application for the Ritz Carlton (formerly Viewline) redevelopment by Elevated Snowmass, LLC. The applicant team included Jessica Garrow from Design Workshop, Stefan De Baets (President of Elevated), and Maxence Bonnamain (General Manager).

Stefan De Baets presented the development vision, explaining his company's 16-year history in the valley and acquisition of the Viewline property. He emphasized the aging infrastructure's challenges, noting the 67-year-old building requires complete redevelopment due to inefficient systems and safety concerns. The proposed development would create a world-class, family-friendly resort maintaining Snowmass's distinct character from Aspen.

Jessica Garrow outlined existing conditions, including inadequate parking, minimal deed-restricted housing, and small average unit sizes (367 square feet). She described infrastructure problems from buildings constructed in different eras with incompatible systems, significant grade changes requiring complex navigation, and delivery conflicts.

Maxence Bonnamain detailed operational challenges, including HVAC failures affecting 15-30 guest calls nightly, frequent fire alarms, sewage backups during peak occupancy, non-functioning elevators, and outdated conference facilities. The property's 44% not intent-to-recommend rate reflects these infrastructure issues despite improvements under new ownership.

The proposed redevelopment includes six buildings with 150 hotel keys, 62 fractional units, 80 workforce housing units, conference facilities, and retail/restaurant space. The design features two 8 story buildings with underground parking (180 spaces) and enhanced outdoor amenities. The project emphasizes family-oriented accommodations

with larger rooms, kids' clubs, and integrated workforce housing.

Planning Commission members raised concerns about solar studies for shading impacts, fractional unit availability, building scale and height, site circulation, conference space reduction, and workforce housing capacity. Council members expressed support for the redevelopment concept while noting concerns about mass and scale, business displacement during construction, and ensuring adequate conference facilities.

The applicant emphasized the Ritz Carlton brand's family appeal and place-driven luxury approach. They are committed to working with the community on design refinements and addressing concerns about preserving Snowmass Village's character while creating world-class accommodations.

Public Comment

Jeff Gorsuch, an Aspen resident with 50+ years of family business history, spoke as a tenant of the Viewline. He praised De Baets's family-focused approach and expressed support for the campus concept and workforce housing integration. He emphasized proof of funding as an obligation and noted missed opportunities in Base Village for diverse ownership and dining options. He supported the campus idea with mixed uses and praised the design direction, referencing successful mountain communities like Chamonix, St. Moritz, and Lech.

Mayor Shenk thanked all participants and acknowledged community recognition of aging infrastructure throughout Snowmass. She expressed gratitude for the opportunity to reimagine one of the community's central areas and looked forward to future presentations. De Baets thanked everyone for comments and committed to taking feedback and returning soon with revisions.

Planning Commission Vice Chair Brian Marshack moved to adjourn the Planning Commission meeting. Second by Commissioner Clauson. All in favor.

Mayor Shenk called for a 5-10 minute break.

5. Consent Agenda

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5.A. 2025 Draft Agendas

5.B. Resolution regarding Town's DOLA Grant Request

5.C. Resolution regarding Roundabout Easements

Council discussed agenda modifications, including moving the Thrive Committee applications to April 13th and potentially rescheduling the sign plan review. Staff will look at logistics and confirm with Council.

Council Member Marolt motioned to approve the Consent Agenda including Resolution No. 08 and 09, 2026. Council Member DeAngelo seconded. All in favor.

6. Public Hearings - Quasi-Judicial Hearings

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

7. Policy/Legislative Public Hearings

8. Administrative Reports

8.A. Draw Site Owner's Review

Housing Director Kevin Rayes presented updates on the Draw Site housing project following preliminary plan approval in January. The presentation covered three main topics: financing partnerships with locally owned businesses, site plan modifications responding to Council conditions, and roof form alternatives.

Financing Partnerships: Staff proposed creating a business district to include locally owned, locally serving businesses in Draw Site financing. Participating businesses would pay fees in exchange for priority housing units once construction is complete. This would complement existing partnerships with Pitkin County and Aspen School District while including smaller local businesses that cannot provide upfront capital.

Site Plan Modifications: The revised design addressed Council's conditions by relocating parking garage entrance northward, removing five plaza parking spaces, moving stairwell to the south side, and creating enhanced outdoor recreation areas including ping pong, rock climbing wall, and basketball court. These changes improved pedestrian safety by eliminating conflicts between pedestrians and vehicles.

Roof Form Alternatives: Two options were presented - the original shed roof design and a new downward-sloping roof alternative that reduces perceived mass and better complements the surrounding landscape. The new design requires removing one bedroom but creates a softer visual impact.

Site Plan modifications reduced parking from 103 to 95 spaces (still exceeding the 90-space code requirement) and added a new trail connection to the Point Site pocket park adjacent to town hall. The pedestrian route now avoided direct crossing of parking areas, instead following sidewalks around the upper garage entrance.

Council members appreciated the pedestrian improvements, enhanced outdoor space, and roof modification. Some Council Members expressed exploring car-free unit pilots to gather data on reduced parking needs and continued expressing concerns regarding height and visual impacts of the project.

After extensive discussion about the project's visual impact and community concerns, Council discussed engaging Kehoe as a peer reviewer before proceeding to the final plan submission. Kinney agreed to pursue the peer review approach, emphasizing the importance of achieving Council comfort level during the owner's review phase before proceeding to final review. All Council members supported this direction.

8.B. Entryway & Rodeo Facility Beautification discussion & request for approval

Council reviewed bleacher color samples at the rodeo grounds before the meeting. The proposed color scheme was generally approved, though Council Member Fridstein requested minor tweaks to the vertical color to better match the surrounding landscape. The project timeline was adjusted to begin work after the rodeo season ends, with completion planned before the following season.

9. Town Council Reports and Actions

Reports and Updates

Council Member Gustafson attended a recent library focus group. She also attended Sister Cities meetings regarding medical exchanges with Bariloche, and the upcoming Garmisch 60th anniversary celebration coinciding with Snowmass Village's October events.

Council Member Fridstein highlighted community concerns about employee housing residents struggling to meet work hour requirements due to poor snow conditions and economic impacts. Town Manager Kinney confirmed staff's flexibility in addressing these situations and committed to better publicizing available assistance.

Mayor Shenk reported on the recent RFTA meeting where they introduced new non-voting board members from Garfield County and Rifle. She described challenges with the Hogback service funding following Garfield County's budget cuts, noting potential service discontinuation after November without sustainable funding solutions. RFTA is also developing a regional trail safety committee to address pedestrian-bicycle conflicts, particularly on the Rio Grande Trail. System ridership is down 12.3% year-to-date due to weather and reduced tourism. Mayor Shenk announced her upcoming participation in

Women Who Lead at the Collective and a Mayors forum panel discussion on regional challenges and opportunities at Ridge Commons in Glenwood Springs, both free community events.

10. Adjournment

Council Member Gustafson motioned to adjourn. Council Member Fridstein seconded. All in favor.

7:38pm

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, April 6, 2026.

Submitted By,

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6, 2026

AGENDA ITEM:

Review of the 2025 Unaudited Year-end Update and 2026 Budget Revisions

And

Consideration of ORDINANCE NO. 06, SERIES OF 2026-FIRST READING OF **AN ORDINANCE AMENDING THE 2026 BUDGET FOR THE GENERAL FUND, RETT FUND, ROAD FUND, TOURISM FUND, HOUSING FUND, CAPITAL EQUIPMENT RESERVE FUND, REOP FUND AND THE CAPITAL IMPROVEMENT PROJECT FUND FOR THE TOWN OF SNOWMASS VILLAGE.**

PRESENTED BY:

Clint Kinney, Town Manager
Marianne Rakowski, Finance Director

BACKGROUND:

Staff will review the 2025 unaudited year-end financial numbers for the Town funds during the Second Reading of the Ordinance on April 20th.

The Town's financial update continues to be good news. All funds ended 2025 with an increase in fund balance from the 2025 Budget with the exception of the Lottery Fund where lottery proceeds did not meet budget. Overall, the revenues exceeded our expectations and Town staff stayed committed to effectively managing the expenditures throughout 2025 to remain in a strong financial position.

In a nutshell, the majority of the additional revenues came from county sales taxes, building revenues, interest income, RETT revenues and excise taxes. It should be noted that although County sales taxes were up approximately 17% to budget, Town sales taxes were only up around 1% to the 2025 budget. Building revenues were up \$1,264,211 to the 2025 budget.

The majority of the decrease in expenditures are from the CIP projects that are proposed to be carried forward to 2026. Other savings come from changes in staffing throughout 2025, one-time projects and vehicle/equipment purchases.

For the 2026 revised budgets, staff is proposing to set aside additional funds in reserves for known economic downturn/disturbances in the General Fund (\$3,000,000) and the Tourism Fund (\$2,000,000) in preparation for the airport closure, possible effects from the low snow years and other economic impacts. In the RETT fund, we have increased the emergency reserve funds by \$1.5M from \$4M to \$5.5M. By policy, we keep approximately one year of RETT revenues in reserves. This reserve amount has not been increased since 2020. Due to the increase in annual RETT revenues, and its continued volatility, this increase in reserve amount is warranted.

In addition to this review of 2025, there is the first reading of an ordinance, amending the 2026 budget and appropriating funds for expenditure in 2026. Understanding that the 2026 budget is first formally presented in October of 2025, several of the 2026 project costs need to be updated to reflect the carryforward project funds from 2025.

The amendments to the 2026 budget are detailed in the attachments.

FINANCIAL IMPACT:

Ordinance No. 06, Series of 2026 revises the 2026 adopted budget and appropriates these funds for spending.

The revisions to the 2026 budget are primarily carryover expenditures or unspent funds from 2025. These expenditures were appropriated for the 2025 budget, but because the projects(s)/expenditures were not completed in 2025, staff is requesting that the remaining funds for the attached items be re-budgeted into the 2026 revised budget.

The Ordinance also approves some changes to revenues and additional expenditures to be added to the 2026 revised budget as listed below:

General Fund:

For revenues: We added the additional property taxes the electorate approved for the Aspen School District as well as the lease payments for Snowmass Center Land purchase for employee housing. Both of these have offsetting expenditures.

For expenditures: We added the Aspen School District Payment and the Snowmass Center land purchase lease payment. We also added additional funding for the STR/Employee Mitigation Study, credit card processing fees, Pitkin County PACT contribution and the collection fees related to the Aspen School District property taxes.

CIP Fund:

For revenues: We added the housing DOLA grant of \$50K and a transfer in from the Tourism Fund for employee housing projects.

For expenditures: We added the expenditures that will be related to the DOLA grant of \$50K.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Town Budget remains one of the keystone policy documents the Town Council adopts. It is the primary tool to pay for and implement Town Council goals. Reviewing 2025 financial numbers and revising the 2026 budget will ensure the Council's goals and objectives can continue to be met.

COUNCIL OPTIONS:

1. Approve, Modify or Deny Ordinance No. 06, Series of 2026.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff that the Council approve the First Reading of Ordinance No. 06, Series of 2026 revising the 2026 budget and set a Second Reading for April 20, 2026. The year-end financial numbers will be reviewed in detail at this meeting.

ATTACHMENTS:

1. 2025 unaudited financial information/2026 budget amendments
2. Ordinance No. 06, Series of 2026

2025 Year-end Financial Summary (Unaudited)

(minus figures are unfavorable)

MAJOR FUNDS:		Category	2025 Budget	2025 Actual	Variance	2026 March Revisions	2026 TOTAL
General Fund	Revenues		\$ 28,455,697	\$ 31,548,325.31	\$ 3,092,628	\$ 1,299,028	\$ 1,299,028
	Expenses		\$ 41,972,365	\$ 37,535,648.97	\$ 4,436,716	\$ 2,287,050	\$ 2,287,050
	Fund Balance-Restrict/Assigned		\$ 12,737,099	\$ 14,838,785.59	\$ 2,101,687	\$ -	
	Fund Balance-Available		\$ 9,952,088	\$ 15,379,745.53	\$ 5,427,657	\$ -	
	TOTAL Fund Balance		\$ 22,689,187	\$ 30,218,531.12	\$ 7,529,344	\$ 988,022	\$ 988,022
RETT Fund	Revenues		\$ 5,718,058	\$ 8,312,362.46	\$ 2,594,304	\$ -	\$ -
	Expenses		\$ 5,022,807	\$ 4,790,423.54	\$ 232,383	\$ 53,741	\$ 53,741
	Fund Balance-Restrict/Assigned		\$ 4,609,475	\$ 4,663,222.53	\$ 53,748	\$ -	
	Fund Balance-Available		\$ 9,396,921	\$ 12,169,861.38	\$ 2,772,940	\$ -	
	TOTAL Fund Balance		\$ 14,006,396	\$ 16,833,083.91	\$ 2,826,688	\$ 53,741	\$ 53,741
Road Fund	Revenues		\$ 3,887,775	\$ 4,092,031.68	\$ 204,257	\$ -	\$ -
	Expenses		\$ 4,195,030	\$ 3,493,937.03	\$ 701,093	\$ 174,699	\$ 174,699
	Fund Balance-Restrict/Assigned		\$ 580,098	\$ 952,178.23	\$ 372,081	\$ -	
	Fund Balance-Available		\$ 664,416	\$ 1,197,684.80	\$ 533,269	\$ -	
	TOTAL Fund Balance		\$ 1,244,513	\$ 2,149,863.03	\$ 905,350	\$ 174,699	\$ 174,699
Excise Tax Fund	Revenues		\$ 313,995	\$ 2,201,271.77	\$ 1,887,277	\$ -	\$ -
	Expenses		\$ 3,591,855	\$ 3,579,492.70	\$ 12,362	\$ -	\$ -
	Fund Balance-Restrict/Assigned		\$ -	\$ -	\$ -	\$ -	
	Fund Balance-Available		\$ 548,951	\$ 2,448,589.88	\$ 1,899,639	\$ -	
	TOTAL Fund Balance		\$ 548,951	\$ 2,448,589.88	\$ 1,899,639	\$ -	\$ -
Tourism Fund	Revenues		\$ 14,907,370	\$ 15,383,605.39	\$ 476,235	\$ -	\$ -
	Expenses		\$ 18,481,420	\$ 14,566,727.88	\$ 3,914,692	\$ 1,088,902	\$ 1,088,902
	Fund Balance-Restrict/Assigned		\$ 12,048,000	\$ 12,190,870.74	\$ 142,871	\$ -	
	Fund Balance-Available		\$ 86,691	\$ 4,334,747.55	\$ 4,248,057	\$ -	
	TOTAL Fund Balance		\$ 12,134,691	\$ 16,525,618.29	\$ 4,390,928	\$ 1,088,902	\$ 1,088,902

OTHER FUNDS:		Category					March	2026
		2025 Budget	2025 Actual	Variance			Revisions	TOTAL
Lottery Fund	Revenues	\$ 45,596	\$ 43,109.04	\$ (2,487)	\$	-	\$	-
	Expenses	\$ 23,000	\$ 23,000.00	\$ -	\$	-	\$	-
	Fund Balance-Restrict/Assigned	\$ -	\$ -	\$ -	\$	-	\$	-
	Fund Balance-Available	\$ 170,098	\$ 167,610.96	\$ (2,487)	\$	-	\$	-
	TOTAL Fund Balance	\$ 170,098	\$ 167,610.96	\$ (2,487)	\$	-	\$	-
REOP Fund	Revenues	\$ 47,079	\$ 533,317.55	\$ 486,239	\$	-	\$	-
	Expenses	\$ 330,000	\$ 225,000.00	\$ 105,000	\$	105,000	\$	105,000
	Fund Balance-Restrict/Assigned	\$ -	\$ -	\$ -	\$	-	\$	-
	Fund Balance-Available	\$ 758,365	\$ 1,349,603.56	\$ 591,239	\$	-	\$	-
	TOTAL Fund Balance	\$ 758,365	\$ 1,349,603.56	\$ 591,239	\$	105,000	\$	105,000
CIP Fund	Revenues	\$ 129,210,500	\$ 35,181,891.98	\$ (94,028,608)	\$	1,132,000	\$	1,132,000
	Expenses	\$ 136,515,323	\$ 24,945,980.09	\$ 111,569,343	\$	5,655,455	\$	5,655,455
	Fund Balance-Restrict/Assigned	\$ 8,564,690	\$ 25,097,101.09	\$ 16,532,411	\$	-	\$	-
	Fund Balance-Available	\$ 1,454,994	\$ 2,463,318.22	\$ 1,008,324	\$	-	\$	-
	TOTAL Fund Balance	\$ 10,019,684	\$ 27,560,419.31	\$ 17,540,735	\$	6,787,455	\$	6,787,455
CERF	Revenues	\$ 1,793,640	\$ 1,557,118.00	\$ (236,522)	\$	243,640	\$	243,640
	Expenses	\$ 1,980,222	\$ 768,463.17	\$ 1,211,759	\$	695,108	\$	695,108
	Fund Balance-Restrict/Assigned	\$ 7,099,114	\$ 8,074,350.90	\$ 975,237	\$	-	\$	-
	Fund Balance-Available	\$ -	\$ -	\$ -	\$	-	\$	-
	TOTAL Fund Balance	\$ 7,099,114	\$ 8,074,350.90	\$ 975,237	\$	938,748	\$	938,748
Housing Fund	Revenues	\$ 3,934,683	\$ 4,115,133.16	\$ 180,450	\$	-	\$	-
	Expenses	\$ 3,823,787	\$ 3,741,575.98	\$ 82,211	\$	14,400	\$	14,400
	Fund Balance-Restrict/Assigned	\$ 2,028,556	\$ 2,113,865.20	\$ 85,309	\$	-	\$	-
	Fund Balance-Available	\$ 1,135,934	\$ 1,313,285.75	\$ 177,352	\$	-	\$	-
	TOTAL Fund Balance	\$ 3,164,490	\$ 3,427,150.95	\$ 262,661	\$	14,400	\$	14,400
Carriageway Fund	Revenues	\$ 2,295,132	\$ 2,319,752.03	\$ 24,620	\$	-	\$	-
	Expenses	\$ 203,528	\$ 193,567.92	\$ 9,960	\$	-	\$	-
	Fund Balance-Restrict/Assigned	\$ 2,031,210	\$ 2,035,456.97	\$ 4,247	\$	-	\$	-
	Fund Balance-Available	\$ 132,959	\$ 163,292.58	\$ 30,333	\$	-	\$	-
	TOTAL Fund Balance	\$ 2,164,169	\$ 2,198,749.55	\$ 34,580	\$	-	\$	-

OTHER FUNDS:		Category			2026 March Revisions	2026 TOTAL
		2025 Budget	2025 Actual	Variance		
Snowmass Inn Fund	Revenues	\$ 610,585	\$ 603,877.36	\$ (6,708)	\$ -	\$ -
	Expenses	\$ 548,347	\$ 524,857.11	\$ 23,490	\$ -	\$ -
	Fund Balance-Restrict/Assigned	\$ 202,560	\$ 201,486.38	\$ (1,073)	\$ -	\$ -
	Fund Balance-Available	\$ 411,784	\$ 429,639.22	\$ 17,855	\$ -	\$ -
	TOTAL Fund Balance	\$ 614,343	\$ 631,125.60	\$ 16,782	\$ -	\$ -
Debt Service Fund	Revenues	\$ 261,863	\$ 262,850.06	\$ 987	\$ -	\$ -
	Expenses	\$ 261,863	\$ 261,263.00	\$ 600	\$ -	\$ -
	Fund Balance-Restrict/Assigned	\$ 17,293	\$ 18,879.95	\$ 1,587	\$ -	\$ -
	Fund Balance-Available	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL Fund Balance	\$ 17,293	\$ 18,879.95	\$ 1,587	\$ -	\$ -
POST Fund	Revenues	\$ 78,133	\$ 78,043.15	\$ (90)	\$ -	\$ -
	Expenses	\$ 78,133	\$ 78,043.15	\$ 90	\$ -	\$ -
	Fund Balance-Restrict/Assigned	\$ -	\$ -	\$ -	\$ -	\$ -
	Fund Balance-Available	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTALS	Revenues	\$ 191,560,106	\$ 106,232,688.94	\$ (85,327,417)	\$ 2,674,668	\$ 2,674,668
	Expenses	\$ 217,027,680	\$ 94,727,980.54	\$ 122,299,699	\$ 10,074,355	\$ 10,074,355
	Fund Balance-Restrict/Assigned	\$ 49,918,094	\$ 70,186,197.58	\$ 20,268,103	\$ -	\$ -
	Fund Balance-Available	\$ 24,713,200	\$ 41,417,379.43	\$ 16,704,179	\$ -	\$ -
	TOTAL Fund Balance	\$ 74,631,295	\$ 111,603,577.01	\$ 36,972,282	\$ 7,399,687	\$ 7,399,687

TOWN OF SNOWMASS VILLAGE
GENERAL FUND - BUDGET SUMMARY

Note: Minus variance figures are unfavorable

BUDGET SUMMARY		2024	2025	2025	2025	2026	2026	2026
		<u>Actual</u>	<u>BUDGET</u>	<u>Actual</u>	<u>Variance</u>	<u>BUDGET</u>	<u>Revised</u>	<u>Variance</u>
BEGINNING FUND BALANCE	\$	30,910,590.00	\$ 36,205,854.78	\$ 36,205,854.78	\$ -	\$ 26,101,802.78	\$ 30,218,531.12	\$ 4,116,728.34
OPERATING REVENUES	\$	29,077,300.45	\$ 27,665,542.00	\$ 30,453,709.11	\$ 2,788,167.11	\$ 29,173,766.00	\$ 29,173,766.00	\$ -
--Cougar Canyon-payments	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENDITURES	\$	(21,851,375.45)	\$ (25,827,899.00)	\$ (23,029,604.44)	\$ 2,798,294.56	\$ (27,820,850.00)	\$ (27,920,450.00)	\$ (99,600.00)
Transfer Out-CERF	\$	(330,000.00)	\$ (380,000.00)	\$ (380,000.00)	\$ -	\$ (380,000.00)	\$ (380,000.00)	\$ -
Capital Outlay	\$	(177,540.18)	\$ (198,150.00)	\$ (170,778.15)	\$ 27,371.85	\$ (324,446.00)	\$ (324,446.00)	\$ -
TOTAL REVENUES	\$	29,077,300.45	\$ 27,665,542.00	\$ 30,453,709.11	\$ 2,788,167.11	\$ 29,173,766.00	\$ 29,173,766.00	\$ -
TOTAL EXPENDITURES	\$	(22,358,915.63)	\$ (26,406,049.00)	\$ (23,580,382.59)	\$ 2,825,666.41	\$ (28,525,296.00)	\$ (28,624,896.00)	\$ (99,600.00)
Net Operating Rev's/Exp	\$	6,718,384.82	\$ 1,259,493.00	\$ 6,873,326.52	\$ 5,613,833.52	\$ 648,470.00	\$ 548,870.00	\$ (99,600.00)
OTHER REVENUES/EXPENDITURES								
OTHER:	\$	377,742.98	\$ (151,486.00)	\$ 161,465.97	\$ 312,951.97	\$ (251,877.00)	\$ (392,440.00)	\$ (140,563.00)
--Snowmass Ctr Land-COP - Transfer In-Tourism	\$	-	\$ -	\$ 429,314.02	\$ 429,314.02	\$ -	\$ 799,863.00	\$ 799,863.00
--Snowmass Ctr Land-COP payment	\$	-	\$ -	\$ (429,314.02)	\$ (429,314.02)	\$ -	\$ (799,863.00)	\$ (799,863.00)
--Aspen School District - Property Tax Revenue	\$	509,019.03	\$ 510,000.00	\$ 512,113.35	\$ 2,113.35	\$ 510,000.00	\$ 1,009,165.00	\$ 499,165.00
--Aspen School District - Property Tax Payment & Collectn Fees	\$	(500,000.00)	\$ (510,000.00)	\$ (500,000.00)	\$ 10,000.00	\$ (510,000.00)	\$ (1,009,165.00)	\$ (499,165.00)
--Marijuana/Cigarette Tax Revenues	\$	163,839.11	\$ 180,155.00	\$ 153,188.83	\$ (26,966.17)	\$ 139,282.00	\$ 139,282.00	\$ -
--Marijuana/Cigarette Tax Exp-Mental Health Svc \$80K/Homeless \$32K/PACT \$35K	\$	(100,000.00)	\$ (108,000.00)	\$ (107,070.00)	\$ 930.00	\$ (111,827.00)	\$ (146,827.00)	\$ (35,000.00)
--Marijuana/Cigarette Tax Exp-Response Capital Campaign grant	\$	(20,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
--Lease Proceeds (GASB 87)	\$	220,467.77	\$ 100,000.00	\$ -	\$ (100,000.00)	\$ 100,000.00	\$ 100,000.00	\$ -
--Lease Expense (GASB 87)	\$	(220,467.77)	\$ (100,000.00)	\$ -	\$ 100,000.00	\$ (100,000.00)	\$ (100,000.00)	\$ -
TRANSFER OUT-CIP	\$	(2,680,557.00)	\$ (11,739,170.00)	\$ (11,739,170.00)	\$ -	\$ (5,583,000.00)	\$ (5,583,000.00)	\$ -
TRANSFER OUT-Housing	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emp Housing Purchases	\$	(208,218.50)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emp Housing Sales	\$	206,418.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONE-TIME REVENUES	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONE-TIME EXPENDITURES	\$	(1,053,177.93)	\$ (2,867,660.00)	\$ (1,251,178.33)	\$ 1,616,481.67	\$ (1,868,521.00)	\$ (2,581,380.00)	\$ (712,859.00)
Base Village-One time Revenues	\$	1,971,813.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Base Village-One time Expenditures	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COP-Portion paid by reserve from Cougar Canyon	\$	(90,000.00)	\$ (90,000.00)	\$ (90,000.00)	\$ -	\$ (90,000.00)	\$ (90,000.00)	\$ -
NET--OTHER REVENUE/EXPENDITURES	\$	(1,423,120.04)	\$ (14,776,161.00)	\$ (12,860,650.18)	\$ 1,915,510.82	\$ (7,765,943.00)	\$ (8,654,365.00)	\$ (888,422.00)
SRA LEASE INCOME	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$	36,205,854.78	\$ 22,689,186.78	\$ 30,218,531.12	\$ 7,529,344.34	\$ 18,984,329.78	\$ 22,113,036.12	\$ 3,128,706.34
FUND BALANCE-DESIGNATIONS/RESERVES								
DESIGNATIONS/RESERVES:								
INVENTORY	\$	341,953.83	\$ 300,000.00	\$ 462,465.39	\$ 162,465.39	\$ 300,000.00	\$ 425,000.00	\$ 125,000.00
PREPAID EXPENSES	\$	100,728.36	\$ 100,000.00	\$ 114,692.50	\$ 14,692.50	\$ 100,000.00	\$ 100,000.00	\$ -
TABOR - RESERVE	\$	810,321.91	\$ 810,321.91	\$ 782,586.99	\$ (27,734.92)	\$ 810,321.91	\$ 782,586.99	\$ (27,734.92)
TOWN HALL COP-COUGAR CANYON	\$	540,000.00	\$ 450,000.00	\$ 450,000.00	\$ -	\$ 360,000.00	\$ 360,000.00	\$ -
HOLY CROSS ENHANCEMENT FUNDS	\$	259,084.83	\$ 372,299.83	\$ 382,298.93	\$ 9,999.10	\$ 472,237.83	\$ 489,930.93	\$ 17,693.10
BUILDING/EQUIPMENT RESERVE FUNDS	\$	676,743.35	\$ 655,257.25	\$ 796,320.49	\$ 141,063.24	\$ 533,379.95	\$ 533,880.31	\$ 500.36
RESERVE FOR INSURANCE LIABILITY	\$	817,235.00	\$ 841,752.00	\$ 841,752.00	\$ -	\$ 867,005.00	\$ 867,005.00	\$ -
RESERVE FOR 2023 EXPENDITURES IN 2024	\$	806,169.00	\$ -	\$ 988,023.00	\$ 988,023.00	\$ -	\$ -	\$ -
COMCAST-PEG FEE RESERVE	\$	38,015.94	\$ 45,691.94	\$ 48,456.30	\$ 2,764.36	\$ 59,834.14	\$ 59,419.68	\$ (414.46)
MARIJUANA/CIGARETTE TAX RESERVE	\$	628,388.43	\$ 700,542.98	\$ 674,507.26	\$ (26,035.72)	\$ 694,456.24	\$ 673,209.65	\$ (21,246.59)
BASE VILLAGE-COMMUNITY PURPOSE	\$	161,570.00	\$ 161,570.00	\$ 161,570.00	\$ -	\$ 161,570.00	\$ 161,570.00	\$ -
KNOWN ECONOMIC DISTURBANCES	\$	-	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000.00	\$ 3,000,000.00
EMERGENCY RESERVE-30%	\$	8,723,190.14	\$ 8,299,662.60	\$ 9,136,112.73	\$ 836,450.13	\$ 8,752,129.80	\$ 8,752,129.80	\$ -
TOTAL APPROPRIATIONS:	\$	13,903,400.79	\$ 12,737,098.51	\$ 14,838,785.59	\$ 2,101,687.08	\$ 13,110,934.87	\$ 16,204,732.36	\$ 3,093,797.49
FUNDS AVAILABLE:	\$	22,302,454.00	\$ 9,952,088.27	\$ 15,379,745.53	\$ 5,427,657.26	\$ 5,873,394.91	\$ 5,908,303.76	\$ 34,908.85
TOTAL FUND BALANCE	\$	36,205,854.78	\$ 22,689,186.78	\$ 30,218,531.12	\$ 7,529,344.34	\$ 18,984,329.78	\$ 22,113,036.12	\$ 3,128,706.34

Town of Snowmass Village Budget Analysis for 2025 year-end and 2026 revised.

(minus figures are unfavorable)

General Fund-2025 Year-End

	<u>2025 Budget</u>	<u>2025 Actual</u>	<u>Variance</u>
Revenues -	\$ 28,455,697	\$ 31,548,325	\$ 3,092,628
County & Town Sales Taxes	(Cty up 16.96%/Twn up .92% to budget)	(Cty up 12.09%/Twn up 1.76% to '24 Actual)	\$ 1,143,725
Transit Ozone Season Grant	(Grant supported operations for expanded micro transit service within the Village)		\$ 51,178
Building & Electrical Permit Fees	(Add'l building permits received than budgeted-more building activity)		\$ 969,849
Bldg Plan Check Fees	(Add'l plan checks received than budgeted-more building activity)		\$ 294,362
Planning Dept Fees	(Fees received for sketch plans, PUD modifications, etc that exceeded budget)		\$ 90,925
Solid Waste Fees	(Actual solid waste revenues were higher than budgeted...including misc rolls)		\$ 238,153
Interest Income	(Higher average balance of funds to invest)		\$ 452,544
Transfer in - RETT Fund	(Dec in Parks/Trails/Rec Center expenses and increase in recreation revenues)		\$ (224,276)
Transfer in - Road Fund	(Dec in Personnel costs, utilities and facility mntn hours)		\$ (397,530)
Other Revenue Sources	Other Revenue Sources		\$ 169,235
Total 2025 Operating Revenue Variance			\$ 2,788,167
Marijuana/Tobacco Tax	(Sales of Marijuana & Tobacco lower than budgeted)		\$ (26,966)
S'mass Ctr Land-COP - Transfer In-Tourism	(Tourism-transfer for new lease payments for S'mass Center Land-offset by lease expense)		\$ 429,314
Leases - GASB 87	(No new leases in 2025--washes with expenditure account)		\$ (100,000)
Other Revenue Sources			\$ 2,113
Total 2025 Other Revenue Variance			\$ 304,461
Total 2025 Revenue Variance			\$ 3,092,628
Expenditures-	\$ 41,972,365	\$ 37,535,649	\$ 4,436,716
Personnel Services	(Payroll, Payroll Benefits, Training svgs from budget)		\$ 1,780,761
Purchased Services	(Legal fees/Contract Service/Bank Fees/Utilities/Maint Agreements)		\$ 651,689
Grants/Donations	(Tips Program)		\$ 8
Operating & Maintenance	(Veh Expenses/Supplies/Advertising)		\$ 365,836
Sub-Total 2025 Expenditure Variance			\$ 2,798,294
Capital Outlay	(Parks & Trails/I.T. Computers/Solid Waste/Police equipment)		\$ 27,372
Sub-Total 2025 Operating Expenditure Variance			\$ 2,825,666
Other Expenditures	(Bldg/Equip Resrve Used/Health Ins Svgs/Emp Housing Purchase)		\$ 323,882
Leases - GASB 87	(No new leases in 2025--washes with expenditure account)		\$ 100,000

S'mass Ctr Land-COP Payment	(Record 2025 new lease payments for S'mass Center Land-offset by Tourism-transfer in)	\$	(429,314)
One-time Expenditures	(Comm Survey/TH Backup Pwr/Software/Cyber Security/Art Projects, etc.)	\$	1,616,482
(Note: Many One-time projects continued or moved to 2025)			
Total 2025 Expenditure Variance		\$	4,436,716

General Fund-2026 Revisions

		2026 Revisions	
Revenues - Operating		\$	1,299,028
Property Taxes-ASC	(Add'l taxes per election)	\$	499,165
S'mass Ctr Land-COP - Transfer In-Tourism	(Tourism-transfer for new lease payments for S'mass Center Land-offset by lease expense)	\$	799,863
Total 2026 Revenue Revisions		\$	1,299,028

Expenditures-Operating & Capital	\$	(2,287,050)
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ONE-TIME EXPENDITURES

2025 Budgeted expenditures reserved at 12/31/25 to be spent in 2026

Capital-Town Manager	(Enterprise Content Mgmt/Meeting Room Upgrades/Equip Sheds/Fiber lease/Camera Upgrades)	\$	(21,207)
Capital-Community Development	(Scanning documents/plans)	\$	(102)
Capital-Recreation	(Rec Center tables/chairs)	\$	(1,089)
Capital-Public Safety	(Dispatch with Pitkin County/LPR System)	\$	(250,482)
Capital-Transportation	(Ridership Survey/Electric Vehicle Plan)	\$	(40,275)
Capital-PW Admin	(Continue with PW remodel/Backup Power)	\$	(38,314)
Capital-Arts	(Reduce '26 budget for overspent funds in '25)	\$	1,247
Capital-Road	(Traffic Counter/Monument Sign)	\$	(37,287)
Capital-Facility Maintenance	(Town Hall backup power/Bottle Fill Stations/Bldg Plan Update/PW Remodel/Ladder Cage)	\$	(298,350)
Sub-total		\$	(685,859)

BERF-Capital Reserves Used	(Complete projects)	\$	(140,563)
STR Study-One Times	(To complete the study)	\$	(27,000)
Aspen School District	(Increase payment per election)	\$	(499,165)
Pitkin County - PACT	(2026 contribution)	\$	(35,000)
Recreation Bank Fees	(Credit Card costs)	\$	(90,000)
S'mass Ctr Land-COP Payment	(Record 2025 new lease payments for S'mass Center Land-offset by Tourism-transfer in)	\$	(799,863)
Finance	(Additional collection fees for ASD property tax increase)	\$	(9,600)

Total 2026 Expenditure Variance	\$	(2,287,050)
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**TOWN OF SNOWMASS VILLAGE
REAL ESTATE TRANSFER TAX
BUDGET SUMMARY**

Note: Minus variance figures are unfavorable

DESCRIPTION	2024	2025	2025	2025	2026	2026	2026
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Revised</u>	<u>Variance</u>
BEGINNING FUND BALANCE	\$7,237,057.66	\$13,311,144.99	\$13,311,144.99	\$0.00	\$15,838,353.99	\$16,833,083.91	\$994,729.92
Revenues	\$ 11,282,158.10	\$ 5,718,058.00	\$ 8,312,362.46	\$2,594,304.46	\$ 5,809,742.00	\$ 5,809,742.00	\$0.00
Transfer Out-CERF	\$ (740,000.00)	\$ (770,000.00)	\$ (770,000.00)	\$ -	\$ (770,000.00)	\$ (770,000.00)	\$0.00
Expenditures	\$ (2,057,279.74)	\$ (2,522,175.00)	\$ (2,343,541.44)	\$ 178,633.56	\$ (2,763,774.00)	\$ (2,763,774.00)	\$0.00
TOTAL REVENUES	\$ 11,282,158.10	\$ 5,718,058.00	\$ 8,312,362.46	\$2,594,304.46	\$ 5,809,742.00	\$ 5,809,742.00	\$0.00
TOTAL EXPENDITURES	\$ (2,797,279.74)	\$ (3,292,175.00)	\$ (3,113,541.44)	\$ 178,633.56	\$ (3,533,774.00)	\$ (3,533,774.00)	\$0.00
Net Operating Rev's/Exp	\$ 8,484,878.36	\$ 2,425,883.00	\$ 5,198,821.02	\$ 2,772,938.02	\$ 2,275,968.00	\$ 2,275,968.00	\$ -
Capital Bldg/Equip Reserve Used	\$ (285,791.03)	\$ (275,632.00)	\$ (221,882.10)	\$ 53,749.90	\$ (207,367.00)	\$ (261,108.00)	(\$53,741.00)
TRANSFER OUT-CIP	\$ (2,125,000.00)	\$ (1,455,000.00)	\$ (1,455,000.00)	\$ -	\$ (10,457,475.00)	\$ (10,457,475.00)	\$0.00
ENDING FUND BALANCE	\$13,311,144.99	\$14,006,395.99	\$16,833,083.91	\$2,826,687.92	\$7,449,479.99	\$8,390,468.91	\$940,988.92
FUND BALANCE-DESIGNATIONS/RESERVES	2024	2025	2025	2025	2026	2026	2026
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Revised</u>	<u>Variance</u>
Capital Equipment Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Bldg/Equipment Reserve	\$635,106.73	\$609,474.73	\$663,224.63	\$53,749.90	\$652,107.73	\$652,116.63	\$8.90
Emergency Reserve	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	\$0.00	\$4,000,000.00	\$5,500,000.00	\$1,500,000.00
Funds Available	\$8,676,038.26	\$9,396,921.26	\$12,169,859.28	\$2,772,938.02	\$2,797,372.26	\$2,238,352.28	(\$559,019.98)
TOTAL FUND BALANCE	\$13,311,144.99	\$14,006,395.99	\$16,833,083.91	\$2,826,687.92	\$7,449,479.99	\$8,390,468.91	\$940,988.92

RETT Fund-2025 Year-End

(minus figures are unfavorable)

	<u>2025 Budget</u>	<u>2025 Actual</u>	<u>Variance</u>
Revenues -	\$ 5,718,058	\$ 8,312,362	\$ 2,594,304
RETT Taxes	(More resales dollars than budgeted)	\$	450,349
RETT Taxes - Large Sale	(Sale of Viewline)	\$	1,450,000
Other Revenue Accounts	(Interest Income)	\$	693,956
Total 2025 Revenue Variance		\$	2,594,304

Expenditures-	\$ 5,022,807	\$ 4,790,424	\$ 232,383
Transfers Out to General Fund	(Dec in Parks/Trails/Rec Center expenses and increase in recreation revenues)	\$	224,276
Building/Equipment Reserve	(Building/Equipment reserve - balance carried to 2026)	\$	53,750
Remaining Expenditures		\$	(45,642)
Total 2025 Expenditure Variance		\$	232,383

RETT Fund-2026 Revisions

		2026 Revisions
Revenues -		\$ -
Total 2026 Revenue Revisions		\$ -
Expenditures-Operating & Capital		\$ (53,741)
Building/Equipment Reserve	(Carryover projects to 2026)	\$ (53,741)
Total 2026 Expenditure Variance		\$ (53,741)

TOWN OF SNOWMASS VILLAGE
ROAD MILL LEVY FUND
BUDGET SUMMARY

Note: Minus variance figures are unfavorable

DESCRIPTION	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
CARRYOVER	\$1,003,982.43	\$1,551,768.38	\$1,551,768.38	\$0.00	\$1,301,538.38	\$2,149,863.03	\$848,324.65
REVENUES	\$ 4,021,668.59	\$ 3,887,775.00	\$ 4,092,031.68	\$ 204,256.68	\$ 4,299,827.00	\$ 4,299,827.00	\$ -
Transfer Out-CERF	\$ (350,000.00)	\$ (400,000.00)	\$ (400,000.00)	\$ -	\$ (400,000.00)	\$ (400,000.00)	\$ -
EXPENDITURES	\$ (2,318,035.64)	\$ (2,936,030.00)	\$ (2,234,937.03)	\$ 701,092.97	\$ (2,777,977.00)	\$ (2,952,676.00)	\$ (174,699.00)
TOTAL REVENUES	\$ 4,021,668.59	\$ 3,887,775.00	\$ 4,092,031.68	\$ 204,256.68	\$ 4,299,827.00	\$ 4,299,827.00	\$ -
TOTAL EXPENDITURES	\$ (2,668,035.64)	\$ (3,336,030.00)	\$ (2,634,937.03)	\$ 701,092.97	\$ (3,177,977.00)	\$ (3,352,676.00)	\$ (174,699.00)
Net Operating Rev's/Exp-with Capital	\$ 1,353,632.95	\$ 551,745.00	\$ 1,457,094.65	\$905,349.65	\$ 1,121,850.00	\$ 947,151.00	(\$174,699.00)
Transfer out-CIP	\$ (805,847.00)	\$ (859,000.00)	\$ (859,000.00)	\$ -	\$ (1,300,000.00)	\$ (1,300,000.00)	\$ -

YEAR END CARRYOVER	\$1,551,768.38	\$1,244,513.38	\$2,149,863.03	\$905,349.65	\$1,123,388.38	\$1,797,014.03	\$673,625.65
Appropriation from Year End Carryover	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
BUILDING/EQUIPMENT RESERVE	\$806,508.67	\$580,097.67	\$952,178.23	\$ 372,080.56	\$661,141.67	\$858,523.23	\$ 197,381.56
FUNDS AVAILABLE	\$745,259.71	\$664,415.71	\$1,197,684.80	\$ 533,269.09	\$462,246.71	\$938,490.80	\$ 476,244.09

Year End Appropriation	\$1,551,768.38	\$1,244,513.38	\$2,149,863.03	\$905,349.65	\$1,123,388.38	\$1,797,014.03	\$673,625.65

Road Fund-2025 Year-End

(minus figures are unfavorable)

	<u>2025 Budget</u>	<u>2025 Actual</u>	<u>Variance</u>
Revenues -	\$ 3,887,775	\$ 4,092,032	\$ 204,257
Property Taxes	(Add'l revenue)	\$	13,991
Other Revenue Accounts	(Occupancy Assessments/Interest Income)	\$	190,265
Total 2025 Revenue Variance		\$	204,257
Expenditures-	\$ 4,195,030	\$ 3,493,937	\$ 701,093
Transfers Out to General Fund	(Dec in Personnel costs, utilities and facility mntn hours)	\$	397,530
Building/Equipment Reserve	(Building/Equipment reserve, portion moved to 2026)	\$	372,081
Remaining Expenditures		\$	(68,517)
Total 2025 Expenditure Variance		\$	701,093

Road Fund-2026 Revisions

		<u>2026 Revisions</u>	
Revenues -		\$	-
Total 2026 Revenue Revisions		\$	-
Expenditures-Operating & Capital		\$	(174,699)
Building/Equipment Reserve	(Complete projects)	\$	(174,699)
Total 2026 Expenditure Variance		\$	(174,699)

**TOWN OF SNOWMASS VILLAGE
TOURISM FUND
BUDGET SUMMARY**

DESCRIPTION	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
BEGINNING FUND BALANCE	\$14,585,098.85	\$15,708,740.78	\$15,708,740.78	\$0.00	\$15,425,637.78	\$16,525,618.29	\$1,099,980.51
REVENUES	\$15,363,462.13	\$14,907,370.00	\$15,383,605.39	\$476,235.39	\$15,180,919.00	\$15,180,919.00	\$0.00
EXPENDITURES	(\$8,414,820.20)	(\$9,611,420.00)	(\$9,037,413.86)	\$574,006.14	(\$9,853,884.00)	(\$10,042,786.00)	(\$188,902.00)
TRANSFER OUT-CERF	\$ -	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00
TOTAL REVENUES	\$15,363,462.13	\$14,907,370.00	\$15,383,605.39	\$476,235.39	\$15,180,919.00	\$15,180,919.00	\$0.00
TOTAL EXPENDITURES	(\$8,414,820.20)	(\$9,611,420.00)	(\$9,037,413.86)	\$574,006.14	(\$9,853,884.00)	(\$10,042,786.00)	(\$188,902.00)
Net Operating Rev's/Exp	\$6,948,641.93	\$5,295,950.00	\$6,346,191.53	\$1,050,241.53	\$5,327,035.00	\$5,138,133.00	(\$188,902.00)
Debt Service-Draw Hsg Project & S'mass Ctr Land		(\$3,770,000.00)	(\$429,314.02)	(\$3,340,685.98)	(\$3,802,000.00)	(\$3,802,000.00)	\$0.00
TRANSFER OUT-CIP	\$ (825,000.00)	\$ (900,000.00)	\$ (900,000.00)	\$0.00	\$ (475,000.00)	\$ (475,000.00)	\$0.00
TRANSFER OUT-CIP-Housing	\$ (5,000,000.00)	\$ (4,200,000.00)	\$ (4,200,000.00)	\$0.00	\$ (4,800,000.00)	\$ (5,700,000.00)	(\$900,000.00)
ENDING FUND BALANCE	\$15,708,740.78	\$12,134,690.78	\$16,525,618.29	(\$2,290,444.45)	\$11,675,672.78	\$11,686,751.29	\$11,078.51
FUND BALANCE-DESIGNATIONS/RESERVES	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
Reserve (30%)	\$ 4,609,038.64	\$ 4,472,211.00	\$ 4,615,081.62	\$ 142,870.62	\$ 4,554,275.70	\$ 4,554,275.70	\$ -
FUNDS AVAILABLE-Tourism	\$ 8,475,789.12	\$ 7,575,789.12	\$ 7,575,789.12	\$0.00	\$ 7,100,789.12	\$ 5,100,789.12	(\$2,000,000.00)
RESERVE FOR 2023 EXPENDITURES IN 2024	\$ 155,567.00	\$ -	\$ 188,902.00	\$188,902.00	\$ -	\$ -	\$0.00
KNOWN ECONOMIC DISTURBANCES	\$ -	\$ -	\$ -	\$0.00	\$ -	\$ 2,000,000.00	\$2,000,000.00
FUNDS AVAILABLE	\$ 2,468,346.02	\$ 86,690.66	\$ 4,145,845.55	\$ 4,059,154.89	\$ 20,607.96	\$ 31,686.47	\$ 11,078.51
TOTAL FUND BALANCE	\$ 15,708,740.78	\$ 12,134,690.78	\$ 16,525,618.29	\$4,390,927.51	\$ 11,675,672.78	\$ 11,686,751.29	\$11,078.51

Tourism Fund-2025 Year-End

(minus figures are unfavorable)

	<u>2025 Budget</u>	<u>2025 Actual</u>	<u>Variance</u>
Revenues -	\$ 14,907,370	\$ 15,383,605	\$ 476,235
Marketing Sales Taxes	(Sales up .92% to budget/Twn up 1.76% to '24 Actual)	\$	95,067
Lodging Taxes	(Lodging tax down 2.74% to budget/Up 1.36% to Actual)	\$	(106,779)
Interest Income	(Higher average balance of funds to invest)	\$	461,176
Lease/SBITA Proceeds	(Accounting entry per GASB 87 & 96 to record leases/subscriptions)	\$	25,904
Other Revenue Accounts		\$	866
Total 2025 Revenue Variance		\$	476,235

Expenditures-	\$ 18,481,420	\$ 14,566,728	\$ 3,914,692
Personnel Services	(Payroll, Payroll Benefits, Training svgs from budget)	\$	195,830
Purchased Services	(Software Licensing/Contract Service)	\$	45,632
Operating & Maintenance	(Sky Cab costs)	\$	22,967
Marketing	(DMP Initiatives-Ice Age/in Summer/Winter Marketing/Online web design/Ice)	\$	310,651
Special Events		\$	3,225
Lease Expenses	(Accounting entry per GASB 87 to record leases now in financials)	\$	(25,904)
Remaining Expenditures		\$	21,606
Transfer out - Lease Paymnt/Debt	(\$3M - Draw Site/\$340,686-partial year lease payment)	\$	3,340,686
Total 2025 Expenditure Variance		\$	3,914,692

Tourism Fund-2026 Revisions

		<u>2026 Revisions</u>	
Revenues -		\$	-
Total 2026 Revenue Revisions		\$	-
Expenditures-Operating & Capital		\$	(188,902)
DMP Initiatives/Ice Age	(To aid Tourism in planning and executing DMP initiatives)	\$	(132,275)
Industry Relations	(To support Tourism in enhancing community programming)	\$	(56,627)
Total 2026 Expenditure Variance		\$	(188,902)

TOWN OF SNOWMASS VILLAGE
REOP FUND
BUDGET SUMMARY

DESCRIPTION	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
BEGINNING FUND BALANCE	\$901,579.53	\$1,041,286.01	\$1,041,286.01	\$0.00	\$904,571.01	\$1,349,603.56	\$445,032.55
REVENUES	\$ 140,706.48	\$ 47,079.00	\$ 533,317.55	\$486,238.55	\$ 58,951.00	\$ 58,951.00	\$0.00
EXPENDITURES	\$ (1,000.00)	\$ (330,000.00)	\$ (225,000.00)	\$105,000.00	\$ (330,000.00)	\$ (435,000.00)	(\$105,000.00)
TOTAL REVENUES	\$140,706.48	\$47,079.00	\$533,317.55	\$486,238.55	\$58,951.00	\$58,951.00	\$0.00
TOTAL EXPENDITURES	(\$1,000.00)	(\$330,000.00)	(\$225,000.00)	\$105,000.00	(\$330,000.00)	(\$435,000.00)	(\$105,000.00)
Net Operating Rev's/Exp	\$139,706.48	(\$282,921.00)	\$308,317.55	\$591,238.55	(\$271,049.00)	(\$376,049.00)	(\$105,000.00)
ENDING FUND BALANCE	\$1,041,286.01	\$758,365.01	\$1,349,603.56	\$591,238.55	\$633,522.01	\$973,554.56	\$ 340,032.55

REOP Fund-2025 Year-End

(minus figures are unfavorable)

	<u>2025 Budget</u>	<u>2025 Actual</u>	<u>Variance</u>
Revenues -	\$ 47,079	\$ 533,318	\$ 486,239
REOP revenues	(Includes one large pymt and many smaller payments)		\$ 461,580
Other Revenue Accounts	(Interest Income)		\$ 24,659
Total 2025 Revenue Variance			\$ 486,239
Expenditures-Operating & Capital	\$ 330,000	\$ 225,000	\$ 105,000
Contract Service	(CORE)		\$ 75,000
Remaining Expenditures			\$ 30,000
Total 2025 Expenditure Variance			\$ 105,000

REOP Fund-2026 Revisions

	<u>2026 Revisions</u>
Revenues -	\$ -
Total 2026 Revenue Revisions	\$ -
Expenditures-Operating & Capital	\$ 105,000
Contract Service	(Energy Sustainability-Carried over from 2025)
Total 2026 Expenditure Variance	\$ 105,000

**TOWN OF SNOWMASS VILLAGE
HOUSING FUND
BUDGET SUMMARY**

DESCRIPTION	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
BEGINNING FUND BALANCE	\$2,455,795.61	\$3,053,593.77	\$3,053,593.77	\$0.00	\$3,203,648.34	\$3,427,150.95	\$223,502.61
REVENUES	\$3,773,060.05	\$3,934,683.00	\$4,115,133.16	\$180,450.16	\$4,265,795.00	\$4,265,795.00	\$0.00
EXPENDITURES	(\$2,191,066.00)	(\$2,319,920.00)	(\$2,298,530.93)	\$21,389.07	(\$2,485,632.00)	(\$2,492,032.00)	(\$6,400.00)
TRANSFER OUT-CERF	\$ -	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00
TOTAL REVENUES	\$3,773,060.05	\$3,934,683.00	\$4,115,133.16	\$180,450.16	\$4,265,795.00	\$4,265,795.00	\$0.00
TOTAL EXPENDITURES	(\$2,191,066.00)	(\$2,319,920.00)	(\$2,298,530.93)	\$21,389.07	(\$2,485,632.00)	(\$2,492,032.00)	(\$6,400.00)
Net Operating Rev's/Exp	\$1,581,994.05	\$1,614,763.00	\$1,816,602.23	\$201,839.23	\$1,780,163.00	\$1,773,763.00	(\$6,400.00)
Capital Reserves Used	(\$67,011.16)	(\$83,867.00)	(\$27,430.05)	\$56,436.95	(\$203,983.00)	(\$211,983.00)	(\$8,000.00)
Capital Repairs	(\$17,184.73)	(\$20,000.00)	(\$15,615.00)	\$4,385.00	(\$20,000.00)	(\$20,000.00)	
Transfer out-CIP	(\$900,000.00)	(\$1,400,000.00)	(\$1,400,000.00)	\$0.00	(\$1,400,000.00)	(\$1,400,000.00)	\$0.00
ENDING FUND BALANCE	\$3,053,593.77	\$3,164,489.77	\$3,427,150.95	\$262,661.18	\$3,359,828.34	\$3,568,930.95	\$209,102.61
FUND BALANCE-DESIGNATIONS/RESERVES	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
Capital Reserve Fund	\$1,221,869.94	\$1,275,210.94	\$1,327,259.94	\$52,049.00	\$1,243,440.05	\$1,243,440.05	\$0.00
Capital Reserve Fund - PW Housing	\$ 24,484.00	\$ 35,326.00	\$ 39,713.95	\$4,387.95	\$ 49,223.95	\$ 49,223.95	\$0.00
Capital Reserve Fund - Country Club Townhomes	\$ 14,232.00	\$ 27,756.00	\$ 27,756.00	\$0.00	\$ 43,030.00	\$ 43,030.00	\$0.00
Capital Reserve Fund - Faraway	\$ -	\$ 60,714.00	\$ 60,714.00	\$0.00	\$ 121,428.00	\$ 121,428.00	\$0.00
Emergency/Contingency Fund (16% of Revenues)	\$ 603,689.61	\$ 629,549.28	\$ 658,421.31	\$28,872.03	\$ 682,527.20	\$ 682,527.20	\$0.00
Funds Available	\$ 1,189,318.22	\$ 1,135,933.55	\$ 1,313,285.75	\$177,352.20	\$ 1,220,179.14	\$ 1,429,281.75	\$209,102.61
TOTAL FUND BALANCE	\$ 3,053,593.77	\$ 3,164,489.77	\$ 3,427,150.95	\$262,661.18	\$ 3,359,828.34	\$ 3,568,930.95	\$209,102.61

Housing Fund-2025 Year-End

(minus figures are unfavorable)

	<u>2025 Budget</u>	<u>2025 Actual</u>	<u>Variance</u>
Revenues -	\$ 3,934,683	\$ 4,115,133	\$ 180,450
Rents	(Added units)	\$	31,847
Short term Rental	(Add'l short-term rental permits)	\$	70,900
Interest Income	(Increase in interest earnings from budget)	\$	68,892
Other Revenue Accounts	(Laundry, Misc)	\$	8,811
Total 2025 Revenue Variance		\$	180,450
Expenditures-	\$ 3,823,787	\$ 3,741,576	\$ 82,211
Personnel Services	(Payroll, Payroll Benefits, Training)	\$	(3,965)
Purchased Services	(Contract Services/Utilities)	\$	7,873
Capital	(Lower due to reclass to assets and purchases moved to later years)	\$	73,863
Remaining Expenditures		\$	4,441
Total 2025 Expenditure Variance		\$	82,211

Housing Fund-2026 Revisions

	<u>2026 Revisions</u>
Revenues -	\$ -
Total 2026 Revenue Revisions	\$ -
Expenditures-Operating & Capital	\$ (14,400)
<u>Addition to 2026 Budget</u>	
Skid Loader Replacement	(Pushed to 2026 instead of 2025 per Fleet Superintendent)
Total 2026 Expenditure Variance	\$ (14,400)

**TOWN OF SNOWMASS VILLAGE
CAPITAL EQUIPMENT RESERVE FUND
BUDGET SUMMARY**

DESCRIPTION	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
BEGINNING FUND BALANCE	\$6,637,997.20	\$7,285,696.07	\$7,285,696.07	\$0.00	\$7,570,083.07	\$8,074,350.90	\$504,267.83
REVENUES-Transfers In-Funds/Grants	\$ 1,526,575.00	\$ 1,793,640.00	\$ 1,557,118.00	\$ (236,522.00)	\$ 2,350,000.00	\$ 2,593,640.00	\$ 243,640.00
EXPENDITURES	(\$878,876.13)	(\$1,980,222.00)	(\$768,463.17)	\$1,211,758.83	(\$3,577,772.00)	(\$4,272,880.00)	(\$695,108.00)
TOTAL REVENUES	\$1,526,575.00	\$1,793,640.00	\$1,557,118.00	\$ (236,522.00)	\$2,350,000.00	\$2,593,640.00	\$ 243,640.00
TOTAL EXPENDITURES	(\$878,876.13)	(\$1,980,222.00)	(\$768,463.17)	\$ 1,211,758.83	(\$3,577,772.00)	(\$4,272,880.00)	\$ (695,108.00)
Net Operating Rev's/Exp	\$647,698.87	(\$186,582.00)	\$788,654.83	\$ 975,236.83	(\$1,227,772.00)	(\$1,679,240.00)	\$ (451,468.00)
ENDING FUND BALANCE	\$7,285,696.07	\$7,099,114.07	\$8,074,350.90	\$ 975,236.83	\$6,342,311.07	\$6,395,110.90	\$ 52,799.83
FUND BALANCE-DESIGNATIONS/R	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
General Fund Reserve	\$1,050,504.77	\$478,711.77	\$898,060.89	\$419,349.12	\$557,260.77	\$570,667.89	\$13,407.12
Rett Fund Reserve-Parks and Trails	\$174,735.65	\$89,901.65	\$93,029.57	\$ 3,127.92	\$76,909.65	\$133,029.57	\$ 56,119.92
Rett Fund Reserve-Pool and Rec	\$14,847.78	\$39,847.78	\$39,847.78	\$ -	(\$35,152.22)	(\$35,152.22)	\$ -
Rett Fund Reserve-Transportation	\$4,058,178.16	\$4,680,641.16	\$4,755,453.17	\$ 74,812.01	\$4,150,224.16	\$4,091,649.17	\$ (58,574.99)
Tourism Reserve	\$1,279.44	\$1,279.44	\$1,279.44	\$ -	\$1,279.44	\$1,279.44	\$ -
Road Fund Reserve	<u>\$1,986,150.27</u>	<u>\$1,808,732.27</u>	<u>\$2,286,680.05</u>	<u>\$ 477,947.78</u>	<u>\$1,591,789.27</u>	<u>\$1,633,637.05</u>	<u>\$ 41,847.78</u>
TOTAL FUND BALANCE	\$7,285,696.07	\$7,099,114.07	\$8,074,350.90	\$ 975,236.83	\$6,342,311.07	\$6,395,110.90	\$ 52,799.83

CERF Fund-2025 Year-End

(minus figures are unfavorable)

	<u>2025 Budget</u>	<u>2025 Actual</u>	<u>Variance</u>
Revenues -	\$ 1,793,640	\$ 1,557,118	\$ (236,522)
Grants	(Federal grant and purchases moved to 2026)	\$	(243,640)
Other Revenue Accounts		\$	7,118
Total 2025 Revenue Variance		\$	(236,522)
Expenditures-Operating & Capital	\$ 1,980,222	\$ 768,463	\$ 1,211,759
Vehicle/Equipment Purchases	(Vehicles/Equipment -some already in '26, some pushed to 2026)	\$	1,211,759
Total 2025 Expenditure Variance		\$	1,211,759

CERF Fund-2026 Revisions

	<u>2026 Revisions</u>
Revenues -	\$ 243,640
Federal Grants-Buses	\$ 243,640
Total 2026 Revenue Revisions	\$ 243,640
Expenditures-Operating & Capital	\$ (695,108)
Vehicle/Equipment Purchases	(Carry forward from 2025 to 2026) \$ (695,108)
Total 2026 Expenditure Variance	\$ (695,108)

**TOWN OF SNOWMASS VILLAGE
CAPITAL IMPROVEMENT PROJECTS
BUDGET SUMMARY**

DESCRIPTION	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
BEGINNING FUND BALANCE	\$22,438,006.87	\$17,324,507.42	\$17,324,507.42	\$0.00	\$21,838,255.42	\$27,560,419.31	\$5,722,163.89
REVENUES	\$ 14,034,299.00	\$129,210,500.00	\$35,181,891.98	(\$94,028,608.02)	\$114,651,475.00	\$115,783,475.00	\$1,132,000.00
EXPENDITURES	\$ (19,147,798.45)	(\$136,515,323.00)	(\$24,945,980.09)	\$111,569,342.91	(\$125,185,432.00)	(\$130,840,887.00)	(\$5,655,455.00)
TOTAL REVENUES	\$14,034,299.00	\$129,210,500.00	\$35,181,891.98	(\$94,028,608.02)	\$114,651,475.00	\$115,783,475.00	\$1,132,000.00
TOTAL EXPENDITURES	(\$19,147,798.45)	(\$136,515,323.00)	(\$24,945,980.09)	\$111,569,342.91	(\$125,185,432.00)	(\$130,840,887.00)	(\$5,655,455.00)
Net Operating Rev's/Exp	(\$5,113,499.45)	(\$7,304,823.00)	\$10,235,911.89	\$17,540,734.89	(\$10,533,957.00)	(\$15,057,412.00)	(\$4,523,455.00)
ENDING FUND BALANCE	\$17,324,507.42	\$10,019,684.42	\$27,560,419.31	\$17,540,734.89	\$11,304,298.42	\$12,503,007.31	\$1,198,708.89

FUND BALANCE-DESIGNATIONS/RESERVES

Designations for Projects	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Actual</u>	2025 <u>Variance</u>	2026 <u>Budget</u>	2026 <u>Revised</u>	2026 <u>Variance</u>
General Fund	\$3,723,410.00	\$0.00	\$11,371,842.00	\$11,371,842.00	\$0.00	\$0.00	\$0.00
RETT Fund	\$3,943,646.00	\$0.00	\$2,913,445.00	\$2,913,445.00	\$0.00	\$0.00	\$0.00
Road Fund	\$0.00	\$0.00	\$501,332.00	\$501,332.00	\$0.00	\$0.00	\$0.00
Excise Fund	\$0.00	\$175,000.00	\$265,385.00	\$90,385.00	\$50,000.00	\$50,000.00	\$0.00
EOTC-Mall Transit	\$82,921.00	\$0.00	\$136,248.00	\$136,248.00	\$0.00	\$0.00	\$0.00
Grant-LRSH	\$208,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Draw Site	\$0.00	\$0.00	(\$418,359.00)	(\$418,359.00)	\$0.00	\$0.00	\$0.00
RFTA-MV Walkway to Mall	(\$115,049.80)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CORE Funds-Carriageway	\$1,639.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Fund-Loan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Fund	\$30,365.00	\$1,400,000.00	\$1,400,988.00	\$988.00	\$343,000.00	\$743,000.00	\$400,000.00
Housing/Gen'l-S'mass Ctr Road	\$486,000.00	\$2,200,000.00	\$2,200,000.00	\$0.00	\$2,200,000.00	\$2,200,000.00	\$0.00
Housing-Tourism	\$4,042,272.09	\$1,953,490.09	\$2,933,606.09	\$980,116.00	\$2,640,490.09	\$3,510,490.09	\$870,000.00
Tourism-Other	\$0.00	\$0.00	\$556,414.00	\$556,414.00	\$0.00	\$0.00	\$0.00
Tourism Fund	\$3,157,310.00	\$2,836,200.00	\$3,236,200.00	\$400,000.00	\$3,536,200.00	\$3,536,200.00	\$0.00
Sub-total	\$15,560,513.29	\$8,564,690.09	\$25,097,101.09	\$16,532,411.00	\$8,769,690.09	\$10,039,690.09	\$1,270,000.00
Funds Available-General Fund	\$1,294,988.64	\$853,988.84	\$951,566.01	\$97,577.17	\$1,023,988.84	\$951,566.01	(\$72,422.83)
Funds Available-RETT Fund	\$97,621.12	\$229,621.12	\$1,112,493.42	\$882,872.30	\$990,413.12	\$1,112,493.42	\$122,080.30
Funds Available-Road Fund	\$0.00	\$0.00	\$0.72	\$0.72	\$0.00	\$0.72	\$0.72
Funds Available-Housing Fund	\$247,999.58	\$247,999.58	\$254,910.69	\$6,911.11	\$247,999.58	\$254,910.69	\$6,911.11
Funds Available-Housing-Tourism	\$0.00	\$0.00	\$3,189.01	\$3,189.01	\$0.00	\$3,189.01	\$3,189.01
Funds Available-Excise Tax Fund	\$122,964.35	\$122,964.35	\$140,736.96	\$17,772.61	\$122,964.35	\$140,736.96	\$17,771.61
Funds Available-REOP Fund	\$384.59	\$384.59	\$384.59	\$0.00	\$384.59	\$384.59	\$0.00
Funds Available-Tourism	\$35.85	\$35.85	\$36.82	\$0.97	\$148,857.85	\$36.82	(\$148,821.03)
	\$1,763,994.13	\$1,454,994.33	\$2,463,318.22	\$1,008,323.89	\$2,534,608.33	\$2,463,317.22	(\$71,291.11)
TOTAL FUND BALANCE	\$17,324,507.42	\$10,019,684.42	\$27,560,419.31	\$17,540,734.89	\$11,304,298.42	\$12,503,007.31	\$1,198,708.89

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2024 Actual	2025 Budget	2025 Actual	2025 Variance		2026 Budget	2026 Revised	2026 Variance
					2025 Projected Budget			
REVENUES								
Transfers In-General Fund	\$ 2,680,557.00	\$ 11,739,170	\$ 11,739,170.00	\$ -	\$ 11,739,170	\$ 5,583,000	\$ 5,583,000	\$ -
Transfers In-General Fund-Mall Transit	\$ -			\$ -				\$ -
Transfers In-General Fund-Holy Cross Enhancement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-RETT Fund	\$ 2,125,000.00	\$ 1,455,000	\$ 1,455,000.00	\$ -	\$ 1,455,000	\$ 10,457,475	\$ 10,457,475	\$ -
Transfers In-RETT Fund-Mall Transit Plaza				\$ -				\$ -
Transfers In-Road Fund	\$ 805,847.00	\$ 859,000	\$ 859,000.00	\$ -	\$ 859,000	\$ 1,300,000	\$ 1,300,000	\$ -
Transfers In-Excise Tax Fund	\$ 631,675.00	\$ 800,000	\$ 800,000.00	\$ -	\$ 800,000	\$ -	\$ -	\$ -
Transfers In-Tourism-Other	\$ 825,000.00	\$ 900,000	\$ 900,000.00	\$ -	\$ 900,000	\$ 475,000	\$ 475,000	\$ -
Transfers In-Tourism-Housing	\$ 5,000,000.00	\$ 4,200,000	\$ 4,200,000.00	\$ -	\$ 4,200,000	\$ 4,800,000	\$ 5,700,000	\$ 900,000.00
Transfers In-Group Sales Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-REOP Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-Housing Fund	\$ 900,000.00	\$ 1,400,000	\$ 1,400,000.00	\$ -	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ -
Transfers In-Mountain View Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions-Private Donation-Paved Trails	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CORE	\$ 50,000.00			\$ -		\$ 50,000	\$ 50,000	\$ -
EOTC	\$ -	\$ 6,500,000	\$ 500,000.00	\$ (6,000,000.00)	\$ 500,000	\$ 6,000,000	\$ 6,000,000	\$ -
Miscellaneous	\$ -		\$ 22,662.30	\$ 22,662.30		\$ 710,000	\$ 710,000	\$ -
RFTA Contributions	\$ -	\$ 874,330	\$ 320,059.68	\$ (554,270.32)	\$ 374,330	\$ 526,000	\$ 526,000	\$ -
Contribution-Holy Cross-FIBER Project	\$ -			\$ -				\$ -
Contribution-Rodeo	\$ -			\$ -				\$ -
Contribution-Draw Site Partners				\$ -	\$ -	\$ 3,500,000	\$ 3,500,000	\$ -
Grant - DOLA-Fiber Project-Phase 2	\$ 608,220.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant - DOLA-Snowmass Center Land Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000.00
Grant - NDME Wildfire	\$ -	\$ -	\$ -	\$ -		\$ 850,000	\$ 850,000	\$ -
Grant - Little Red Schoolhouse	\$ 208,000.00	\$ 1,792,000	\$ 42,000.00	\$ (1,750,000.00)	\$ -			\$ -
Grant - Colorado Parks & Wildlife	\$ -	\$ 50,000	\$ -	\$ (50,000.00)	\$ 50,000		\$ 50,000	\$ 50,000.00
Grant - Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant - MMOF-Grant #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant-State-Mall Transit	\$ -			\$ -				\$ -
Grant - FTA/FASTER Grant	\$ -	\$ 132,000	\$ -	\$ (132,000.00)	\$ 132,000		\$ 132,000	\$ 132,000.00
Grant - MMOF-Grant #2	\$ -			\$ -				\$ -
Grants-Colorado Energy Office	\$ -	\$ 9,000	\$ 44,000.00	\$ 35,000.00	\$ 43,000			\$ -
Grants-DOLA-Fiber Project-Phase 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Sources-Snowmass W & S/Financing	\$ -	\$ 98,500,000	\$ 12,900,000.00	\$ (85,600,000.00)	\$ 12,900,000	\$ 79,000,000	\$ 79,000,000	\$ -
Total Revenues	\$ 14,034,299.00	\$ 129,210,500	\$ 35,181,891.98	\$ (94,028,608.02)	\$ 35,352,500	\$ 114,651,475	\$ 115,783,475	\$ 1,132,000.00

EXPENDITURES								
	2024 Actual	2025 Revised	2025 Actual	2025 Variance	2025 Projected	2026 Proposed	2026 Proposed	2026 Variance
FACILITIES								
Gen'l Gov't-Marketing Reconfiguration Imprvmnts	\$ -			\$ -				\$ -
Gen'l Gov't-Town Hall/Rec Cntr/PW Facility MBCx Imprvmnts	\$ -			\$ -				\$ -
Gen'l Gov't-Little Red Schoolhouse Expansion	\$ 104,685.28	\$ 8,750,314	\$ 309,430.01	\$ 8,440,883.99	\$ 270,000	\$ 8,480,314	\$ 8,480,314	\$ -
Gen'l Gov't-Krabloonik Repairs	\$ 39,503.72	\$ 60,496	\$ 567.12	\$ 59,928.88	\$ 5,000	\$ 205,496	\$ 209,928	\$ (4,432.00)
Transp/Fleet-Bus Facility Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Transp/Fleet-Computer aided dispatch/automated vehicle locator	\$ 84,207.56	\$ 1,065,792	\$ -	\$ 1,065,792.00	\$ 300,000	\$ 50,000	\$ 350,000	\$ (300,000.00)
Transp/Fleet-Zero Emission facility improvements	\$ -			\$ -				\$ -
Transp/Fleet-Town Park Station Concrete Prjct	\$ 13,416.25			\$ -				\$ -
Transp/Fleet-Parcel C Restroom Rpr & Remodel	\$ -			\$ -				\$ -
Transp/Fleet-Bus Stop Improvement Project	\$ 82,305.00	\$ 202,695	\$ -	\$ 202,695.00	\$ 202,695	\$ 75,000	\$ 277,695	\$ (202,695.00)
Transp/Fleet-Meadow Ranch Bus Stop Project	\$ -			\$ -				\$ -

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2024 Actual	2025 Budget	2025 Actual	2025 Variance		2026 Budget	2026 Revised	2026 Variance
					2025 Projected Budget			
Transp/Fleet-Mall - RFTA Depot	\$ 107,856.54	\$ 9,582,922	\$ 75,276.46	\$ 9,507,645.54	\$ 250,000	\$ 9,332,922	\$ 9,340,566	\$ (7,644.00)
Transp/Fleet-Mall - RFTA Depot-Contingency	\$ -			\$ -				\$ -
Transp/Fleet-Daly Lane Depot Roof	\$ -			\$ -				\$ -
Transp/Fleet-Electric Vehicle Stations	\$ 134,222.50	\$ 98,777	\$ 86,739.10	\$ 12,037.90	\$ 98,777		\$ 12,037	\$ (12,037.00)
Transp/Fleet-New WeCycle Stations	\$ -	\$ 505,000	\$ 429,679.50	\$ 75,320.50	\$ 505,000	\$ 52,000	\$ 73,050	\$ (21,050.00)
Public Works - Facility Remodel	\$ -			\$ -				\$ -
Public Works - PW Training/Lunch Room Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000	\$ -
Public Works - Cold Storage				\$ -		\$ 500,000	\$ 500,000	\$ -
Public Works - Buildings AB Roof	\$ -	\$ -	\$ -	\$ -				\$ -
Cultural and Rec-Concession Stand Upgrade	\$ -			\$ -				\$ -
Cultural and Rec-Water Slide - Replace slide & add'l slide/repair concrete	\$ 83,900.00	\$ 316,100	\$ 178,917.02	\$ 137,182.98	\$ 316,100		\$ 137,182	\$ (137,182.00)
Cultural and Rec-Pool Shade Structure	\$ -			\$ -				\$ -
Cultural and Rec-Library Expansion	\$ -			\$ -		\$ 100,000	\$ 100,000	\$ -
Cultural and Rec-Rec Center Locker Room Expansion	\$ -	\$ 35,000	\$ -	\$ 35,000.00	\$ -	\$ 35,000	\$ 35,000	\$ -
Cultural and Rec-Rec Ctr-Pool Refurbishment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total - Facilities	\$ 650,096.85	\$ 20,617,096	\$ 1,080,609.21	\$ 19,536,486.79	\$ 1,947,572	\$ 19,380,732	\$ 20,065,772	\$ (685,040.00)
<u>LAND & LAND IMPROVEMENTS</u>								
Parks and Trails- Softball Field Redesign and Improvements	\$ -			\$ -				\$ -
Parks and Trails- Fishing Pond-Outlet Structure Improvements	\$ -			\$ -				\$ -
Parks and Trails - Ice Rink Relocation	\$ -			\$ -				\$ -
Parks and Trails - Skate Park Repairs	\$ -			\$ -				\$ -
Parks and Trails - Tennis Court/BB Court Resurfacing	\$ -	\$ 125,000	\$ 74,000.00	\$ 51,000.00	\$ 80,000		\$ 51,000	\$ (51,000.00)
Parks and Trails - Hard Surface Trail Improvements	\$ 596,464.87	\$ 1,229,228	\$ 1,103,953.75	\$ 125,274.25	\$ 1,229,228	\$ 1,500,000	\$ 1,647,937	\$ (147,937.00)
Parks and Trails - Brush Crk Trail-Bridge Replacements	\$ -	\$ 30,000	\$ 2,798.50	\$ 27,201.50	\$ 30,000	\$ 300,000	\$ 362,201	\$ (62,201.00)
Parks and Trails - Soft Surface Trail Improvements	\$ -	\$ 122,525	\$ -	\$ 122,525.00	\$ -	\$ 150,000	\$ 150,000	\$ -
Parks and Trails -Town Park ---- Phase 1, 2, 3 & 4 in Mntn Facility	\$ 3,647,362.46	\$ 707,202	\$ 133,321.73	\$ 573,880.27	\$ 707,202	\$ -	\$ 573,880	\$ (573,880.00)
Parks and Trails -Town Park ---- Phase 2 - Maintenance Facility	\$ -			\$ -				\$ -
Parks and Trails -Town Park - Gazebo	\$ -			\$ -		\$ 100,000	\$ 100,000	\$ -
Parks and Trails- Twn Prk Station Pond-Outlet Structure Imprvmnts	\$ -			\$ -				\$ -
Parks and Trails- Bike Skills Trail	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Parks and Trails- Playground Restoration	\$ -	\$ 60,000	\$ -	\$ 60,000.00	\$ -	\$ 90,000	\$ 90,000	\$ -
Parks and Trails- Repair Retaining Wall/Railing at C. Robinson Prk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks and Trails- Community Garden Expansion	\$ -	\$ 25,000	\$ -	\$ 25,000.00	\$ -	\$ 25,000	\$ 25,000	\$ -
Parks and Trails- Ice Rink Equipment	\$ -			\$ -				\$ -
Sub-total - Land & Land Imprvm	\$ 4,243,827.33	\$ 2,298,955	\$ 1,314,073.98	\$ 984,881.02	\$ 2,046,430	\$ 2,165,000	\$ 3,000,018	\$ (835,018.00)
<u>ROADS AND STREETS</u>								
Streetscape - Median Improvements	\$ -	\$ 11,539	\$ -	\$ 11,539.00	\$ 11,539	\$ -	\$ 11,539	\$ (11,539.00)
Streetscape - Guardrail Replacement Program	\$ -			\$ -		\$ 30,000	\$ 30,000	\$ -
Streetscape - Retaining Wall Replacement Program	\$ 10,393.75	\$ 575,688	\$ 31,080.00	\$ 544,608.00	\$ 575,688	\$ 210,000	\$ 754,608	\$ (544,608.00)
Street Improvements - Bridge Program	\$ -	\$ 250,000	\$ 28,257.25	\$ 221,742.75	\$ 100,000	\$ 250,000	\$ 321,742	\$ (71,742.00)
Street Improvements - Brush Creek/Owl Creek Rd Intersctn Imp	\$ 35,928.25			\$ -				\$ -
Street Improvements - Brush Creek/Owl Creek Rd Round-about	\$ 270,206.88	\$ 295,550	\$ 175,821.50	\$ 119,728.50	\$ 295,550	\$ 8,500,000	\$ 8,619,728	\$ (119,728.00)
Street Improvements - Brush Creek/Owl Creek Rd Rnd-about-S'mass W & S						\$ 710,000	\$ 710,000	\$ -
Street Improvements - Paving Projects	\$ 1,212,748.71	\$ 1,697,614	\$ 357,667.28	\$ 1,339,946.72	\$ 1,697,614	\$ 1,300,000	\$ 2,639,946	\$ (1,339,946.00)
Multi-Modal/Alt Mobility - Highline Rd Pedestrian Improvements	\$ 54,326.44	\$ -	\$ -	\$ -	\$ -			\$ -
Multi-Modal/Alt Mobility - Fairway 3 Bike Path	\$ -			\$ -				\$ -
Multi-Modal/Alt Mobility - Hard Surface Trails	\$ -			\$ -				\$ -
Multi-Modal/Alt Mobility - Woodbridge decking repair	\$ -			\$ -				\$ -
Multi-Modal/Alt Mobility - Brush Crk Road to Bru Crk Lane	\$ -			\$ -				\$ -
Multi-Modal/Alt Mobility - Bru Crk Rd Crossing Imp	\$ -			\$ -				\$ -
Multi-Modal/Alt Mobility - Bru Crk Rd Pedestrian Imp-Sinclair Road	\$ -			\$ -				\$ -

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2024 Actual							
		2025 Budget	2025 Actual	2025 Variance	2025 Projected Budget	2026 Budget	2026 Revised	2026 Variance
Multi-Modal/Alt Mobility - Woodbridge Maintenance/Upgrades	\$ 307,780.25	\$ 40,603	\$ 27,610.00	\$ 12,993.00	\$ 40,603		\$ 12,993	\$ (12,993.00)
Multi-Modal/Alt Mobility - Connecting Village Nodes	\$ 144,731.17	\$ 430,268	\$ 425,797.76	\$ 4,470.24	\$ 430,268	\$ 250,000	\$ 254,470	\$ (4,470.00)
Multi-Modal/Alt Mobility - LRSH to Gamble Way				\$ -				\$ -
Multi-Modal/Alt Mobility -Bru Crk Rd from Upper Kearns to Mtn View	\$ -	\$ 60,000	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -
Multi-Modal/Alt Mobility - Walkway-MV to SV Mall	\$ 739,046.80	\$ 534,950	\$ 406,345.82	\$ 128,604.18	\$ 534,950		\$ 128,604	\$ (128,604.00)
Multi-Modal/Alt Mobility - Walkway-Faraway Rd to Upper Kearns	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi-Modal/Alt Mobility - Bru Crk Rd Pedestrian Imp-Town Park	\$ -			\$ -		\$ -	\$ -	\$ -
Sub-total - Road & Streets	\$ 2,775,162.25	\$ 3,896,212	\$ 1,452,579.61	\$ 2,443,632.39	\$ 3,686,212	\$ 11,250,000	\$ 13,483,630	\$ (2,233,630.00)
UTILITIES								
Snowmelt - MBCx Snowmelt Implemntation Design	\$ -			\$ -				\$ -
Utilities - Upper Town Hall Entry & Lights	\$ -			\$ -				\$ -
Snowmelt - Snowmelt Lot 2 Boiler Replacement Project	\$ -			\$ -				\$ -
Snowmelt - Snowmelt Parcel C Boiler Replacement Project	\$ -			\$ -				\$ -
Snowmelt - Snowmelt Base Village Boiler Replacement Project	\$ -			\$ -				\$ -
Snowmelt - Snowmelt TOV Boiler Replacement Project	\$ -			\$ -				\$ -
Snowmelt - Lower Carriageway Snowmelt Vault	\$ 232,107.38	\$ 211,376	\$ 492,033.38	\$ (280,657.38)	\$ 211,376		\$ 19,342	\$ (19,342.00)
Snowmelt - Replace Aged Glycol-Snowmelt System	\$ -	\$ 350,000	\$ 33,848.29	\$ 316,151.71	\$ 350,000		\$ 16,151	\$ (16,151.00)
Snowmelt - Road Sealing				\$ -		\$ 300,000	\$ 300,000	\$ -
Utilities - Solar Renewables Project	\$ -			\$ -				\$ -
Utilities - Micro Hydro Renewables Project	\$ -			\$ -				\$ -
Snowmelt - Snowmelt BV Controls Project	\$ -			\$ -				\$ -
Sub-total - Utilities	\$ 232,107.38	\$ 561,376	\$ 525,881.67	\$ 35,494.33	\$ 561,376	\$ 300,000	\$ 335,493	\$ (35,493.00)
STRATEGIC PLANNING								
Planning & Consult - Community Plan				\$ -				\$ -
Planning & Consult - Entryway (Phase III) Planning Project	\$ -			\$ -				\$ -
Sub-total - Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STORM WATER & DRAINAGE								
Storm Water & Drainage - Brush Creek/Kearns Road Culvert	\$ 3,913,830.35	\$ 90,225	\$ 12,013.25	\$ 78,211.75	\$ 90,225		\$ 78,211	\$ (78,211.00)
Storm Water & Drainage - Vidal Gulch Project	\$ 58,690.21	\$ 69,138	\$ -	\$ 69,138.00	\$ 69,138		\$ 69,138	\$ (69,138.00)
Storm Water & Drainage-Woodbridge Road Culvert Replacement	\$ -	\$ 2,925,000	\$ 2,810,915.23	\$ 114,084.77	\$ 2,925,000		\$ 114,084	\$ (114,084.00)
Storm Water and Drainage - Stormwater Management Plan	\$ 124,810.52	\$ 7,189	\$ 692.00	\$ 6,497.00	\$ 7,189	\$ -	\$ 6,497	\$ (6,497.00)
Sub-total - Storm Water & Drainage	\$ 4,097,331.08	\$ 3,091,552	\$ 2,823,620.48	\$ 267,931.52	\$ 3,091,552	\$ -	\$ 267,930	\$ (267,930.00)
COMMUNICATION AND TECHNOLOGY								
Comm & Tech - Parking Lot Licensing System	\$ -	\$ 100,000	\$ 4,116.85	\$ 95,883.15	\$ 24,000		\$ 95,883	\$ (95,883.00)
Comm & Tech - Network Cabling Enhancements	\$ -			\$ -				\$ -
Comm & Tech - Fiber Project	\$ 132,088.69	\$ 59,856	\$ -	\$ 59,856.00	\$ 59,856		\$ 59,856	\$ (59,856.00)
Comm & Tech - Council Chambers/Mtg Room AV	\$ -			\$ -				\$ -
Comm & Tech - Fiber Project-Phase 2	\$ 1,016,390.54	\$ 87,380	\$ 9,619.99	\$ 77,760.01	\$ 87,380		\$ 77,760	\$ (77,760.00)
Comm & Tech - Fiber Project-Phase 3-Last Mile	\$ -			\$ -		\$ 500,000	\$ 500,000	\$ -
Comm & Tech - Community Micro Grid	\$ -			\$ -				\$ -
Comm & Tech - 800 Mhz Radio System	\$ -			\$ -				\$ -
Sub-total - Communications & Technology	\$ 1,148,479.23	\$ 247,236	\$ 13,736.84	\$ 233,499.16	\$ 171,236	\$ 500,000	\$ 733,499	\$ (233,499.00)
HOUSING								
Housing Projects - Brush Creek & Palisades Bldg Renovations	\$ -			\$ -				\$ -
Housing Projects - Mobile Home Park Contribution		\$ 1,250,000	\$ 1,250,000.00	\$ -	\$ 1,250,000			
Housing Projects - Daly Lane Townhomes Retaining Wall	\$ -			\$ -				\$ -
Housing Projects - Housing Master Plan Design Work	\$ -			\$ -				\$ -
Housing Projects - Housing Land Opportunities	\$ 25,015.00	\$ 25,000	\$ -	\$ 25,000.00	\$ 25,000	\$ 25,000	\$ 50,000	\$ (25,000.00)

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2024 Actual	2025 Budget	2025 Actual	2025 Variance	2025 Projected Budget	2026 Budget	2026 Revised	2026 Variance
Housing Projects - Faraway Apartments	\$ 4,605,455.72			\$ -				\$ -
Housing Projects - MVI-Design and Renovation	\$ 53,175.94	\$ 30,365	\$ 29,376.01	\$ 988.99	\$ 30,365		\$ 988	\$ (988.00)
Housing Projects - Carriageway Housing	\$ 48,360.50	\$ 226,639	\$ 99,081.18	\$ 127,557.82	\$ 226,639		\$ 352,557	\$ (352,557.00)
Housing Projects - Comprehensive Needs Assessment	\$ -	\$ 70,000	\$ -	\$ 70,000.00	\$ 40,000	\$ -	\$ 57,000	\$ (57,000.00)
Housing Projects - Draw Site Housing-Planning/Design	\$ 435,053.23	\$ 282,330	\$ 282,330.00	\$ -	\$ 282,330			\$ -
Housing Projects - Draw Site Housing - Construction	\$ -	\$ 86,000,000	\$ 418,359.88	\$ 85,581,640.12	\$ 400,000	\$ 82,500,000	\$ 82,081,641	\$ 418,359.00
Housing Projects - Next Project	\$ -			\$ -		\$ -	\$ -	\$ -
Housing Projects - Snowmass Center property acquisition	\$ -	\$ 12,500,000	\$ 12,475,318.00	\$ 24,682.00	\$ 12,900,000			\$ -
Housing Projects - Snowmass Center Land project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ (50,000.00)
Housing Projects - Housing at Public Works	\$ -			\$ -				\$ -
Housing Projects - Snowmass Inn-Interior	\$ 9,052.98			\$ -				\$ -
Housing Projects - Snowmass Inn-Exterior	\$ 377,547.96	\$ 1,622,452	\$ 699,335.22	\$ 923,116.78	\$ 1,200,000	\$ 522,452	\$ 1,023,116	\$ (500,664.00)
Housing Projects - Mtn View I-Interior Renovations	\$ -			\$ -				\$ -
Housing Projects - Mtn View II-Interior Renovations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Housing Projects - Mtn View II-Exterior Renovations	\$ -			\$ -				\$ -
Housing Projects - Villas North-Exterior Renovations	\$ -	\$ 200,000	\$ 212,171.21	\$ (12,171.21)	\$ 200,000	\$ 6,000,000	\$ 5,987,829	\$ 12,171.00
Housing Projects - Snowmass Ctr -Employee Housing Road		\$ -	\$ -	\$ -	\$ -			\$ -
Housing Projects - Willows C-7	\$ -	\$ 765,000	\$ 777,791.40	\$ (12,791.40)	\$ 765,000			\$ -
Housing Projects - CCTH #19	\$ -	\$ 560,000	\$ 557,020.37	\$ 2,979.63	\$ 560,000			\$ -
Housing Projects - WMRHC Buy-Down Program contribution	\$ 250,000.00	\$ 250,000	\$ 250,000.00	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
Housing Projects - Coffey Place	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total - Housing	\$ 5,803,661.33	\$ 103,781,786	\$ 17,050,783.27	\$ 86,731,002.73	\$ 18,129,334	\$ 89,297,452	\$ 89,853,131	\$ (555,679.00)
OTHER CIP								
Solid Waste - Solid Waste Management Plan				\$ -				\$ -
Solid Waste - Town Hall Trash/Recycle Dumpster Shed	\$ -	\$ 200,000	\$ -	\$ 200,000.00	\$ 200,000		\$ 200,000	\$ (200,000.00)
Other - Supplemental Project Costs	\$ -	\$ 450,000	\$ -	\$ 450,000.00	\$ 450,000	\$ 1,000,000	\$ 1,190,000	\$ (190,000.00)
Other - Wildfire Projects	\$ -	\$ 150,000	\$ 20,000.00	\$ 130,000.00	\$ 150,000	\$ 850,000	\$ 980,000	\$ (130,000.00)
Snowmass Tourism - Discovery, next phase	\$ 995.00	\$ 167,248	\$ -	\$ 167,248.00	\$ -	\$ 167,248	\$ 167,248	\$ -
Snowmass Tourism - Fanny Hill Improvements	\$ 84,960.00	\$ 15,040	\$ 15,039.78	\$ 0.22	\$ 15,040	\$ 75,000	\$ 75,000	\$ -
Snowmass Tourism - Fanny Hill Stage/Sound System	\$ 101,178.00	\$ 398,822	\$ 236,082.00	\$ 162,740.00	\$ 250,000		\$ 162,740	\$ (162,740.00)
Snowmass Tourism - Large Mastodon	\$ 10,000.00	\$ 240,000	\$ 13,573.25	\$ 226,426.75	\$ 40,000	\$ 200,000	\$ 226,426	\$ (26,426.00)
Snowmass Tourism - Product Enhancements	\$ -	\$ 400,000	\$ -	\$ 400,000.00	\$ 100,000	\$ -	\$ 100,000	\$ (100,000.00)
Sub-total - Other CIP	\$ 197,133.00	\$ 2,021,110	\$ 284,695.03	\$ 1,736,414.97	\$ 1,205,040	\$ 2,292,248	\$ 3,101,414	\$ (809,166.00)
FINANCING EXPENDITURES								
Costs of Issuance	\$ -	\$ -	\$ 189,886.90	\$ (189,886.90)	\$ -			\$ -
Underwriters Discount	\$ -	\$ -	\$ 116,100.00	\$ (116,100.00)	\$ -			\$ -
Other Financing Uses	\$ -	\$ -	\$ 94,013.10	\$ (94,013.10)	\$ -			\$ -
Sub-total - Financing Expenditures	\$ -	\$ -	\$ 400,000.00	\$ (400,000.00)	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 19,147,798.45	\$ 136,515,323.00	\$ 24,945,980.09	\$ 111,569,342.91	\$ 30,838,752.00	\$ 125,185,432.00	\$ 130,840,887.00	\$ (5,655,455.00)
NET REV/EXP -	\$ (5,113,499.45)	\$ (7,304,823)	\$ 10,235,911.89	\$ (17,540,734.89)	\$ 4,513,748	\$ (10,533,957)	\$ (15,057,412)	\$ 4,523,455.00
Beginning Carryover	\$ 22,438,006.87	\$ 17,324,507.42	\$ 17,324,507.42	\$ -	\$ 17,324,507.42	\$ 21,838,255.42	\$ 27,560,419.31	\$ 5,722,163.89
Revenues	\$ 14,034,299.00	\$ 129,210,500	\$ 35,181,891.98	\$ (94,028,608.02)	\$ 35,352,500	\$ 114,651,475.00	\$ 115,783,475.00	\$ 1,132,000.00
Expenditures	\$ 19,147,798.45	\$ 136,515,323	\$ 24,945,980.09	\$ 111,569,342.91	\$ 30,838,752	\$ 125,185,432.00	\$ 130,840,887.00	\$ (5,655,455.00)

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2024 Actual	2025 Budget	2025 Actual	2025 Variance	2025 Projected Budget	2026 Budget	2026 Revised	2026 Variance	
Ending Balance	\$ 17,324,507.42	\$ 10,019,684	\$ 27,560,419.31	\$ 17,540,734.89	\$ 21,838,255	\$ 11,304,298	\$ 12,503,007	\$ 1,198,708.89	

2026 Proposed Budget Amendments

Fund	Account	Revenue Changes	Expenditure Changes	NOTES:
General Fund				
--Revenues:				
	Property Taxes-ASC	\$ 499,165		Increase revenue from ballot question in November '25
	S'mass Ctr Land-COP - Transfer In-Tourism	\$ 799,863		Add Transfer-in from Tourism for S'mass Ctr land lease payment-equals exp in the Gen'l Fund
		\$ 1,299,028		
--Expenditures:				
ONE-TIME EXPENDITURES				
<u>2025 Budgeted expenditures reserved at 12/31/2025 to be spent in 2026</u>				
	Capital-Town Manager	\$ (21,207)		(Enterprise Content Mgmt/Meeting Room Upgrades/Equip Sheds/Fiber lease/Camera Upgrades)
	Capital-Community Development	\$ (102)		(Scanning documents/plans)
	Capital-Recreation	\$ (1,089)		(Rec Center tables/chairs)
	Capital-Public Safety	\$ (250,482)		(Dispatch with Pitkin County/LPR System)
	Capital-Transportation	\$ (40,275)		(Ridership Survey/Electric Vehicle Plan)
	Capital-PW Admin	\$ (38,314)		(Continue with PW remodel/Backup Power)
	Capital-Arts	\$ 1,247		(Reduce '26 budget for overspent funds in '25)
	Capital-Road	\$ (37,287)		(Traffic Counter/Monument Sign)
	Capital-Facility Maintenance	\$ (298,350)		(Town Hall backup power/Bottle Fill Stations/Bldg Plan Update/PW Remodel/Windows)
		\$ (685,859)		
	BERF-Capital Reserves Used	Sub-total \$ (140,563)		(Complete projects)
	STR Study-One Times	\$ (27,000)		(To complete the study)
	Aspen School District	\$ (499,165)		Increase expense from ballot question in November '25
	Pitkin County - PACT	\$ (35,000)		(2026 contribution)
	Recreation Bank Fees	\$ (90,000)		(Credit Card costs)
	S'mass Ctr Land-COP Payment	\$ (799,863)		(Record 2026 new lease payments for S'mass Center Land-offset by Tourism-transfer in)
	Finance	\$ (9,600)		(Additional collection fees for ASD property tax increase)
Total 2026 Expenditure		\$ (2,287,050)		
Total Revenue/Expenditure Revision		\$ 1,299,028	\$ (2,287,050)	

RETT Fund				
<u>Budgeted in 2025-move to 2026</u>				
--Expenditures:				
	BERF-Capital Reserves Used	\$ (53,741)		(Complete building repair projects)
Total Revenue/Expenditure Revision		\$ (53,741)		

Road Fund				
<u>Budgeted in 2025-move to 2026</u>				
--Expenditures:				
	BERF-Capital Reserves Used	\$ (174,699)		(Complete building repair projects)

2026 Proposed Budget Amendments

Fund	Account	Revenue Changes	Expenditure Changes	NOTES:
	Total Revenue/Expenditure Revision	\$	(174,699)	
Tourism Fund				
	<u>Budgeted in 2025-move to 2026</u>			
--Expenditures:	DMP Initiatives/Ice Age	\$	(132,275)	(To aid Tourism in planning and executing DMP initiatives)
	Industry Relations	\$	(56,627)	(To support Tourism in enhancing community programming)
	Transfer out-CIP for Housing	\$	(900,000)	(For future employee housing projects)
	Total Revenue/Expenditure Revision	\$	(1,088,902)	
Housing Fund				
	<u>Budgeted in 2025-move to 2026</u>			
--Expenditures:	Skid Loader	\$	(14,400)	(Move to 2026 per Fleet Superintendent)
	Total Revenue/Expenditure Revision	\$	-	\$ (14,400)
CERF Fund				
--Revenues:	Federal Grants-Buses	\$	243,640	
	<u>Budgeted in 2025-move to 2026 and adjustments to cost</u>			
--Expenditures:	Vehicle/Equipment Purchases	\$	(695,108)	(Several vehicles were moved to 2026 including 2 buses and a water truck)
	Total Revenue/Expenditure Revision	\$	243,640	\$ (695,108)
REOP Fund				
	<u>Budgeted in 2025-move to 2026</u>			
--Revenues:				
--Expenditures:	Energy Sustainability	\$	(105,000)	(Unspent funds from 2025...rolling forward to add to 2026 budget)
	Total Revenue/Expenditure Revision	\$	-	\$ (105,000)
CIP Fund				
--Revenues:	CPW	\$	50,000	Carriageway Dumpster
	Grant - FTA/FASTER Grant	\$	132,000	Computer-aided Dispatch
	Grant - DOLA	\$	50,000	Employee Housing expenses related to the Snowmass Center Land employee housing design
	Transfer In - Tourism for Housing	\$	900,000	For future employee housing projects
--Expenditures:	<u>Carryover from 2025 to 2026</u>			
Gen'l Gov't-Krabloonik Repairs		\$	(4,432.00)	Carry balance or adjustment to 2026 budget
Transp/Fleet-Computer aided dispatch/automated vehicle locator		\$	(300,000)	Carry balance or adjustment to 2026 budget
Transp/Fleet-Bus Stop Improvement Project		\$	(202,695)	Carry balance or adjustment to 2026 budget
Transp/Fleet-Mall - RFTA Depot		\$	(7,644)	Carry balance or adjustment to 2026 budget
Transp/Fleet-Electric Vehicle Stations		\$	(12,037)	Carry balance or adjustment to 2026 budget
Transp/Fleet-New We-Cycle Stations		\$	(21,050)	Carry balance or adjustment to 2026 budget
Cultural and Rec-Water projects		\$	(137,182)	Carry balance or adjustment to 2026 budget

2026 Proposed Budget Amendments

<u>Fund</u>	<u>Account</u>	<u>Revenue Changes</u>	<u>Expenditure Changes</u>	<u>NOTES:</u>
Parks and Trails	- Tennis Court/BB Court Resurfacing	\$	(51,000)	Carry balance or adjustment to 2026 budget
Parks and Trails	- Hard Surface Trail Improvements	\$	(147,937)	Carry balance or adjustment to 2026 budget
Parks and Trails	- Brush Crk Trail-Bridge Replacements	\$	(62,201)	Carry balance or adjustment to 2026 budget
Parks and Trails	-Town Park	\$	(573,880)	Carry balance or adjustment to 2026 budget
Streetscape	- Median Improvements	\$	(11,539)	Carry balance or adjustment to 2026 budget
Streetscape	- Retaining Wall Replacement Program	\$	(544,608)	Carry balance or adjustment to 2026 budget
Street Improvements	- Bridge Program	\$	(71,742)	Carry balance or adjustment to 2026 budget
Street Improvements	- Brush Creek/Owl Creek Rd Roundabout	\$	(119,728)	Carry balance or adjustment to 2026 budget
Street Improvements	- Paving Projects	\$	(1,339,946)	Carry balance or adjustment to 2026 budget
Multi-Modal/Alt Mobility	- Woodbridge Maintenance/Upgrades	\$	(12,993)	Carry balance or adjustment to 2026 budget
Multi-Modal/Alt Mobility	- Connecting Village Nodes	\$	(4,470)	Carry balance or adjustment to 2026 budget
Multi-Modal/Alt Mobility	- Walkway-MV to SV Mall	\$	(128,604)	Carry balance or adjustment to 2026 budget
Snowmelt	- Lower Carriageway Snowmelt Vault	\$	(19,342)	Carry balance or adjustment to 2026 budget
Snowmelt	- Replace Aged Glycol-Snowmelt System	\$	(16,151)	Carry balance or adjustment to 2026 budget
Storm Water & Drainage	- Brush Creek/Kearns Road Culvert	\$	(78,211)	Carry balance or adjustment to 2026 budget
Storm Water & Drainage	- Vidal Gulch Project	\$	(69,138)	Carry balance or adjustment to 2026 budget
Storm Water & Drainage	-Woodbridge Road Culvert Replacement	\$	(114,084)	Carry balance or adjustment to 2026 budget
Storm Water and Drainage	- Stormwater Management Plan	\$	(6,497)	Carry balance or adjustment to 2026 budget
Comm & Tech	- Parking Lot Licensing System	\$	(95,883)	Carry balance or adjustment to 2026 budget
Comm & Tech	- Fiber Project	\$	(59,856)	Carry balance or adjustment to 2026 budget
Comm & Tech	- Fiber Project Phase 2	\$	(77,760)	Carry balance or adjustment to 2026 budget
Housing Projects	- Housing Land Opportunities	\$	(25,000)	Carry balance or adjustment to 2026 budget
Housing Projects	- MVI-Design and Renovation	\$	(988)	Carry balance or adjustment to 2026 budget
Housing Projects	- Carriageway Housing	\$	(352,557)	Carry balance or adjustment to 2026 budget
Housing Projects	- Snowmass Center Land project	\$	(50,000)	Carry balance or adjustment to 2026 budget
Housing Projects	- Comprehensive Needs Assessment	\$	(57,000)	Carry balance or adjustment to 2026 budget
Housing Projects	- Draw Site Housing	\$	418,359	Carry balance or adjustment to 2026 budget
Housing Projects	- Snowmass Inn-Exterior	\$	(500,664)	Carry balance or adjustment to 2026 budget
Housing Projects	- Villas North-Exterior Renovations	\$	12,171	Carry balance or adjustment to 2026 budget
Solid Waste	- Town Hall Trash/Recycle Dumpster Shed	\$	(200,000)	Carry balance or adjustment to 2026 budget
Other	- Supplemental Project Costs	\$	(190,000)	Carry balance or adjustment to 2026 budget
Other	- Wildfire Projects	\$	(130,000)	Carry balance or adjustment to 2026 budget
Snowmass Tourism	- Fanny Hill Improvements	\$	(162,740)	Carry balance or adjustment to 2026 budget
Snowmass Tourism	- Product Enhancements	\$	(100,000)	Carry balance or adjustment to 2026 budget
Snowmass Tourism	- Large Mastodon	\$	(26,426)	Carry balance or adjustment to 2025 budget
Total Revenue/Expenditure Revision		\$	1,132,000	\$ (5,655,455)

GRAND TOTAL REVISIONS	\$	2,674,668	\$	(10,074,355)
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WHEREAS, the REOP Fund is revised to include expenditures that were part of the 2025 budget and were not expended in 2025, but are anticipated to be expended in 2026; and

WHEREAS, the Capital Improvement Project Fund is revised to include expenditures that were part of the 2025 budget and were not expended in 2025, but are anticipated to be expended in 2026 plus the DOLA grand and expenditures; and

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

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

Section One: Revised Budget

That the Town of Snowmass Village 2026 budget for the General Fund, RETT Fund, Road Fund, Tourism Fund, the Housing Fund, the Capital Equipment Reserve Fund, the REOP Fund and the Capital Improvement Project Fund be adjusted to include the below amendments.

Section Two: Appropriation

That the below 2026 revised revenues and expenditures are hereby appropriated for expenditure during the 2026 budget year.

Section Three: Effective Date

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

**Town of Snowmass Village
Budget Changes - 2026**

	2026	2026
	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$ 1,299,028	\$ 2,287,050
RETT Fund		\$ 53,741
Road Fund		\$ 174,699
Tourism Fund		\$ 1,088,902
Housing Fund		\$ 14,400
CERF Fund	\$ 243,640	\$ 695,108
REOP Fund		\$ 105,000
CIP Fund	\$ 1,132,000	\$ 5,655,455
TOTAL	\$ 2,674,668	\$ 10,074,355

INTRODUCED, READ AND ADOPTED on first reading by the Town Council of Snowmass Village, Colorado on the 6th day of April, 2026 with a motion made by Council Member _____ and seconded by Council Member _____ and by a vote of ____ in favor to ____ opposed.

INTRODUCED, READ AND ADOPTED on second reading by the Town Council of Snowmass Village, Colorado on the 20th day of April, 2026 with a motion made by _____ and seconded by _____, and by a vote of ____ in favor to ____ opposed. A roll call was taken, those in favor were _____, those opposed were _____.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6, 2026

AGENDA ITEM:

CORE 2026 Scope of Work Update

PRESENTED BY:

Tara Stitzlein, CEO, CORE
Greg LeBlanc, Assistant Town Manager

BACKGROUND:

The Town of Snowmass Village has partnered with the Community Office for Resource Efficiency (CORE) for multiple years on projects ranging in scope. In 2024 and 2025, the Town contracted with CORE to provide services that support the Town's adopted climate action goals, specifically relating to residential and commercial building efficiency and electrification.

For services provided in 2026, CORE has proposed additional building performance services.

FINANCIAL IMPACT:

Total funding request for 2026 is \$117,000, to be paid from the REOP Fund.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Promote environmental and economic sustainability and resiliency.

COUNCIL OPTIONS:

This item is intended for the discussion and possible direction of the Town Council.

STAFF RECOMMENDATION:

This item is intended for the discussion and possible direction of the Town Council.

ATTACHMENTS:

1. CORE Funding Proposal



CORE Proposed Services in 2026 with Funding from Town of Snowmass Village

Budget

- Total BPH Services: \$102,000.00
- Total BPS: \$15,000.00
- Total Budget Request: \$117,000.00

The table below details the proposed use of funding from Town of Snowmass Village for CORE's Building Performance Hub services.

Category	Cost	Community Benefit
Energy Advising	\$27,000	CORE's energy advisors provide community members with: • Personalized energy-upgrade guidance • Support choosing projects and contractors • Help identifying incentives and financing • Expertise in heat pumps and fuel switching • Custom building performance solutions
Energy Assessments*	\$0	Commercial & Multifamily Building Energy Assessments: Perform free Level I assessments and provide reports. Individual Residential Energy Assessments: Provide subsidized subcontracted assessments and reports. All Buildings: Provide subsidized subcontracted assessments and reports for buildings that require higher level assessments.
Residential Rebates**	\$50,000	Rebates will be awarded to participants to incentivize completion of pre-defined energy projects that reduce greenhouse gas emissions. Community Priority Participants are eligible to receive additional funding.
Administrative Overhead	\$11,000	This funding allows CORE to operate as an effective organization.
Community Engagement & Resource Development	\$14,000	CORE brings in new leads and reconnects with past ones to move them into energy advising services and ultimately convert them into



		completed projects. CORE also seeks funding from foundations, donors, and state and national grant programs to expand and amplify support from local partners.
Total BPH Services Budget Request	\$102,000	

*There is no additional funding requested to support energy assessments in 2026, these activities will continue to be supported with funds remaining from 2025.

**In addition to what is included in this 2026 funding request, \$92,949.20 of funding awarded to CORE in 2025 for grants and rebates from the Town of Snowmass Village remains unspent. CORE will dedicate those remaining dollars to additional projects in Snowmass Village in 2026, prioritizing commercial and multifamily building projects already in queue.

The table below details CORE's scope of work on the Building Performance Standards (BPS) program for 2026.

iD	Category	Deliverable	Cost	Community Benefit	Timeline
1	Benchmarking Software	Operate benchmarking software that increases efficiency of benchmarking, supporting data analytics and insights, data tracking and compliance, communications, and streamlines project management.	\$0	Enhance efficiency and effectiveness of program execution and generate program cost savings over time.	Jan-Dec
2	Benchmarking Program Services	Engage 4 buildings in a voluntary benchmarking effort to include outreach, site visits, benchmarking platform setup (ENERGY STAR Portfolio Manager), utility data collection, data uploads, and data analysis. Provide building owner scorecards that show key insights from benchmarking with customized building recommendations.	\$10,000	Support Town of Snowmass Village to understand how benchmarking information could help shape a future BPS. Reduce the administrative burden of benchmarking for building owners, and provide insights into their buildings energy performance relative to similar buildings, and opportunities for improvement.	Jan-Dec
7	Building Performance Standard Research and Development	Conduct research and advise TOSV staff regarding the development of a benchmarking and BPS program.	\$5000	Use key insights from other communities to inform future benchmarking and BPS programs that will help support TOSV in achieving their climate action goals by reducing emissions from existing buildings.	Apr-Dec
	Annual Report	Provide an annual program report.	\$0	Valuable information that will inform program development and promote internal/external support for program objectives	Apr-Dec



9	Regular meetings	Participate in regular meetings with staff and stakeholders.	\$0	Review program progress and effectiveness, provide subject matter expertise and interpretation of benchmarking data to help shape a future BPS.	Jan-Dec
10	Total Budget Request		\$15,000		Jan-Dec

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6, 2026

AGENDA ITEM:

RESOLUTION NO. 11 SERIES OF 2026 - A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS BUDGETED FOR GRANT CONTRACTS TO THE HEALTH AND HUMAN SERVICE ORGANIZATIONS

PRESENTED BY:

Megan Harris Boucher, Town Clerk

BACKGROUND:

The Citizen Grant Review Board met on February 13, 2026 and discussed all the submitted applications by local non-profit organizations. The following criteria was used by the Board in their review process.

Grant Evaluation Criteria:

The Town Council adopted the following criteria for the Citizen's Grant Review Board to use for the 2025-6 grant cycle:

"Health and Human Services agencies that provide a continuum of health care services including prevention, intervention, treatment, education, scholarships and outreach programs; and/or non-profit organization that addresses significant problems such as, but not limited to, the natural environment, sustainability, health or welfare of our community and seeks to enrich the quality of life for the community of Snowmass Village."

FINANCIAL IMPACT:

\$240,000.00 in budgeted for 2026.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Providing these grant funds works towards meeting both the Community Engagement and Regionalism goals of the Council.

COUNCIL OPTIONS:

Approve Resolution No. 11, Series of 2026

Modify Resolution No. 11, Series of 2026

Deny Resolution No. 11, Series of 2026

STAFF RECOMMENDATION:

Approve Resolution No. 11, Series of 2026

ATTACHMENTS:

1. Resolution No. 11, Series of 2026
2. 2026 Spreadsheet of Grants with CGRB Recommendations
3. 02-13-26 CGRB Minutes - Draft

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 11
SERIES OF 2026**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS
BUDGETED FOR GRANT CONTRACTS
TO THE HEALTH AND HUMAN SERVICE ORGANIZATIONS**

WHEREAS, the Town Council has allocated \$240,000 to be distributed to Health and Human Service organizations in 2026; and

WHEREAS, the Town Council is committed to supporting community services that the Town is not staffed to provide; and

WHEREAS, the Citizen's Grant Review Board has carefully reviewed the grant request submitted by Health and Human Service organizations.

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

Section One: Grant Awards

A Way Out	\$8,500
Access AfterSchool (Access)	\$2,000
Alpine Legal Services	\$8,000
Anderson Ranch Arts Center	\$9,000
Aspen Cycling Club (new)	\$2,500
Aspen Family Connections	\$5,000
Aspen High School Project Graduation	\$1,500
Aspen Hope Center	\$7,200
Aspen Junior Hockey	\$3,000
Aspen Public Radio	\$12,500
Aspen Science Center	\$3,300
Aspen Skating Club	\$3,500
Aspen Valley Ski & Snowboard Club	\$10,000
Blue Lake Preschools	\$1,500
Bridging Bionics Foundation	\$5,000
Challenge Aspen	\$5,000
CNDC dba High Rockies Harm Reduction (new)	\$2,000
College Outreach	\$3,000
Community Health Services, Inc	\$21,000

Resolution 11, 2026
Page 2 of 3

English in Action	\$3,000
FocusedKids	\$3,000
Food Bank of the Rockies – Western Slope	\$5,000
Harvest for Hunger	\$10,000
HomeCare & Hospice of the Valley	\$15,000
Inspire Aspen Foundation	\$2,000
KidsConnect DBA Connect!	\$2,000
Pathfinders	\$6,000
Raising A Reader Aspen to Parachute	\$2,500
Response	\$3,500
River Bridge Regional Center (RBRC)	\$2,000
Roaring Fork Cycling	\$2,000
Roaring Fork Leadership	\$3,000
Roaring Fork Outdoor Volunteers	\$6,000
Smiling Goat Ranch	\$5,000
Snowmass Chapel – Kind Neighbor Project	\$3,000
Snowmass Chapel – Camp Smashbox	\$6,500
Stepping Stones of the Roaring Fork Valley	\$2,000
Summit54	\$6,000
The Art Base	\$3,000
The Arts Campus at Willits (TACAW)	\$3,000
The Buddy Program	\$8,000
The Farm Collaborative	\$7,000
The Meeting Place	\$3,000
Western Slope Veterans Coalition	\$5,000
WindWalkers Equine Assisted Learning and Therapy	\$5,000
YouthZone	\$5,000
TOTAL	\$240,000

Section Two: Disbursement

The expenditure of funds will be made in full after all Community Service agreements are received back from the grant recipients.

INTRODUCED, READ, AND ADOPTED, by the Town Council of the Town of Snowmass Village, Colorado on the 6th day of April 2026 with a motion made by Council Member _____ and seconded by Council Member _____. The motion was approved by a vote of ___ in favor to ___ opposed.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

Organization Name	Program Name	Grant Description	Grant Amount requested	Grant Amount Received in 2025	Grant Amount Recommended
A Way Out, Inc	Addiction Recovery Engagement (ARE)	AWO provides free bilingual clinical care, scholarships, peer engagement, and case management for youth, adults, and families in the Roaring Fork Valley struggling with substance use. We ensure equitable access to inpatient, outpatient, and sober living services for anyone ready to recover. Treatment remains financially out of reach for many. AWO bridges this gap, offering critical support at no cost and creating pathways to sobriety, stability, and healthier communities.	\$ 8,500.00	\$ 8,000.00	\$ 8,500.00
Access AfterSchool	Second Shift for Snowmass Village Youth	A grant from the Town of Snowmass not only helps to offset the cost to ensure programs are accessible to youth and families; it demonstrates overall support for Access AfterSchool's programs to other funders. Programs are designed to improve the health and welfare of youth ages 5-14 whose parents live or work in the Town of Snowmass.	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
Alpine Legal Services	Free Civil Legal Aid	Alpine Legal Services provides free civil legal aid to victims of crime, older adults, and at-risk children from Parachute to Aspen. Serving about 2,000 individuals annually, we offer free legal advice, referrals, and representation. Our community programs include a weekly Ask a Lawyer hotline and Know Your Rights events in partnership with local organizations. With your support, we can continue ensuring equal access to justice for those who need it most.	\$ 8,000.00	\$ 7,000.00	\$ 8,000.00
Anderson Ranch Arts Foundation	Free Public Lectures	As a cultural pillar recognized in the Town of Snowmass Village Comprehensive Plan, Anderson Ranch seeks Town support for its free public lecture program. Funding will bring nationally and internationally recognized artists and educators to Snowmass Village, offering residents rare, free access to leading contemporary voices and ideas that challenge thinking, deepen awareness, and strengthen identity through art and public discourse.	\$ 18,000.00	\$ 6,000.00	\$ 9,000.00
Aspen Cycling Club	General Expenses	The grant will support Aspen Cycling Club's 2026 race season, including our 18-week road and mountain bike series, youth and female participation through free/discounted memberships, race operations, safety equipment, volunteer coordination, and insurance. Funding ensures accessible, high-quality events and strengthens community cycling engagement in Snowmass Village.	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00

Aspen Family Connections	Aspen Family Connections (core program)	AFC is the Family Resource Center serving all families with children in Pitkin County, including TOSV. Funds will be applied to our operations, ensuring that we can continue providing excellent referral and prevention services for the community. In addition to connecting families to resources, activities, services and providers to support sustainability and self-reliance, we prioritize collaboration, maximizing the collective impact of our our many exceptional partners.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Aspen Hope Center	Therapy Scholarship	Aspen Hope Center seeks support to provide therapy services for individuals who live and work in Snowmass Village. The Therapy Program delivers a full continuum of mental health care including prevention, early intervention, treatment, education, and outreach, regardless of a client's ability to pay. Grant funds will expand access to licensed therapy services, reduce financial barriers, and ensure Snowmass workers and residents can receive timely, high-quality mental health care that supports s	\$ 7,200.00	\$ 7,000.00	\$ 7,200.00
Aspen Junior Hockey	Aspen Junior Hockey	Aspen Junior Hockey is seeking this grant to assist with the costs of providing new equipment to families. The expenses related to sports are increasing each year, and we believe that easing the initial financial burden will lead to positive long-term outcomes. This support is crucial for helping our youngest families enter the world of hockey. By providing new gear with Aspen Junior Hockey, we can make the sport more accessible. The cost of new gear for an 8U or 6U player is approx. \$400-500.	\$ 5,000.00	\$ 2,500.00	\$ 3,000.00
Aspen Project Graduation 2026	Project Graduation 2026	The grant would support Aspen Project Graduation 2026, to be held on Saturday, May 23, at the Aspen Recreation Center. The event provides a fun, free, and safe night of celebration for the entire Aspen High School graduating class. Once locked inside the ARC, students enjoy an evening of laughter and fun, including carnival games, ice skating, and live entertainers such as a magician, hypnotist, and fortune teller, ensuring a memorable, substance-free celebration for all graduates.	\$ 1,500.00	\$ 1,000.00	\$ 1,500.00
Aspen Public Radio	Aspen Public Radio General Operations	Aspen Public Radio requests support for our free public radio service (91.5/88.9 FM), serving Snowmass Village and surrounding rural residents at no cost. This funding is critical to sustaining our daily local, national, and international news programming. Most importantly, it ensures our ability to reliably provide life-saving emergency and public safety information. This support connects the community to the trusted, accurate reporting essential to our mountain lifestyle.	\$ 20,000.00	\$ 7,500.00	\$ 12,500.00

Aspen Science Center	Snowmass Ice Age Discovery	ASC requests funding to increase School and Youth Engagement in the Snowmass Ice Age Discovery. Engaging youth early in STEM learning increases children's confidence and lifelong curiosity and confidence in STEM fields. The Ice Age Discovery in Snowmass provides youth in the region a unique opportunity to learn about a significant scientific discovery in their local area. ASC wants to increase youth access to education about this discovery through offering school field trips and a summer camp.	\$ 4,500.00	\$ 2,000.00	\$ 3,300.00
Aspen Skating Club	Aspen Skating Club	The Aspen Skating Club (the "Club") requests \$3500 to offset coaching and other costs associated with the Club's annual holiday show at the TOSV skating rink, as well as supporting a new clinic format that is intended to broaden the Club's learning base throughout the Roaring Fork Valley. A large number of the Club's participants are residents of Snowmass Village. To encourage participation, the Club does not charge members a fee to perform in the TOSV shows.	\$ 3,500.00	\$ 3,000.00	\$ 3,500.00
Aspen Valley Ski & Snowboard Club	AVSC	A grant from Snowmass Village to AVSC is intended to support local youth participation in skiing and snowboarding, especially for Snowmass Village residents. The funding helps provide scholarships and financial assistance to families who might otherwise be unable to afford program fees. Overall, the grant is a community investment to make winter sports more accessible, inclusive, and beneficial for local children.	\$ 10,000.00	\$ 9,000.00	\$ 10,000.00
Basalt Education Foundation	BEF Outdoor and Experiential Education	Funding supports the empowerment of Basalt Public Schools to thrive through community investment. We work to ensure each student in our schools has equitable access to high-quality enrichment, outdoor, and arts education. Support will sustain and expand programs that reach over 1,300 kids, the majority of whom come from economically disadvantaged and bilingual households. BEF is not part of the school district, we are a separate nonprofit, providing schools with enriching, supplemental programs.	\$ 5,000.00	NEW	\$ -
Blue Lake Preschools	Focused Kids	We are requesting funds to be used to bring Focused Kids into our three schools. Focused Kids is a program that works with our teachers, parents, and kids to create healthy brains. They instill mindful self-regulation skills and brain building techniques for children. We have partnered with Focused Kids in the past and want to continue this work in the new year.	\$ 5,000.00	NEW	\$ 1,500.00

Bridging Bionics Foundation	Health Maintenance Therapy Program	Funding provides access to the BBF exercise therapy program for individuals with neurological mobility impairment, including paralysis and disease. The program features mobility augmenting devices supported by skilled physical therapists and trainers, provided in a gym facility specifically determined to maintain physical and mental health for individuals often isolated because of their chronic conditions.	\$ 5,000.00	\$ 4,000.00	\$ 5,000.00
Callie's Backyard Foundation	Youth Programming	Club Law at AHS and AMS: Speaker series and clubs connecting 5th–12th graders with judges, lawyers, and law enforcement to learn rights, safety, and civic/legal basics; builds bridges and leadership. Healthy Choices Program: Subsidizes Aspen/Snowmass Recreation Center passes for youth who can't afford them. Kindness Projects: Service and community projects for valley youth including making "Kits for Kids" for unhoused youth, self-defense classes, a shoe project donating shoes to kids in need.	\$ 2,500.00	\$ 1,000.00	\$ -
Camp Smashbox at Snowmass Chapel	camp smashbox	To provide scholarships and reduced fee plans for locals and families in crisis.	\$ 6,500.00	\$ 6,000.00	\$ 6,500.00
Challenge Aspen	Challenge Aspen Scholarships	Grants funds will support Challenge Aspen (CA) to provide scholarships for adaptive ski/snowboard lessons. CA fundraises year-round to ensure these sliding scale scholarships to anyone in need so that cost is never a barrier to participation. Most individuals with complex physical disabilities require an adaptive lesson to be able to ski/snowboard, including several SMV residents and RFV locals.	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00
CNDC dba High Rockies Harm Reduction	HRHR General Operating Support	High Rockies Harm Reduction (HRHR) is requesting funding from the Town of Snowmass Village to support general operations and expenses not covered by other grants. HRHR currently has sustainable funding for employee salaries, but relies on smaller municipal and foundation grants to support continuing education for staff, including conference registration and travel costs, and supplies regularly requested by Pitkin County residents, including hygiene supplies, food and syringe disposal containers.	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00

College Outreach	College Outreach	We connect Snowmass Village students with college and career/tech opportunities. We're launching 2 new initiatives: (1) our Western Slope Scholarship Committee will create new scholarships and help students identify and secure private funding opportunities, (2) expanding our focus on two-year and certification programs, showing families how these options lead to great careers with less debt. Our annual College Fair and year-round workshops will continue while highlighting accessible pathways.	\$ 5,000.00	\$ 2,500.00	\$ 3,000.00
Community Health Services Aspen	Community Health Safety-Net Services	CHS offers accessible reproductive health, breast and cervical cancer screenings, STI screenings and treatment, adult, child and travel immunizations and prenatal care. CHS also provides dental cleanings and screenings for children, pregnant mothers and seniors. Confidential services include comprehensive health and social history and physical/annual exams, contraceptive information, education, birth control supplies, referrals, education, counseling services and patient navigation.	\$ 24,000.00	\$ 17,000.00	\$ 21,000.00
English In Action	Individual Tutoring Program for Snowmass	English in Action supports Snowmass Village's commitment to an inclusive community by providing English tutoring and digital literacy to immigrant adults who live and work here. Participants gain skills for employment and daily life while building relationships and cross-cultural understanding essential to the town's vitality. Town funding will expand access, ensuring more residents can fully contribute to life in Snowmass Village.	\$ 3,000.00	\$ 2,000.00	\$ 3,000.00
FocusedKids	FocusedKids Schools Program	The purpose of this grant is to provide brain-based social-emotional support to educators, students, and parents in Snowmass Village and the surrounding communities. FocusedKids' model is grounded in evidence-based practices from neuroscience, mindfulness, and child development. This funding is essential to sustaining our well-established partnerships and ensuring that programming remains low-cost and accessible to families and schools. Support allows FocusedKids to respond to ongoing requests.	\$ 3,000.00	\$ 2,000.00	\$ 3,000.00
Food Bank of the Rockies	Hunger Relief in TOSV and RFV	Food Bank of the Rockies (FBR) respectfully requests funding to address food insecurity for Snowmass Village residents and employees. We partner with Harvest for Hunger and other organizations in the Roaring Fork Valley and Aspen-Parachute corridor to distribute nourishing and culturally responsive food to the 1 in 8 people facing hunger on Colorado's Western Slope.	\$ 5,000.00	\$ 4,000.00	\$ 5,000.00

HARVEST FOR HUNGER	Food Purchase	To continue to enrich the lives of the employees and residents of Snowmass Village. We will use this grant to help those struggling with food insecurity by providing access to the Snowmass Stigma Free, Self-Service Food Pantry and keeping it stocked through food rescue and purchased food. In 2025. Harvest for Hunger spent \$23,927.52 on food alone for the Snowmass Food Pantry that served 11,606 visitors and distributed 51,856lbs of food to those in need.	\$ 10,000.00	\$ 8,000.00	\$ 10,000.00
HomeCare & Hospice of the Valley	Underfunded Hospice Care Support	If awarded, this grant will be used for charity and under-insured hospice care, as well as social work, volunteer, grief, and bereavement services, not reimbursed by Medicare, Medicaid, and private insurance. We do not charge any fees for these services. We are the only hospice in Pitkin, Eagle, and Garfield Counties. We provide individualized bereavement services for anyone experiencing complex grief issues due to the recent death of a loved one, no matter their ability to pay.	\$ 15,000.00	\$ 14,000.00	\$ 15,000.00
Inspire Aspen Foundation	Aspen Rocks Music Competition	Inspire Aspen Foundation produces Aspen Rocks, a twice-yearly “American Idol–style” music competition that provides youth (grades 6–12) and adults with inclusive, professional performance opportunities. Aspen Rocks nurtures emerging musicians, including those from marginalized communities, and strengthens creative access and community engagement for local residents, workers, and visitors.	\$ 5,000.00	\$ 1,500.00	\$ 2,000.00
Kids Connect, Inc. dba Connect!	Kids Connect. Inc dba Connect!	Connect! will use the funds from the Town of Snowmass Village for general operations, (to prepare and execute the program including administrative costs, teacher/volunteer training and purchasing supplies) and to offset the cost of scholarships for students from Snowmass Village.	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00
Lucky Day Animal Rescue of Colorado	Second Chance 2026	Lucky Day Animal Rescue requests financial assistance from the Community of Snowmass Village. Our foster based rescue is needing additional funds to help with the rising costs of veterinary care for our incoming fosters. In addition to spay/neuter and vaccination costs, we frequently bring in animals with medical needs that could not be addressed by their previous owners or by the shelters they end up in. These needs can consist of tumors, breaks, defects, dental, allergies or open wounds.	\$ 2,000.00	NEW	\$ -

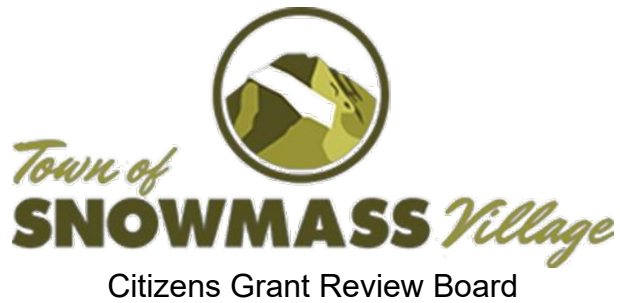
Pathfinders	Counseling and Therapeutic Services	To provide comprehensive support to individuals and families facing challenging circumstances, fostering emotional well-being in Snowmass Village. Specifically, the grant enables us to offer low-cost or free counseling services to those coping with serious illnesses, grief, and loss. The grant will support group and individual counseling services for adults and children, sustain volunteer services, such as homemade meals, and offer diverse therapeutic experiences and free community events.	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Raising A Reader Aspen to Parachute	Raising Readers	We request funds to implement Raising A Reader programs for children and families in local schools serving Snowmass Village employees and residents. Our programs support literacy and language development for children from birth to age five through two-generation family programs and early literacy book programs for preschools and kindergartens. Reading aloud builds joy, reduces stress, and is one of the most important activities parents and teachers can do with their children.	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
Response: Help for Survivors of Domestic Violence	24/7 Crisis Helpline	Response is the only organization serving survivors of domestic and sexual abuse, stalking and human trafficking in the upper Roaring Fork Valley. Our organization provides 24-hour crisis intervention, individualized advocacy for survivors, legal and therapy appointments, court and medical accompaniment, safe housing, rental assistance and emergency financial assistance. We are requesting funding to support the maintenance of our 24-hour crisis helpline.	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
River Bridge Regional Center	River Bridge Regional Center Operations	RBRC is requesting \$2,000 from the Town of Snowmass Village to support its general operations. These funds will help sustain services for child abuse victims and their non-offending family members residing in the Town of Snowmass Village area. RBRC will also provide child abuse and neglect prevention and education services within the community, including outreach to law enforcement, childcare providers, human service agencies, and community members. In addition, RBRC administers the Mountain Wes	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Roaring Fork Cycling	General Expenses	Roaring Fork Cycling seeks funding to support general operating costs that keep our youth cycling programs accessible to all families. This grant helps ensure affordable, safe, and high-quality instruction that promotes health, outdoor recreation, confidence, and well-being for Snowmass Village youth.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00

		RFL requests support for scholarship and program funds for the RFL Academy, our flagship leadership development program. Scholarship support ensures individuals facing financial barriers can participate in a program that builds leadership, communication, & civic engagement skills.			
Roaring Fork Leadership	Roaring Fork Leadership Academy	As scholarship demand continues to grow, this funding is essential to sustaining access, program quality, and RFL's ability to develop strong, engaged leaders who contribute meaningfully to our communities.	\$ 5,000.00	NEW	\$ 3,000.00
Roaring Fork Outdoor Volunteers	Stewardship of TOSV trails & open spaces	RFOV requests support to continue our community-engaged stewardship program throughout our region. We aim to mobilize over 2000 volunteers to complete 8,500 hours on public lands. In addition, we are launching a volunteer trail ambassador program to promote user education and sustainable recreation. Specific to the Town of Snowmass Village, we plan to coordinate up to 7 volunteer projects on popular trails in Snowmass Village such as the Tom Blake Trail, Upper North Mesa Trail, and Nature Trail.	\$ 6,000.00	\$ 5,500.00	\$ 6,000.00
Smiling Goat Ranch	Snowmass Satellite Program Expansion	SGR is seeking funding to expand and sustain therapeutic programming at the Snowmass Rodeo Grounds as a satellite location during the summer months. Many individuals in the Roaring Fork Valley, particularly those in the Aspen/Snowmass area, face barriers to accessing therapeutic services for neuropsychiatric conditions including autism, PTSD, anxiety, depression, grief, and addiction recovery. Traditional therapeutic options often come with significant financial burdens and transportation.	\$ 10,000.00	NEW	\$ 5,000.00
Snowmass Chapel	Kind Neighbor Project	Continue to provide weekly free community meals through the winter ski season, with out Kind Neighbor Project dinners.	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00
Stepping Stones of the Roaring Fork Valley	Stepping Stones Mental Health Services	Stepping Stones requests funding to provide free mental health & youth development services for Roaring Fork Valley residents ages 10-24. We serve 450 young people annually through drop-in centers offering daily meals, mentoring, therapy and crisis response. Youth from TOSV's workforce families benefit from safe spaces, basic needs support, mental health care, and wraparound services that build resilience and connection—addressing critical gaps in the local nonprofit ecosystem.	\$ 5,000.00	NEW	\$ 2,000.00

Summit54	FREE Summer Advantage and FREE Tutoring	Snowmass Village grant funds will be used to support Summit54’s FREE academic and life enrichment programs; including Summer Advantage (a five-week summer program) and our After-School Tutoring Program. Summer Advantage serves approximately 575 children each summer and our tutoring program serves approximately 375 children in each of three trimesters. The parents of many of the students we serve work in Snowmass Village and do not have alternative summer or after-school childcare.	\$ 7,500.00	\$ 3,000.00	\$ 6,000.00
The Art Base	Youth Summer Art Camp Scholarships	The Art Base seeks \$4,000 to unlock creative opportunity through scholarship funding for our Youth Summer Art Camps, running through June and July 2026, and targeted to Pitkin and Eagle counties, including Town of Snowmass Village. The impactful Youth Summer Art Camps bridge the gap left by inconsistent arts education in local public schools, delivering arts education that elevates academic achievement and cultivates essential social-emotional intelligence and self-regulation capabilities.	\$ 4,000.00	\$ 2,000.00	\$ 3,000.00
The Arts Campus at Willits	Youth and Education Outreach Initiative	TACAW’s Youth and Education Outreach Initiative continues to provide arts education programming for kids and families across the Roaring Fork Valley. In 2025 we served 3,478 youth via school-based programs, afterschool and summer workshops and camps, Teen Nights, and youth leadership and work opportunities. Town of Snowmass Village grant funding will be used to help the continued growth and expansion of these programs so that we can continue to program inspiring arts education programs.	\$ 10,000.00	\$ 2,000.00	\$ 3,000.00
The Buddy Program (TBP)	Mentoring Programs for Snowmass Village	TBP requests funding to sustain its mentoring programs serving youth, families, and community members in Snowmass Village. These programs match youth ages 6–18 with caring mentors and provide consistent, positive relationships that support social, emotional, and academic growth. This funding is critical to TBP’s mission, allowing us to maintain program quality, train mentors, and expand access to mentoring and leadership opportunities that build confidence, connection, and resilience in youth.	\$ 8,000.00	\$ 7,000.00	\$ 8,000.00

The Farm Collective	Expanding Free Community Programs	TFC requests funding to continue, refine, and expand our free public offerings, which provide the residents of Snowmass Village access to the natural environment, opportunities for increasing health and wellness, and means for participation in sustainability focused initiatives. Offerings include entry to the FarmPark public park, no-cost events, and free tours for local schools. In 2026, we will open The Farm Center. Funds will cover ongoing expenses including expanded staff and supplies costs.	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00
The Meeting Place	General Operating Support	Funding will support TMP's general operating expenses and mission to house recovery meetings and provide services to those in recovery from alcohol, substance, and behavioral addictions. These expenses include facility costs and contractor services. In 2024 and 2025, facility related expenses (rent, maintenance, repairs, utilities) comprised 45% of annual expenditures. These overhead costs impact the amount of programming and services we are able to offer.	\$ 5,000.00	\$ 2,000.00	\$ 3,000.00
Western Slope Veterans Coalition	Veterans Emergency Assistance	Requested funds will support Western Slope Veterans (WSVC)'s mission to prevent suicide among Roaring Fork Valley veterans by connecting them to vital resources. Operated by volunteers, the Jesse Beckius/Casey Owens Veterans Resource Center is the only hub of its kind between Denver and Grand Junction. WSVC provides direct emergency assistance for housing, food, medical expenses, and vehicle repairs - a growing community need. This request is important to meet local veteran needs.	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00
WindWalkers Equine Assisted Therapy & Learning Cen	Snowmass Village Community Wellness Scho	WindWalkers provides mental health and developmental therapy for Snowmass Village residents managing autism, anxiety, depression, and trauma. As the only PATH International Center Member in the Roaring Fork Valley, we deliver evidence-based equine-assisted services with measurable outcomes in emotional regulation, social skills, and independence. Scholarships ensure access regardless of financial means.	\$ 15,000.00	\$ 4,500.00	\$ 5,000.00
YouthZone	Substance Intervention	Financial support of programming strengthens YouthZone's provision of services to youth from ages 10 to 18 from Aspen to Parachute. Direct services are highly individualized, evidence-based, and designed to promote youth development through engagement in the community, strengthening protective behaviors, and improvement in self-worth. YouthZone also serves the entire family unit holistically, promoting stronger families overall.	\$ 5,000.00	\$ 4,000.00	\$ 5,000.00
			\$ 319,200.00	\$ 188,000.00	\$ 240,000.00
		Total monies available in 2026: \$240,000.00			

		Did not reapply: Aspen Camp of the Deaf and Hard of Hearing; Aspen Youth Center; Earlying Learning Center; and Junior Acheivment.			
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Yearly Meeting for the Citizens Grant Review Board Minutes
Monday, February 13, 2026
10 AM
130 Kearns Road
Snowmass Town Hall, Small Conference Room

1. ROLL CALL

Members Present: Judy Clauson, Teri Hooper, Leslie Desmond, Darlene Fridstein and Laurie Wingate.

Councilmember Britta Gustafson attended as the Council representative.

Members Absent: Kristina Niemi and Caroline Heivly.

Megan Boucher, Town Clerk, was also present to facilitate the meeting.

2. Welcomed in New Member(s)

Welcomed new member Laurie Wingate and members introduced themselves and shared their backgrounds.

3. Approval of Minutes

The minutes from the 2025 Citizens Grant Review Board meeting were presented for approval. Chair Teri Hooper asked if anyone had questions or comments regarding the minutes.

Motion to approve the minutes from the 2025 meeting made by Judy Clauson, seconded by Leslie Desmond. All in favor; motion passed, with Laurie Wingate recusing herself as she was not present at the previous meeting.

4. Take Nominations and Vote for Chair

Judy Clauson nominated Teri Hooper as Chair. Leslie Desmond seconded. Teri Hooper accepted the nomination. Brief discussion asking any others were interested. None others interested this year.

Motion to appoint Teri Hooper as chair made by Leslie Desmond, seconded by Judy Clauson. All in favor; motion passed.

4. DISCUSSION OF GRANT APPLICATIONS

Staff Liaison Megan Boucher informed the board that there was \$240,000 available for grants in 2026, which was \$60,000 more than the previous year. Board members commented that they were very pleased that the Council had increased the available funds to 240k.

The board decided to review each application alphabetically, discussing the merits of each organization, their connection to Snowmass Village, and their funding requests. There was particular emphasis on organizations providing data about how many Snowmass Village residents they specifically served.

The following are some comments regarding the applicants:

A Way Out: The discussion began with appreciation for this organization that offers help without fees. Members noted they serve a lot of Snowmass Village people and try to offer help without any charges, providing "a place to go that maybe couldn't otherwise afford help or at least a place to start if they need help."

Req \$8,500 Recommendation: \$8,500

Access AfterSchool (Access): This newer program sparked significant discussion about its connection to Snowmass. Last year they asked for \$5,000 and received \$2,000. The program serves Basalt and Glenwood Springs Middle School students whose parents work in Snowmass Village. Board members expressed frustration about the lack of specific data showing how many children of our Snowmass workforce are served.

Req. \$5,000 Recommendation \$2,000

Alpine Legal Services: Support for free and sliding scale legal services for those in need.

Req \$8,000 Recommendation: \$8,000

Anderson Ranch Arts Center: They dramatically increased their ask from \$6,750 last year (receiving \$6,000) to \$18,000 this year. The board was surprised they weren't asking for education or summer camp scholarships as in previous years. The timing issue was raised - by the time organizations find out grant amounts, summer programs are often already filled. After much back and forth about appropriate funding levels, they settled on support for their lecture series.

Req \$18,000 Recommendation: \$9,000

Aspen Cycling Club: A new applicant last year. Members pointed out they host the Aspen Grand Fondo which ends and begins in Snowmass Town Park, and many of their races come through Snowmass. They give free junior memberships to Snowmass Village youth. However, the board was frustrated they didn't report specific SMV numbers.

Req \$3,000 Recommendation \$2,500

Aspen Family Connections: The board quickly agreed this organization does valuable work, with 30% of their annual clientele being Snowmass Village families - a significant percentage that they properly quantified.

Req. \$5,000 Recommendation: \$5,000

Aspen Hope Center: Discussion noted they had taken a year off from applying, likely due to administrative changes. They provided excellent reporting, accounting for 70 discounted or pro bono sessions for Snowmass residents. Mental health services were emphasized as very important, especially starting at a young age. They were asking for specific hourly wages for therapists totaling \$7,200.

Req: \$7,200 Recommended: \$7,200

Aspen Junior Hockey: They asked for equipment funding. Their accountability report consisted only of a picture of their gear order. The board discussed how hockey involves whole families and has a large base of participants. Scholarships better ask in future and need better reporting in their EOY report.

Req. \$5,000 Recommendation: \$3,000

Aspen High School Project Graduation: This program to keep kids safe during graduation generated discussion about their venue challenges since the ARC would be closed for construction. The board agreed to increase their funding from the \$1,000 they'd received for many years.

Req: \$1,500 Recommendation \$1,500

Aspen Public Radio: They doubled their request from last year and lost all their government funding. Members agreed that independent media is important.

Req: \$20,000 Recommendation: \$12,500

Aspen Science Center: Discussion focused on their Snowmass Ice Age Discovery program. Their first summer camp sold out within one week of registration. The board appreciated their Snowmass-specific programming.

Req \$4,500 Recommended \$3,300

Aspen Figure Skating Club: Teri Hooper recused herself from specifically recommending any amount. They provide a free holiday show in Snowmass and have added a scholarship program.

Req: \$3,500 Recommendation: \$3,500

Aspen Valley Ski & Snowboard Club: After an error in their initial application asking for only \$1,000, they corrected to \$10,000. They serve 221 Snowmass Village kids, 27 on scholarship.

Req: \$10,000 Recommendation: \$10,000

Basalt Education Foundation: This new applicant generated immediate discussion. The board felt unanimously that educational foundations for towns should look to parents and families of that town for funding, not Snowmass Village.

Req: \$5,000 Recommendation: \$0

Blue Lake Preschools: Another new applicant requesting Focus Kids programming. This created confusion as Focus Kids was also applying separately. Discussion centered on how many parents who work in Snowmass send their children there. The board struggled with the limited connection to Snowmass.

Req: \$5,000 Recommendation: \$1,500

Bridging Bionics Foundation: Board members expressed strong support for this organization that provides services at no charge. They recently received a million-dollar grant. Services are provided free for anyone who applies for PTSD support.

Req: \$5,000 Recommendation \$5,000

Callie's Backyard Foundation: This application generated significant concern. Members with some personal knowledge of the organization shared that it's run by one person with a good heart but seemingly little to no structure to the organization. The board expressed discomfort funding an organization with little to no structure, data collection, or transparency.

Req: \$2,500 Recommendation: \$0

Camp Smashbox: Quick agreement on full funding for this program that serves many Snowmass kids.

Req: \$6,500 Recommendation: \$6,500

Challenge Aspen: Strong organization, well run, good work. Members advocated strongly for the organization, describing their incredible work making the mountain accessible. They had only reported serving 2 Snowmass residents but employ many Snowmass residents and help with the DAV program.

Req: \$5,000 Recommendation: \$5,000

CNDC dba High Rockies Harm Reduction: The board agreed the work is important for people who need it.

Req. \$2,000 Recommendation \$2,000

College Outreach: Outreach local and western slope teens with after High School options. Acknowledged as well-funded with a good fundraising base. The board wanted to support but not fully fund.

Req: \$5,000 Recommendation: \$3,000

Community Health Organization: They lost 40% of funding from the US government. The board wanted to increase support given this loss.

Req. \$24,000 Recommendation: \$21,000

English in Action: Valuable service with good reporting showing 13% of students and 7% of tutors live or work in Snowmass Village.

Req. \$3,000 Recommendation: \$3,000

FocusdKids: To bring programming to Little Red Schoolhouse. The board agreed to full funding while giving Blue Lake less since LRSH serves Snowmass children directly.

Req: \$3,000 Recommendation: \$3,000

Food Bank of the Rockies – Western Slope: Evaluated alongside Harvest for Hunger. The board recognized Food Bank has overhead. Food Bank serves more down valley.

Req. \$5,000 Recommendation \$5,000

Harvest for Hunger: Volunteer driven and doing a lot with so little. TOSV has supported them with location in Town Hall. The board wanted to support strongly given their direct service to Snowmass.

Req: \$10,000 Recommendation: \$10,000

HomeCare & Hospice of the Valley: Very important service, though they only served 3 Snowmass residents out of 219 total.

Req: \$15,000 Recommended: \$15,000

Inspire Aspen Foundation: Organization has interesting focus. Support youth & performing arts. Questions about how many Snowmass residents participate in their music competitions. Limited impact on Snowmass.

Req: \$5,000 Recommendation \$2,000

Kids Connect dba Connect!: After school program with 7 Snowmass Village families on scholarship. Well established education professionals involved with organization.

Req. \$2,000 Recommendation \$2,000

Lucky Day Animal Rescue: New applicant. Board couldn't identify specific connection to Snowmass Village. The board agreed to pass.

Req: \$2,000 Recommendation: \$0

Pathfinders: Organization strong and doing good work. Important to support.

Req: \$6,000 Recommended: \$6,000

Raising A Reader Aspen to Parachute: Good organization with good programs. Summer camps in Silt and Carbondale, unclear Snowmass connection. Ask for better reporting.

Req: \$3,000 Recommended: \$2,500

Response: Important to support and good resource in valley. Well connected with Law Enforcement.

Req: \$3,500 Recommended: \$3,500

River Bridge Regional Center: Provided victim services to child vm and family. Well connected with Law Enforcement.

Req: \$ 2,000 Recommended: \$2,000

Roaring Fork Cycling: Support similarly to Aspen Cycling Club.

Req \$2,000 Recommendation \$2,000

Roaring Fork Leadership: New applicant. Members have participated in the program and currently has 5 Snowmass residents. Provides valuable professional development opportunities locally.

Req: \$5,000 Recommendation: \$3,000

Roaring Fork Outdoor Volunteers: Very volunteer driven. Help emphasis care for our trails. Work is seen and enjoyed by many. TOSV utilizes often.

Req: \$6,000 Recommended: \$6,000

Smiling Goat Ranch: New location in Snowmass, provides free animal therapy. Comes to Snowmass 8 Fridays each summer. Discussion compared them to WindWalkers, noting different models.

Req: \$10,000 Recommendation: \$5,000

Snowmass Chapel - Kind Neighbor Project: Community dinners for seasonal workers and other Village community members very well attended. Helping many.

Req. \$3,000 Recommendation: \$3,000

Stepping Stones: New application - mental health organization, not upper valley based like Aspen Hope Center.

Req: \$5,000 Recommendation: \$2,000

Summit54: Established organization, well run and focused on kids. Free academic tutoring and summer programs.

Req: \$7,500 Recommendation \$6,000

The Art Base: Basalt location, grant would continue to fund scholarships. End of Yr report needs better demographics.

Req: \$4,000 Recommendation \$3,000

The Arts Campus at Willits (TACAW): Good organization with great programing but unclear how many SMV community served. Discussion about how much we should fund for arts organizations outside Snowmass.

Req. \$10,000 Recommendation: \$3,000

The Buddy Program: Good program with other funding resources. Important to support. Reported serving 26 Snowmass Village youth with 4 adult volunteers as well.
Req: \$8,000 Recommendation: \$8,000

The Farm Collaborative: Doing good work but seems to lack organization. Members expressed concerns about the organization serving mostly "VIP community" with early access to donors for camps, not providing broad community access. Their Capital campaign recently built a \$10 million building. Mixed feelings about community benefit.
Req: \$10,000 Recommended: \$7,000

The Meeting Place: Harm reduction is important. Down valley but supports entire valley as it is the only.
Req: \$5,000 Recommended: \$3,000

Western Slope Veterans Coalition: Only local Veterans resource. Important.
Req. \$5,000 Recommendation \$5,000

WindWalkers Equine Assisted Learning & Therapy: Good organization. Huge increase in ask from \$5,000 to \$15,000. New director, didn't file proper narrative report despite specific requests. Board expressed concern but recognized service importance.
Req: \$15,000 Recommended: \$5,000

Youth Zone: Supporting youth in crisis usually when law enforcement is involved. Well-connected and good resource in the valley.
Req: \$5,000 Recommended: \$5,000

Board would like to recognize that it is difficult for organizations to track, but members would like better information from all organizations on how many SMV residence or community members the program/organization services. Many past recipients gave much more detailed end of year reports this year. Megan Boucher and Laurie Wingate agreed to work together to email and communicate with the organizations the need for better reporting in their ask and end of year report.

Members of the CGRB will go before the Snowmass Village Town Council on April 6th to present their recommendations.

5. ADJOURNMENT

Motion by Teri Hooper to adjourn the meeting. Seconded by Leslie Desmond. All in favor. Motion passed.

Adjourned at 12:04pm

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6, 2026

AGENDA ITEM:

2026 Community Grant Criteria & Guidelines

PRESENTED BY:

Megan Boucher, Town Clerk

BACKGROUND:

The Town Council has appropriated \$240,000 through the 2026 budget to award local organizations through our Community Grant process. The Citizen Grant Review Board reviews applications and makes recommendations for grant amounts to the Town Council based on the following criteria:

"Health and Human Services agencies that provide a continuum of health care services including prevention, intervention, treatment, education, scholarships and outreach programs; and/or non-profit organization that addresses significant problems such as, but not limited to, the natural environment, sustainability, health or welfare of our community and seeks to enrich the quality of life for the community of Snowmass Village."

TOSV received 30 applications in 2022, 39 applications in 2023 and 44 applications in 2024, 45 applications in 2025 and 49 applications in 2026. Council has increased funds over the years to help address the need. In 2022, Council increased it from \$125,000 to \$175,000. In 2025, Council increased the amount to \$200,000, and this past year to \$240,000.

Does the Council have any recommended changes to the criteria or the budgeted amount?

FINANCIAL IMPACT:

\$240,000.00 is budgeted for 2026.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Providing these grant funds works towards meeting both the Community Engagement and Regionalism goals of the Council.

COUNCIL OPTIONS:

Criteria:

1. Council can approve the same criteria for 2027 grant cycle.
2. Council can adjust criteria for the 2027 grant cycle.

Grant Amount for 2026:

1. Council can direct staff to keep the grant amount the same for 2027 cycle.
2. Council can direct staff to increase the total grant amount for 2027 cycle.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6, 2026

AGENDA ITEM:

Resolution No. 10, Series of 2026 – A RESO
AGREEMENT WITH WOODY CREEK KIDS, INC. FOR THE LITTLE RED SCHOOL
HOUSE

PRESENTED BY:

Jeff Conklin, Town Attorney
Clint Kinney, Town Manager
Greg LeBlanc, Assistant Town Manager

BACKGROUND:

The attached proposed lease agreement for the Little Red School House is ready for Town Council's consideration. The attached draft reflects feedback provided by Council as well as input from Christina Holloway, operator of Woody Creek Kids childcare, which currently operates out of the facility.

Woody Creek Kids, Inc. ("WCK") has leased the Little Red School House property (the "LRSH Property") from the Town since before 2023, with the current term expiring June 30, 2026 (the "Existing Lease"). The Town is undertaking a redevelopment of the LRSH Property commencing approximately April 1, 2026, which will close the existing facility on the LRSH Property during demolition and construction of new improvements and facilities thereon (the "Facilities").

During the redevelopment of the LRSH Property, the Town wishes to lease to WCK property at a temporary location, consisting of 2 modular trailers located at the Town Park property, behind the Rodeo facilities, (the "Temporary Premises"). Upon completion of the Facilities at the LRSH Property, the Town wishes to lease to WCK the newly constructed Facilities on the LRSH Property for operation of pre-school and childcare facilities.

Accordingly, the Town Council wishes to repeal and replace the Existing Lease with the Lease Agreement that is Exhibit A to the Resolution (the "Lease Agreement"), for the lease of the Temporary Premises and, ultimately, the LRSH Property.

The lease term is for three years. Generally speaking, one year of the lease will be in temporary buildings located adjacent to the Recreation Center and the following two years will be in the new facility. Primary provisions in the lease include:

- a. Tenant shall use the Leased Premises only for childcare facilities (ages 0-6, not having entered kindergarten) and shall be responsible for all licensing requirements with the State of Colorado and Pitkin County.
- b. The childcare facility shall be branded as the “Little Red School House.”
- c. Tenant shall use best efforts to operate the childcare facility at times that follow the Aspen School District schedule to the extent reasonably possible, as well as Summer operations to the extent reasonably possible. In any event, Tenant shall produce an operating schedule to Landlord and families served by Tenant at least 6 months in advance of such operating dates. Tenant may have one teacher work day per month when the Facility will be closed.
- d. Tenant shall have minimum operating hours of 8AM to 4PM at the childcare facility.
- e. Tenant shall give first priority placement to residents of the Town of Snowmass Village, secondary priority placement of children or persons employed in the Town of Snowmass Village, and third priority to children of persons determined by Tenant in its reasonable discretion.
- f. For the LRSH Term, Tenant shall use best efforts to provide infant care services and accept infants based on the needs of the community. If Tenant is unable to provide infant care, Tenant shall provide a detailed explanation as to why infant services are unable to be provided.
- g. Tenant shall provide Landlord with a roster of enrolled families to allow Landlord to understand the families being served, including at a minimum the following information: family, number of children enrolled, place of residence.
- h. Tenant shall implement a progressive discipline procedure to be used prior to removing a child from the childcare facility. Tenant shall provide such policy to Landlord.

FINANCIAL IMPACT:

During the term of the lease, the annual base rent shall be payable in monthly installments of \$3,333, starting when the new facility is completed.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Investing in Community Infrastructure

The Town Council is committed to investing in infrastructure projects that support the sustainability of the Village and protects neighborhoods. The Town is also very aware of the construction fatigue the community is experiencing and will plan and time projects in a

thoughtful manner designed to reduce impacts to residents. Understanding there are many needs and opportunities within the community, this Town Council remains open to them all but is committed to focusing on the following projects:

- 1) Raise the necessary grant funds to construct the approved Little Red School House project. The Council desires to use the new facility to its fullest extent in order to meet the varied needs of the community. The Town will continue to explore opportunities to expand childcare and early childhood learning.

COUNCIL OPTIONS:

The Town Council may choose to:

- 1) Approve the lease as written, and direct staff to execute the document.
- 2) Approve the lease with amendments, and direct staff to execute the document.
- 3) Remove the lease from consideration.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, by motion to approve Resolution No.10, Series of 2026.

ATTACHMENTS:

1. Resolution No. 10, Series of 2026
2. Lease Agreement

1 TOWN OF SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 RESOLUTION NO. 10
5 SERIES OF 2026
6

7 A RESOLUTION APPROVING A NEW LEASE AGREEMENT WITH WOODY
8 CREEK KIDS, INC. FOR THE LITTLE RED SCHOOL HOUSE
9

10 RECITALS
11

- 12 A. The Town of Snowmass Village, Colorado ("TOSV" or the "Town") is a home-rule
13 municipality organized under Article XX of the Colorado Constitution and with the
14 authority of the Town of Snowmass Village Home Rule Charter (the "Charter").
15
- 16 B. Woody Creek Kids, Inc. ("WCK") has leased the Little Red School House property
17 (the "LRSH Property") from the Town of Snowmass Village since 2023, with the
18 current term expiring June 30, 2026 (the "Existing Lease").
19
- 20 C. The Town is undertaking a redevelopment of the LRSH Property commencing
21 approximately April 1, 2026, which will close the existing facility on the LRSH
22 Property during demolition and construction of new improvements and facilities
23 thereon (the "Facilities").
24
- 25 D. During the redevelopment of the LRSH Property, the Town wishes to lease to WCK
26 property at a temporary location, consisting of 2 modular trailers located at the
27 Town Park property, behind the Rodeo facilities, (the "Temporary Premises").
28
- 29 E. Upon completion of the Facilities at the LRSH Property, the wishes to lease to
30 WCK the newly constructed Facilities on the LRSH Property WCK for operation of
31 pre-school and childcare facilities.
32
- 33 F. Accordingly, the Town Council wishes to repeal and replace the Existing Lease
34 with the Lease Agreement attached hereto as **Exhibit A** (the "Lease Agreement"),
35 for the lease of the Temporary Premises and, ultimately, the LRSH Property.
36
- 37 G. The Town Council finds and determines that it is in the best interests of the Town
38 to approve this Resolution and the Lease Agreement. The Town Council finds and
39 determines that this Resolution is reasonable and necessary to promote the
40 legitimate public purposes of public health, safety, and welfare.
41

42 **NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of
43 Snowmass Village, Colorado, that:
44

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

- 47
- 48 2. Lease Agreement. The Town Council hereby approves the Lease Agreement in
- 49 substantially the same form as attached hereto as **Exhibit A**, as determined to be
- 50 acceptable to the Town Attorney, authorizes the Mayor and Town Manager to
- 51 execute the Lease Agreement, and further authorizes the Town Manager to
- 52 implement the Lease Agreement.
- 53
- 54 3. Ratification of Actions. All actions heretofore taken, not inconsistent with the
- 55 provisions of this Resolution, by the Town Council and the officers, agents, and
- 56 employees of the Town relating to the subject matter of this Resolution, are hereby
- 57 ratified, approved, and confirmed.
- 58
- 59 4. Severability. If any provision of this Resolution is found to be unconstitutional or
- 60 unlawful, such finding shall only invalidate that part or portion found to violate the
- 61 law. All other provisions shall be deemed severable and shall continue in full force
- 62 and effect.
- 63

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

65 Snowmass Village, Colorado on the 6th day of April, 2026, by a motion made by Council

66 Member ____ seconded by Council Member ____, and by a vote of ____ in favor and ____

67 opposed.

68

69 TOWN OF SNOWMASS VILLAGE

70

71

72

73 _____

74 Alyssa Shenk, Mayor

75 ATTEST:

76

77 _____

78 Megan Harris Boucher, Town Clerk

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80

81 APPROVED AS TO FORM:

82

83

84 _____

85 Jeff Conklin, Town Attorney

86

87

88
89

EXHIBIT A
(Lease Agreement)

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered as of the date of the last signature hereto (the “Effective Date”), by and between TOWN OF SNOWMASS VILLAGE, COLORADO, a Colorado home-rule municipal corporation (the “Town” or “Landlord”) and WOODY CREEK KIDS, INC., a Colorado nonprofit corporation (“WCK” or “Tenant”). Landlord and Tenant shall be collectively referred to herein as “Parties.”

RECITALS

- A. The Town owns the property described on **Exhibit A**, which is commonly known as the Little Red School House (the “LRSH Property”). The Town currently leases a portion of the LRSH Property to WCK for operation of a pre-school and childcare facility, pursuant to the Agreement dated January 1, 2023, as amended by the First Amendment to Agreement dated January 1, 2026 (the “Existing Lease”). The Existing Lease terminates on its own terms on June 30, 2026.
- B. The Town is undertaking a redevelopment of the LRSH Property commencing approximately April 1, 2026, which will close the existing facility on the LRSH Property during demolition and construction of new improvements and facilities thereon (the “Facilities”).
- C. During the redevelopment of the LRSH Property, WCK will lease and operate its pre-school and childcare facilities at a temporary location, consisting of 2 modular trailers located at the Town Park property, behind the Rodeo facilities, as depicted and described on **Exhibit B** (the “Temporary Premises”).
- D. Upon completion of the Facilities at the LRSH Property, WCK will lease and operate its pre-school and childcare facilities at the newly constructed Facilities on the LRSH Property, as depicted and described on **Exhibit C** (the “LRSH Premises”).
- E. The Temporary Premises and LRSH Premises are collectively referred to as “Leased Premises” herein.
- F. This Agreement shall supersede and replace any all prior leases between the Parties.
- G. The Parties wish to otherwise set forth and memorialize the terms of such lease 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. Leased Premises; Term.

- a. Temporary Premises. Landlord does hereby lease to Tenant, and Tenant does hereby rent from Landlord, the Temporary Premises commencing on approximately June 8, 2026, but otherwise upon 14 days' advance notice from Landlord to Tenant at any time after the Effective Date, and terminating upon completion of construction at the LRSH Property and Tenant's ability to occupy the completed improvements at the LRSH Property (the "Temporary Lease Term"). Landlord shall provide Tenant at least 28 days' advance notice of the ability to occupy the Facilities at the LRSH Property.
- b. LRSH Premises. Landlord does hereby lease to Tenant, and Tenant does hereby rent from Landlord, the LRSH Premises commencing on the termination of the Temporary Lease Term and terminating June 30, 2029 at 11:59PM (the "LRSH Term").
- c. Existing Lease. The Existing Lease shall automatically terminate upon the commencement of the Temporary Lease Term.

3. Rent.

- a. Temporary Lease Term. During the Temporary Lease Term, the rent shall be \$1 per year, due on the first day of the year of the Temporary Lease Term.
- b. LRSH Term. During the LRSH Term, the annual base rent shall be payable in monthly installments of \$3,333 due on the first day of the month.

4. Termination and Holding Over. This Agreement shall expire and terminate of its own accord without notice at the end of the term or earlier, as herein specified. If, after the expiration of this Agreement, Tenant remains in possession of the Leased Premises with the Landlord's consent, such holding over shall be a tenancy-at-will at a rental equal to one hundred fifty percent (150%) of the then current monthly rental installment, and otherwise subject to all the obligations and conditions of this Agreement.

5. Security Deposit. Prior to the date of execution of this Agreement, Tenant shall deposit with Landlord the sum of \$5,000.00, representing a damage deposit, and additional security for the payment of rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed under this Agreement. At the expiration of the term hereof, or any renewal, or in the event of earlier termination, Landlord shall, after a physical inspection of the Leased Premises, make deductions from the security for items of damage, if any, to the Leased Premises for which Tenant would be responsible pursuant to the terms of this Agreement, and for other rents or obligations, if any, of Tenant then due Landlord, returning to Tenant the balance thereof, together with an itemization of the deductions, within sixty (60) days after Tenant vacates the Leased Premises. The security deposit shall not be construed as being held in trust for Tenant, nor shall any interest be paid thereon. Landlord may commingle the security

deposit with other funds and the security shall not be construed as liquidated damages. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said Leased Premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Tenant from all liability to return such security.

6. Other Charges.

- a. Utilities. During the Temporary Lease Term, Landlord shall be responsible for payment of all utilities, including During the LRSH Term, Tenant shall be responsible for all utilities for the LRSH Premises. Tenant shall pay all charges for gas, electricity, telephone, cable television, internet, sewer, water, fire and security alarm, and other utility services used by the Tenant in or about the LRSH Premises during the term of the Agreement. If any such charges are not paid when due, Landlord may pay the same, and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant as additional rent. Tenant shall place any separately serviced or metered utilities in its own name. Except for direct action taken by Landlord or its agents with regard to utility services, Landlord shall not be liable to Tenant for any interruption or failure of delivery of such utility services. Tenant further agrees that Tenant will not install any equipment which will exceed or overload the capacity of any utility facilities, they shall be installed and maintained at Tenant's expense in accordance with any applicable plans or specifications, and any required approval from the Town or Pitkin County.
- b. Late Charges. Tenant hereby acknowledges that if any installment of rent payment or any other sum due from Tenant hereunder is not received by Landlord or Landlord's designee within fourteen (14) days of the due date thereof, then Tenant shall pay to Landlord a late charge of fifty dollars (\$50.00) for each day thereafter until such installment then due is paid in full. The parties hereby agree that such a late charge will represent a fair and reasonable settlement of the cost that Landlord would incur by reason of the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- c. Real Estate Taxes. None.
- d. Assessments. None.

7. Use of Premises; Conditions of Lease.

- a. Tenant shall use the Leased Premises only for childcare facilities (ages 0-6, not having entered kindergarten) and shall be responsible for all licensing requirements with the State of Colorado and Pitkin County.

- b. The childcare facility shall be branded as the “Little Red School House.”
- c. Tenant shall use best efforts to operate the childcare facility at times that follow the Aspen School District schedule to the extent reasonably possible, as well as Summer operations to the extent reasonably possible. In any event, Tenant shall produce an operating schedule to Landlord and families served by Tenant at least 6 months in advance of such operating dates. Tenant may have one teacher work day per month when the Facility will be closed.
- d. Tenant shall have minimum operating hours of 8AM to 400PM at the childcare facility.
- e. Tenant shall give first priority placement to residents of the Town of Snowmass Village, secondary priority placement of children or persons employed in the Town of Snowmass Village, and third priority to children of persons determined by Tenant in its reasonable discretion.
- f. For the LRSH Term, Tenant shall use best efforts to provide infant care services and accept infants based on the needs of the community. If Tenant is unable to provide infant care, Tenant shall provide a detailed explanation as to why infant services are unable to be provided.
- g. Tenant shall provide Landlord with a roster of enrolled families to allow Landlord to understand the families being served, including at a minimum the following information: family, number of children enrolled, place of residence.
- h. Tenant shall implement a progressive discipline procedure to be used prior to removing a child from the childcare facility. Tenant shall provide such policy to Landlord.
- i. Tenant shall comply and maintain good standing with any and all applicable childcare licensing provisions as administered by the State of Colorado and County of Pitkin.
- j. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Leased Premises, or might be considered hazardous by any reasonable insurance company.
- k. Tenant covenants that it will exercise the highest duty of care to maintain the Leased Premises in a clean condition.
- l. Tenant will not use, occupy, or permit the Leased Premises, or any part thereof, to be used or occupied for any unlawful or illegal business, use, or purposes deemed by the Landlord to be disreputable, or hazardous, not in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present

or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, State of Colorado, County of Pitkin, Town of Snowmass Village, or other municipal, governmental, or lawful authority whatsoever.

- m. Tenant shall remain in good standing as a business entity with the Colorado Secretary of State.

8. Access.

- a. Landlord may enter the Leased Premises at any reasonable time, as determined by Landlord.
- b. Landlord may show the Leased Premises to prospective tenants or purchasers upon reasonable notice to Tenant. Tenant agrees that on and after six months preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of the Leased Premises or any part thereof, offering the Leased Premises for rent or for sale and Tenant hereby agrees to permit such notices to remain thereon without hindrance, damage, or interference.

9. Assignment; Sublease. Tenant shall not assign, sublease, mortgage, pledge or otherwise hypothecate or transfer all or any part of Tenant's leasehold estate hereunder or permit the Leased Premises or any portion thereof to be occupied by anyone other than Tenant's employees, guests, invitees, students or their parents without Landlord's prior written consent in each instance, which consent shall be in Landlord's sole and absolute discretion.

10. Cleanliness; Waste and Nuisance; No Smoking. Tenant shall keep the Leased Premises at all times in a reasonably neat, clean and sanitary condition in keeping with a childcare facility, shall neither commit nor permit any waste or nuisance thereon, and shall keep the walks adjacent thereto free from waste and debris. In connection herewith, it is expressly agreed that there shall be no smoking on or about the Leased Premises.

11. Tenant Improvements and Alterations.

- a. The LRSH Premises is intended to be in a operation-ready condition. Any personal property of the Landlord that is removed by Tenant must be stored in clean and safe manner, and returned to the LRSH Premises upon termination of this Agreement.
- b. Tenant shall make no improvements, additions or alterations to the Leased Premises, and shall not install or attach any fixtures in or to the Leased Premises, without the prior written consent of the Landlord, which consent will not be unreasonably withheld. Unless otherwise provided herein, specifically identified as excluded from this provision in advance by the Tenant, or otherwise agreed to between the parties, but excluding any trade fixtures of Tenant, all such alterations, additions or improvements when made, installed in or attached to the said Leased

Premises, shall belong to and become the property of the Landlord and shall be surrendered with the Leased Premises as part thereof upon the expiration or sooner termination of this Agreement, without hindrance or injury. Any kitchen area appliances installed by Tenant, including without limitation a refrigerator, stove, range, microwave, and/or dishwasher, shall remain the property of the Tenant, shall not become part of the Leased Premises, and may be removed by Tenant at the termination of this Agreement. All work to be completed by Tenant with respect to any permitted alterations, additions, or improvements shall be done at Tenant's sole expense in a good and workmanlike manner, strictly in accordance with the plans and specifications approved by Landlord. Tenant shall, at its own expense, obtain all necessary building or other permits or approvals required by appropriate governmental authorities prior to beginning such work. In this regard, Tenant agrees to deliver to Landlord written notice of its intent to begin construction of any approved changes at least 7 days prior to the commencement of any work thereon, so as to allow Landlord to post an appropriate notice of non-liability pursuant to C.R.S. § 38-22-105(2). If any mechanics' or other liens shall be created or filed against the Leased Premises by reason of labor performed or materials furnished for or to the Tenant in the alteration, addition or repair to any building or improvement, the Tenant shall within ninety (90) days thereafter, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so shall entitle Landlord to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to such as are permitted by law. Tenant agrees to indemnify, defend (including reasonable attorney's fees) and hold harmless Landlord from and against any loss, liability or damage resulting from such work or any mechanic 's liens filed in connection therewith, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. Any goods, inventory or other personal property of Tenant not affixed to the Leased Premises and not removed by Tenant upon the termination of this Agreement, or upon any quitting, vacating or abandonment of the Leased Premises by the Tenant, or upon the Tenant's eviction, shall be considered abandoned, and Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

12. Maintenance, Repairs, and Replacement.

- a. Maintenance and Repairs - Tenant. The Tenant is responsible for maintaining the interior of the building in good condition and repair, at Tenant's sole cost and expense, including, without limitation, interior electrical systems, interior plumbing and water systems/fixtures, the exterior and interior portions of all doors, windows, plate and window glass, light fixture, and light bulb replacement, toilet, interior plumbing and sewage facilities maintenance, including the unclogging of toilets and drains and the restoration of the Leased Premises arising from sewage back-ups, walls, floors and ceiling maintenance, washing of windows on the interior and

maintenance, repair and replacement of all installations made by Tenant under the terms of this Agreement. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean condition, free from debris, trash and refuse. In case of destruction of, or any damage to the glass in the Leased Premises, or the destruction of, or damage of any kind whatsoever to the Leased Premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or otherwise, the Tenant shall repair the said damage or replace or restore any destroyed parts of the Leased Premises, as speedily as possible, at the Tenant's sole cost and expense.

- b. Maintenance and Repairs – Landlord. The Landlord is responsible for maintaining and repairing at its expense all mechanical, electrical, HVAC, exterior plumbing, sewer, exterior walls, and structural portions of the Premises including without limitation the roof and exterior walls, framing (including door and window framing), floor structures, pipes and conduits and utility installations, as well as maintaining any Landlord capital improvements made during the term of this Agreement unless maintenance of such improvements is a Tenant responsibility as set forth above. The Landlord shall not be responsible for any structural repairs caused by the negligence of the Tenant. The Landlord will also provide and maintain a waterproof structure as well as maintain exterior windows, gutters, electrical systems, fire life safety systems, concrete sidewalks, parking lot and landscaping outside of the playgrounds. The Landlord must provide a building that meets building code at all times. If repairs are not timely completed, the Tenant has the right (but not the obligation) to call and have the broken item repaired. The cost of the repair will be deducted from the monthly rent. Failure of systems that render the building unusable or portions of the building unusable not including acts of god will result in a reduction of rent. Landlord shall give Tenant reasonable advanced notice when any repairs and/or maintenance within or to the exterior, mechanical or structural elements of the building are to take place. The Landlord is responsible for coordinating all such structural, exterior, security and life safety repairs per the Agreement and will direct and oversee any work that is being completed. Notwithstanding the foregoing, Tenant shall be solely responsible for responding to and handling all fire or security alarm calls at the Leased Premises, and shall keep any and all relevant alarm companies apprised of Tenant's primary contact information for such alarm response.
- c. Replacement. Landlord at its own expense will replace any structural elements, mechanical, roofing, electrical, existing HVAC, fire life safety improvements, concrete, parking lot or landscaping that has exceeded its life span, fails to perform as intended, or have been damaged (except for Tenant's negligence). The Tenant shall be responsible for the cost of maintenance, repairs or replacement to any personal property or equipment of Tenants that is damaged due to or caused by no fault or act of the Landlord. Landlord shall maintain, repair and replace any and all exclusive use playground equipment, substrate, fencing, and ancillary materials.

13. Damage to Premises. If the Leased Premises shall be so damaged by fire or other catastrophe (which is not directly caused by the negligence of the Tenant) as to render said Leased Premises untenable, and if such damage shall be so great that it cannot reasonably be made fit for occupancy within one hundred eighty (180) days from the happening thereof, with the exercise of reasonable diligence, then this Agreement shall cease and terminate from the date of the occurrence of such damage (unless the Tenant exercises Tenant's right to make the same fit for occupancy at Tenant's expense, as provided below) and the Tenant thereupon shall surrender the Leased Premises to the Landlord. The Tenant shall pay rent, duly apportioned, up to the time of such damage. Notwithstanding the foregoing, in lieu of any termination of the Agreement, Tenant may elect within thirty (30) days after the event of such damage, to continue the Agreement without regard of such damage, whereupon Tenant shall at its expense make the Leased Premises fit for occupancy whether or not the same can be accomplished within the said one hundred eighty (180) day period; provided, however, that Tenant shall, upon expiration of said one hundred eighty (180) day period, resume payment of rent as provided in this Agreement. In the event Tenant fails to make such election within the time allowed, this Agreement shall terminate. If the damage be such that said Leased Premises can be made tenantable within one hundred eighty (180) days from the happening of such damage by fire or other catastrophe with the exercise of reasonable diligence, then the Landlord shall repair the damage so done with all reasonable speed, and the rent shall be abated only for the period during which the Tenant shall be deprived of the use of said Leased Premises by reason of such damage and the repair thereof. If said Leased Premises, without the negligence of the Tenant, shall be slightly damaged by fire or other catastrophe, but not so as to render the entire Leased Premises untenable for any substantial period of time, the Landlord, after receiving notice in writing of the occurrence of the injury, shall cause the same to be repaired with reasonable promptness; and in such event, rent shall be proportionately abated, according to the loss of use, until the Leased Premises are substantially restored.

14. Insurance.

- a. Casualty. *Landlord* hereby agrees to insure and maintain insurance covering the Leased Premises against fire, normal extended coverage perils, vandalism, malicious mischief, and liability, as determined by Landlord to be required in connection with such premises in view of Landlord's other fire and casualty insurance for the building and LRSB development.
- b. Worker's Compensation. *Tenant* shall maintain Worker's Compensation Insurance as may be required by law, and insurance covering all personal property owned by Tenant and located in or about the Leased Premises. Landlord shall not be held liable for any damage done to, or loss of, such personal property in or about the Leased Premises and Tenant agrees that Tenant's property loss risks shall be borne solely by such insurance. Both the Landlord and the Tenant waive any right of subrogation which their respective insurers may acquire against either of them. Both of these waivers shall automatically terminate at such time as either party's

insurer requires that an additional premium be paid as a consequence of this waiver provision.

- c. Liability Insurance. At all times during the term of this Agreement and any extensions thereto, the Tenant, at its own cost and expense, shall provide and keep in full force for the benefit of the Tenant and the Landlord (as a named or additional insured) during the term hereof, general public liability insurance for claims of liability arising out of, occasioned by or resulting from an accident or otherwise in or about the Leased Premises, for injuries to any person or persons for limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, with an aggregate limit of Two Million Dollars (\$2,000,000.00); and for loss or damage to the property of any person or persons, for not less than One Hundred Thousand Dollars (\$100,000.00). If Tenant fails to comply with this paragraph, Landlord shall have the right to obtain the said insurance and pay the premiums therefore, and in such event the entire amount of such premium shall be immediately paid by Tenant to Landlord. The policy or policies of insurance (or certificate of insurance therefor) shall be issued by a reputable company or companies authorized to do business in the State of Colorado and copies thereof shall be delivered to the Landlord prior to the commencement of the term hereof.

15. Indemnification; Liability.

- a. Tenant agrees to and shall save, hold and keep harmless, indemnify, and defend Landlord from and against any and all payments, expenses, costs, attorneys' fees, claims, and liability for losses and/or damage to property or injuries to persons occasioned wholly or in part by or resulting from Tenant's use of the Leased Premises; any act or omission of Tenant or any subtenants, assignees, licensees, invitees, students, student's parents, guests, or successors; or a result of Tenant's breach of this Agreement.
- b. Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by falling plaster, electricity, plumbing, gas, water, steam, sprinkler or other pipe and sewage system or by the bursting, running or leaking of any tank, washstand, closet or waste to other pipes in or about the Leased Premises, nor for any damage occasioned by water being upon or coming through the roof, or vent, or otherwise for any damage arising from any acts or neglect of co-tenants or other occupants of the Building or of adjacent property, or the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of service of any water, gas electricity, heated water, steam and/or chilled water, caused by fire, accident, riot, strike, labor disputes, acts of God, or the making of any repairs or improvements or other causes beyond the control of Landlord.

16. 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.

17. Condemnation. If the land, building, or the Leased Premises leased herein, or of which the Leased Premises are a part, or any portion hereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, if any, the Landlord shall grant an option to purchase and or shall sell and convey the said Leased Premises, or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take said land and Leased Premises or any portion thereof, then this Agreement, at the option of Landlord, shall terminate and the term hereof shall end as of such date as the Landlord shall fix by notice in writing (allowing for at least sixty (60) days notice to Tenant, if possible); and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. Notwithstanding the above, in the event the condemning authority is accepting claims from Tenants for lost business opportunity, loss of leasehold interest, or economic loss for the cessation of an ongoing business in the Leased Premises, totally independent from the claim of Landlord for loss of the land and/or building in which the Leased Premises are located, Tenant may make such a claim for lost business opportunity, loss of leasehold interest, or economic loss for cessation of an ongoing business and shall be entitled to retain any award received in connection therewith, provided such award does not in any way diminish the claim of any award to Landlord for the loss of the Premises. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be reasonably necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and Leased Premises or any portion thereof. The Tenant covenants and agrees to vacate said Leased Premises, remove all Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice, in accordance with the terms and provisions of this Agreement. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.
18. Inspection and Repair. The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the Leased Premises or any part thereof, during normal business hours and upon a minimum of twenty-four hours notice (except in the case of emergencies), for the purpose of inspecting the Leased Premises and making any repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such

inspection or repairs. Tenant expressly waives and releases any claim, demand, or cause of action it might have by reason of any inconvenience, annoyance to Tenant, its guests, licensees or invitees arising from any maintenance, alteration or repair to any portion of the Leased Premises, the building in which it is located or the property upon which it is situate; provided, however, that Landlord shall take all reasonable measures to minimize any inconvenience, annoyance or interference to Tenant's business, its guests, licensee or invitees resulting from such maintenance, alteration or repair. Tenant grants to Landlord the right to temporarily discontinue utilities or any of them at any such time or times as may be necessary by reason of any such maintenance work, alteration or repair. In the event any work performed on the Leased Premises by Landlord results in Tenant's inability to use any portion of the Leased Premises for the uses described herein for greater than one day, Tenant's rent hereunder shall abate for such period that the Leased Premises are rendered unusable by Tenant as a result of the work performed by Landlord. It shall be Tenant's responsibility to provide Landlord with current, working keys to the Leased Premises anytime Tenant changes the locks or security system, to make sure Landlord has access to the Leased Premises at all times.

19. Default.

- a. By Tenant. If there should occur any default on the part of the Tenant in the performance of any conditions or covenants herein contained or if, during the term hereof, the Leased Premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained, and only as may be permitted by law, may, without being liable for prosecution therefor or for damages, re-enter the said Leased Premises and again possess the same with or without terminating this Agreement; and as agent for the Tenant or otherwise, re-let the Leased Premises and receive the rents therefor and apply the same, first to the payment of such expenses and costs, as the Landlord may have been put in re-entering and repossessing the same and in making such repairs and alterations, as may be necessary; and second to the payment of the rents due hereunder. In the event of default, except in the payment of rent, Landlord shall, prior to the exercise of any of its rights or remedies hereunder, give Tenant notice of such default together with a thirty (30) day right to cure such default, or to commence to cure such default if the default is of such a nature that it cannot reasonably be cured within thirty (30) days. Landlord may, in its sole discretion, consent in writing, to a longer cure period should Tenant so request. Upon the giving of a default notice as set forth herein, this Agreement and the term hereof shall, unless the default shall be cured during the applicable period, end on the date fixed in such notice as if the said date was originally fixed in this Agreement for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, as permitted by law, without liability for damages. Notwithstanding the above, if the Tenant has commenced good faith and diligent actions in a timely manner to cure a noticed default and continues diligently to pursue such cure until complete, or obtained Landlord's written consent to a longer cure period, then Tenant's failure to cure such default within the referenced

thirty (30) day notice period shall not result in Landlord's right to declare a default hereunder.

- b. By Landlord. Landlord shall not be deemed in breach of this Agreement unless Landlord fails within a reasonable time to perform an obligation required to be performed by Landlord. For purposes of this paragraph, a reasonable time shall be the shorter of any specific time as provided for in this Agreement in order for Landlord to remedy the specific condition under this Agreement ; or, if no such shorter specific time is specified, thirty (30) days after receipt by Landlord of written notice specifying wherein such obligation of Landlord has not been performed; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are reasonably required for its performance, then Landlord shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion. In the event that Landlord neither cures said breach within 30 days after receipt of said notice, or if having commenced said cure it does not diligently pursue it to completion, Tenant may elect to cure said breach at Tenant's expense, provided Tenant first give written notice to Landlord of its intent to do so, and may charge the reasonable cost of such cure to Landlord. Nothing herein shall give Tenant any right of set-off from the rent due under this Agreement or to demand specific performance.
20. Attorneys' Fees and Waiver of Right to Jury. In the event of any litigation or other action or proceeding between the parties hereto arising out of the performance or non-performance of this Agreement, or enforcement of any rights or remedies hereunder, including any indemnities herein contained, the prevailing party shall be entitled in such litigation, action or proceeding to also recover as part of any judgment, award or other relief, its reasonable attorneys' fees and costs incurred. The Landlord and Tenant expressly waive any right which either may have to trial by jury of any dispute arising under this Agreement..
21. Delays. Whenever a period of time is provided in this Agreement for either Landlord or Tenant to do or perform any act or thing, neither Landlord nor Tenant shall be liable or responsible for performing any obligation hereunder as a result of any unavoidable delay due to strikes, lockouts, casualties, acts of God, or other governmental regulations or control or other causes beyond such party's reasonable control, and the time for performance specified herein shall be extended for a period of time corresponding to such delay.
22. Miscellaneous.
- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. Time of the Essence. Time is of the essence for the performance of any obligation contained in this Agreement.
- 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 indemnification, 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 Landlord:

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

To Tenant:

340 Woody Creek Mesa
P.O. Box 615
Woody Creek, CO 81656

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. NO Recordation. This Agreement shall NOT be recorded in the public records of Pitkin County, Colorado.
- 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 ~

LANDLORD: TOWN OF SNOWMASS VILLAGE

By: _____
Alyssa Shenk, Mayor Date

TENANT: WOODY GREEK KIDS, INC.

Signature: _____

Name: _____

As: _____

Date: _____

**EXHIBIT A
(LRSH Property)**

BOOK 001 PAGE 122

LITTLE RED SCHOOL HOUSE PARCEL 2

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 B
(Temporary Premises)

[TO BE INSERTED]

Page 108 of 352

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6, 2026

AGENDA ITEM:

Discussion and Consideration to Approve a Letter of Agreement with KEO Studio Works for an Architectural Peer Review of the Draw Site Project

PRESENTED BY:

Clint Kinney, Town Manager
Kevin Rayes, Housing Director

BACKGROUND:

The Council received a thorough “Owner’s Review” of the Draw Site Housing Project on March 16, 2026. During the review, a question was posed asking if the Council, as “Owners”, could support the project being submitted for “Final” land use review. During the conversation, it was pointed out that a super majority of the Council would be needed to approve the project at “Final” land use review; therefore, a super majority of the “Owners” should approve sending the project to Final land use review. It was understood, that if a super majority of the “Owners” could not approve the project, the project would be unlikely to receive the necessary super majority approval through the Final land use review.

While a majority of owners appeared ready to submit the project for Final review, the necessary super-majority did not exist. During this discussion, it became somewhat evident that the Council was at an impasse on how best to proceed.

In order to potentially garner more “Owner” support for the project, it was suggested that the Draw Site receive a “Peer Review” from Jim Kehoe of Keo Studio Works. It was thought that an additional review by a Third Party could offer ideas for improvement and provide the confidence necessary for the “Owners” to move the project on for Final land use review.

KEO Studio Works submitted the attached proposal. The scope includes architectural alternatives and schematic design efforts.

In the meantime, the Site-Architects Design Team is continuing forward with the feedback it received in March with its design efforts in preparation for a Final Plan submittal.

FINANCIAL IMPACT:

This letter of agreement has a not to exceed amount of \$29,800.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Identify & Provide More Affordable Housing

This Council will continue to work toward the near-term goal of creating 185 new units moving toward the larger goal of 383 units identified in the 2018 Comprehensive Plan. The Town Council recognizes that there are virtually no viable free-market housing opportunities for working citizens; thus, the Town Council remains committed to updating the 2021 Housing Master Plan by incorporating the upcoming needs assessment and other creative solutions. The Town Council recognizes providing places for our community members to live is vital to protecting our community character. The Draw Site will be the next location for new construction. The Town will study and develop a concept plan for the Center site. In addition, the Town will continue with the buydown program, purchasing existing free market units, and implement other innovative ideas as needed. The Town will work closely with regional partners to maximize financial resources, explore a new priority system (a pilot program) at the Draw Site, creatively revise rental housing regulations to better serve locally owned and locally serving businesses, and will explore the idea of creating a new citizen advisory commission to help address these efforts all while protecting Snowmass Village's community character. Finally, the Town will explore increasing our employee mitigation rate from 60% to 100% while maintaining preference for physical construction over cash-in-lieu contributions from developers.

COUNCIL OPTIONS:

- 1) Approve the Letter of Agreement
- 2) Don't approve the letter of Agreement

STAFF RECOMMENDATION:

This exercise should only be undertaken if there is a likelihood it will help garner the necessary super majority support of the of the "Owners"

ATTACHMENTS:

1. Draw Site Peer Review LOA

LETTER OF AGREEMENT

March 30, 2026

TO: **Town of Snowmass Village**
Clint Kinney, Town Manager
 970-923-3777
ckinney@tosv.com
 Town of Snowmass Village, CO 81615

PROJECT NAME: **Draw Site Housing – Peer Review**
LOCATION: The Town of Snowmass Village, Colorado
PROJECT TYPE: Public Housing

SECTION 1: SCOPE OF WORK

KEO studioworks is pleased to support the Town of Snowmass Village with an independent architectural peer review and strategic advisory effort for the Draw Site Housing project.

Given the project's importance to the community, its visibility, and its role in advancing the Town's housing goals, our focus will be to provide clear, experience-based observations, input and potential alternative design direction that help align the project with Town priorities, and improve overall project feasibility. These recommendations are intended as conceptual planning-level design studies.

Architectural services shall include the following:

1. **Drawing Set Review:** KEO studioworks will review the current architectural drawing set and supporting materials provided by the Town and/or development team. The review will focus on potential general improvements to:
 - Livability and residential quality
 - Program relationships and functionality
 - Building organization and circulation
 - Activation of public-facing areas
 - General design character consistent with Snowmass Village goals

This review is intended to provide high-level professional observations and recommendations rather than detailed construction-level comments.

2. **Massing and Design Scenario Development:** KEO studioworks will develop conceptual massing and design scenarios focused primarily on the front-facing building elevations and overall perceived scale. The purpose of this effort is to explore alternative approaches, support discussion and evaluate potential strategies.

- Reduce perceived mass and scale
- Improve appearance of building within its context
- Better align with the character of Snowmass Village
- Introduce architectural articulation and variation
- Consider alternate material and façade strategies

Two to three (2-3) conceptual massing/design scenarios will be prepared for initial discussion.

3. **Review Meetings:** KEO studioworks will participate in two to four (2-4) iterative review meetings with Town staff and/or Council members. These meetings may include:

- Work session discussions
- Presentation of conceptual massing options
- Feedback and direction from staff and/or Council
- Refinement discussion of recommended approaches

Meetings may occur in-person or virtually, as coordinated with Town staff and/or council members.

4. **Recommendations and Council Presentation:** Following review and iterative discussions, KEO studioworks will prepare summary recommendations, which may include:

- Public-facing façade
- Massing studies and strategies
- General plan review recommendations
- Character and architectural design direction
- Implementation considerations

KEO studioworks will present findings and recommendations to the Town Council during one (1) meeting or work session.

Deliverables may include, as appropriate to support the peer review:

- Conceptual massing diagrams
- Annotated plan or elevation markups
- Conceptual sketches or diagrams
- Summary recommendation document
- Presentation materials for Council

Deliverables are intended for conceptual planning and advisory purposes only.

SECTION 2: COMPENSATION

- A. Hourly as follows at a top-set estimate of \$ 29,800.00 not to exceed without prior Owner Approval. To include the following as defined in Section 1:
 - o Drawing Set Review
 - o Massing and Design Scenario Development
 - o Review Meetings
 - o Recommendations and Council Presentation
 - a. Hourly Rates:
 - i. Principal Architect: \$325 / hr.
 - ii. Project Architect / Manager: \$195 / hr.
 - iii. Designer / Support Staff: \$145 / hr.
 - b. Billing will occur within the first 4 business days of each month.
 - c. KEO studioworks will coordinate with the Owner as the work progresses to confirm direction, next steps, and alignment with the authorized budget.
- B. Initial Payment: An initial invoice of \$5,000 will be issued upon execution of this Agreement, with subsequent invoices issued monthly based on progress of services.
- C. Reimbursable expenses: None anticipated.
- D. If this Agreement is suspended or terminated through no fault of the Architect, Owner shall compensate the Architect for all time, services, and reimbursable expenses through the date of suspension/termination.

SECTION 3: ARCHITECTS RESPONSIBILITY

- A. Professional services set forth herewith will be consistent with the professional skill and care customarily provided by Architects practicing in the state of Colorado within similar conditions. The Architect shall perform services with reasonable promptness consistent with such professional service and care and a well-ordered development of the Project.
- B. Architect shall conform to all state and local standards and regulations.

SECTION 4: OWNER RESPONSIBILITY

- A. Owner information to Architect shall be provided in a timely manner.
- B. Owner provided documentation: Project location topographic surveys and plats, which describes legal limitations, written legal descriptions, utility locations, and geotechnical



engineering services, and other consultants services as may be required by the scope of the Project.

- Engineering consultants required for the Project will be contracted directly with the Owner. Architect will prepare and coordinate proposal requests on behalf of the Owner. Consultants may include, without limitation, Civil, Geotechnical, Structural, Mechanical / Electrical Plumbing, Energy and Sustainability Consulting, HERS rating, Lighting Design, and Interiors.

SECTION 5: ADDITIONAL TERMS

A. TERM AND TERMINATION

- This Agreement will commence upon the last date of signature below. The Agreement will then remain effective until either the services under this Agreement are completed and delivered, or the project is terminated by either party as set forth herewith: This Agreement may be terminated at any time by either party: effective immediately upon notice, or by the mutual agreement of the parties, or if any party breaches any of its material responsibilities or obligations under this Agreement, which is not remedied within ten (10) days from receipt of written notice by the other party of such breach.

B. LIMITS OF LIABILITY

- The services and the work product of KEO studioworks are sold "as is." In all circumstances, the maximum liability of KEO studioworks, its partners, employees, design agents and affiliates to the client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract or otherwise, shall be limited to the architect's fee.
- Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to Mediation as a condition precedent to binding dispute resolution by way of Litigation. All claims for damages shall be commenced within the time period specified by applicable law at the locality of the Project.
- The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement.

C. MISCELLANEOUS PROVISIONS

- Under no circumstances will the Owner have any right to use or duplicate the Architect's Instruments of Service, including the Architect's design, without payment being satisfied.
- Project schedule will be developed upon execution and will incorporate the land use process, its understandings, and future phases of work.
- Documents prepared under this agreement by KEO studioworks for this project are the Architect's Instruments of Service and for use solely with respect to this project. The Architect shall be deemed author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.
- Additional provisions: Nothing herein is a waiver or limitation of Owner's governmental immunity. Any payment obligations of Owner shall at all times be subject to annual budgeting and appropriation by the Mountain Village Town Council as required by Colorado law. Architect is an independent contractor, not an employee of the Town. Architect shall maintain its own professional liability insurance of at least \$1 Million and shall provide proof thereof to the Town upon request.

ATTACHEMNT: SCHEDULE DRAFT

James Kehoe  Date 03/30/2026

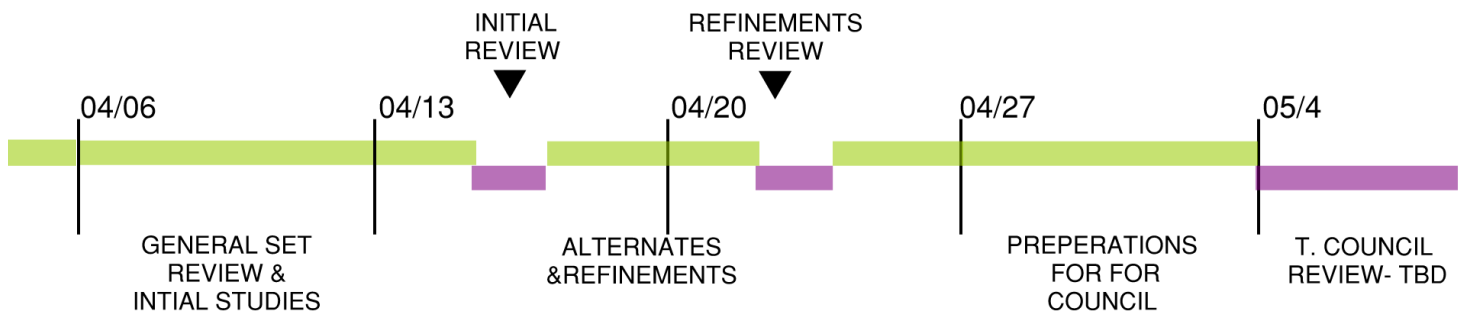
Approved and accepted this ____ day of _____

Signed by Owner: _____ Print

Signature _____ Date _____

SCHEDULE DRAFT

PROJECT NAME: **Draw Site Housing – Peer Review**
 LOCATION: The Town of Snowmass Village, Colorado
 PROJECT TYPE: Public Housing



Note: Potential meetings with individual council members are not represented though anticipated

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6, 2026

AGENDA ITEM:

Ordinance No. 4, Series of 2026 - AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL CODE BY ADDING CHAPTER 18, ARTICLE XV AND THEREBY ADOPTING BY REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; AND AMENDING SECTION 16A-4-240, RELATING TO WILDFIRE RESILIENCY STANDARDS

PRESENTED BY:

Jeff Conklin, Town Attorney

BACKGROUND:

Senate Bill 23-166 established a State Wildfire Resiliency Code Board (the “Board”) tasked with promulgating regulations and developing minimum codes and standards to reduce fire risk around structures in the wildland-urban interface (“WUI”) of Colorado. The Board ultimately published the Colorado Wildfire Resiliency Code (the “CWRC” or “Wildfire Resiliency Code”) that went into effect on July 1, 2025 and establishes minimum standards for the construction and maintenance of habitable structures, while also setting criteria for assessing risk within WUI areas and mapping wildfire hazard areas. Senate Bill 25-142 requires local governments to adopt a code that meets or exceeds the standards of the CWRC.

Town Staff has been working with Roaring Fork Fire Rescue Authority and neighboring jurisdictions to analyze adoption of the Wildfire Resiliency Code and to determine what are appropriate local amendments.

The existing Town Code contains provisions in Chapter 16A (Land Use and Development) and Chapter 18 (Building Regulations) regarding wildfire hazards. Adoption of the Wildfire Resiliency Code would largely replace those existing provisions.

Overview of Wildfire Resiliency Code

The Board has developed WUI Maps, which identify fire intensity classifications for areas within the WUI that are either low intensity, moderate intensity, or high fire intensity. All property within the WUI must apply with the applicable provisions of the Wildfire

Resiliency Code. All of the Town is either moderate intensity or high fire intensity.

The Wildfire Resiliency Code contains two general areas of regulation: (1) Structure Hardening (Chapter 4); and (2) Site and Area Requirements (Chapter 5). With specific exceptions, the Code requires the construction, alteration, movement, repair, maintenance, and use of any building, structure, or premises that contains occupiable or habitable space to comply with these provisions of the Code.

The main requirements for Structure Hardening include:

- Use of noncombustible materials, fire-retardant-treated wood, and ignition resistant building materials.
- Class A roof materials.
- Covered ventilation openings.
- Fire-rated glass
- Eaves and soffits must be enclosed.

The Code distinguishes between Class 1 and Class 2 structure hardening, requiring Class 2 for moderate and severe fire intensity areas. Further, as noted below, the Town is proposing a local amendment to require Class 2 hardening regardless of fire intensity classification.

The main Site and Area Requirements include:

- Structure Ignition Zone 1 (0-5 feet): Immediate Zone.
 - o Use of noncombustible hard surface materials.
 - o Remove plantings.
 - o No new trees.
 - o Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.
 - o Ignition-resistant materials permitted.
- Structure Ignition Zone 2 (5-30 feet): Intermediate Zone
 - o Removal of dead plant material.
 - o Prune tree branches to a height of 6-10 feet from the ground.
 - o Tree crowns maintain 10 foot clearance from structure.
 - o Tree spacing.
- Structure Ignition Zone 3 (30-100 feet): Expanded Zone
 - o Spacing of tree crowns a minimum of 6-10 feet.
- Retaining Walls
 - o Use of noncombustible or ignition resistant materials if meeting certain conditions.
- Fencing.
 - o Use of noncombustible or ignition resistant materials within 8 feet of a

structure.

The Code contains a number of exceptions from compliance with the Code for minor additions (up to 500 square feet), roof replacement (25%), and exterior walls (25%).

Local Amendments

The Town has the ability to adopt the Wildfire Resiliency Code in its entirety, with local amendments. This is a similar regulatory approach as with other building code adoptions. Here, the Town Staff has proposed the following primary amendments for consideration:

1. To apply the Code to all property in Town, regardless of fire risk designation.
2. To provide the Building Official discretion to determine if certain work will cause the structure to become unsafe or a hazard, notwithstanding whether an exception applies.
3. To provide a definition of “unsafe,” largely using existing language in the Code.
4. To sync the roof replacement exception with the building code.
5. To clarify nuisance provisions.

Clarifications on Application

Under the Code, the requirements for compliance with Chapter 4 – Structure Hardening are fairly clear; however, triggers for compliance with Chapter 5 – Site and Area Requirements less so. Although the Code is not perfectly clear, my understanding is as follows:

- Triggers for compliance: new site development, new landscaping installations, replacement of landscaping, and, with respect to replacement of more than 25% of exterior walls, compliance the 0-5 foot zone (Immediate Zone) requirements of Chapter 5.
- Not triggers for compliance: structure hardening work or building alterations (other than the wall replacement mentioned above).

We confirmed this interpretation with Carrie Larsen, the Code Board Administrator.

The proposed Ordinance does not include any amendments related to triggers for compliance.

Further, the Code provides the ability for the Building Official to make interpretations of the Code, approve alternative materials, design, and methods, as well as approve certain modifications. As to alternatives, the proposed alternative must comply with the intent of the Code and be not less than the equivalent of the Code with respect to quality, strength, effectiveness, durability, safety, and fire safety. See Code, § 104.2.2.

As to modifications, the Code provides:

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided that the code official shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

Such a modification procedure can help in particular with site and area requirements (tree issues).

There is also a process to have the State Board approve variations and alternatives when any component would be considered to significantly alter or in any way reduce the standards set forth by the Code. Thus, the Town could pursue this process, if desired in the future.

At review with the Planning Commission, the Commissioners asked several questions, but ultimately recommended approval as presented.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

A Continued Commitment to Sustainability and Resiliency

Snowmass Village is committed to being proactive in protecting community assets. This requires addressing environmental and other safety topics. Efforts to improve resiliency will require strong leadership from the Town Council and efforts from the community at large. Educational efforts and more public involvement with disaster preparedness and recovery will be critical. The Council will work to ensure broad community involvement, through HOAs and other organizations, to address specific identified hazards such as wildfires.

- Adopt an updated building code to support environmental goals.
- Maintain a strong focus on ongoing wildfire fire mitigation efforts, including studying strengthen defensible space requirements and other hardening measures.

COUNCIL OPTIONS:

1. Approve Ordinance No. 4, Series of 2026 on First Reading and set the Second Reading and Public Hearing for April 20, 2026.
2. Approve Ordinance No. 4, Series of 2026 on First Reading with amendments and set the Second Reading and Public Hearing for April 20, 2026.

3. Deny Ordinance No. 4, Series of 2026 on First Reading.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council approve Ordinance No. 4, Series of 2026.

ATTACHMENTS:

1. Ordinance No. 4, Series of 2026
2. Wildfire Resiliency Code

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

3
4 **ORDINANCE NO. 4**
5 **SERIES OF 2026**
6

7 **AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL**
8 **CODE BY ADDING CHAPTER 18, ARTICLE XV AND THEREBY ADOPTING BY**
9 **REFERENCE THE 2025 COLORADO WILDFIRE RESILIENCY CODE; AND**
10 **AMENDING SECTION 16A-4-240, RELATING TO WILDFIRE RESILIENCY**
11 **STANDARDS**
12

13 WHEREAS, The Town of Snowmass Village (“TOSV” or the “Town”) is a home-
14 rule municipality, duly organized and existing under the TOSV's Charter adopted pursuant
15 to Article XX of the Constitution of the State of Colorado; and
16

17 WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the
18 power to amend the TOSV Municipal Code (the “Code”); and
19

20 WHEREAS, Senate Bill 23-166 established a Wildfire Resiliency Code Board (the
21 “Board”) tasked with promulgating regulations and developing minimum codes and
22 standards to reduce fire risk around structures in the wildland-urban interface (“WUI”) of
23 Colorado; and
24

25 WHEREAS, the Board recently published the Colorado Wildfire Resiliency Code
26 (the “CWRC” or “Wildfire Resiliency Code”) that went into effect on July 1, 2025 and
27 establishes minimum standards for the construction and maintenance of habitable
28 structures, while also setting criteria for assessing risk within WUI areas and mapping
29 wildfire hazard areas; and
30

31 WHEREAS, Senate Bill 25-142 requires local governments to adopt a code that
32 meets or exceeds the standards of the CWRC and ensure compliance with the Code's
33 standards no later than three months after the local government's adoption of the CWRC;
34 and
35

36 WHEREAS, Section 16A-4-240 of the Code establishes land use standards for
37 adequate fire protection; and
38

39 WHEREAS, Section 7-21 of the Code declares certain activities and
40 circumstances as public nuisances; and
41

42 WHEREAS, provisions of the CWRC pertain to the Town's Nuisance and Building
43 Regulations and Land Use Code and the TOSV wishes to amend such relevant provisions
44 of the Code to comply with the standards of the CWRC; and
45

46 WHEREAS, the TOSV wishes to protect the health, safety, and welfare of

residents within the Town by adopting comprehensive wildfire resiliency standards through the CWRC; and

WHEREAS, the Planning Commission reviewed the CWRC on March 4 and March 18, 2026 and recommends approval; and

WHEREAS, Town Council finds and determines that it is necessary to adopt the CWRC as amended below and that the following amendments to Chapter 18 and Section 16A-4-240 of the Code are necessary to protect the public health, safety, and welfare of the citizens of the TOSV; and

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

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Amendment to Chapter 7, Article II, Section 7-21. **Section 7-21** of the Code is hereby amended as set forth in **Exhibit A**.
3. Amendment to Chapter 16A – Land Use and Development Code. **Section 16A-4-240** of the Code is hereby amended as set forth in **Exhibit A**.
4. Amendment to Chapter 18 – Building Regulations. **Chapter 18** of the Code is hereby amended with the addition of Article XV – Wildfire Resiliency Code as set forth in **Exhibit A**.
5. Notice. Pursuant to Section 31-16-203, C.R.S., as amended, a public notice shall be published twice in a newspaper of general circulation within the Town, once at least fifteen (15) days preceding a public hearing, and once at least eight (8) days preceding the public hearing. The notice shall state the time and place of the hearing, shall state that copies of the primary code to be considered for adoption are on file with the Town Clerk and are open to public inspection, shall contain a description deemed sufficient to give notice to interested persons of the purpose of the primary code, the subject matters of said code and the name and address of the agency by which it has been enacted. The public hearing on the adoption of this ordinance is hereby set for April 20, 2026.

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

7. Effective Date. This Ordinance shall be effective 15 days after adoption in accordance with the Town of Snowmass Village Home Rule Charter.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on First Reading on _____, 2026, upon a motion by Council Member _____, the second of Council Member _____, and upon a vote of _____ in favor and _____ against.

READ, APPROVED AND ADOPTED as amended, by the Town Council of the Town of Snowmass Village on Second Reading on _____, 2026, upon a motion by Council Member _____, seconded by Council Member _____, and upon a vote of ____ in favor and ____ against.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

**EXHIBIT A
AMENDMENT TO TOWN CODE**

Section 16A-4-240 of the Code is hereby amended with **bold, underlined** additions and ~~strikethrough~~ deletions as follows:

Sec. 16A-4-240. Fire protection.

(a) Service by Fire Authority. Developments and new construction on existing lots shall be located and designed in a manner that enables them to be served by the Roaring Fork Fire Rescue Authority and complies with the adopted standards of said Fire Authority **and the Wildfire Resiliency Code, as set forth in Chapter 18, Article XV of the Municipal Code.**

(1) Unusual Fire Hazards. No future development and construction on existing lots shall be approved that, due to design, size (including height) or building materials, could present unusual fire hazards that are beyond the fire-fighting capability of the Roaring Fork Fire Rescue Authority.

(2) Location. Development and new construction on existing lots shall not be located in such a way as to adversely affect the capability of the fire authority or other public service entities to respond to fires or other non-fire emergencies in any other structure or area of the Town.

(3) Fire Access. Fire lanes, emergency access and fire apparatus access roads shall conform to the provisions of the Fire Code, as set forth in Chapter 18, ~~Article VIII~~**Article XV** of the Municipal Code.

(b) Development and New Construction on existing lots in Areas Subject to Wildfire Hazards. **All development subject to this Chapter 16A must comply with the standards of the Wildfire Resiliency Code, as set forth in Chapter 18, Article XV of the Municipal Code, to the extent applicable. All development applications that are required comply with Chapter 5 of the Wildfire Resiliency Code must include the submission of a Wildfire Mitigation Plan, as required by Section 18-65, for review by the Roaring Fork Fire Rescue Authority. Such plans shall demonstrate compliance with the Wildfire Resiliency Code, and the Town must approve such Plan before issuing a Certificate of Occupancy or Certificate of Completion, as applicable.**

~~a. Purpose. All lands within the Town have the potential to pose hazards to human life and safety and to property due to wildfire. The purpose of this~~

Section is to ensure that development and new construction on existing lots avoids these wildfire hazard areas whenever possible. Where it is not possible for development or new construction to avoid these areas, standards are provided to reduce or minimize the potential impacts of these hazards on the occupants of the property and, as applicable, the occupants of adjacent properties.

Applicability. The Planning Director and the Roaring Fork Fire Authority have determined that due to the vegetation, slopes and other factors present on lands within the Town, there is a potential for development within the Town to be threatened by wildfire hazards, as such, the Planning Director shall refer all applications for new development and new construction on existing lots to the Roaring Fork Fire Rescue Authority (RFFR) for review and comment.

(3) RFFR shall review the application and determine the degree of wildfire hazard posed to persons and property. RFFR shall consider the proposed design of the development or new construction on existing lots (including the planned or existing roads and water supply facilities and the configuration and location of lots), the topography of the site, the types and density of vegetation present, the fire protection measures proposed by the applicant and other related factors in making its determination.

(4) Recommendations by RFFR. If RFFR finds that any degree of severity of wildfire hazard may be posed to persons and property, RFFR shall make recommendations as to the mitigation techniques that should be incorporated in the development or construction on existing lots. These recommendations shall be based on guidelines promulgated by the Colorado State Forest Service (CSFS) (see, for example, CSFS publications entitled "Wildlife Protection in the Wildland Urban Interface" and "Wildfire Safety Guidelines for Rural Homeowners") and may include, but are not limited to, the following mitigation techniques:

i. Locations. Recommendations to locate structures outside of severe hazard areas, off of steep slopes and outside of draws and canyons.

ii. Manipulate Vegetation. Recommendations to manipulate the density and form of vegetation, so as to create defensible space buffers around proposed building envelopes, to remove hanging tree limbs near chimneys and to establish fuelbreaks or reduce the severity of the hazard. The form and the extent of the recommended vegetation

manipulation shall be based on the severity of the hazard that is found to be present.

iii. ~~Structural Design. Recommendations to use noncombustible materials, to require pitched roofs and to sheath, enclose or screen projections and openings above and below the roof line, as applicable.~~

iv. ~~Water Supply. If access to a pressurized water system with fire hydrants is not provided, recommendations may be made to ensure the availability of a water supply for individual structures, in the form of access to a pond, installation of an underground water storage tank, provision of dry hydrants or similar methods.~~

v. ~~Access. Recommendations to provide for separate routes of entrance and exit into a subdivision, existing lot or PUD, to lay out roads so as to create fuel breaks and to ensure the adequacy of access by emergency vehicles, including the provision of regularly spaced turnouts along roadways, the establishment of adequate grades and sight distances and the prohibition of dead-end streets (but not cul-de-sacs) in the project.~~

vi. ~~Utility Approaches. Access to all building exterior electrical and/or gas utilities, meters, regulators, and piping shall remain free and clear of all obstructions including fencing, or vegetation. Enclosures are permitted provided proper ventilation is installed.~~

g. ~~Maintenance. Maintenance and Miscellaneous Recommendations:~~

1. ~~Roofs and gutters shall be kept clear of debris.~~

2. ~~Roof vents shall be screened with corrosive-resistant wire mesh, with mesh one-eighth ($\frac{1}{8}$) inch maximum.~~

3. ~~Yards shall be kept clear of all litter, slash and flammable debris.~~

4. ~~All flammable materials shall be stored on a parallel contour a minimum of fifteen (15) feet away from any structure.~~

5. ~~Weeds and grasses within the ten (10) foot perimeter shall be maintained to a height not more than six (6) inches.~~

6. ~~Firewood/wood piles shall be stacked on a parallel contour a minimum of fifteen (15) feet away from the structure.~~

7. ~~Swimming pools and ponds shall be accessible by the local fire authority.~~

- ~~8. Fences shall be kept clear of brush and debris.~~
~~9. Wood fences shall not connect to other structures.~~
~~10. Fuel tanks shall be installed underground with an approved container.~~
~~11. Propane tanks shall be buried, if possible, or installed according to NFPA 58 standards and on a contour away from the structure with standard defensible space vegetation mitigation around any aboveground tank. Any wood enclosure around the tank shall be constructed with materials approved for two (2) hour fire resistive construction on the exterior side of the walls.~~
~~12. Each structure shall have a minimum of one ten (10) pound ABC fire extinguisher.~~
~~13. Addresses shall be clearly marked with two (2) inch non-combustible letters and shall be visible at the primary point of access from the public or common access road and installed on a non-combustible post.~~

~~(5) Compliance. The Town Council shall consider the recommendations of RFFR, and shall apply those recommendations they deem to be appropriate as conditions of new development. Proposed construction on existing lots will be reviewed as part of a building permit submission that will be referred to the RFFR for their approval.~~

Chapter 18 of the Code is hereby amended with the addition of Article XV – Wildfire Resiliency Code as follows:

ARTICLE XV - Wildfire Resiliency Code

Sec. 18-63. - Adoption.

The Colorado Wildfire Resiliency Code, 2025 Edition, published by the Colorado Wildfire Resiliency Code Board in the Colorado Division of Fire Prevention and Control, 1697 Cole Blvd, Unit 200, Lakewood, CO 80401, including the appendices thereto, is hereby adopted, as amended, as the Wildfire Resiliency Code of and for the Town.

Sec. 18-64. - Amendments.

(a) Section 101.1 is hereby amended as follows:

“101.1 Title. These regulations shall be known as the Colorado Wildfire

Resiliency Code as adopted by the Town of Snowmass Village, hereinafter referred to as “this code.”

(b) Section 101.2.1 is hereby amended to read as follows:

“101.2.1 Appendices. ~~Provisions in the appendices shall not apply unless specifically adopted.~~ **The appendices hereto are specifically adopted with this code.**”

(c) Section 101.5 is hereby amended to read as follows:

“101.5 Additions or alterations. Minor Additions or alterations, as determined by the code official, shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work (a) increases the footprint of the existing structure by 500 square feet or greater, (b) constitutes a distinct hazard or danger to life or property, or (c) causes the building, structure, or premises to become unsafe, the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive

~~Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become *unsafe*. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.”~~

(d) Section 101.6 is hereby amended to read as follows:

“101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent (or more) or 100 square feet of the surface area of the roof replaced, whichever is less, or where work to reconstruct, alter, or repair the *roof covering* (a) effectively replaces such material, (b) constitutes a distinct hazard or danger to life or property, or (c) causes the building, structure, or premises to become unsafe, shall require

the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.

Exception: Existing *roof coverings* that are compliant with Section 403.2.”

(e) Section 101.7 is hereby amended to read as follows:

“101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls **(a) effectively replaces the exterior wall material, (b) constitutes a distinct hazard or danger to life or property, or (c) causes the building, structure, or premises to become unsafe,** shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2 and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.”

(f) Section 102.10 is hereby amended to read as follows:

“102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures **that do not constitute a substantially complete renovation of the interior, as determined by the code official.**
2. Additions that do not increase the footprint of a structure by more than 500 square feet **and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.**
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected **and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.**
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent **or 100 square feet** of the surface area of the exterior *roof covering* or an

attachment thereto is affected whichever is less, and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure that comply with this code.
- ~~10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area."~~

(g) Section 103.1 is hereby amended to read as follows:

~~"103.1 Creation Designation of agency. The Town of Snowmass Village [INSERT NAME OF DEPARTMENT]~~Building Department is hereby created designated as the code compliance agency and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

(h) Section 104.2.1 is hereby amended to read as follows:

"104.2.1.1 Costs. A technical opinion and report shall be provided, at the owner or applicant's sole expense, without charge to the jurisdiction."

(i) Section 106.1 is hereby amended to read as follows:

106.1 General. ~~An AHJ~~ The Town has the authority to establish fees related to permitting under this code.

(j) Section 202 is hereby amended to read as follows:

“UNSAFE. An unsafe condition shall be deemed to have been created if the action will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will unreasonably increase the risk of fire ignition; will reduce required fire resistance; or will otherwise create conditions dangerous to human life.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. **All property in the corporate limits of the Town shall be considered within the wildland-urban interface.**

(k) Section 303.3 is hereby amended to read as follows:

“303.3 Applicability of Code Provisions. ~~The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding fire intensity classifications as identified on the official maps. The level of structure hardening, defensible space, and other mitigation measures required shall correspond to the applicable fire intensity classification—Low, Moderate, or High—as established by the board.~~

~~Structures and parcels identified with low fire intensity classification shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.~~

All buildings, structures, and premises ~~and parcels identified with moderate to high fire intensity classifications~~**within the Town, regardless of the fire intensity classification,** shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

(l) Section 401.1 is hereby amended to read as follows:

“401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U

occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.

2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent or 100 square feet of the surface area of the exterior *roof covering* or an attachment thereto is affected whichever is less, and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair, and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.
6. Additions that do not increase the footprint of a structure by more than 500 square feet and such work does not (a) constitute a distinct hazard or danger to life or property or (b) cause the building, structure, or premises to become unsafe.

(m)Section 502.2.3 is hereby amended to read as follows:

“502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. Each lot or parcel shall be clearly marked with three-(3) inch minimum non-combustible numbers and installed on a non-combustible post or monument. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall

be visible and legible from the primary point of access from the public or common access road on which the address is located in a manner *approved by the code official.*"

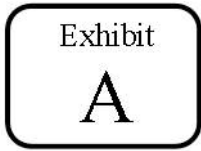
(n) Appendix C, Section C101.3.5 is hereby amended to read as follows:

"C101.3.5 Buildings, structures or premises that constitute a fire hazard, will unreasonably increase the risk of fire ignition, or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings, structures, and premises are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes."

(o) All references to "AHJ" shall be amended to "Town."

Sec. 18-65. – Permit requirements.

To the extent development requires compliance with Chapter 5 of the Wildfire Resiliency Code or if determined necessary by the Building Official, the applicant must submit for review to the Town and Roaring Fork Fire Rescue Authority a Wildfire Mitigation Plan that demonstrates compliance with the Wildfire Resiliency Code. Such plan may be based on the Colorado State Forest Service guidelines for "The Home Ignition Zone" provided it is no less stringent than the Wildfire Resiliency Code. The Town shall conduct a site inspection and approve the Wildfire Mitigation Plan prior to issuing a Certificate of Occupancy or Certificate of Completion, as applicable.



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Resiliency
Code Board

2025

Colorado Wildfire Resiliency Code

01 June 2025



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Attributions

ATTRIBUTIONS

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COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

Table of Contents

Chapter 1 - Scope and Administration.....	5
PART 1 GENERAL PROVISIONS.....	5
SECTION 101 SCOPE AND GENERAL REQUIREMENTS.....	5
SECTION 102—APPLICABILITY.....	7
PART 2—ADMINISTRATION AND ENFORCEMENT.....	9
SECTION 103—CODE COMPLIANCE AGENCY.....	9
SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL.....	9
SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS.....	13
SECTION 106—FEES.....	14
SECTION 107—STOP WORK ORDER.....	14
Chapter 2 - Definitions.....	15
SECTION 201 GENERAL.....	15
SECTION 202 DEFINITIONS.....	15
Chapter 3 - Wildfire Hazard Identification.....	19
SECTION 301 GENERAL.....	19
SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS.....	19
SECTION 303 MAPPING AND APPLICABILITY.....	19
SECTION 304 GROUND-TRUTHING.....	21
Chapter 4- Structure Hardening.....	23
SECTION 401 GENERAL.....	23
SECTION 402 BUILDING MATERIAL.....	23
SECTION 403 CLASS 1 STRUCTURE HARDENING.....	25
SECTION 404 CLASS 2 STRUCTURE HARDENING.....	26
Chapter 5- Site and Area Requirements.....	29
SECTION 501 GENERAL.....	29
SECTION 502 CLASS 1 REQUIREMENTS.....	29
SECTION 503 CLASS 2 REQUIREMENTS.....	30
Appendix A: PERMITS.....	33
Appendix B: CONSTRUCTION DOCUMENTS.....	36
Appendix C: INSPECTION AND ENFORCEMENT.....	38



COLORADO
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COLORADO
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Prevention & Control
Department of Public Safety

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Chapter 1 - Scope and Administration

PART 1 GENERAL PROVISIONS

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Colorado Wildfire Resiliency Code as adopted by [NAME OF JURISDICTION], hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises that contain *occupiable* and/or *habitable space*, or change in use resulting in an occupiable and/or habitable space, unless excepted, within the *wildland-urban interface* areas of Colorado, as designated in this code.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided that such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Factory-Built Structures (nonresidential, residential, and tiny homes). Structure hardening provisions of this code for factory-built structures as defined by sections 24-32-3302(9), (10), (11), and (35), C.R.S., are in accordance with Rules adopted by the Division of Housing in 8 CCR 1302-1, Rule 2 Codes and Standards.

101.2.3 HUD Code Homes. Homes built to the HUD Manufactured Home Construction and Safety Standards are exempt from structure hardening requirements on their first installation. Homes built to the HUD Manufactured Home Construction and Safety Standards which are moved into an applicable Wildfire Resiliency code area are subject to the provisions of this code as required by the authority having jurisdiction.

101.3 Purpose. The purpose of this code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

The unrestricted use of property in *wildland-urban interface* areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to



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COLORADO
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Prevention & Control
Department of Public Safety

provide adequate fire protection facilities to control the spread of fire in *wildland-urban interface* areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the *wildland-urban interface* areas.

101.4 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code and conditions that, in the opinion of the *code official*, constitute a distinct hazard to life or property.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that, when the work increases the footprint of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.6 Roof coverings. The *roof covering* on buildings or structures in existence prior to adoption of this code that are replaced or have 25 percent or more of the surface area of the roof replaced, or where work to reconstruct, alter, or repair the *roof covering* effectively replaces such material, shall require the entirety of the *roof covering* to be replaced with a *roof covering* required for new construction specified in Sections 403.2 through 403.2.2.

Exception: Existing *roof coverings* that are compliant with Section 403.2.

101.7 Exterior walls. The exterior walls of building or structures in existence prior to adoption of this code where 25 percent or more of the total exterior wall surface area is replaced, or where work to reconstruct, alter or repair the exterior walls effectively replaces the exterior wall material, shall require the entirety of the exterior wall surface area, including attachments, to be replaced with materials required for new construction specified in Section 404.3 through 404.3.2



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COLORADO
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Prevention & Control
Department of Public Safety

and the immediate zone within 5 feet of the structure shall be made to comply with Section 503.1.

Exception: Existing exterior walls that are compliant with Section 404.3.

101.8 Maintenance. Buildings, structures, landscape materials, vegetation, *defensible space* or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102—APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code, or any other adopted code, specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code are listed throughout this code. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and the referenced codes and standards, the provisions of this code shall govern.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

102.5 Subjects not regulated by this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the authority having jurisdiction, compliance with applicable standards of other nationally recognized safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *code official* to determine compliance with codes or standards for those activities or installations within the code official's jurisdiction or responsibility.

102.6 Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof,



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Department of Public Safety

which are not specifically provided for by this code, shall be determined by the *code official* consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.

102.7 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.8 Existing conditions. The legal occupancy or use of any structure or condition existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or the *International Property Maintenance Code*, or as is deemed necessary by the *code official* for the general safety and welfare of the occupants and the public.

102.9 Historic structures. A variance is authorized to be issued for the repair or rehabilitation of a historic structure or construction of a contributing structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure, within the spirit of this code.

Exception: Within wildfire hazard areas, historic structures that do not meet one or more of the following designations:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program.

102.9.1 Historic preservation exemption. The authority having jurisdiction may establish a historic preservation exemption or exemptions in their jurisdiction that consists of the spirit and intent of this code.

102.10 Work exempt from permit under this code. Exemptions from code requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of the jurisdiction. Compliance with this code shall not be required for the following:

1. Interior alterations of existing structures.
2. Additions that do not increase the footprint of a structure by more than 500 square feet.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.



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Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Painting, staining and similar maintenance or restorative work.
7. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
8. *Accessory structures* and buildings of an accessory character classified as Utility and Miscellaneous Group U (including Agricultural Structures) located more than 50 feet from a structure containing *occupiable* or *habitable space*.
9. Fences located more than 8 feet from a habitable structure.
10. Any thirty-five acre parcel with only one residential structure on it that does not abut a residential or commercial area.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103—CODE COMPLIANCE AGENCY

103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104—DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 Powers and duties of the code official. The *code official* is hereby authorized to enforce the provisions of this code.

104.2 Determination of compliance. The *code official* shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.



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Prevention & Control
Department of Public Safety

104.2.1 Technical assistance. To determine compliance with this code, the *code official* is authorized to require the owner, the owner's authorized agent or the person in possession or control of the building or premises to provide a technical opinion and report.

104.2.1.1 Costs. A technical opinion and report shall be provided without charge to the jurisdiction.

104.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management to identify and propose necessary recommendations.

104.2.1.4 Tests. Where there is insufficient evidence of compliance with the provisions of this code, the *code official* shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the *code official*.

104.2.2 Alternative materials, design and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*.

104.2.2.1 Approval authority. An alternative material, design or method shall be *approved* where the *code official* finds that the proposed alternative is satisfactory and complies with Sections 104.2.2.2 through 104.2.2.7, as applicable.

104.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the *code official* for approval. Where the alternative material, design or method of construction is not approved, the *code official* shall respond in writing, stating the reasons the alternative was not approved.

104.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.



104.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

104.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the *code official*.

104.2.2.6 Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.2.6.1 and 104.2.2.6.2.

104.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an *approved* agency and use of the evaluation report shall require approval by the *code official* for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the *code official's* recognition of the *approved* agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the *code official*.

104.2.2.6.2 Other reports. Reports not complying with Section 104.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *code official*. The *code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

104.2.2.7 Peer review. The *code official* is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

method of construction, prepared by a peer reviewer that is *approved* by the *code official*.

104.2.3 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases, provided that the *code official* shall first find that one or more special individual reasons make the strict letter of this code impractical, that the modification is in conformance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the code enforcement agency.

104.3 Applications and permits. The *code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.4 Access to Property. For the purpose of inspecting and enforcing the provisions of this code and the terms and conditions of any permit issued under this code, the *code official* is authorized to enter upon private property at reasonable times and upon reasonable notice for the purpose of determining compliance with this code and to evaluate conditions relative to the permit application.

104.4.1 Authorization. The owner or occupant of the property having a permit under this code shall allow the *code official* access to the property to perform the required inspections. If access is denied, the *code official* shall apply to the Court with jurisdiction to seek authority to access the property.

104.5 Identification. The *code official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Official records. The *code official* shall keep official records as required by Sections 104.7.1 through 104.7.5. Such official records shall be retained for not less than 5 years or for as long as the structure or activity to which such records relate remains in existence, unless otherwise provided by other regulations.

104.7.1 Approvals. A record of approvals shall be maintained by the *code official* and shall be available for public inspection during business hours in accordance with applicable laws.

104.7.2 Inspections. The *code official* shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.



104.7.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 104.2.2; modifications in accordance with Section 104.2.3; and documentation of the final decision of the *code official* for either shall be in writing and shall be retained in the official records.

104.7.4 Tests. The *code official* shall keep a record of tests conducted to comply with Sections 104.2.1.4 and 104.2.2.5.

104.7.5 Fees. The *code official* shall keep a record of fees collected and refunded in accordance with Section 106.

104.8 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the *code official* shall be constructed and installed in accordance with such approval.

104.9.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working order and *approved*.

104.10 Other agencies. When requested to do so by the *code official*, other officials of this jurisdiction shall assist and cooperate with the *code official* in the discharge of the duties required by this code.

SECTION 105—TEMPORARY USES, EQUIPMENT AND SYSTEMS

105.1 General. The *code official* is authorized to issue a permit for temporary uses, equipment and systems. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The *code official* is authorized to grant extensions for demonstrated cause.

105.2 Conformance. Temporary uses, equipment and systems shall conform to the requirements of this code as necessary to ensure health, safety and general welfare.



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Department of Public Safety

105.3 Temporary service utilities. The *code official* is authorized to give permission to temporarily supply service utilities.

105.4 Termination of approval. The *code official* is authorized to terminate such permit for temporary uses, equipment and systems and to order the same to be discontinued.

SECTION 106—FEES

106.1 General. An AHJ has the authority to establish fees.

SECTION 107—STOP WORK ORDER

107.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

107.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

107.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

107.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

Chapter 2 - Definitions

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other International Codes, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

AGRICULTURAL BUILDING. A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

APPROVED. Acceptable to the *code official*.

BUILDING. Any structure intended for supporting or sheltering any occupancy.

CLASS A TESTS. Class A Tests are applicable to *roof coverings* that are expected to be effective against severe fire exposure, afford a high degree of fire protection to the *roof deck*, do not slip from position, and are not expected to present a flying brand hazard.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the *code official's* authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

EMBELLISHMENTS. Elements incorporated in design and construction for ornamental or decorative purpose that are not integral to the structure or structural support.

FIRE INTENSITY CLASSIFICATION. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the *wildland-urban interface* area.

FIRE-RETARDANT-TREATED WOOD. Fire-retardant-treated wood is any wood product that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed *flame spread index* of 25 or less. The ASTM E84 or UL723 test shall be continued for an additional 20-minute period and the flame front shall not progress more than 10.5 feet beyond the centerline of the burners at any time during the test.

FLAME SPREAD INDEX. A comparative measure, expressed as a dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM E84.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking.

HEAVY TIMBER CONSTRUCTION. As described in Section 602.4 of the 2024 *International Building Code*.

HOME IGNITION ZONE. Home Ignition Zone is the home and the area around the home (or structure). The HIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

IGNITION-RESISTANT BUILDING MATERIAL. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

IGNITION-RESISTANT VEGETATION. Plants that are less likely to readily ignite from a flame or other ignition source and produce fewer embers. While they can still be damaged by fire, their foliage and stems don't significantly contribute to the intensity of the fire.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log wall construction shall follow requirements of ICC 400.

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire.
2. Any material conforming to ASTM E136 shall be considered noncombustible within the meaning of this section.
3. For the purposes of this code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a noncombustible material.

OCCUPIABLE SPACE. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.

ROOF ASSEMBLY. A system designed to provide weather protection and resistance to design loads. The system consists of a *roof covering* and *roof deck* or a single component serving as both the *roof covering* and the *roof deck*. A *roof assembly* can include an underlayment, thermal barrier, ignition barrier, insulation or a vapor retarder.

ROOF COVERING. The covering applied to the *roof deck* for weather resistance, fire classification or appearance.

ROOF DECK. The flat or sloped surface not including its supporting members or vertical supports.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

SLOPE. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed.

STRUCTURE IGNITION ZONE. Structure Ignition Zone is the structure and the area around the structure (or home). The SIZ takes into account both the potential of the structure to ignite and the quality of *defensible space* surrounding it.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

WILDLAND-URBAN INTERFACE. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.

Chapter 3 - Wildfire Hazard Identification

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter provide methodology to establish and record wildfire hazard based on the findings of fact to be regulated by this code.

301.2 Objective. The objective of this chapter is to provide simple baseline criteria for determining *wildland-urban interface* areas based on the wildfire hazard.

SECTION 302 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

302.1 Declaration. The AHJ shall declare the *wildland-urban interface* areas within the jurisdiction as defined by this code. The *wildland-urban interface* areas shall be based on the findings of fact.

SECTION 303 MAPPING AND APPLICABILITY

303.1 Mapping of Wildfire Hazard Areas. Wildfire Hazard shall be recorded on official maps. These maps identify areas subject to the provisions of this code and shall be available for public inspection through an accessible online platform and at designated local government offices.

303.1.1 Map. This map shall be based on a combination of factors including, but not limited to, vegetative fuels, topography, local weather patterns, and fire behavior modeling data.

303.1.2 Locally Developed Mapping. The AHJ may develop and adopt local maps designating wildfire hazard and *fire intensity classifications* within its jurisdictional boundaries in accordance with Sections 303.1 through 303.3.

303.2 Fire Intensity Classification. *Fire Intensity Classification* shall be identified on the map in accordance with Section 303.1. *Fire Intensity Classification* is determined by expected wildfire behavior, including flame length and suppression difficulty and is separated into three levels: low, moderate, and high. The identified *fire intensity classification* establishes code requirements for construction and mitigation.

303.2.1 Low Fire Intensity Classification. *Low Fire Intensity Classification* is identified in areas with light to medium surface fuels, such as grasses, shrubs, and scattered low-density vegetation. These fuels are often discontinuous, which limits flame propagation but can sustain burning under moderate weather conditions. Fires in this class may occur on gentle to moderate *slopes*, where topography begins to influence the rate of spread. Although flame lengths remain relatively small—typically less than two feet—limited spotting may occur, especially with wind. Trained firefighters with protective equipment and standard hand tools can usually suppress these fires through



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

direct attack, particularly on *slopes* under 30 percent. Mechanized equipment is typically unnecessary.

Key Characteristics Include:

1. **Fuels:** Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length:** Less than 2 feet.
3. **Rate of Spread:** Low, increasing with *slopes* over 20 percent.
4. **Spotting:** Very short-range spotting is possible under windy conditions.
5. **Terrain Influence:** More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty:** Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

303.2.2 Moderate Fire Intensity Classification. *Moderate Fire Intensity Classification* is identified in areas with moderate to heavy fuel loads, such as dense shrubs, small trees, and accumulated ground fuels. Fires in this class present continuous horizontal and vertical fuel arrangements, allowing flames to reach up to 8 feet in length. Fire behavior is notably influenced by moderate to steep *slopes*, often accelerating the spread. Short-range spotting becomes more common, complicating suppression efforts. Ground crews typically require mechanized support, such as engines and dozers, to establish control lines. Aircraft assistance may be necessary, particularly in inaccessible terrain. There is a significant increase in the potential for property damage and risk to life, especially in *wildland-urban interface* areas.

Key Characteristics Include:

1. **Fuels:** Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length:** Up to 8 feet.
3. **Rate of Spread:** Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting:** Short-range spotting is common.
5. **Terrain Influence:** Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty:** Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

303.2.3 High Fire Intensity Classification. *High Fire Intensity Classification* is identified in areas with heavy, continuous fuel loads, such as dense forest canopies, thick



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

understory growth, and heavy dead/downed material. Fires in this class frequently occur on steep *slopes*, often exceeding 40 percent, where topography dramatically increases the rate of spread and severity. Flame lengths can exceed 30 feet, and both short- and medium-range spotting are common, particularly in windy conditions. Direct suppression by ground crews is typically ineffective, requiring indirect attack strategies, such as backburns and aerial retardant drops. Fires in this class pose extreme risk to life, property, and firefighter safety, especially in rugged or remote areas.

Key Characteristics Include:

1. **Fuels:** Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length:** Up to 30 feet or more.
3. **Rate of Spread:** Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting:** Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence:** *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty:** Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary.

These fires present significant danger to life, property, and responder safety.

303.3 Applicability of Code Provisions. The requirements of this code shall apply to all parcels located within designated Wildfire Hazard Areas and corresponding *fire intensity classifications* as identified on the official maps. The level of structure hardening, *defensible space*, and other mitigation measures required shall correspond to the applicable *fire intensity classification*—Low, Moderate, or High—as established by the board.

Structures and parcels identified with low *fire intensity classification* shall be constructed and maintained in accordance with the provisions for Class 1 structure hardening and site and area requirements.

Structures and parcels identified with moderate to high *fire intensity classifications* shall be constructed and maintained in accordance with the provisions for Class 2 structure hardening and site and area requirements.

SECTION 304 GROUND-TRUTHING

304.1 Purpose. This section establishes a process for owners or the owners authorized representative to request a ground-truthing review of their property's Wildfire Hazard or *fire intensity classification* as identified on state or locally adopted maps. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.



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Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

304.2 Determination of Fire Intensity Classification and Code Requirements. As determined by the *code official*, the *fire intensity classification* and associated requirements shall be based on a review of the vegetative fuels on the parcel and within 300' of the parcel boundary, topography, local weather patterns, and fire behavior modeling data and in accordance with the following *fire intensity classifications*:

304.2.1 Low *Fire Intensity Classification* in accordance with Section 303.2.1

304.2.2 Moderate *Fire Intensity Classification* in accordance with Section 303.2.2

304.2.3 High *Fire Intensity Classification* in accordance with Section 303.2.3

This determination shall be made based on existing conditions or conditions that have been established by a development plan approved by the local jurisdiction. Technical documentation shall be submitted in support of such request by a qualified wildfire professional and in accordance with Section 104.2.



COLORADO
Department of Public Safety



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Division of Fire
Prevention & Control
Department of Public Safety

Chapter 4- Structure Hardening

SECTION 401 GENERAL

401.1 Scope. Exterior design and construction of new buildings and structures within the *wildland-urban interface* areas of Colorado shall be constructed in accordance with this chapter.

Exceptions:

1. Buildings of an accessory character classified as Group U occupancy (including *agricultural buildings*) of any size located at least 50 feet from a structure containing *occupiable* or *habitable space*.
2. One-story detached accessory, nonhabitable structures, such as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable structure.
3. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing building, when less than 25 percent of the surface area of all exterior walls is affected.
4. The reconstruction, replacement, alteration, or repair of the exterior *roof covering* of an existing building, when less than 25 percent of the surface area of the exterior *roof covering* or an attachment thereto is affected.
5. Alterations or repairs to the exterior of an existing structure, or an attachment to it, when less than twenty-five percent of the exterior of the structure is affected by the alteration or repair.
6. Additions that do not increase the footprint of a structure by more than 500 square feet.

SECTION 402 BUILDING MATERIAL

402.1 Building material. Building materials shall comply with any one of the requirements in Section 402.2 through 402.4.

402.2 Noncombustible material. *Noncombustible* material shall comply with the definition of *noncombustible* materials in Section 202.

402.3 Fire-retardant-treated wood. *Fire-retardant-treated wood* shall be identified for exterior use and shall meet the requirements of Section 2303.2 of the 2024 *International Building Code*.

402.4 Ignition-resistant building material. Material shall be tested on the front and back faces in accordance with the extended ASTM E84 or UL 723 test, for a total test period of 30 minutes, or with the ASTM E2768 test. The materials shall bear identification showing the fire test results. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. The materials, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

for a test period of 30 minutes, or with ASTM E2768, shall comply with Sections 402.4.1 through 402.4.3.3. Materials or products which melt, drip or delaminate to the extent that the flame front is interrupted are not permitted.

Exception: Materials composed of a combustible core and a noncombustible exterior covering made from either aluminum at a minimum 0.019 inch thickness or corrosion-resistant steel at a minimum 0.0149 inch thickness shall not be required to be tested with a ripped or cut longitudinal gap.

402.4.1 Flame spread. The material shall exhibit a *flame spread index* not exceeding 25.

402.4.2 Flame front. The material shall exhibit a flame front that does not progress more than 10 feet 6 inches beyond the centerline of the burner at any time during the test.

402.4.3 Weathering. *Ignition-resistant building materials* shall maintain their performance in accordance with this section under conditions of use. The materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in Sections 402.4.3.1 through 402.4.3.3, as applicable to the materials and conditions of use.

402.4.3.1 Evaluation requirements for weathering. Fire-retardant-treated wood, wood-plastic composite materials and plastic lumber materials shall be evaluated after weathering in accordance with Method A “Test Method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing” in ASTM D2898.

402.4.3.2 Wood-plastic composite materials. Wood-plastic composite materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D7032 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.

402.4.3.3 Plastic lumber materials. Plastic lumber materials shall also demonstrate acceptable fire performance after weathering by the following procedure: first testing in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation, then weathering in accordance with ASTM D6662 and then retesting in accordance with ASTM E1354 and exhibiting an increase of no more than 10 percent in peak rate of heat release when compared to the peak heat release rate of the nonweathered material.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

SECTION 403 CLASS 1 STRUCTURE HARDENING

403.1 General. Class 1 structure hardening shall be in accordance with Sections 403.2 through 403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a low fire hazard severity.

403.2 Roofing. Roofs shall have a *roof covering* or *roof assembly* classified as Class A when tested in accordance with ASTM E108 or UL 790.

403.2.1 Flame and ember protection of roofs. For roof assemblies where the roof covering profile creates a space between the roof covering and roof deck, the space shall resist the entry of flames and embers by one or more of the following methods:

1. Firestopping with noncombustible material of the space between the roof covering and the roof deck.
2. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible roof deck.
3. Installation of a listed Class A classified roof assembly.

403.2.2 Roof valley flashings. Valley flashings shall be not less than 0.019 inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.

403.3 Gutters and downspouts. Gutters and downspouts shall be constructed of *noncombustible* material.

403.4 Ventilation Openings. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be in accordance with Section 403.4.1 or Section 403.4.2 as applicable.

403.4.1 Performance Requirements. Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all the following requirements:

1. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
2. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
3. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

403.4.2 Prescriptive Requirements. Ventilation openings for enclosed attics, enclosed rafter spaces, and underfloor spaces shall be covered with *noncombustible* 404.3 corrosion-resistant mesh with openings not to exceed 1/8-inch.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

SECTION 404 CLASS 2 STRUCTURE HARDENING

404.1 General. Class 2 structure hardening shall be in accordance with Sections 404.2 through 404.10.1 as well as the provisions of Class 1 structure hardening in Sections 403.2-403.4.2 and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the *wildland-urban interface* having a moderate or high fire hazard severity. See also Sections 101.6-101.7.

404.2 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, 2-inch nominal dimension lumber, or 1 inch nominal *fire-retardant-treated wood* or 3/4 inch nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*. Fascias are required and shall be protected on the backside by *noncombustible material, ignition-resistant materials*, or by materials approved for not less than 1-hour *fire-resistance-rated construction, 5/8-inch Type X drywall*, or 2- inch nominal dimension lumber.

404.3 Exterior Walls. Exterior walls of buildings or structures shall be constructed with one of the following methods:

1. Exterior wall assemblies with a minimum of 1-hour fire-resistance rating, rated for exposure on the exterior side.
2. *Approved noncombustible materials.*
3. *Heavy timber or log wall construction.*
4. *Noncombustible materials* complying with Section 402.2 on the exterior side.
5. *Fire-retardant treated wood* complying with Section 402.3 on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.
6. Ignition-resistant materials complying with Section 402.4 on the exterior side.

Such material shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing.

Exceptions:

1. Exterior wall *embellishments* and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of the exterior wall.
2. Roof or wall top cornice projections and similar assemblies.
3. Solid wood rafter tails and solid wood blocking installed between rafters having minimum dimension 2 inch nominal.

404.3.1 Exterior Wall Coverings. Exterior wall coverings shall be limited to the following:

1. *Noncombustible materials.*
2. *Fire-retardant-treated wood.*
3. *Ignition-resistant building materials.*



Exception: Where options 1 or 2 in section 404.3 are used, vinyl siding may be used as an exterior covering.

404.3.2 Flashing. A minimum of 6 inches of metal flashing or *noncombustible* material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with *noncombustible material* or *ignition-resistant building materials* while still permitting drainage and moisture control from behind exterior cladding.

404.4 Underfloor enclosure. Buildings or structures shall have underfloor areas enclosed to the ground or comply with exterior walls in accordance with Section 404.3.

404.5 Decking. Unenclosed decks shall have the deck walking surface constructed of one of the following:

1. *Approved noncombustible* materials
2. Class A rated material

Exception: Composite decking material with a minimum of Class B rating

3. *Fire-retardant-treated wood* identified for exterior use and meeting the requirements of Section 2303.2 of the 2024 *International Building Code*
4. *Ignition-resistant building materials* in accordance with Section 402.4.

404.6 Appendages and Projections. Appendages and projections shall be constructed in accordance with Section 404.3.

404.7 Exterior Glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, *multilayered glazed panels*, glass block or have a fire protection rating of not less than 20 minutes.

404.8 Exterior Doors. Exterior doors shall be *approved noncombustible* construction, solid core wood not less than 1 ¾-inches thick, or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 404.7.

Exception: Vehicle access doors.

404.9 Vehicle Access Door Perimeter Gap. Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jamb of doors from exceeding ⅛ inch as approved by the AHJ.

Gaps between doors and door openings shall be controlled by one of the following methods:

1. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).

2. Door overlaps onto jambs and headers.
3. Garage door jambs and headers covered with metal flashing.

404.10 Detached Accessory Structures. Detached *accessory structures* located less than 50 feet from a building containing *habitable* or *occupiable space* shall have exterior walls constructed in accordance with Section 404.3 through 404.3.2.

404.10.1 Underfloor areas. Where the detached structure is located and constructed so that the structure or any portion thereof projects over a descending *slope* surface greater than 10 percent, the area below the structure shall have underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 404.3 or underfloor protection in accordance with Section 404.4 or with 1/8-inch metal corrosion-resistant screen with a hardened zone within 5 feet.

Exception: The enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour *fire-resistance-rated construction*, *heavy timber construction*, *noncombustible* materials on the exterior side, or *fire-retardant-treated wood* on the exterior side. The *fire-retardant-treated wood* shall be labeled for exterior use and meet the requirements of Section 2303.2 of the 2024 *International Building Code*.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

Chapter 5- Site and Area Requirements

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall apply to parcels subject to this code.

501.2 Reference. As needed, the *code official* shall refer to the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service.

Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this code, as applicable, shall take precedence over the provisions in the referenced standard.

SECTION 502 CLASS 1 REQUIREMENTS

502.1 Structure Ignition Zone 1 (0-5 feet): Immediate Zone

502.1.1 Objective. This zone is designed to reduce or eliminate ember ignition and direct flame contact with the structure, decks, stairs, and attachments.

502.1.2 Materials. Use *noncombustible*, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.

Exception: Ignition-resistant plantings, per an approved list by the AHJ that is not less than that created by the Colorado State Forest Service, are allowed in the Immediate Zone.

502.1.3 Plantings. Remove all plantings including shrubs, slash, combustible mulch and other woody debris, with the exception of ignition-resistant vegetation.

502.1.4 Trees. There shall be no planting of new trees in the immediate zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.

Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.

502.2 Site Signage

502.2.1 Marking of roads. *Approved* signs or other *approved* notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.

502.2.2 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner *approved* by the *code official* to prevent obstruction.



COLORADO
Department of Public Safety



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

502.2.3 Address markers. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner *approved* by the *code official*.

502.3 Retaining Walls

502.3.1 Retaining Walls. Retaining walls shall be constructed with either *noncombustible* or ignition-resistant materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure.
2. The retaining wall is integral to the support of a structure regulated by this code.
3. The retaining wall is integral to the egress from a structure regulated by this code to a public way, easement, or private road.

502.4 Fencing

502.4.1 Fencing. Fencing within 8 feet of a structure regulated by this code or up to the property line when the property line is less than 8 feet away from the structure shall be constructed with *noncombustible* or ignition-resistant materials.

Exception: Vinyl fencing. Vinyl fencing may be allowed.

SECTION 503 CLASS 2 REQUIREMENTS

503.1 General. Class 2 site and area requirements shall be in accordance with Sections 503.2 through 503.3.2 and include all requirements of Class 1 in Sections 502.1 through 502.4.

503.2 Structure Ignition Zone 2 (5-30 feet) Intermediate Zone

503.2.1 Objective. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to structures.

503.2.2 Dead Materials. Within the *fuel modification* area, hazardous dead plant material must be removed from live vegetation.

503.2.3 Fuels Accumulation. Avoid large accumulations of surface fuels such as logs, branches, slash and combustible mulch.

503.2.4 Trees. *Tree crowns* extending to within 10 feet of any structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6-10 feet from the ground or a third of the total height of the tree, whichever is less.



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503.2.4.1 Tree Spacing. *Tree crowns* within this zone shall be spaced to prevent structure ignition and promote fuel discontinuity to limit fire spread.

503.2.5 Shrubs. Shrub groups within this zone shall be spaced to prevent structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.

503.3 Structure Ignition Zone 3 (30-100 feet) Expanded Zone

503.3.1 Objective. This zone focuses on mitigation that keeps fire on the ground.

503.3.2 Tree Spacing. *Tree crowns* within this zone shall be spaced at a minimum of 6-10 feet.



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Appendix A: PERMITS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

A101.1 General. Where not otherwise provided in the requirements of the *International Building Code* or *International Fire Code*, permits are required in accordance with Sections A101.2 through A101.9.

A101.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, converted, changed, or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the *code official*.

For buildings or structures erected for temporary uses, see Section 105.

A101.3 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Appendix B.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the *code official*.

A101.3.1 Preliminary inspection. Before a permit is issued, the *code official* is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

A101.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that



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the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

A101.4 Permit approval. Before a permit is issued, the *code official*, or an authorized representative, shall review and approve permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from agencies or departments concerned.

A101.5 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the *code official*. If the *code official* finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the *code official* is allowed to issue a permit to the applicant.

When the *code official* issues the permit, the *code official* shall endorse in writing or stamp the plans and specifications APPROVED. Such *approved* plans and specifications shall not be changed, modified or altered without authorization from the *code official*, and work regulated by this code shall be done in accordance with the *approved* plans.

A101.5.1 Refusal to issue a permit. Where the application or construction documents do not conform to the requirements of pertinent laws, the *code official* shall reject such application in writing, stating the reasons therefor.

A101.6 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

A101.7 Expiration. Every permit issued by the *code official* under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit is allowed to apply for an extension of the time within which work is allowed to commence under that permit where the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The *code official* is authorized to extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.



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A101.8 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the *code official* or other authorized representative.

A101.9 Revocation of permits. Permits issued under this code can be suspended or revoked where it is determined by the *code official* that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him or her under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. The permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The *code official* is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

Appendix B: CONSTRUCTION DOCUMENTS

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

B101.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in the format as required by the jurisdiction. The construction documents shall be prepared and submitted where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require additional documentation.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

B101.2 Information on plans and specifications. Plans and specifications shall be drawn to scale on substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations.

B101.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, landscape and vegetation details and locations of structures or building envelopes. The *code official* is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted. Identify the *fire intensity classification*.

B101.3.1 Defensible Space Site Plans. Defensible space site plans shall be prepared and submitted to the *code official* for review and approval as part of the site plans required for a permit. The *code official* is authorized to waive or modify the requirement for a defensible space site plan where the application for permit is for alteration or repair or where otherwise warranted.

B101.5 Other data and substantiation. Where required by the *code official*, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

B101.6 Retention of plans. One set of *approved* plans, specifications and computations shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work or as required by state or local laws.

B101.7 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.



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B101.8 Amended construction documents. Work shall be installed in accordance with the *approved* construction documents, and changes made during construction that are not in compliance with the *approved* documents shall be resubmitted for approval as an amended set of construction documents.

B101.9 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

B101.10 Phased approval. The *code official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

Appendix C: INSPECTION AND ENFORCEMENT

The provisions of this appendix apply only when adopted by the governing body in the final ordinance.

C101.1 Inspection. Inspections shall be in accordance with Sections C101.1.1 through C101.1.4.3.

C101.1.1 General. Construction or work for which a permit is required by this code shall be subject to inspection by the *code official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved* by the *code official*.

It shall be the duty of the permit applicant to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

Where required by the *code official*, a survey of the lot shall be provided to verify that the mitigation features are provided and the building or structure is located in accordance with the *approved* plans.

C101.1.2 Authority to inspect. The *code official* shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the *code official* for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

C101.1.2.1 Approved inspection agencies. The *code official* is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

C101.1.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

C101.1.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall



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Department of Public Safety

either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

C101.1.3 Reinspections. To determine compliance with this code, the *code official* can cause a structure to be reinspected. A fee can be assessed for each inspection or reinspection where work for which inspection is called is not complete or where corrections called for are not made.

Reinspection fees can be assessed where the *approved* plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the *code official*.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. Where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

C101.1.4 Testing. Installations shall be tested as required in this code and in accordance with Sections C101.1.4.1 through C101.1.4.3. Tests shall be made by the permit holder or authorized agent and observed by the *code official*.

C101.1.4.1 New, altered, extended or repaired installations. New installations and parts of existing installations that have been altered, extended, renovated or repaired, shall be tested as prescribed herein to disclose defects.

C101.1.4.2 Apparatus, instruments, material and labor for tests. Apparatus, instruments, material and labor required for testing an installation or part thereof shall be furnished by the permit holder or authorized agent.

C101.1.4.3 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

C101.2 Enforcement. Enforcement shall be in accordance with Sections C101.2.1 and C101.2.2.

C101.2.1 Authorization to issue corrective orders and notices. Where the *code official* finds any building or premises that are in violation of this code, the *code official* is authorized to issue corrective orders and notices.

C101.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if such person is not found on the



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Department of Public Safety

premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

C101.3 Compliance with orders and notices. Compliance with orders and notices shall be in accordance with Sections C101.3.1 through C101.3.8.

C101.3.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, the owner's authorized agent, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, then such corrective orders or notices shall be complied with by the owner or the owner's authorized agent.

C101.3.2 Compliance with tags. building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section C101.3.1.

C101.3.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the *code official* shall not be mutilated, destroyed or removed without authorization by the *code official*.

C101.3.4 Citations. Persons operating or maintaining an occupancy or premises subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the *code official* shall be guilty of a misdemeanor.

C101.3.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or that in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

C101.3.5.1 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

C101.3.5.2 Notice. Where an unsafe condition is found, the *code official* shall serve on the owner, owner's authorized agent or person in control of the building, structure or premises, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or



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requires the unsafe structure to be demolished. Such notice shall require the person thus notified, or their designee, to declare to the *code official* within a stipulated time, acceptance or rejection of the terms of the order.

C101.3.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered in any other manner as prescribed by local law.

Where the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent or on the person responsible for the structure shall constitute service of notice on the owner.

C101.3.5.3 Placarding. Upon failure of the owner, the owner's authorized agent or the person responsible to comply with the notice provisions within the time given, the *code official* shall post on the premises or on defective equipment a placard bearing the word "UNSAFE" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

C101.3.5.3.1 Placard removal. The *code official* shall remove the unsafe condition placard whenever the defect or defects on which the unsafe condition and placarding action were based have been eliminated. Any person who defaces or removes an unsafe condition placard without the approval of the *code official* shall be subject to the penalties provided by this code.

C101.3.5.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building, structure or premises deemed unsafe by the *code official* shall abate, correct or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

C101.3.5.5 Summary abatement. Where conditions exist that are deemed hazardous to life and property, the *code official* is authorized to abate or correct summarily such hazardous conditions that are in violation of this code.

C101.3.5.6 Evacuation. The *code official* shall be authorized to order the immediate evacuation of any occupied building, structure or premises deemed unsafe where such hazardous conditions exist that present imminent danger to the occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or reenter until authorized to do so by the *code official*.



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C101.3.6 Prosecution of violation. If the notice of violation is not complied with promptly, the *code official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

C101.3.7 Violation penalties. An AHJ has the authority to establish fees.

C101.3.8 Abatement of violation. In addition to the imposition of the penalties herein described, the *code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.



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Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 6th, 2026

AGENDA ITEM:

Adoption of the 2021 International Code Series
Adoption of the Colorado Model Electric Ready and Solar Ready Code
Amendments to Town of Snowmass Village Municipal Code Chapter 18

PRESENTED BY:

Town of Snowmass Village Community Development Department
Mike Metheny, Chief Building Official
Lauren Litchet, Plans Examiner and Building Inspector

BACKGROUND:

The Community Development Department is proposing amendments to Chapter 18 of the Town of Snowmass Village Municipal Code to adopt the 2021 International Code (I-Code) series, replacing the currently adopted 2015 editions. This update reflects advancements in construction technology, building safety standards, energy efficiency, and current research in building science. Adopting the 2021 I-Codes will ensure that the Town's regulatory framework remains aligned with contemporary best practices and consistent with peer and neighboring jurisdictions, thereby maintaining a high standard of construction quality and integrity throughout Snowmass Village.

In addition to the 2021 I-Codes, the Department is proposing adoption of the Colorado Model Electric Ready and Solar Ready Code. This code, developed and implemented by the State of Colorado, is a required adoption for local jurisdictions. It establishes uniform standards that support future electrical and solar infrastructure by providing clear guidance for new construction to accommodate potential electrification and solar energy installations.

FINANCIAL IMPACT:

This will result in increased construction costs for the majority of projects within the Town of Snowmass Village.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

These provisions contribute to enhanced fire resiliency and improved energy conservation. Additionally, the proposed code updates support a continued emphasis on life safety within the built environment for both residents and visitors.

COUNCIL OPTIONS:

Provide feedback on the proposed adoptions to the 2021 International Code series, the Colorado Model Electric Ready and Solar Ready Code, and the proposed amendments to Town of Snowmass Village Municipal Code Chapter 18.

STAFF RECOMMENDATION:

Adopt the codes as amended.

ATTACHMENTS:

Attachment A – Ordinance No. 7 Series of 2026

Attachment B – Exhibit A - Municipal Code Chapter 18

Attachment C – Colorado Model Electric Ready and Solar Ready Code

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

3
4 **ORDINANCE NO. 7**
5 **SERIES OF 2026**
6

7 **AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL**
8 **CODE BY REPEALING AND REENACTING CHAPTER 18 AND THEREBY**
9 **ADOPTING BY REFERENCE THE 2021 INTERNATIONAL EXISTING BUILDING**
10 **CODE, 2021 INTERNATIONAL BUILDING CODE, 2026 NATIONAL ELECTRICAL**
11 **CODE, 2021 INTERNATIONAL MECHANICAL CODE, 2021 INTERNATIONAL**
12 **PLUMBING CODE, 2021 INTERNATIONAL FIRE CODE, 2021 INTERNATIONAL**
13 **FUEL GAS CODE, 2021 INTERNATIONAL ENERGY CONSERVATION CODE,**
14 **COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE, AND 2021**
15 **INTERNATIONAL RESIDENTIAL CODE, AND PROVIDING PENALTIES FOR**
16 **VIOLATION THEREOF**
17

18 WHEREAS, The Town of Snowmass Village (“TOSV” or the “Town”) is a home-
19 rule municipality, duly organized and existing under the TOSV's Charter adopted pursuant
20 to Article XX of the Constitution of the State of Colorado; and
21

22 WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the
23 power to amend the TOSV Municipal Code (the “Code”); and
24

25 WHEREAS, the Town has adopted by reference (with amendments) building
26 codes promulgated by the International Code Council and the National Fire Protection
27 Association; and
28

29 WHEREAS, the Town wishes to update its building codes by adopting by reference
30 (with amendments) the 2021 International Existing Building Code, 2021 International
31 Building Code, 2026 National Electrical Code, 2021 International Mechanical Code, 2021
32 International Plumbing Code, 2021 International Fire Code, 2021 International Fuel Gas
33 Code, 2021 International Energy Conservation Code, Colorado Model Electric Ready And
34 Solar Ready Code, and 2021 International Residential Code (collectively the “Building
35 Codes”); and
36

37 WHEREAS, in adopting the Building Codes, the Town wishes to establish fees and
38 provide penalties for violation of such codes; and
39

40 WHEREAS, Chapter 18 of the Code sets forth the Town’s Building Regulations
41 and the Town wishes to repeal and reenact Chapter 18, Articles I through XIV to adopt
42 the Building Codes; and
43

44 WHEREAS, the TOSV wishes to protect the health, safety, and welfare of
45 residents within the Town by updating and adopting the Building Codes; and
46

WHEREAS, Town staff has reviewed the Building Codes and recommends to Town Council that the TOSV adopt them as amended below; and

WHEREAS, Town Council finds and determines that it is necessary to adopt the Building Codes as amended below and that the following amendments to Chapter 18 of the Code are necessary to protect the public health, safety, and welfare of the citizens of the TOSV; and

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

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Amendment to Chapter 18, Article XV – Short-Term Rental Regulations. **Chapter 18, Article XV – Short-Term Rental Regulations** of the Code is hereby amended and renumbered as Chapter 18, Article XVI – Short-Term Rental Regulations.
3. Repeal and Reenact Chapter 18. **Chapter 18, Articles I through XIV** of the Code is hereby repealed and reenacted as set forth in **Exhibit A**.
4. Notice. Pursuant to Section 31-16-203, C.R.S., as amended, a public notice shall be published twice in a newspaper of general circulation within the Town, once at least fifteen (15) days preceding a public hearing, and once at least eight (8) days preceding the public hearing. The notice shall state the time and place of the hearing, shall state that copies of the primary code to be considered for adoption are on file with the Town Clerk and are open to public inspection, shall contain a description deemed sufficient to give notice to interested persons of the purpose of the primary code, the subject matters of said code and the name and address of the agency by which it has been enacted. The public hearing on the adoption of this ordinance is hereby set for April 20, 2026.
5. Severability. If any provision of this Ordinance or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are severable.

6. Effective Date. This Ordinance shall be effective 15 days after adoption in accordance with the Town of Snowmass Village Home Rule Charter.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on First Reading on _____, 2026, upon a motion by Council Member _____, the second of Council Member _____, and upon a vote of _____ in favor and _____ against.

READ, APPROVED AND ADOPTED as amended, by the Town Council of the Town of Snowmass Village on Second Reading on _____, 2026, upon a motion by Council Member _____, seconded by Council Member _____, and upon a vote of ____ in favor and ____ against.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

EXHIBIT A
AMENDMENT TO TOWN CODE

Chapter 18, Articles I through XIV of the Code is hereby repealed and reenacted as follows:

CHAPTER 18 Building Regulations

Article I – General Provisions

Sec. 18-1. Authorization of the Building Official

The Building Official is authorized to terminate inspections in progress, issue stop work orders on projects in progress and refuse to issue permits when they reasonably determine that a violation of the provisions of this Chapter, Chapter 16 or Chapter 16A has occurred.

Section 18-2. Snowmass Water and Sanitation District Integration

The Water District is the provider of potable water and sanitary sewer services within the Town. An integration between the provisions of this Chapter and the provisions of the rules and regulations of the Water District shall occur to the greatest extent possible.

Section 18-3. Water District Rules and Regulations

The current rules and regulations of the Water District are considered to be a supplement to the provisions of International Plumbing Code and are hereby incorporated herein by this reference. Any conflict between the provisions of this Chapter and the provisions of the current rules and regulations of the Water District shall be resolved in favor of the more restrictive provision.

Section 18-4. Water District Compliance Inspection Required

If the Building Official determines that a compliance inspection has not been performed or successfully completed by the Water District, if required, then the Building Official may refrain from the issuance of a Certificate of Occupancy or a Certificate of Completion.

Section 18-5. Access Permit Required

No permit, Certificate of Occupancy or Certificate of Completion shall be issued by the Building Official unless an access permit required by the provisions of Section 11-1 of this Code has been issued by the Public Works Director, or their designee.

Article II – Contractor Licenses

Section 18-6. License Required

No building, electrical, plumbing, mechanical, fire protection, alarm system or excavation work shall be performed in the Town without the contractor first having obtained a contractor's license. The Building Official shall prescribe the form for the application for a contractor's license and any examination required to be successfully completed by an applicant.

Section 18-7. License Classifications

- a) General Class AA - Unlimited construction
- b) General Class A - All types of construction limited to six (6) stories in height.
- c) General Class B - New construction, additions, and alterations. Buildings shall not exceed types III, IV and V construction with a total floor area not more than fifteen thousand (15,000) square feet (fire walls shall not constitute separate buildings). Minor alterations, additions, and limited new construction and additions shall not exceed ten thousand (10,000) square feet.
- d) General Class C - Additions and alterations minor in nature. Limited to construction types governed by the International Residential Code.
- e) Owner/ Builder – May construct or alter one single family residence every three years. All subcontractors working for the owner/ builder shall be licensed by the Town and the owner/builder shall provide continuous supervision at the job site.
- f) Specialty - Limited to a specific specialty.
- g) Electrical - Class A Electrical Contractor licensed by the State of Colorado or a Master Electrician.
- h) Plumbing - Class A Master Plumbing contractor licensed by the State of Colorado.
- i) Mechanical – International Code Council Exam or BEST Card

Section 18-8. Fees

Contractor's Licensing Fees		
3 Year Fee	License Classification	Monthly Pro-Rated Fee
\$450.00	Class AA – Unlimited Construction	\$12.50
\$450.00	General Class A – Commercial	\$12.50
\$450.00	General Class B – Light Commercial	\$12.50
\$450.00	General Class C – Homebuilder	\$12.50
\$142.00	Specialty Contractor	\$3.94
\$0.00	Electrical Contractor	\$0.00
\$195.00	Plumbing Contractor	\$5.42

\$195.00	Mechanical Contractor	\$5.42
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Section 18-9. Revocation and Suspension

The Building Official shall have the authority to temporarily suspend or permanently revoke any contractor's license for violation of the provisions of this Chapter by the licensee.

- a) All work performed without a permit will be assessed double building permit and plan check fees for the first offense. The second offense will result in the revocation of the contractor's license.

Section 18-10. Liability of Building Official

The Building Official charged with the enforcement of the provisions of this Chapter, acting in good faith and without malice in the discharge of the duties required by this Chapter or other pertinent provisions of this Code, shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the Building Official or employee in the enforcement of any provision of this Chapter or other pertinent provisions of this Code implemented for the enforcement of this Chapter shall be defended by the Town until final termination of such proceedings, and any judgment resulting therefrom shall be satisfied by the Town. The requirements of this Chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure or any damages to persons or property caused by defects, nor shall the Town be held as assuming any such liability by reason of the inspections authorized by this Chapter or any permits or certificates issued.

Article III – Construction Management

Section 18-11. Construction Management

This Section establishes standards and regulations governing the preparation, review, implementation, monitoring and enforcement of project-specific construction management plans for development and construction activities within the Town.

- a) If any provision of an approved Planned Unit Development (PUD) is in conflict with the provisions of this section, then the provisions of such approval shall govern. The requirements of this section shall apply to the construction of an approved PUD or any other approved development project when no alternate or conflicting construction management provisions are specified within the terms and conditions of project approval.
- b) With the exception of Subsection 18-13 below relating to construction vehicles leaving the Snowmass Ski Area Boundary, on-mountain construction activities that are located within the United States Forest Service Permit Boundary for the Snowmass Ski Area and which occur not less than one thousand (1,000) feet from

the nearest residential or nonresidential structure that is not affiliated with the ski area operation shall be exempt from the construction management regulations described in this Section. Regulations concerning the management of these types of construction activities shall be governed pursuant to the United States Forest Service's (USFS) annual Summer Construction Plan, the USFS Project Implementation Plan for the Snowmass Ski Area and the Snowmass Mountain Master Plan PUD.

Section 18-12. Limitation on Construction Times and Noise

- a) Construction activities which produce excessive noise or vehicle activity shall be permitted between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday (excluding legal holidays) throughout the year. No noise-producing construction or excessive vehicle activity shall be permitted on Sunday or legal holidays.
- b) Excessive noise-producing construction activities may include, but are not limited to the following:
 - a. Sawing, hammering, compressors, excavation, compacting, concrete trucks, dump trucks, and loud radios used by construction personnel.
 - b. Any event which produces a decibel reading at the property line in excess of sixty (60) decibels.
- c) Excessive vehicle activity may include but not be limited to the following: delivery trucks, employee vehicles not parked on the property, parking on the streets, dump trucks, and other construction-related vehicles.
- d) Any construction-related activity that produces a decibel reading at the property line of greater than ninety (90) decibels at any time shall require prior written authorization from the Town Manager, Building Official or their designee.
- e) The Town Council may choose to further prohibit or otherwise limit excessive noise-producing construction and vehicle activity, including road and lane closures or other construction-related activities, from occurring during peak seasons (winter and summer), major special events and other holidays throughout the year. Specific dates defining these periods and days on which such activities are prohibited or limited shall be determined by Council resolution. To provide adequate notice and clear expectations for contractors and developers, such resolution should be adopted prior to March 1 of each year. However, the Town Council shall retain the right to alter or amend such resolution at any time, as deemed necessary by the Town Council.
 - a. Special events shall take precedence over construction activities, and, as such, permitted work hours may be altered or interrupted or work stopped at the discretion of the Building Official to ensure that an event is not adversely affected, impeded or disrupted due to construction activity.
 - b. The Building Official shall endeavor to provide at least (7) days' notice prior to the date of any alteration or interruption of permitted work hours, or stoppage of work required pursuant to Subparagraph a. above.

- f) Activities that do not qualify as excessive noise-producing construction activities nor as excessive vehicle activity, as described in Section 18-12(b) of this Article, are permitted at any time.
- g) In some instances, work may be required or may serve as a benefit to the community to occur outside of permitted work hours. In these cases, a written request shall be submitted for review and approval by the Town Manager or their designee for emergency situations. To account for other unforeseen circumstances, the Town Manager, Building Official, or their designee may approve work to occur outside of permitted work hours at their discretion.
- h) High-impact events
 - a. High-impact events, including but not limited to concrete pours of four hundred (400) cubic yards or more per day, hauling operations of five hundred (500) cubic yards or more per day, drilling, blasting, pile driving or other activities producing a decibel reading of greater than ninety (90) decibels at the property line (as may be permitted pursuant to Subsection i) below, work within public rights-of-way, sidewalks or trails and traffic detours shall be clearly identified and approved.
 - b. Notice of any of the events or activities described in the paragraph above shall be given to the Town at least fourteen (14) days prior to the event or activity.
- i) Noise
 - a. Construction activities that produce excessive noise and/or vehicle activity are regulated pursuant to Section 18-12 of this Article.
 - b. Activities that will involve excessive noise or vibration shall be clearly detailed to the Town, including anticipated decibel levels, days and hours of operation, and methods of mitigation.
 - c. Activities that produce a decibel reading at the property line of greater than ninety (90) decibels shall be subject to the noticing requirements of Subsection h) of this Section.
- j) Portable Generators
 - a. On-site utilization of portable generators shall be clearly specified, including generator size, fuel type, location, and times of operation.
 - b. A noise mitigation plan, identifying the physical and operational means by which excessive noise will be minimized, shall be required for portable generators, to ensure compliance with Section 18-12 of this Article.
- k) Blasting
 - a. Blasting shall not be allowed within the Town without first obtaining the proper State and Federal Permits.
 - b. Written approvals from the Building Official and Roaring Fork Fire Rescue Authority shall be required for any blasting or explosive work.
 - c. Blasting for site excavations or avalanche control located within the United States Forest Service Permit Boundary for the Snowmass Ski Area, conducted by the ski area operator, shall be in accordance with the necessary state and federal approvals.

- d. All blasting operations shall be conducted in accordance the International Fire Code.
- l) Pile Driving
 - a. Driven piles are required to be engineered by a Colorado Licensed Professional Engineer.
 - b. The proposed locations, diameters and depths of all piers or piles shall be clearly detailed on the site plan.
 - c. A tentative pile-driving schedule shall be submitted for review and approval by the Building Official not less than two (2) weeks prior to occurrence.
 - d. A noise mitigation plan, identifying the physical and operational means by which excessive noise will be minimized, shall be required for pile driving, and the Town may impose reasonable conditions limiting the hours and days during which pile driving is permitted.

Section 18-13. Construction Management Standards, Requirements, and Regulations

- a) Standard Provisions
 - a. Compliance with the following standards and regulations shall be required and documented within an approved construction management plan. Should any of the provisions identified within an approved construction management plan prove to be inadequate in their application or effectiveness, as determined by the Building Official, the Town shall have the authority to require the implementation of alternative methods, cease work until unacceptable conditions are corrected, take appropriate enforcement actions, impose fines and/or perform the necessary work at the permit holder's expense, pursuant to the enforcement provisions of Section 18-13 c) below.
 - b. For any provisions within this Section that require that a notice and/or request for authorization be submitted to the Town prior to a particular event or activity, an approval or denial of such request shall be issued by the Town not less than twenty-four (24) hours prior to the date specified for said event or activity.
 - c. The intent of these regulations is to clearly identify provisions concerning construction management within the Town. Many of these provisions are redundant to or in conflict with specific regulations included in other regulatory codes, including but not limited to the International Building Code, International Fire Code and Occupational Safety and Health Administration Regulations. The regulations enacted herein shall in no way diminish or substitute for the requirements of any other applicable regulatory codes and/or standards, and, in the event of conflict between provisions of this Section and any other such regulatory code, the more restrictive provision shall apply.
- b) General Requirements
 - a. Site Security

- i. Construction fencing of a height and type to be approved by the Building Official or other protective measures, as deemed necessary or appropriate by the Building Official, shall be implemented to delineate, screen, and secure project sites involving building demolitions, new construction, additions, exterior renovations, and site excavations.
 - ii. Security measures shall be in place at all times when the site is not in operation. Provisions including perimeter barriers, locks, surveillance systems, security lighting, employment of security personnel and other measures, may be required at the discretion of the Building Official.
 - iii. Security and/or protection measures shall be taken to prevent unauthorized access to construction sites, adjoining buildings, and to safeguard site materials and equipment.
 - c) Enforcement, Penalty Assessments and Fines
 - a. Enforcement
 - i. Contractors and developers are expected to be acutely aware of the standards and regulations for construction management established by the Town.
 - ii. The Police Department, Building Official or any building inspector may complete random site visits and respond to complaints to determine if construction activities are in compliance with the provisions of an approved construction management plan and other Town regulations and shall have the authority to enforce the provisions of Article III above by issuing a citation or summons to the permit holder pursuant to the enforcement provisions of this Section.
 - iii. The schedule of penalty assessments and fines contained in Subsection b. below shall be applicable to any violation of a provision contained in an approved construction management plan. Violations of other Town regulations are subject to the general penalty for violation pursuant to Section 1-72 or as otherwise provided in this Code.
 - iv. At the discretion of the Building Official, any violation of a provision contained in an approved construction management plan shall be grounds for immediate stoppage of work and/or issuance of a citation or summons for the assessment of penalties or fines pursuant to the Schedule described in Subsection b. below.
 - v. If a penalty assessment or fine is imposed for violation of a provision contained in an approved construction management plan, payment of the penalty assessment or fine shall be made within ten (10) days of the date of the citation or summons. Failure to pay the penalty assessment or fine within ten (10) days shall be grounds for immediate stoppage of work.
 - b. Schedule of Penalty Assessment and Fines

- i. The following is a schedule of penalty assessments and fines applicable to violations of provisions of an approved construction management plan. Each day a violation remains unresolved shall constitute a separate offense, unless otherwise provided.

<i>Description</i>	<i>Penalty Assessments or Fines</i>
Violation of any provision <u>not</u> involving work or impacts occurring within a public roadway, sidewalk or trail.	
First offense	\$200.00
Second offense	\$500.00
Third offense (and for each offense thereafter)	Municipal Court summons (fine up to \$1,000.00 and possible revocation of contractor's license)
Violation of any provision involving work or impacts occurring within a public roadway, sidewalk or trail.	
First offense	\$1,000.00
Second offense	Municipal Court summons (fine up to \$2,650.00 and possible revocation of contractor's license)
Third offense (and for each offense thereafter)	Municipal Court summons (fine up to \$2,650.00 and possible revocation of contractor's license)

c. Refund Policy

- i. It shall be at the discretion of the Building Official to establish a refund policy. A request for a refund of fees must be made in writing prior to the expiration date of the permit. All Plan Review Fees will be retained by the Town of Snowmass Village. All other fees may be refunded at the discretion of the Building Official. This policy does not pertain to Roaring Fork Fire Authority plan review fees, fire permit types, or expired permits. Refunds of any type are not available for expired permits or permits that have received a Certificate of Occupancy or a Certificate of Completion.

d) Work Conditions, Site Safety, and Emergency Provisions

a. Work Conditions

- i. Compliance with United States Occupational Safety and Health Administration (OSHA) standards and codes will be required pursuant to State and Federal Regulations.

b. Safeguarding

- i. Roofing operations utilizing heat-producing systems or other ignition sources shall be performed by a contractor licensed and bonded for the type of roofing process to be performed.

- ii. Asphalt and tar kettles shall be operated in accordance with the International Fire Code.
 - iii. Internal combustion-powered construction equipment shall be used in accordance with the following conditions:
 - 1. Equipment shall be located so that exhausts do not discharge against combustible material.
 - 2. Exhaust shall be vented to the outside of the building.
 - 3. Equipment shall not be refueled while in operation.
 - iv. A first-aid kit shall always be available on site and shall be inspected at least monthly and replenished as necessary.
 - v. In buildings where an automatic fire sprinkler system is required, it shall be unlawful to occupy any portion of a building or structure until the automatic sprinkler system installation has been tested and approved, unless otherwise authorized by Roaring Fork Fire Rescue Authority.
 - vi. Operation of sprinkler control valves shall be allowed only by properly authorized personnel and shall be accomplished by notification of duly designated parties. When the sprinkler protection is being regularly turned off and on to facilitate connection of newly completed segments, the sprinkler control valves shall be checked at the end of each work period to ascertain that protection is in service.
- c. Deep Excavations/Trenches
- i. Excavations shall be performed as specified by the project's engineer of record. Shoring, slope stabilization and retaining methods shall be employed as required for safety of property and personnel. In the absence of specifications provided by a design professional, OSHA regulations for this type of activity shall govern.
 - ii. Trenches located in the public right-of-way shall be backfilled, covered or otherwise protected overnight. Traffic-control and pedestrian-protection measures, including barricades, flashing lights, detour signage and steel plates, shall be reviewed and approved by the Building Official, Public Works Director, or their designee.
- d. Hazardous Materials Storage
- i. An inventory of on-site hazardous materials, including combustible liquids, combustible fibers, explosives, flammable gases, flammable liquids, organic peroxides, oxidizers, etc., shall be maintained on the project site and shall be provided to the Building Official upon request.
 - ii. The appropriate Material Safety Data Sheets (MSDS) shall always be available on-site, pursuant to federal regulations.
 - iii. All flammable and combustible liquids used or stored on-site shall comply with the International Fire Code.
 - iv. Operations involving cutting and welding shall be done in accordance with the International Fire Code.

- v. A written approval or permit from the Roaring Fork Fire Rescue Authority shall be submitted to the Building Official for all on-site hazardous materials storage.
- e. Fuel Storage
 - i. Container locations for bulk on-site fuel storage shall be clearly identified, including fuel types, container sizes and spill containment procedures.
 - ii. On-site fuel storage shall require a written approval or permit from the Roaring Fork Fire Rescue Authority and Town of Snowmass Village Building Official.
- f. Temporary Heating
 - i. A temporary heating permit shall be obtained from the Town of Snowmass Village and/or the Roaring Fork Fire Rescue Authority. A field inspection shall be required prior to the energizing of any temporary heating systems or components.
 - ii. All temporary heating provisions shall comply with the International Fire Code.
- g. Emergency Access and Evacuation
 - i. Emergency access in and out of the Town and to all locations throughout the Town shall be maintained at all times.
 - ii. Vehicle access for firefighting shall be provided to all construction and/or demolition sites.
 - iii. Unless otherwise authorized by the Roaring Fork Fire Rescue Authority, vehicle access shall be provided to within one hundred (100) feet of temporary or permanent Fire District connections.
 - iv. Vehicle access shall be provided by either temporary or permanent roads capable of supporting emergency vehicle loading under all weather conditions.
 - v. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
 - vi. Key boxes shall be provided as required by the International Fire Code.
 - vii. Where a building has been constructed to a height greater than fifty (50) feet or four (4) stories, or where an existing building exceeding fifty (50) feet in height is altered, at least one (1) temporary lighted stairway shall be provided unless one (1) or more of the permanent stairways are erected as the construction progresses.
 - viii. Required means of egress shall be maintained at all times during construction, demolition, remodeling, alteration, and addition to any building, to ensure free and unobstructed egress for workers and occupants in the event of fire or other emergency. Approved temporary means of egress systems may be utilized subject to review and approval by the Building Official.
- h. Firefighting Equipment and Water Supply

- i. Structures under construction, alteration or demolition shall be provided with at least one (1) approved portable fire extinguisher in accordance with the International Fire Code and sized for not less than an ordinary hazard as follows:
 - 1. At each stairway on all floor levels where combustible materials have accumulated.
 - 2. In every storage and construction shed.
 - 3. Additional portable fire extinguishers shall be provided where special hazards exist, including but not limited to the storage and use of flammable and combustible liquids.
 - ii. A water supply, either temporary or permanent and approved for fire protection by the Roaring Fork Fire Rescue Authority, shall be made available as soon as combustible material arrives on the site.
- i. Standpipes
 - i. Buildings four (4) or more stories in height shall be provided with not less than one (1) standpipe for use during construction.
 - ii. Standpipes shall be installed when the progress of the construction is not more than forty (40) feet in height above the lowest level of Fire Department access.
 - iii. Standpipes shall be provided with Fire District hose connections at accessible locations adjacent to usable stairs.
 - iv. Standpipes shall be extended as construction progresses to within one (1) floor of the highest point of construction having secured decking or flooring.
- j. Site Signage and Exterior Lighting
 - i. All signage displayed on a construction site shall be reviewed and approved by the Building Official prior to installation.
 - ii. Construction site signs shall be regulated pursuant to Section 16A of this Code.
 - iii. Informational signs specifying the project address, building permit number, security information, site safety requirements and twenty-four-hour contact information shall be erected at each designated access point on the perimeter of the site, pursuant to Section 16A of this code.
 - iv. Exterior lighting, including temporary construction lighting and temporary lighting of site signage, shall conform to the provisions of Town of Snowmass Village Lighting Code.
 - v. All signage of public roadways must meet United States Manual on Uniform Traffic Code Device (MUTCD) standards and shall obtain approval from the Public Works Director or their designee.
- k. Contractor and Worker Parking
 - i. Adequate parking provisions for contractors and worker vehicles shall be made in accordance with the Construction Management Guidelines and shall be approved by the Building Official.

- ii. If the provision of on-site parking is not practical, is limited, or prohibited pursuant to the conditions of project approval, evidence shall be provided describing alternative arrangements that have been made to accommodate parking needs.
 - iii. For one-lot single-family and duplex residential projects, a temporary right-of-way parking permit may be issued upon verification that emergency access will be maintained at all times and upon review and approval by the Public Works and Police Departments.
- l. Construction Vehicles
 - i. Vehicles and equipment leaving a construction site shall be properly cleaned to prevent mud, gravel, and debris from being tracked onto public roadways, sidewalks, trails, and parking areas.
 - ii. The location of site entries, exits, and primary paths of travel shall be identified for vehicles traveling to, from and through the site.
 - iii. Site entry, exit points, and all temporary roads shall be stabilized with crushed rock, bitumen or similar stabilizing and dust-suppressing material.
 - iv. Tracking controls, such as rumble grids, wash stations or similar facilities, shall be installed to remove and collect mud and debris from vehicles leaving the site. Tracking controls shall be monitored regularly and replaced or maintained as necessary to ensure their effectiveness.
 - 1. Detailed descriptions of vehicle tracking pads and their locations shall be provided, and such facilities shall be installed and maintained to the specifications and satisfaction of the Building Official.
 - 2. At the discretion of the Building Official or as required pursuant to project approvals, designated vehicle and equipment wash-down areas may be required. If required, wash-down areas shall be located near the site exits and shall be designed to capture and treat water prior to discharge into the stormwater system.
 - 3. Wash-down areas exceeding two thousand (2,000) gallons per day shall use recycled water.
 - 4. Should the approved tracking-control methods prove to be inadequate during construction, the Town shall have the authority to require alternate methods, cease work until unacceptable conditions are corrected, take appropriate enforcement actions, impose fines and/or perform the necessary work at the permit holder's expense, pursuant to the enforcement provisions of Section 18-13 c).
 - v. Roadways shall be monitored continuously and cleaned on a regular basis to be kept free and clear of dirt and debris to the satisfaction of the Building Official.

m. Material Storage and Staging

- i. Material storage and staging shall be consolidated to the extent feasible within the project site.
- ii. Materials shall be stored in accordance with the project CMP, in an organized and orderly manner, and shall not encroach onto adjoining properties, public rights of way or public areas.
- iii. An adequate buffer or screening, as determined by the Building Official, shall be maintained between stored materials and adjacent properties and public areas.
- iv. Stored materials shall be adequately secured to prevent their dispersal across the site and migration into public areas.
- v. Piling of stored building materials more than twelve (12) feet high shall be prohibited.

n. Snow Storage and Removal

- i. On-site areas shall be designated for snow storage. Snow collected on construction sites is not permitted to be deposited on public roadways or rights-of-way.
- ii. If the site is constrained and snow storage is not practical, a detailed snow removal plan shall be submitted to the Town indicating methods of removal and final destination.

o. Construction Waste

- i. A waste management and recycling plan shall be required as outlined in the project CMP. Requirements include but are not limited to:
 1. Procedures for the collection and sorting of recyclable construction materials.
 2. Provision of containers for construction materials, and separate animal-resistant containers for food waste.
 3. The reuse of timber, glass and other materials.
 4. The recycling of asphalt, metal, bricks, tiles, masonry, concrete, plasterboard, plastic, batteries, cardboard, carpet and other materials.
 5. Procedures for removal of hazardous or dangerous materials from the site.
- ii. Removal of hazardous or dangerous materials from the site shall be in accordance with state and federal law. Coordination may be required through the Pitkin County Environmental Health Department.
- iii. Waste collection shall only occur during permitted work hours.
- iv. For outside bins, self-closing lids must be installed to ensure that waste does not become airborne.
- v. Litter and debris trapped against site fencing shall be monitored regularly and removed promptly.
- vi. Open burning on-site is prohibited.

p. Stormwater and Sediment Control

- i. A stormwater, erosion and sediment control plan shall be submitted for review and approval by the Building Official or Town Engineer. The stormwater, erosion and sediment control plan shall demonstrate that:
 1. Stormwater runoff will be prevented from entering adjoining properties or into the public sewer system.
 2. Drainage of the site to the legal point of discharge will be maintained throughout construction.
 3. Stormwater will be captured and filtered at sediment control points before entering the legal point of discharge.
 4. Site water retention will not cause structural damage to excavations or retaining walls.
- ii. Construction-caused water discoloration shall not be permitted in Brush Creek or other waterways within the Town. Natural rainwater runoff shall be controlled to prevent sediment migration into Town waterways and stormwater systems.
 1. Upslope water shall be diverted to prevent it from traveling through the construction site.
 2. Natural falls shall be identified, and sediment traps or filters shall be located at all runoff points. Sediment controls shall be monitored regularly and replaced or maintained as necessary to ensure their effectiveness.
 3. Sediment traps or filters shall be placed around any drain affected by construction works. Sediment controls shall be inspected on a weekly basis or after any significant storm event, whichever occurs first, and shall be maintained or replaced as necessary to ensure their effectiveness.
 4. Grated drains shall be provided at stormwater exit points to prevent uncontrolled debris flow runoff.
- iii. Proposed silt fencing and erosion control shall be plainly detailed. Details shall include location, installation methods, type of materials used and maintenance methods over the course of the project.
- iv. Proposed storage locations for loose materials, such as soil, sand and gravel, shall be identified, and precautions to prevent displacement shall be implemented. Sediment controls may be required for fine material storage.
- v. Water collected at the bottom of excavation sites shall be pumped out in a timely manner. If the water contains sedimentation at less than one hundred fifty (150) mg/gallon of total suspended solids, it may be filtered and pumped to the legal point of discharge.
 1. Polluted water shall not be permitted to enter the stormwater system and may be pumped to the sewer system with appropriate approvals from the Snowmass Water and Sanitation District.

2. At the discretion of the Town's Public Works Director, or their designee, a liquid waste company may be required to collect contaminated water for disposal at a licensed treatment facility.
- vi. Waste materials, including liquid wastes, such as paint, concrete slurries and chemicals, shall not be discharged into the public stormwater system. Facilities shall be provided to enable equipment cleaning without any discharge of by-product into the stormwater system.
- vii. Wherever possible, natural vegetation should be retained to absorb surface water flows. In disturbed areas, revegetation should occur as soon as possible after completion of the work.
- viii. For construction sites that disturb one (1) acre or greater, a state stormwater construction permit or waiver shall be submitted to the Building Official for reference and enforcement.
- q. Wetlands
 - i. All work proposed in a designated wetlands area shall obtain the proper State and Federal Permits prior to commencement.
 - ii. Where required, an approved permit issued pursuant to Section 404 of the Clean Water Act shall be submitted to the Building Official.
- r. Construction on Slopes Greater Than Thirty Percent (30%)
 - i. For construction approved to occur on slopes greater than thirty percent (30%), pursuant to the provisions of Subsection 16A-4-50(d) of this Code, a detailed and dimensioned topographic plan shall be submitted for review and approval by the Building Official prior to commencement of construction in these areas.
 - ii. Detailed plans shall be submitted to indicate the proposed methods and locations of slope stabilization, erosion control, delineation fencing, tree removal, adjacent property protection, staging, material removal and excavation for review and approval by the Town Engineer prior to commencement of construction in these areas.
 - iii. Plans submitted pursuant to this Subsection shall be stamped with the seal of a professional Geotechnical Engineer licensed in the State of Colorado.
- s. Air Quality Control and Dust Management
 - i. A fugitive dust control plan shall be provided to address methods by which dust migration will be kept to a minimum at the project site. Control options established by the Colorado Department of Public Health and Environment shall be implemented in all areas of disturbed earth, including temporary haul roads, material staging areas and open excavations.
 1. Provide detailed descriptions of the methods and frequency of application for on-site dust suppression (watering and/or chemical applications) and street cleaning (sweeping and

watering) that will be used to minimize fugitive dust arising from the project site and adjacent roadways.

2. Chemical applications for dust suppression should be used only as a last resort.
3. On-site dumping and storage of loose materials shall be kept to a minimum. If dumping and storage of loose material is unavoidable, methods for preventing dust migration and other airborne matter from impacting surrounding areas shall be described. Measures to ensure that these methods will remain effective during times when the site is unattended shall also be described.
4. Enhanced dust control measures shall be described to address the following conditions:
 - a. Any event of visible dust migration off the project site
 - b. Extreme weather and wind conditions
 - c. Work in areas of direct exposure or close proximity to the general public and surrounding buildings
 - d. Work in proximity to air intake vents on adjacent buildings. Dust intake by these vents must be prevented through the installation of filters or other approved measures.
- ii. If required pursuant to project approvals or at the discretion of the Building Official, the Community Development Director, the Public Works Director or their designee, an air quality monitoring plan shall be submitted for review and approval.
- iii. Any air quality-monitoring equipment required pursuant to an approved air quality monitoring plan shall be maintained in compliance with United States Environmental Protection Agency and state siting criteria.
- iv. Monitoring may be required to measure particulates important to public health and safety.
- v. Should the approved dust-control or air quality-monitoring methods prove to be inadequate during construction, as evidenced by the visible migration of dust from the project site or exceeding an established air quality threshold, the Town shall have the authority to require alternate methods, cease work until unacceptable conditions are corrected, take appropriate enforcement actions, impose fines and/or perform the necessary work at the permit holder's expense, pursuant to the enforcement provisions of Section 18-13 c).
- t. Site Grubbing, Tree Removal and Protection
 - i. Areas of site grubbing and tree removal shall be clearly shown.
 - ii. Erosion control methods for these activities shall require prior approval by the Town Engineer or their designee.

- iii. Prior approval by the Town's Public Works Director or Parks and Recreation Director shall be required for removal and replacement of trees located in the public right-of-way.
- iv. Upon request, a tree preservation plan, prepared by a certified or consulting arborist, shall be submitted for trees that are required to be protected on-site during construction for approval by the Community Development Director.
- u. Construction Interruption Landscape Plan
 - i. A construction interruption landscape plan may be required for each phase of construction at the discretion of the Community Development Director or their designee for phased projects or for projects with construction schedules exceeding two (2) years in duration. The plan shall describe plantings and screening that will be installed to minimize visual impacts in the event that a period of twelve (12) consecutive months occurs during which substantial construction activities cease.
 - ii. The Building Official or their designee may require the applicant to provide a performance bond, restoration bond or other form of security prior to permit issuance to ensure the implementation of a construction interruption landscape plan, in the event such implementation is required.
- v. Site Retaining Walls
 - i. All freestanding and attached site earth-retaining structures shall be clearly shown with specific dimensions. Walls or structures over four (4) feet in total height shall be designed by a professional engineer or architect licensed in the State and will require a building permit.
 - ii. The Community Development Director or their designee shall review the final design and height of any proposed retaining walls to ensure conformance with project approvals.
- w. Off-Site Debris and Excavated Material Disposal
 - i. All materials removed from the site and transported to another location shall be designated by type and final destination.
 - ii. All materials removed from the site shall be properly secured and covered prior to leaving the site.
- x. Wildlife Protection
 - i. Locations and specifications for construction site waste containers shall be clearly detailed. Plans shall demonstrate compliance with the wildlife protection provisions of Article VI of Chapter 7 of this Code.
- y. Roadway Impacts and Right-of-Way Work
 - i. Any work impacting a public right-of-way (as described in Section 11-62 of this Code), sidewalk or trail shall be subject to the provisions of Chapter 11 of this Code and shall be clearly identified in the construction management plan.

- ii. Permits required pursuant to Chapter 11 of this Code shall be obtained prior to commencing any work within a public right-of-way, sidewalk or trail. All work shall conform to the Town's most recently adopted right-of-way guidelines, as such guidelines may be amended.
 - iii. Safe vehicular, pedestrian and bicycle connections shall be maintained at all times throughout the Town. For any work requiring a complete or partial closure of a public right-of-way, sidewalk or trail, the Public Works Director, Building Official, or their designee may require that alternate connections be provided or that an approved detour plan be implemented, at the permit holder's expense.
 - 1. In addition to the notices required pursuant to Section 18-14, a detour plan and detailed work schedule shall be provided for review and approval by the Public Works Director or their designee at least fourteen (14) days prior to any complete or partial closure of a public right-of-way, sidewalk or trail.
 - 2. For emergency situations, and to account for any unforeseen circumstances, the Town Manager or their designee may approve work to occur with less than the required notifications stipulated by Section 18-14.
 - iv. Deliveries to and from a project site shall be designated by route and time of day. Deliveries shall not be permitted to cause traffic delays in excess of three (3) minutes, so as to avoid impeding the day-to-day and special event functions of the Town. To satisfy the requirements of this Paragraph, work outside of permitted work hours may be approved by the Town Manager, Building Official, or their designee.
- z. Traffic Management
- i. For projects impacting a public right-of-way (including sidewalks and trails) or Town roadway, a traffic management plan is required to be prepared by and coordinated through a Town-approved traffic control contractor. Applicants shall be required to execute a traffic control service fee agreement guaranteeing reimbursements for any traffic control and management plan preparation services contracted through the Town.
 - ii. The traffic management plan shall address the following:
 - 1. Location and extent of the proposed works
 - 2. Staging areas
 - 3. Schedule and duration of the proposed works
 - 4. Site security and site safety measures
 - 5. Emergency access provisions
 - 6. Impacts to fire protection facilities
 - 7. Impacts to public transportation providers
 - 8. Vehicle, bicycle and pedestrian circulation impacts
 - 9. Safety precautions
 - 10. Speed zones

11. Access points to the proposed work
 12. Special traffic control devices
 13. Provisions for special events and holiday periods
- iii. An amended traffic management plan may be submitted for review and approval by the Public Works Director or their designee if there is a demonstrable need arising from:
1. A change in traffic conditions
 2. A change in land use in the vicinity
 3. Amendments to the building design
 4. A change in construction methodology
 5. A change in contractor or developer of the site

aa. Traffic Control

- i. Other than for emergency responses, unanticipated road closures associated with construction activity shall not be permitted.
- ii. Traffic delays associated with traffic control and/or lane closures resulting from construction activities will be coordinated through one (1) or more Town-approved traffic control contractors throughout the Town and managed on primary roadways to a maximum of:
 1. Two (2) five-minute stops during the shoulder seasons; and
 2. No stops during peak seasons (winter and summer), special events or holidays, as such periods or days, are defined annually by Council resolution pursuant to Section 18-12.
 - a. For the purposes of determining the maximum number and duration of allowed traffic delays, *primary roadways* shall include the following: Brush Creek Road, Carriageway/ Snowmelt Road, Snowmass Club Circle, Daly Lane, Elbert Lane, Fall Lane, Owl Creek Road, Highline Road, Faraway Road from Brush Creek Road to the driveway of the Ridge Condominiums and Wood Road from Brush Creek Road to the Wood Run V main entrance.
- iii. In some instances, work requiring traffic delays and/or lane closures may be required or may serve as a benefit to the community to occur in excess of the limitations stipulated above, or pursuant to project approvals. In these cases, a written request shall be submitted for review and approval as a condition of project approval or by Council resolution at least twenty-one (21) days prior to the date of the proposed work. For emergency situations, and to account for other unforeseen circumstances, the Town Manager, Public Works Director or their designee may approve work to occur in excess of such limitations, at their discretion.
- iv. Contractors shall be required to communicate and abide by clearly defined timeframes regarding the duration of right-of-way impacts.

bb. Pre-Construction Meeting

- i. Prior to the commencement of work, a preconstruction meeting may be required. Required attendees for this meeting may include, but not be limited to:
 1. Owner or owner's representative
 2. Architect
 3. Superintendent
 4. Major Subcontractors
 5. Building Official or their designee
 6. Community Development Director or their designee for PUD projects

Section 18-14. Construction Management Plan Requirements

- a) A construction management plan shall be approved by the Building Official prior to issuance of a building or demolition permit. In addition to an approved construction management plan, permits for demolition, excavation, building, electrical, mechanical, plumbing, fire protection, public works and land use approvals may be required prior to commencement of construction activities.
- b) For on-mountain construction activities located within the United States Forest Service Permit Boundary for the Snowmass Ski Area, the ski area operator shall provide evidence of receiving all necessary approvals from the United States Forest Service, the Colorado Tram Board and any other applicable state and federal agencies. The operator's approved construction plan and project implementation plan shall be submitted to the Building Official, receipt of which shall exempt the operator from the submittal requirements described in Subsection c) below.
- c) For projects requiring construction management plan approval, the following documents shall be submitted to the Building Official (unless, due to the scope or unique nature of a particular application, the requirement therefore is expressly waived by the Building Official):
 - a. Survey/site plan. A professionally prepared survey/site plan shall include the following information and any other items that may be deemed necessary by the Town:
 - i. Property lines
 - ii. Limits of disturbance
 - iii. Easements
 - iv. Right-of-way encroachments
 - v. Utilities
 - vi. Location of waste disposal bins
 - vii. Worker parking areas
 - viii. Delivery locations
 - ix. Material storage and staging
 - x. Vehicle wash and tracking pads
 - xi. Erosion control
 - xii. Site fencing

- xiii. Portable toilets
- xiv. Snow storage areas
- xv. Retaining walls
- xvi. Designated Wetlands
- xvii. Building envelopes
- xviii. Existing and proposed topography
- xix. Foundation system layout
- xx. Site access and traffic management
- xxi. Wildlife protection provisions
- b. U.S. Army Corps of Engineers 404 permit (if required).
- c. Roaring Fork Fire Rescue Authority approval.
- d. Stormwater, erosion and sediment control plan.
- e. Colorado stormwater construction permit (if required).
- f. Noise mitigation plan (if required).
- g. Waste management and recycling plan.
- h. Fugitive dust control plan.
- i. Air quality monitoring plan (if required).
- j. Construction interruption landscape plan (if required).
- k. Notice to adjoining property owners (if required).
- l. Project information and signage plan.
- m. Project parking plan.
- n. Traffic control service fee agreement (if required).

Article IV – Existing Building Code

Section 18-15. Adoption

The International Existing Building Code, 2021 Edition, published by the International Code Council, Inc., 4051 W Flossmoor Road Country Club Hills, IL 60478, in particular, Chapters 1 through 15, inclusive, is hereby adopted by reference as the existing building code for the Town, with the following amendments:

- a) In Section **101.1, Title**, insert "Town of Snowmass Village."
- b) In Section **103.1, Creation of agency**, insert "Town of Snowmass Village Building Department"

Section 18-16. Copy of Building Code on File

One (1) copy of the International Existing Building Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.

Article V - Building Code

Section 18-17. Adoption

The International Building Code, 2021 Edition, published by the International Code Council, Inc., 4051 W Flossmoor Road Country Club Hills, IL 60478, and in particular, Chapters 1 through 35, as amended, and Appendix Chapters A, B, C, E, G, I, J and K inclusive, is hereby adopted as the building code for the Town.

Section 18-18. Amendments

- a) **101.1 Title.** is replaced as follows:
 - a. **101.1 Title.** These regulations shall be known as The Town of Snowmass Village Building Code, herein as “this Code”.
- b) **101.4.4 Property maintenance.** is deleted in its entirety.
- c) **102.6 Existing structures.** is replaced as follows:
 - a. **102.6 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *International Existing Building Code*, or the *International Fire Code*.
- d) **102.6 Existing structures.** is amended by the addition of the following paragraph:
 - a. For the purpose of this section, any remodeling of an existing building or structure which requires the replacement of an existing utility or installation of a new utility system, or part thereof, shall require that such utility installation be placed underground as is required for new buildings or structures.
- e) **102.6.2 Buildings previously occupied.** is replaced as follows:
 - a. **102.6.2 Buildings previously occupied.** The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *International Fire Code* or as is deemed necessary by the *Building Official* for the general safety and welfare of the occupants and the public.
- f) **103.1 Creation of enforcement agency.** is replaced as follows:
 - a. **103.1 Creation of enforcement agency.** The Snowmass Village Building Department is hereby created and the official in charge thereof shall be known as the *Building Official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.
- g) **105.3 Application for permit.** is amended by the addition of items 8, 9 and 10 as follows:
 - a. 8. Survey Information
 - i. Applications for new construction upon unimproved lots shall be accompanied by a recent land survey plat, legal description and topographic map prepared by a Colorado-licensed professional land surveyor and bearing the seal of the land surveyor, their signature, and the date the seal was applied. A digital version is required for submittal purposes unless the Building Official determines otherwise.

- ii. Applications for additions or alterations, which extend beyond the footprint of the existing improvements, shall be accompanied by an improvement survey plat and topographic map prepared by a Colorado-licensed professional land surveyor and bearing the seal of the land surveyor, their signature, and the date the seal was applied. A digital version is required for submittal purposes unless the Building Official determines otherwise.
 - iii. Any required land or improvement survey shall be prepared by a Professional Land Surveyor of Colorado.
 - iv. When topographic information is required, it shall include the building envelope and all other areas within five (5) feet of any driveway, structure, improvement or other area, which will be disturbed during construction. Topography at no greater than one-foot contour intervals will be required within the building footprint, with all other areas being no greater than two-foot contour intervals. A digital version is required unless the Building Official determines otherwise.
 - v. The requirements of this section may be waived, modified or amended at the sole discretion of the Building Official if it is felt that adequate information is on file or available to identify building height, location, setbacks, easements of record and other information necessary to properly administer applicable codes adopted by the Town; however, only surveys, geotechnical reports, or other information prepared within the five (5) years preceding the application may be accepted.
- b. 9. Flood Hazard Areas
- i. When construction is proposed in flood hazard areas, the permit application shall be accompanied by a development permit issued in accordance with the provisions of Article IX of the Snowmass Village Municipal Code.
- c. 10. Fire Access Compliance
- i. For SPA-1, SPA-2, MU, MF, NC and PUD zone districts, submissions shall indicate compliance with Section 503, Fire Apparatus Access Roads, of the International Fire Code, as amended.
- h) **105.5.1 Restoration of site.** is added, to read as follows:
- a. **105.5.1 Restoration of site.** When a permit expires, and no extension has been requested, the project shall be deemed abandoned by the Building Official. All below-grade excavations shall be filled and construction debris removed within thirty (30) days of expiration to bring the site to a condition comparable to that before the permit was issued, including elimination of any hazardous condition determined to exist by the Building Official.
- i) **105.8 Placement of construction documents.** is added, to read as follows:
- a. **105.8 Placement of construction documents.** The permit holder shall maintain upon the construction site the 'approved' stamped plans and construction documents checked by the Building Department. These plans

shall be protected from the elements, which may cause damage to them, and continually be accessible for reference by the contractors and inspectors.

j) **109.2 Schedule of permit fees.** is replaced as follows:

- a. **109.2 Building fee schedule.** Where a permit is required, a fee for each permit shall be paid as required, in accordance with the Town of Snowmass Village Building Fee Schedule. Plan review fee is 65% of the permit fee.

Building Fee Schedule

Permit Fees	
Building Valuation	Building Permit Fee
\$1-\$5,000	\$50.00
\$5,001-\$50,000	\$50.00 plus 2.5% of permit valuation over \$5,000
\$50,001-\$100,000	\$1,175 plus 2.3% of permit valuation over \$50,000
\$100,001-\$250,000	\$2,325 plus 1% of permit valuation over \$100,000
\$250,001-\$500,000	\$3,825 plus 0.9% of permit valuation over \$250,000
\$500,001-\$1,000,000	\$6,075 plus 0.8% permit valuation over \$500,000
\$1,000,001-\$2,500,000	\$10,075 plus 0.75% of permit valuation over \$1,000,000
\$2,500,001-\$5,000,000	\$21,325 plus 0.6% of permit valuation over \$2,500,000
Above \$5,000,000 Contact Community Development	\$36,325 plus 0.5% if permit valuation over \$5,000,000 plus 0.4% of permit valuation over \$10,000,000
Additional Building Fees	
Inspections outside normal business hours (minimum two hours)	\$125.00/hr
Re-inspection fees	\$125.00
Inspections for which no fee is specifically indicated	\$125.00/hr
Additional plan review required by changes, additions or other revisions to plans	\$125.00/hr
For use of outside consultants for plan review and inspection or both	Actual Cost
Copies of previously issued Certificates of Occupancy	\$50.00
Letter of Code Compliance	\$50.00

k) **109.3.1 Underestimated valuation.** is added, to read as follows:

Snowmass Village, Colorado, Municipal Code
Chapter 18 – Building Regulations

- a. **109.3.1 Underestimated valuation.** If, in the opinion of the Building Official, the valuation is underestimated on the application, the applicant shall provide the actual cost billed for the project.
- l) **109.5.1 Occupancy assessment.** is added, to read as follows:
 - a. **109.5.1 Occupancy assessment.** In addition to the other fees set forth in this section, an occupancy assessment shall be charged in accordance with the following schedule, which shall be assessed at building permit issuance.

<i>"Type of Structure</i>	<i>Assessment Rate per SF of Floor Area*</i>
Single-family & duplex to and including 4,000 SF	\$0.20
Single-family from 4,001 SF and larger	\$0.30
Multiple-family (excluding duplex) and public accommodations	\$0.75
Commercial (includes public accommodations)	\$0.85
Air-supported structures (i.e., tennis bubbles, swimming pool covers and other similar devices which are held in place by injected air pressure)	\$0.15

"* This assessment will be imposed for new construction and all floor area added to existing construction. The measurement of floor areas for the purpose of this section shall be the same as measuring floor area for floor area ratio as defined in Chapter 16A of the Snowmass Village Municipal Code."

- m) **[F] TABLE 509.1 INCIDENTAL USES** is amended by adding a row as follows:

Rooms in Group R occupancies containing a boiler or central heating plant	1 hour in accordance with Section 509.4.1.1
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- n) **509.4.1.1 Type IV-B and IV-C construction.** is amended by adding the text as follows:
 - a. **509.4.1.1 Boilers and furnaces in Group R occupancies.** Every room containing a boiler or central heating plant in Group R occupancies shall be separated from the rest of the building by not less than a one-hour fire barrier on both the vertical and horizontal assemblies. The required one-hour fire barrier may be limited to the installation of materials approved for one-hour fire-resistive construction on the room side, and a self-closing, tight-fitting, solid wood door one-and-three-eighths (1 ³/₈) inches in thickness will be permitted in lieu of a one-hour fire assembly. The Building Official on good cause shown may modify this requirement.
- o) **903.3.1.1.3 Sprinkler protection requirements for enclosed parking associated with Electric Vehicles (EV) charging stations.** is added, to read as follows:
 - a. Enclosed automobile parking structures that are new, remodeled, and/or retrofitted shall be designed per 2022 NFPA 13 with Extra Hazard Group II (EH2) with 0.4/2500SF design density. Enclosed spaces designed and wired for EV charging stations shall be designed to be equipped with fire

suppression or an alternative method approved by the Fire Code Official.
Enclosed parking shall be determined by the Fire Code Official.

- b. For the purpose of this amendment, a parking space associated with an EV charging station is a space within an enclosed parking garage that is provided with an EV charging port. A single charging station may provide EV charging capabilities for more than one parking space utilizing extension charging ports connected to the same charging station. Only the areas associated with EV charging port in an enclosed automobile parking structure are required to have EH2 design.
- p) **907.1 General.** is replaced as follows:
 - a. **907.1 General.** This section covers the application, installation, performance and maintenance of fire alarm systems and their components. [All alarm systems shall comply with Chapter 18 Article X of the Town Municipal Code]
- q) **907.2.8.1 Manual fire alarm system.** is replaced as follows:
 - a. **907.2.8.1 Manual fire alarm system.** Group R-1 occupancies shall be provided with an approved manual and automatic fire alarm system when two (2) or more stories in height or containing six (6) or more guest rooms. The system shall be monitored by the Building Official or Roaring Fork Fire Rescue Authority.
- r) **907.2.9 Group R-2.** is deleted and the following is added:
 - a. **907.2.9 Group R-2.** Group R-2 occupancies shall be provided with an approved manual and automatic fire alarm system when two (2) or more stories in height or containing six (6) or more guest rooms. The system shall be monitored by the Building Official or Roaring Fork Fire Rescue Authority.
- s) **907.2.11 Single- and multiple-station smoke alarms.** is replaced as follows:
 - a. **907.2.11 Single- and multiple-station smoke alarms.** *Listed* single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and NFPA 72 and the manufacturer's published instructions. All smoke detectors shall be photoelectric in nature. Ionized smoke detectors shall be deemed unacceptable.
- t) **915.1 General.** is replaced as follows:
 - a. **915.1 General.** Carbon monoxide detection shall be installed in new buildings in accordance with Sections 915.1.1 through 915.6 [and Chapter 18 Article X of the Town Municipal Code]. Carbon monoxide detection shall be installed in existing buildings in accordance with Chapter 11 of the *International Fire Code* [and Chapter 18 Article X of the Town Municipal Code].
- u) **915.4 Carbon monoxide alarms.** is replaced as follows:
 - a. **915.4 Carbon monoxide alarms.** Carbon monoxide alarms shall be installed in accordance with the manufacturer's installation instructions and shall comply with Sections 915.4.1 through 915.4.4.
- v) **1502.1 General.** is amended by adding a paragraph as follows:

- a. Roofs shall be designed so that they do not shed ice and snow onto potentially occupied areas such as a walkway, stairway, driveway, road, alley, public way, deck, patio, greenhouse, skylight, utilities, or other constructed areas where there is potential for personal injury or property damage. Snow stops or snow fences shall be provided where there is potential for snow and ice to shed on potentially occupiable areas.

w) **TABLE 1505.1 MINIMUM ROOF COVERING CLASSIFICATION FOR TYPES OF CONSTRUCTION** is amended as follows:

**TABLE 1505.1
MINIMUM ROOF COVERING
CLASSIFICATION FOR TYPES OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

- a. Footnotes a, b, and c are hereby deleted.
- x) **[BF] 1505.3 Class B roof assemblies.** is deleted in its entirety.
- y) **[BF] 1505.4 Class C roof assemblies.** is deleted in its entirety.
- z) **[BF] 1505.5 Nonclassified roofing.** is deleted in its entirety.
- aa) **[BF] 1505.6 Fire-retardant-treated wood shingles and shakes.** is deleted in its entirety.
- bb) **[BF] 1505.7 Special purpose roofs.** is deleted in its entirety.
- cc) **1507.8 Wood shingles.** and subsections are replaced as follows:
 - a. **1507.8 Wood shingles.** Wood shingles shall not be permitted.
 - b. **Exceptions:**
 - i. The occasional replacement of individual shingles that have become damaged or broken up to and including 100 square feet is permitted upon first receiving written approval from the Building Official.
- dd) **1507.9 Wood shakes.** and subsections are replaced as follows:
 - a. **1507.9 Wood shakes.** Wood shakes shall not be permitted.
 - b. **Exceptions:**
 - i. The occasional replacement of individual shingles that have become damaged or broken up to and including 100 square feet is permitted upon first receiving written approval from the Building Official.
- ee) **1511.2.4 Type of construction.** is replaced as follows:
 - a. **1511.2.4 Type of construction.** Penthouses shall be constructed of *building element* materials as required for the type of construction of the building. Penthouse *exterior walls* and roof construction shall have a *fire-resistance rating* as required for the type of construction of the building. Supporting construction of such *exterior walls* and roof construction shall have a *fire-resistance rating* not less than required for the *exterior wall* or roof supported.
- ff) **1608.2.1 Snow load for the Town of Snowmass Village.** is added, to read as follows:
 - a. **1608.2.1 Snow load for the Town of Snowmass Village.** Snow loads shall be calculated using the most current publication of Colorado Design Snow

Loads prepared by the Structural Engineer's Association of Colorado (SEAC) Snow Load Committee. For an elevation not specified by the SEAC snow load table, a minimum snow load of 125 psf shall be assumed.

gg) **1609.3 Basic design wind speed.** is replaced as follows:

- a. **1609.3 Basic design wind speed.** The minimum basic wind speed for any site within the limits of the Town shall be a minimum of seventy-six (76) miles per hour fastest mile or ninety (90) miles per hour three-second gust. Exposure Type B shall be used in these calculations.

hh) **1612.3 Establishment of flood hazard areas.** is amended by inserting the following:

- a. Town of Snowmass Village. Dated 1987.

ii) **1809.5 Frost protection.** Item 1 is replaced as follows:

- a. 1. Extending a minimum of forty-two (42) inches below finished grade measured to the bottom of the footing.

jj) **2111.1.1 Number of fireplaces.** is added, to read as follows:

- a. **2111.1.1 Maximum number of fireplaces or stoves.** The number of masonry or factory-built fireplaces or solid-fuel-burning stoves allowed is limited as follows:
 - i. 1. One (1) solid-fuel burner is permitted in each dwelling unit.
 - ii. 2. One (1) solid-fuel-burning appliance is permitted for each eight thousand (8,000) square feet of space available to the public in a hotel and inn, lodge, bar, lounge, restaurant and conference facility.
 - iii. 3. In any restaurant, bar or lounge not located within a hotel, inn or lodge, one (1) solid-fuel-burning appliance is permitted.

kk) **2111.1.2 Minimum requirements.** is added, to read as follows:

- a. **2111.1.2 Minimum requirements.** Masonry and factory-built fireplaces shall provide for the following before approval:
 - i. 1. All masonry and factory-built fireplaces shall be designed, constructed, tested and listed with glass or other non-combustible doors.
 - ii. 2. All fireplaces shall be designed, manufactured or constructed with an outside combustion air source.
 - iii. 3. All factory-built appliances shall be listed by a nationally recognized testing agency or listed in accordance with UL127.
 - iv. 4. Gas fireplace appliances, gas log sets and gas fireplace inserts shall be installed in accordance with the International Mechanical Code and the International Fuel Gas Code.

ll) **2701.1 Scope.** is deleted in its entirety.

mm) **2801.1 Scope.** is deleted in its entirety.

nn) **2901.1 Scope.** is deleted in its entirety.

oo) **3104.11 Uncovered pedestrian walkway.** is added, to read as follows:

- a. **3104.11 Uncovered pedestrian walkway.** Uncovered exterior pedestrian walkways essentially on grade for the purpose of facilitating pedestrian traffic

in other than Group R-3 occupancies shall be constructed and maintained to the following requirements:

- i. 1. Walking surfaces shall not have a slope greater than .25 unit vertical in 12 units horizontal (2%)
- ii. 2. Walking surface shall be roughened or of slip-resistant materials.
- iii. 3. Walking surfaces shall be contoured to provide drainage away from the walking surface.

Section 18-19. Copy of Building Code on File

One (1) copy of the International Building Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.

Article VI – Electrical Code

Section 18-20. Adoption

The Town Council has adopted, by reference thereto, the National Electrical Code, the 2026 edition, published by the National Fire Protection Association, Batterymarch Park, Massachusetts 02269, as adopted by the State of Colorado and subject to the amendments herein.

Section 18-21. Amendments

- a) **Schedule of fees.** The fees for all electrical work shall be as indicated in the following schedule:

Electrical Fees	
Initial fee for issuing permit	\$100.00
Fee for inspecting electrical systems within this jurisdiction	\$15.00 per thousand or fraction thereof of valuation
Inspections outside normal business hours	\$125.00
Re-inspection fee	\$75.00
Additional plan review required by changes, additions, or revisions to approved plans	\$75.00/hr

- b) **Arc Fault Installation.**

- a. The installation of arc fault breakers or devices may be waived by the Building Official as needed to eliminate nuisance tripping.

Section 18-22. Copy of Electrical Code on File.

One (1) copy of the National Electric Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.

Article VII – Mechanical Code

Section 18-23. Adoption

The International Mechanical Code, 2021 Edition, published by the International Code Council, Inc., 4051 Flossmore Road, Country Club Hills, IL 60478, in particular, Chapters 1 through 15, as amended, and Appendix Chapter A, is hereby adopted as the Mechanical Code of and for the Town.

Section 18-24. Amendments

- a) **101.1 Title.** is amended by inserting the following:
 - a. Town of Snowmass Village
- b) **103.1 Creation of agency.** is amended by inserting the following name:
 - a. Town of Snowmass Village Building Department
- c) **109.2 Schedule of fees.** is replaced as follows:

<i>Mechanical Permit Fees*</i>	
Initial fee for issuing permit	\$100.00
Fee for inspecting mechanical systems within this jurisdiction	\$15.00 per thousand or fraction thereof of valuation
Inspections outside normal business hours	\$125.00
Re-inspection fee	\$125.00
Additional plan review required by changes, additions or revisions to approved plans	\$125.00/hr

*Includes fees associated with IFGC installations.

- d) **109.6 Refunds.** is amended as follows:
 - a. **109.6 Refunds.** The Building Official is authorized to establish a refund policy.
- e) **113.4 Failure to comply.** is amended as follows:
 - a. **113.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work that person is directed to perform to remove a violation or unsafe condition, shall be subject to the revocation of their mechanical license by the authority having jurisdiction.
- f) **115.4 Violation penalties.** is amended as follows:
 - a. **115.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the *approved*

construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be punishable by a fine of not more than \$300 dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- g) **901.5 Non-vented appliances.** is added, to read as follows:
 - a. **901.5 Non-vented appliances.** Non-vented appliances are not allowed to be utilized indoors.
- h) **903.5 Vented gas log heaters.** is added, to read as follows:
 - a. **903.5 Vented gas log heaters.** All factory-built, vented decorative appliances shall comply with the provisions contained within this section.
 - i. **903.5.1 Appliances to be listed.** All gas logs and gas fireplace appliances shall be listed by a recognized testing agency.
 - ii. **903.5.2 Combustion air.** In all installations, adequate combustion air shall be provided as required by Chapter 7 of the International Mechanical Code.
 - iii. **903.5.3 Removal of damper.** In all cases, no damper may be placed within the gas flue. Retrofits of gas logs into existing fireplaces shall require that the damper be fully removed or maintained in a permanently open position, in a manner acceptable to the Building Official.
 - iv. **903.5.4 Doors.** Where glass doors are installed within a masonry fireplace or provided with a manufactured fireplace, outside combustion air shall be provided. If outside combustion air cannot be provided, adequate air volume from inside the room must be provided and the doors removed.
 - v. **903.5.5 Installation in existing masonry fireplace.** Installation of a gas log within an existing masonry fireplace shall require verification that the existing masonry or manufactured flue complies with the provisions of Chapter 9 of the International Mechanical Code and that the firebox is properly constructed and has been properly maintained.
 - vi. **903.5.6 Installation in existing manufactured fireplace.** Installation of a gas log within an existing manufactured fireplace shall require approval of the installation by the fireplace manufacturer. If the approval of the fireplace manufacturer cannot be obtained, due to cause beyond the control of the owner, approval of the installation must be obtained from a qualified person acceptable to the Building Official.

Section 18-25. Copy of Mechanical Code on File

One (1) copy of the International Mechanical Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.

Article VIII – Plumbing Code**Section 18-26. Adoption**

The International Plumbing Code, 2021 Edition, published by the International Code Council, Inc., 4051 Flossmore Road, Country Club Hills, IL 60478, in particular, Chapters 1 through 15, as amended and Appendix Chapters, C, E, and F, are hereby adopted as the Plumbing Code of and for the Town.

Section 18-27. Amendments

- a) **101.1 Title.** is amended by inserting the following:
 - a. Town of Snowmass Village
- b) **103.1 Creation of agency.** is amended by inserting the following name:
 - a. Town of Snowmass Village Building Department
- c) **109.2 Schedule of permit fees.** is replaced as follows:
 - a. **109.2 Schedule of permit fees.** The fees for all plumbing work shall be as indicated in the following schedule:

Plumbing Permit Fees	
Initial fee for issuing permit	\$100.00
Fee for inspecting plumbing systems within this jurisdiction	\$15.00 per thousand or fraction thereof of valuation
Inspections outside normal business hours	\$125.00
Re-inspection fee	\$125.00
Additional plan review required by changes, additions or revisions to approved plans	\$125.00/hr

- d) **113.4 Failure to comply.** is amended as follows:
 - a. **113.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work that person is directed to perform to remove a violation or unsafe condition, shall be subject to the revocation of their plumbing license by the authority having jurisdiction.
- e) **115.4 Violation penalties.** is amended as follows:
 - a. **115.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the *approved construction documents* or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be punishable by a fine of not more than \$300 dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- f) **305.4.1 Sewer depth.** is replaced as follows:

- a. **305.4.1 Sewer depth.** *Building sewers* that connect to a private sewage disposal system shall be not less than 42 inches (mm) below finished *grade* at the point of septic tank connection. *Building sewers* shall be not less than 42 inches (mm) below *grade*.
- g) **312.9 Shower liner test.** is deleted in its entirety.
- h) **608 PROTECTION OF POTABLE WATER SUPPLY**
 - a. The provisions of this section are subject to modification by the Snowmass Water and Sanitation District.
- i) **702.3.1 Vitrified clay pipe.** is added, to read as follows:
 - a. **702.3.1 Vitrified clay pipe.** Vitrified clay pipe is not allowed.
- j) **705.11 Vitrified clay.** is deleted in its entirety.
- k) **903.1.1 Roof extensions unprotected.** is replaced as follows:
 - a. **903.1.1 Roof extensions unprotected.** Open vent pipes that extend through a roof shall be terminated not less than 24 inches above the roof or any vertical surface or 6 inches above anticipated snow accumulation on roof or vertical surface; whichever is greater.
- l) **1003 INTERCEPTORS AND SEPARATORS**
 - a. The provisions of this section are subject to modification by the Snowmass Water and Sanitation District.

Section 18-28. Copy of Plumbing Code on File

One (1) copy of the International Plumbing Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.

Article IX – Fire Code

Section 18-29. Adoption

The Board of Directors of the Roaring Fork Fire Rescue Authority hereby adopts the certain Code known as the International Fire Code, 2021 edition, including Appendix Chapters B, C, D of such code as published by the International Code Council Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois, 60478-5795 save and except such portions as are hereinafter deleted, modified, or amended as set forth herein (hereinafter “International Fire Code”). The Board further determines that the remaining Appendix Chapters A-N shall be utilized by the District as reference and guidelines to the extent such appendices are applicable.

Section 18-30. Liability the of Fire Code Official

The Fire Code Official charged with the enforcement of the provisions of this Chapter, acting in good faith and without malice in the discharge of the duties required by this Chapter or other pertinent provisions of this Code, shall not thereby be rendered

personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the Fire Code Official or employee in the enforcement of any provision of this Chapter or other pertinent provisions of this Code implemented for the enforcement of this Chapter shall be defended by Roaring Fork Fire Rescue Authority until final termination of such proceedings, and any judgment resulting therefrom shall be satisfied by the Roaring Fork Fire Rescue Authority. The requirements of this Chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure or any damages to persons or property caused by defects, nor shall the Roaring Fork Fire Rescue Authority be held as assuming any such liability by reason of the inspections authorized by this Chapter or any permits or certificates issued.

Section 18-31. Amendments

- a) **101.1 Title.** is hereby amended to provide that “Roaring Fork Fire Rescue Authority” shall be the proper name of the jurisdiction.
- b) **102.7 Referenced codes and standards.** and **102.8 Subjects not regulated by this code.** is hereby amended by the addition of the following language:
 - a. The most current NFPA code cycle shall be utilized.
 - i. Exception: When the current cycle is less than a year from the previous cycle, the previous cycle may be used with the approval of the Fire Code Official.
- c) **103.2 Appointment.** is hereby amended to read as follows:
 - a. **103.2 Appointment.** The Fire Code Official shall be appointed by the Fire Chief, and the Fire Code Official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority. Unless the Fire Chief shall otherwise appoint an alternative Fire Code Official, the District Fire Marshal shall be deemed the designated Fire Code Official upon adoption of this Code.
- d) **104.6.3 Fire records.** The following sentence shall be added to the end of section:
 - a. Copies of all such records shall be forwarded to the Fire Code Official.
- e) **107.2 Schedule of permit fees.** A fee for each permit shall be paid as required, in accordance with the schedule established by the Roaring Fork Fire District Authority. This document is subject to being amended as needed.
- f) **111 MEANS OF APPEAL** is hereby amended to read:
 - a. **111 MEANS OF APPEAL** In order to hear and decide appeals of orders, decisions or determinations made by the Fire Chief and/or Fire Code Official relative to the application and interpretation of this code, there shall be and hereby is created a board of appeals consisting of the existing District Board of Directors. The Fire Chief and Building Official shall be ex officio members but shall have no vote on any matter before the Board. The Board shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Chief and/or Fire Code Official.

- g) **202 GENERAL DEFINITIONS** The definition of “guest” shall be added to section 202 as follows:
 - a. **GUEST.** Any person leasing or occupying a room or bed for living or sleeping purposes.
- h) **307.1.1 Prohibited open burning.** is hereby added to read as follows:
 - a. **307.1.1 Prohibited open burning.** Open burning shall be prohibited from May 31 to October 1 of each calendar year.
 - i. Exception: Open burning may be permitted or prohibited at any time when, in the opinion of the Fire Code Official, the atmospheric conditions are conducive for safe burning. Such modifications shall be made by the Fire Code Official in writing and posted in the District Fire Stations.
- i) **308 OPEN FLAMES** is hereby amended to add “indoor pyrotechnics are prohibited”.
- j) **503.1.1 Buildings and facilities.** is amended as follows: replace "150 feet" with "100 feet."
- k) **503.2.1 Dimensions.** is amended as follows: replace "20 feet" with "24 feet."
- l) **507.5.1 Where required.** is amended as follows:
 - a. Delete Exception 1 and Exception 2
- m) **507.5.5 Clear space around hydrants.** is relocated in its entirety to Section C102, Appendix C.
- n) **508.5.1.2 Location.** is relocated in its entirety to Section C103, Appendix C.
- o) **903.3.1.1.3 Sprinkler protection requirements for enclosed parking spaces associated with Electric Vehicles (EV) charging stations.** is added as follows:
 - a. Enclosed automobile parking structures that are new, remodeled, and/or retrofitted shall be designed per 2022 NFPA 13 with Extra Hazard Group II (EH2) with 0.4/2500SF design density. Enclosed spaces designed and wired for EV charging stations shall be designed to be equipped with fire suppression or an alternative method approved by the Fire Code Official. Enclosed parking shall be determined by the Fire Code Official.
 - b. For the purpose of this amendment– A parking space associated with an EV charging station is a space within an enclosed parking garage that is provided with an EV charging port. A single charging station may provide EV charging capabilities for more than one parking space utilizing extension charging ports connected to the same charging station. Only the areas associated with EV charging port in an enclosed automobile parking structure are required to have EH2 design.
- p) **903.3.1.3 NFPA 13D sprinkler systems.** The following is added to the end of the section:
 - a. NFPA 13D Current Edition, ONE- AND TWO-FAMILY DWELLINGS AND MANUFACTURED HOMES IS SPECIFICALLY AMENDED AS FOLLOWS:
 - i. **903.3.1.3.1 FDC.** A fire department connection (FDC) will be required on all sprinkler systems and located within 6 feet of the Knox Box or in an approved location by the jurisdiction having authority. A 2 ½ inch hose connection is required, or as indicated by Fire Code Official.

- ii. **903.3.1.3.2 Water supply sources.** Add the following: (6). Water supply systems that require a fire pump shall be provided with a fire department connection (FDC) in a location approved by the jurisdiction having authority.
- iii. **903.3.1.3.3 Number of design sprinklers.** Section 8.1.2 Number of Design Sprinklers is amended to read as follows: The number of design sprinklers shall include all sprinklers within a compartment, up to a maximum of two sprinklers, under a flat, smooth, horizontal ceiling. In occupancies with sloped, beamed, or pitched ceilings over 10' the system shall be calculated with three or more heads operating per manufactures specs and (note-appendix A.8.1.1.2.2, A.8.1.2, A.8.2.5 NFPA 13D) structures greater than 3,500 square feet shall be calculated with a minimum of three heads operating.
- iv. **903.3.1.3.4 Residential sprinklers.** Residential sprinklers shall be required to be installed in all residences and attached garages. Sprinklers are not required in open attached porches, carports, and similar structures. This requirement applies to all new construction, additions, or remodels as required by Roaring Fork Fire Rescue Authority and/or the Building Official.
- v. **903.3.1.3.5** Crawl spaces, attics, and/or storage with fuel burning appliances shall be protected with residential sprinklers and ceilings of 5/8" Type X drywall within a 3-foot arc of the perimeter of the appliance.
- q) **903.4.2 Alarms.** The following shall be added to the end of the section:
 - a. **903.4.2.1 Unmonitored residential systems.** Automatic sprinkler systems protecting R3 dwellings as classified by the International Building Code that are not monitored shall operate in the following manner:
 - i. 1. All water flow activations shall be capable of sounding an interior audible alarm notifying all occupants simultaneously.
 - ii. 2. All water flow activations shall be capable of activating an exterior audible/visual alarm. This alarm shall be located so as to be visible from the nearest street side fire department connection.
- r) **907.1.4 Fire alarm and detection.** is hereby added to read as follows:
 - a. All plans for fire alarm systems submitted for approval shall have affixed the signature of a person possessing NICET Level 3 or higher certification in fire alarm design. Alternatively, such signature may be provided by a fire alarm system designer possessing the equivalent of NICET Level 3 training, if all certificates and documentation of such training is presented and approved by the Fire Code Official. The aforementioned requirement shall require compliance within six (6) months following adoption of this Code.
- s) **907.1.4 Installation.** is hereby added to read as follows:
 - a. All fire alarm system installations shall be supervised by a person possessing NICET Level 2 or higher certification in fire alarm installation. Alternatively,

such supervision may be completed by a person possessing the equivalent of NICET Level 2 training, if all certificates and documentation of such training is presented and approved by the Fire Code Official. The aforementioned requirement shall require compliance within six (6) months following adoption of this Code.

- t) **907.2.1 Group A.** is hereby amended to read as follows:
 - a. **907.2.1 Group A.** A manual and automatic fire alarm system shall be installed in accordance with NFPA 72 in Group A occupancies having an occupant load of 100 or more. Portions of Group E occupancies used for assembly purposes shall be installed per the Group E occupancy requirements.
- u) **913.4 Locking valves open.** Valve supervision method 3, identified in Section 913.4 is hereby deleted.
- v) **5608.2.2 Use of pyrotechnics before a proximate audience.** is hereby to read as follows:
 - a. **5608.2.2 Use of pyrotechnics before a proximate audience.** The use of pyrotechnics before a proximate audience shall be prohibited.
- w) **Appendix D FIRE APPARATUS ACCESS ROADS** is amended as follows:
 - a. Replace “20 feet” with “24 feet”

Section 18-32. Wildfire Mitigation Submission Requirements

Wildfire Mitigation Plans shall be submitted for review by Roaring Fork Fire Rescue Authority District on all qualifying building permit and/or land use applications. These plans are subject to approval by the Fire Code Official as part of the site plans required for building permit and/or land use application. The plans shall be based on the Colorado State Forest Service guidelines for “The Home Ignition Zone” or Wildfire Resiliency Code; whichever is more strict. The approved Wildfire Mitigation Plan shall be implemented, inspected, and approved prior to the issuance of a Certificate of Occupancy or Certificate of Completion.

Section 18-33. Purpose

The International Fire Code, 2021 Edition, hereinabove adopted by reference is to govern the maintenance of buildings and premises; to safeguard life, health, property, and public welfare by regulating the storage, use, and handling of dangerous and hazardous materials, substances, and processes as well as regulating the maintenance of adequate egress facilities.

Section 18-34. Public Inspection

Three copies of the International Fire Code being considered for adoption by this ordinance, all certified to be true copies by the District Board, shall be on file with the Administrative Office and shall be open for public inspection in the office at the El Jebel

Fire Station No 42 located at 1089 JW Drive Carbondale, Colorado, or Station No 45 located at 5275 Owl Creek Road, Snowmass Village, Colorado, any weekday between the hours of 9 a.m. and 5 p.m., at least fifteen days preceding the public hearing on this ordinance.

Section 18-35. Repeal of Prior Resolutions

Existing resolutions or parts of resolutions covering the same matters as embraced in this resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this resolution are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any resolution hereby repealed prior to the taking effect of this resolution.

Section 18-36. Violation

Any person in violation of any of the provisions of the International Fire Code, 2021 Edition, as adopted and amended herein, or who fails to comply therewith, or who violates or fails to comply with any order made thereunder, and from which no appeal has successfully been taken, shall severally for each and every such violation and incident of non-compliance, respectively, be guilty of a misdemeanor and subject to all penalties set forth in §30-15-402, C.R.S., as amended, including but not limited to payment of a fine not to exceed \$1,000.00 per violation. In addition, any person in violation of any of the provisions of the International Fire Code, 2021 Edition, as adopted and amended herein, shall be subject to the terms and conditions outlined in Section 112 Violations of the International Fire Code, 2021 Edition. The imposition of one penalty upon any violation shall not excuse the violation or permit such violation to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified by the fire code official, each ten (10) days that any prohibited condition is maintained shall constitute a separate offense.

The Roaring Fork Fire Rescue Authority District shall be responsible for enforcement of the provisions of the International Fire Code, 2021 Edition, pursuant to the authority granted in §30-15-401.5, C.R.S., as amended. Such enforcement shall be limited to areas within the territorial jurisdiction of the Roaring Fork Fire Rescue Authority, and this resolution shall not serve to place enforcement responsibility upon the underlying county or municipality within which the area is located. All enforcement actions will be taken by the Town of Snowmass Village and Roaring Fork Fire Rescue Authority.

Article X – Emergency Alarms

Section 18-37. Definitions

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

- a) *Alarm* means a signal from an alarm system indicating that an emergency exists requiring an immediate response by police, fire or emergency medical personnel.
- b) *Alarm business* means the business by any person of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system in or on any building, structure or facility, or the business of monitoring such alarms.
- c) *Alarm system* means any burglar, holdup, police, fire or other emergency alarm or device arranged to signal activity requiring the immediate response of police, fire and/or medical personnel.
- d) *Alarm user* means the person in control of any building, structure or facility wherein an alarm system is maintained.
- e) *False alarm* means an alarm signal, either silent or audible, eliciting a response from police, fire or emergency medical personnel when the emergency for which it was designed does not exist.
- f) *Public accommodation complex* means a building or complex of buildings used as public accommodations for rental or lease of thirty (30) days or less and is two (2) or more stories in height or contains more than six (6) apartments, dwelling units or guest rooms.

Section 18-38. Alarm User Permit Required

- a) It shall be unlawful for any alarm user to operate an alarm system in the Town without a valid alarm user permit.
- b) An alarm user permit shall be obtained for each separate emergency alarm system from the Police Department prior to the use of the alarm system. These permits must be renewed annually, and a permit fee of thirty-five dollars (\$35.00) shall be paid to the Town before January 1 of each year. The permit year shall extend from January 1 to the following December 31. Permits not renewed by January 31 shall be considered delinquent and subject to a twenty-dollar late fee.
- c) The alarm user shall provide such information deemed necessary by the Police Department for the expeditious and safe response of emergency personnel and the timely and effective billing of false alarm service fees. This information shall include, but shall not be limited to, the following:
 - a. Name, address and telephone number of the alarm system user.
 - b. Name, address (physical and mailing) and telephone number of the person responsible for paying false alarm service fees.
 - c. Address and accurate directions to the alarm system location.
 - d. Purpose of alarm system.
 - e. Name of installing contractor.
 - f. Name and telephone number of two (2) or more responsible parties who would be available to access and secure the premises during any hour of the day or night in a timely manner if requested by the investigating officer.
 - g. Name and telephone number of alarm monitoring center.

- d) The alarm user holder shall immediately notify the Police Department in writing of any changes in the information on file with the Town regarding the alarm user permit.

Section 18-39. Alarm System Regulations

- a) No alarm system which transmits only an exterior audible signal to the general public shall be permitted within the Town, except residential smoke detectors.
- b) Every audible alarm system, except a general fire alarm, shall be equipped with a device which automatically deactivates the alarm system not more than fifteen (15) minutes after the alarm is activated.
- c) No alarm system shall be installed or used which emits a sound which is similar to that of an emergency vehicle siren or public warning system siren.
- d) Alarm systems shall be equipped with electrical surge protection that will prevent alarm activation due to electrical surges, as well as a rechargeable battery power supply to prevent alarm activation due to failure or interruption of the primary electrical power source.
- e) An alarm system equipped with an automatic dialer shall not be programmed to automatically dial the Police, Fire or Sheriff's Departments, Combined Communications Center or any other public agency unless given specific approval to do so by the Chief of Police.
- f) All residential alarm system users shall be required to display the house address number so that it is visible and discernable from the street at all times of the year.

Section 18-40. Instructions as to the Operation of Alarm Systems

It shall be the responsibility of the alarm user permit holder to instruct and reinstruct their agents, employees or occupants of rental properties in the proper use and operation of the alarm procedure in avoiding a false alarm charge. Fire alarm systems are not to be silenced or reset unless authorized to do so by the Fire Department.

Section 18-41. False Alarm Service Fees and Penalties

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

Residential and Commercial Facilities	
0 through 3 false alarms	no fee
4 through 7 false alarms	\$50 per alarm
Public Accommodation Complexes	
0 through 5 false alarms	no fee
6 through 9 false alarms	\$50 per alarm

- a. The eighth false alarm for a commercial or residential facility and the tenth false alarm for a public accommodation complex shall be deemed a failure

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

- b) No false alarm shall be counted under the provisions of this Section which occurs within thirty (30) days after the installation of the system
- c) All false alarm service fees shall be paid to the Town within fifteen (15) days from the date of billing by the Town. The Town shall notify the permittee of each false alarm in writing addressed to the permittee shown on the permit application.
- d) Fees paid to the Town pursuant to this Section shall be allocated to the cost of operation of the Police Department.

Section 18-42. Noncompliance Deemed Unlawful and a Public Nuisance

Any alarm system or device which does not comply with the provisions of this Article is unlawful and a public nuisance and shall be abated as such.

Section 18-43. Appeals

- a) The Town Manager is authorized to hear appeals from alarm users on the issue of whether the alarm system in question activated a false alarm, as determined by the investigating officer at the scene of such alarm.
- b) Upon receipt of any false alarm report from the Town, the alarm user shall have ten (10) days to request in writing a hearing.
- c) At the hearing, the user shall have the right to present evidence and testimony.
- d) The Town Manager shall make written findings available to the alarm user and Chief of Police within ten (10) days from the date the hearing is concluded.
- e) A false alarm penalty may be waived by the Town Manager prior to the appeal process if the alarm signal was caused by extraordinary circumstances, such as a telephone line problem, which were beyond the control of the alarm user.

Article XI – Flood Damage Prevention

Section 18-44. Findings

- a) The flood hazard areas of the Town are subject to periodic inundation which results in health and safety hazards, disruption of commerce and governmental services, public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- b) The flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

- c) Periodic mud and rockslides within the Town caused by the cumulative effect of weather and topography are certainly hazards for public health, safety and general welfare.

Section 18-45. Compliance

- a) No development or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this Article and other applicable regulations.
- b) This Article shall apply to all areas of special flood hazards within the jurisdiction of the Town.
- c) The new development of any building, temporary or permanent (including mobile homes), is prohibited in an area of special flood hazard. This provision is not subject to the variance process established in Section 18-49 below.

Section 18-46. Disclaimer of Liability

The degree of flood and slide protection required by this Article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This Article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Article shall not create liability on the part of the Town, any officer or employee thereof, or the Federal Emergency Management Agency, for any damages that result from reliance on this Article, or any administrative decision lawfully made thereunder.

Section 18-47. Definitions

Unless specifically defined below, words or phrases used in this exhibit shall be interpreted so as to give them the meaning they have in common usage and to give this exhibit its most reasonable application.

- a) *Area of special flood hazard* means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for the Town of Snowmass Village, Colorado," dated June 4, 1987, with an accompanying Flood Insurance Rate Map (FIRM), is hereby adopted by reference and declared to be a part of this Article. The Flood Insurance Study and FIRM are on file at the Town Planning Department.
- b) *Base flood* means the flood having a one-percent chance of being equaled or exceeded in any given year.

- c) *Building* means any structure, permanent or temporary (including manufactured homes) built or located for the shelter or enclosure of persons, animals, chattels or property of any kind.
- d) *Development* means any manmade change to improved or unimproved real estate, including but not limited to buildings, bridges, culverts or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.
- e) *Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from: (a) the overflow of inland or tidal waters, and/or (b) the unusual and rapid accumulation or runoff of surface waters from any source.
- f) *Flood Insurance Rate Map (FIRM)* means the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- g) *Flood Insurance Study* means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Boundary-Floodway Map and the water surface elevation of the base flood.
- h) *Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood elevation without cumulatively increasing the water surface elevation more than one (1) foot.
- i) *Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed wall of a structure.
- j) *Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable design requirements of this Article.
- k) *New construction* means structures for which the "start of construction" commences on or after the effective date of the ordinance codified herein.
- l) *Start of construction* includes substantial improvements, and means the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piers, the construction of columns or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

- m) *Substantial improvement* means any repair, reconstruction or improvement of a development, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either: (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, *substantial improvement* is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any project for the improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to ensure safe living conditions.

Section 18-48. Administration

- a) The Community Development Director is hereby appointed to administer and implement this Article by granting or denying development permit applications in accordance with its provisions.
- b) Duties of the Community Development Director shall include, but not be limited to:
- a. Permit review:
 - i. Review of all development permits to determine that the permit requirements of this Article have been satisfied.
 - ii. Review of all development permits to determine that all necessary permits have been obtained from federal, state or local governmental agencies, from which prior approval is required.
 - iii. Review of all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 18-50 are met.
 - b. Base flood data: The Community Development Director shall obtain, review and reasonably utilize base flood elevation data as described in Section 18-47 in order to administer Section 18-50, residential construction; and Section 18-50, nonresidential construction.
 - c. Information to be obtained and maintained by the Community Development Director shall include:
 - i. Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved development.
 - ii. For all new or substantially improved floodproofed development:
 - 1. Verify and record the actual elevation (in relation to mean sea level to which the development has been floodproofed); and
 - 2. Maintain the floodproofing certification required in Subsection e) iii. below.
 - iii. Maintain for public inspection all records pertaining to the provisions of this Article.
 - d. Alterations of watercourses:

- i. Notify adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
 - ii. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- e. A development permit shall be obtained before construction, or development begins within any area of special flood hazard established in Section 18-50. Application for a development permit shall be made on forms furnished by the Community Development Director and may include but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed development, fill, storage of materials and drainage facilities; and the location of the foregoing. Specifically, the following information is required:
 - i. Elevation in relation to mean sea level of the lowest floor (including basement) of all development;
 - ii. Elevation in relation to mean sea level to which any development has been floodproofed;
 - iii. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential development meet the floodproofing criteria in Section 18-50; and
 - iv. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

Section 18-49. Variance Procedure

- a) The Planning and Zoning Board shall hear and decide on requests for variances from the requirements of this Article.
- b) In passing upon an application for a variance, the Planning and Zoning Board shall consider all technical evaluations, all relevant factors, other standards specified in other sections of this Article and all the following:
 - a. The damage that materials may be swept onto other lands to the injury of others;
 - b. The danger to property due to flooding or erosion damage;
 - c. The susceptibility of the proposed development and its contents to flood damage and the effect of such damage on the individual owner;
 - d. The importance of the services provided by the proposed development to the community;
 - e. The necessity to the development of a waterfront location, where applicable;
 - f. The availability of alternative locations, for the proposed development which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed development with the existing and anticipated development;

- h. The relationship of the proposed development to the comprehensive plan and floodplain management program for that area;
 - i. The safety or access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - k. The estimated costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- c) The Planning and Zoning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Article.
- d) Conditions for variances
 - a. The variance will not increase flood levels during the base flood discharge;
 - b. The variance is the minimum necessary to afford relief, considering the flood hazard;
 - c. The applicant has made a showing of good and sufficient cause for granting a variance;
 - d. Failure to grant the variance would result in exceptional hardship to the applicant; and
 - e. The granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified above or conflict with existing local laws or ordinances.
- e) The Town Council shall hear and decide appeals when it is alleged there is an error in any decision or determination made by the Community Development Director in the enforcement or administration of this Article or the denial of a variance by the Planning and Zoning Board.
- f) The Community Development Director shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Emergency Management Agency.

Section 18-50. Provisions for Flood Hazard Reduction

- a) In all areas of special flood hazards the following standards are required:
 - a. Anchoring: All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement.
 - b. Construction materials and methods
 - i. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

- ii. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
 - iii. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - c. Utilities
 - i. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 - ii. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and
 - iii. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
 - d. Subdivision proposals
 - i. All subdivision proposals shall be consistent with the need to minimize flood damage;
 - ii. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - iii. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
 - iv. Base flood elevation data shall be provided for subdivision proposals and other proposed development in close proximity to a watercourse.
- b) In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 18-48, above, the following provisions are required:
 - a. Residential construction: Substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above base flood elevation.
 - b. Nonresidential construction: New construction and substantial improvement shall:
 - i. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to passage of water. A Colorado Licensed Professional Engineer or a State of Colorado Licensed Architect shall develop and/or review structural design, specifications, and plans for the construction and shall certify that the design methods of construction are in accordance with accepted standards of practice.
 - ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - iii. Be certified by a Colorado Licensed Professional Engineer or a State of Colorado Licensed Architect that the standards of this Subsection

are satisfied. Such certification shall be provided to the Community Development Director.

- c. Floodways. Located within areas of special flood hazard established in Section 18-47 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions apply:
 - i. Prohibit encroachments, including fill, new construction, substantial improvements and other development unless certification by a Colorado Licensed Professional Engineer or a State of Colorado Licensed Architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
 - ii. If Subsection c) i. above is satisfied, all new construction and substantial improvement shall comply with all applicable flood hazard reduction provisions of Section 18-50 above.

Article XII – Fuel Gas Code

Section 18-51. Adoption

The International Fuel Gas Code, 2021 Edition, published by the International Code Council, Inc., 4051 Flossmore Road, Country Club Hills, IL 60478 in particular, Chapters 1 through 7, as amended, and Appendix Chapters A, B, C and D, is hereby adopted as the Fuel Gas Code of and for the Town.

Section 18-52. Amendments

- a) **101.1 Title.** is amended by inserting the following:
 - a. Town of Snowmass Village
- b) **109.2 Fee schedule.** shall be as indicated in the following schedule:

<i>Fuel Gas/Mechanical Permit Fees*</i>	
Initial fee for issuing permit	\$100.00
Fee for inspecting mechanical systems within this jurisdiction	\$15.00 per thousand or fraction thereof of valuation
Inspections outside normal business hours	\$125.00
Re-inspection fee	\$125.00
Additional plan review required by changes, additions or revisions to approved plans	\$125.00/hr

- c) **501.8 Appliances not required to be vented.** is amended as follows:
 - a. 8. Room heaters *listed* for unvented use. is deleted.
- d) **621 Unvented room heaters.** is hereby deleted.
- e) **626 Gas-fired toilets.** is hereby deleted.

Section 18-53. Copy of Fuel Gas Code on File

One (1) copy of the International Fuel Gas Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.

Article XIII – Energy Conservation Code

Section 18-54. Adoption

The International Energy Conservation Code, 2021 Edition, published by the International Code Council, Inc., 4051 Flossmore Road, Country Club Hills, IL 60478, in particular, Chapters 1 through 6 of the Commercial provisions and Chapters 1 through 6 of the Residential provisions, inclusive, and Appendix Chapter RA of the Residential provisions, and the Colorado Model Electric Ready Solar Ready Code is hereby adopted as the Energy Conservation Code of and for the Town.

Section 18-55. Amendments

- a) **C101.1 Title.** is amended by inserting the following:
 - a. Town of Snowmass Village
- b) **R101.1 Title.** is amended by inserting the following:
 - a. Town of Snowmass Village

Section 18-56. Energy Code Compliance Pathway Documentation

- a) Residential Construction
 - a. This subsection shall apply to all new residential construction regulated by the International Residential Code, and R2, R3, and R4 occupancies that are three (3) stories or less. Compliance with this subsection will require the submission of one of the following:
 - i. Documentation demonstrating prescriptive compliance with the Town's adopted energy code.
 - ii. Submission of a REScheck demonstrating compliance with the Total UA Compliance Path.
 - iii. Simulated Energy Performance pathway, in which a proposed design simulation demonstrates passing energy compliance.
 - 1. It is at the discretion of the Building Official whether a Home Energy Rating System (HERS) or an IECC Energy Rating Index compliance approach may be used. If HERS or ERI (Energy Rating Index Score) are utilized, an ERI or HERS Score must be 53 or better.

- b. The aforementioned documentation shall be submitted at time of building permit submittal.
 - c. Code compliant energy pathway documentation shall be submitted prior to issuance of a Certificate of Occupancy or a Certificate of Completion based on the “as-built” conditions.
- b) Commercial Construction
- a. This Subsection shall apply to all new commercial construction regulated by the International Building Code. Compliance with this subsection will require the submission of documentation demonstrating prescriptive compliance with the adopted energy code or submission of a COMcheck demonstrating compliance by using the Component Performance Alternative pathway. If utilizing the Total Building Performance approach, a proposed design simulation demonstrating passing energy compliance shall be submitted at time of building permit submittal. If utilizing ASHRAE 90.1-2019 as the pathway of compliance, submission of documentation demonstrating with the chosen ASHRAE pathway shall be the same requirements as mentioned above for the IECC pathways.
 - b. Code compliant energy pathway documentation shall be submitted prior to issuance of a Certificate of Occupancy or a Certificate of Completion based on the “as-built” conditions.
- c) Colorado Model Electric Ready and Solar Ready Code
- a. Per Colorado House Bill 22-1232, documentation shall be submitted showing compliance with the most recent residential or commercial provisions of the State of Colorado Electric Ready and Solar Ready Code as published by the Colorado Energy Board.

Section 18-57. Exterior Energy Use

This subsection shall apply to exterior energy uses including, but not limited to, outdoor pools and spas, snowmelt systems and heated garages. Applicants shall have to pay a for one hundred percent (100%) of the project’s mitigation obligation (see TABLE 3).

- a) REOP Mitigation Obligation

TABLE 3
REOP MITIGATION OBLIGATION

<i>System Type</i>	<i>REOP Mitigation Factor</i>
Snowmelt	\$34.00/SF
Swimming Pool	\$136.00/SF
Spa	\$176.00/SF over 64sf
Heated Garage	\$8.00/SF

- a. Exemptions
- i. Single-family dwelling garage aprons are allowed an exemption of two hundred (200) square feet.

- ii. Single-family driveways exceeding eight-percent slope (specific case review).
- iii. Commercial multi-dwelling occupancies are allowed a snowmelt exemption of fifty (50) square feet per dwelling.
- iv. Commercial and residential spas not more than sixty-four (64) square feet in surface area.
- v. Preexisting systems. Preexisting snowmelt, pools or spas that are being altered or renovated qualify for exterior energy credit. This credit can only be applied for like-for-like replacements of pre-existing snowmelt, pools, spas, and/or heated garage(s) on the same parcel. The calculation of the credit shall be based on the applicant demonstrating to the Building Department that an existing system was legally established and installed. Credit for existing outdoor energy use shall be granted by the Building Department upon verification of an existing system.
- vi. Repairs. Repairs to building components, systems or equipment shall be subject to current Code provisions.
- vii. Appeals. An application for appeal of the Building Official's final decision shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted or the provisions of this code do not fully apply.

b) Installation Requirements

- a. All snowmelt is required to be equipped with adequate insulation under the piping system as determined by the Building Official. Examples of acceptable insulation are a roll-out product, rigid insulation, or spray foam. Alternative products must be approved by the Building Official prior to installation.

c) Energy Code Review Fee

- a. An Energy Code Review fee shall be based off the building valuation of the permit as seen in the table below.

Building Valuation	Energy Code Review Fee
\$1 - \$5000	\$100
\$5001 - \$50,000	\$200
\$50,001 – \$100,000	\$400
\$100,001 – \$250,000	\$500
\$250,001 – \$500,000	\$750
\$500,001 – \$1,000,000	\$1500
\$1,000,001 – \$2,500,000	\$2000
\$2,500,001 – \$5,000,000	\$4000
Above \$5,000,000	\$5000

d) Fee Collection

- a. Fees will be collected by the Building Department at the time of issuance of the master building permit.

- b. Change orders to the master building permit shall be subject to the energy review fees based on the valuation of the submitted change order. These fees will be collected by the Building Department at the time of issuance of the change order.
 - c. Collected fees shall be retained in a separate account classified as the Town of Snowmass Village Renewable Energy Offset Program, hereby known as REOP.
- e) Management and Appropriation of REOP Funds
 - a. Fees collected and retained in the REOP account are to be managed by the Town Manager or their designee, and such designee may be determined by resolution of the Town Council. Expenditures of REOP funds shall be used for the following purposes:
 - i. Planning, design and implementation of renewable energy generation projects.
 - ii. Purchase of renewable energy offsets (credits).
 - iii. Providing a community grant and/or rebate program for energy efficiency enhancements or renewable energy generation projects.
 - iv. Funding other resources and administrative costs associated with green building and environmental sustainability-oriented efforts.
 - b. Expenditures shall be consistent with the Renewable Energy Offset Program protocols, as such protocols shall be described and approved by resolution of the Town Council prior to the effective date of this Section.
- f) Effective Date and Applicability
 - a. This Section shall become effective on **June 1, 2011**, and shall apply to all building permit applications received after that date.
- g) Waivers
 - a. Applicants may submit written requests for waivers of any or all of the provisions of REOP to the Building Department for consideration on a case-by-case basis by the Town Council. All such waiver requests must be submitted and considered by the Town Council prior to application for a building permit. Such waivers may be granted by resolution of the Town Council upon findings made by the Town Council based on credible evidence presented by the applicant in the following categories:
 - i. Community benefit;
 - ii. Public safety need;
 - iii. Unique site considerations on the property that cause a demonstrable reduction in safety for users of the property; or
 - iv. Unique site considerations on the property that cause undue hardship to mitigate energy use on-site due to unfavorable solar access or adverse effects (i.e., glare, noise, smell or other nuisance) to adjacent property.
 - b. The Town Council shall consider the totality of the circumstances including the evidence presented pursuant to the categories above when making decisions regarding waivers.

Section 18-58. Copy of Energy Conservation Code on File

One (1) copy of the International Energy Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.

Article XIV – Residential Code

Section 18-59. Adoption

The International Residential Code, 2021 Edition, published by the International Code Council, Inc., 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, in particular, Chapters 1 through 44, inclusive, and Appendix Chapters AA, AB, AC, AD, AE, AF, AG, AH, AJ, AK, AM, AN, AP, is hereby adopted as the Residential Code of and for the Town.

Section 18-60. Amendments

- a) **R101.1 Title.** is amended by inserting the following:
 - a. Town of Snowmass Village
- b) **R102.7 Existing structures.** is replaced as follows:
 - a. **102.7 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *International Existing Building Code*, or the *International Fire Code*.
- c) **R301.2 Climactic and geographic design criteria.** is amended as follows:

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA												
GROUND SNOW LOAD ^o	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k	Special wind region ^l	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c				
Designed to most current SEAC Table*	V ^{min} = 76 mph (minimum) or 90 mph 3-second gust	No	Yes	No	B	Severe	42"	Slight to moderate	Yes	Per FEMA flood map	1000	40
MANUAL J DESIGN CRITERIA												
Elevation		Altitude correction factor ^e	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature		Outdoor winter design dry-bulb temperature		Heating temperature difference			
8209		0.75	54	30%	70°		-5°		75°			
Latitude		Daily range	Indoor summer design relative humidity	Summer design gains	Indoor summer design dry-bulb temperature		Outdoor summer design dry-bulb temperature		Cooling temperature difference			
39.213°N		H	50%	-33 to -53	75°		86°		11°			

* - For an elevation not specified by the SEAC table, a minimum snow load of 125psf shall be assumed.

- d) **R305.1.2 Habitable attics and basements in existing buildings.** is added as follows:
- a. **R305.1.2 Habitable attics and basements in existing buildings.** Where a habitable attic or habitable space in a basement is created in an existing building, ceiling height shall be not less than 6 feet 8 inches. Bathrooms, toilet rooms and laundry rooms shall have a ceiling height of not less than 6 feet 4 inches
 - b. Exceptions:
 - i. For rooms with sloped ceilings, the required floor area of the room shall have a ceiling height of not less than 5 feet (1524 mm) and not less than 50 percent of the required floor area shall have a ceiling height of not less than 6 feet 8 inches (2134 mm).
 - ii. At beams, girders, ducts or other obstructions, the ceiling height shall be not less than 6 feet 4 inches (1931 mm) from the finished floor.
- e) **R309.6 Electric vehicle charging systems.** is added as follows:
- a. **R309.6 Electric vehicle charging systems.** Where provided, electric vehicle charging systems shall be installed in accordance with NFPA 70 and NFPA 88A. Electric vehicle charging system equipment shall be listed and labeled in accordance with UL 2202. Electric vehicle supply equipment shall be listed and labeled in accordance with UL 2594.
- f) **R311.7.9 Stairways in existing buildings.** is added as follows:
- a. **R311.7.9 Stairways in existing buildings.** Alterations to existing stairs shall not be required to comply with the requirements of this code where the existing space and construction does not allow a reduction in pitch or slope.
- g) **R314 General.** is amended as follows:
- a. **R314 General.** Smoke alarms shall comply with NFPA 72 and Section R314. All smoke detectors shall be photoelectric in nature. Ionized smoke detectors shall be deemed unacceptable.
- h) **R320.1 Scope.** is amended by adding the following sentences:
- a. In addition to the requirements of this section, the provisions of the Colorado Revised Statute 9-5 shall be applicable.
- i) **R506.2.3 Vapor retarder.** is replaced as follows:
- a. **R506.2.3 Vapor retarder.** A minimum 6 mil (0.006 inch; 152 µm) polyethylene or *approved* vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist.
 - i. **Note:** Exceptions remain unchanged.
- j) **R901 General.** is amended by adding a paragraph as follows:
- a. Roofs shall be designed so that they do not shed ice and snow onto potentially occupied areas such as a walkway, stairway, driveway, road, alley, public way, deck, patio, greenhouse, skylight, utilities, or other constructed areas where there is potential for personal injury or property damage. Snow

stops or snow fences shall be provided where there is potential for snow and ice to shed on potentially occupiable areas.

- k) **R902.1 Roof covering materials.** is amended as follows:
 - a. **R902.1 Roof covering materials.** Class A roof coverings shall be installed. Roofs shall be covered with materials set forth in sections R904 and R905. Class A roof coverings shall be listed and tested in accordance with ASTM E108 or UL 790.
 - i. **Note:** Exceptions remain unchanged.
- l) **R902.2 Fire-retardant shingles and shakes.** is deleted in its entirety.
- m) **R905.7 Wood shingles.** and subsections are replaced as follows:
 - a. **R905.7 Wood shingles.** Wood shingles shall not be permitted.
 - b. **Exceptions:**
 - i. The occasional replacement of individual shingles that have become damaged or broken up to and including 100 square feet is permitted upon first receiving written approval from the Building Official.
- n) **R905.8 Wood shakes.** and subsections are replaced as follows:
 - a. **R905.8 Wood shakes.** Wood shakes shall not be permitted.
 - b. **Exceptions:**
 - i. The occasional replacement of individual shingles that have become damaged or broken up to and including 100 square feet is permitted upon first receiving written approval from the Building Official.
- o) **R1001.1 General.** is amended to read as follows:
 - b. **R1001.1 General.** Masonry fireplaces shall be constructed in accordance with this section and the applicable provisions of Chapters 3 and 4 of this code. Masonry fireplaces shall provide the following before approval:
 - i. 1. All masonry and factory-built fireplaces shall be designed, constructed, tested and listed with glass or other non-combustible doors.
 - ii. 2. All fireplaces shall be designed, manufactured or constructed with an outside combustion air source.
 - iii. 3. All factory-built appliances shall be listed by a nationally recognized testing agency or listed in accordance with UL127.
 - iv. 4. Gas fireplace appliances, gas log sets and gas fireplace inserts shall be installed in accordance with the International Mechanical Code and the International Fuel Gas Code.
- p) **R1001.1.1 Number of fireplaces.** is added, to read as follows:
 - a. One (1) solid-fuel burner is permitted in each dwelling unit.
- q) **R1004.1 General.** is amended to read as follows:
 - c. **R1004.1 General.** Factory-built fireplaces shall provide for the following before approval:
 - i. 1. All masonry and factory-built fireplaces shall be designed, constructed, tested and listed with glass or other non-combustible doors.

- ii. 2. All fireplaces shall be designed, manufactured or constructed with an outside combustion air source.
 - iii. 3. All factory-built appliances shall be listed by a nationally recognized testing agency or listed in accordance with UL127.
 - iv. 4. Gas fireplace appliances, gas log sets and gas fireplace inserts shall be installed in accordance with the International Mechanical Code and the International Fuel Gas Code.
- r) **G2445 (621) UNVENTED ROOM HEATERS.** is deleted in its entirety.
 - s) **P2503.6 Shower liner test.** is deleted in its entirety.
 - t) **P2603.5.1 Sewer depth.** is replaced in its entirety as follows:
 - a. **P2603.5.1 Sewer depth.** *Building sewers* that connect to a private sewage disposal system shall be not less than 42 inches (mm) below finished *grade* at the point of septic tank connection. *Building sewers* shall be not less than 42 inches (mm) below *grade*.
 - u) **P3103.1.1 Roof extension.** is amended as follows:
 - a. **P3103.1.1 Roof extension.** Open vent pipes that extend through a roof shall be terminated not less than 24 inches above the roof or any vertical surface of 6 inches above anticipated snow accumulation on roof or vertical surface; whichever is greater.
 - v) **E3401.5 Conflicts.** is added, to read as follows:
 - a. **E3401.5 Conflicts.** Whenever, for any reason, there is a conflict between this code and the National Electrical Code, the provisions of the National Electrical Code shall govern.

Section 18-61. Fire Suppression

Residential sprinklers shall be required to be installed in all residences and attached garages. Sprinklers are not required in open attached porches, carports, and similar structures. This requirement applies to all new construction, additions, or remodels as required by Roaring Fork Fire Rescue Authority and/or the Building Official. This requirement applies to all structures governed by the International Residential Code.

Section 18-62. Copy of Residential Code on File

One (1) copy of the International Residential Code as adopted herein will be filed in the Community Development Department and may be inspected during regular business hours.



Colorado Model Electric Ready and Solar Ready Code

Published: June 1, 2023



Chapter 1 Scope and Administration

SECTION 101 SCOPE AND GENERAL REQUIREMENTS.

101.1 Title. This code shall be known as the **Electric Ready and Solar Ready Code** of [NAME OF JURISDICTION], and shall be cited as such. It is referred to herein as “this code”.

101.2 Scope. This code applies to all buildings and dwelling units, and the buildings’ sites and associated systems and equipment.

101.3 Intent. This code shall regulate the design and construction of buildings to prepare new buildings for solar photovoltaic or solar thermal, electric vehicle charging infrastructure, and electrification of building systems. This code is intended to provide flexibility and balance upfront construction costs with the future cost to retrofit buildings to accommodate these systems. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

101.4. Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

101.4.1 Residential Buildings. *Residential buildings* must comply with the Residential Chapters of this code.

101.4.2 Commercial Buildings. *Commercial buildings* must comply with the Commercial Chapters of this code.

SECTION 102 WAIVER AND VARIANCE.

102.1 Scope. The following waivers shall be permitted to be requested if buildings meet the following requirements.

102.1.1 Commercial Buildings Greater than 10,000 sq. ft. *Commercial buildings* that have a gross floor area greater than 10,000 sq. ft. shall be eligible to

request a partial waiver to the requirements of this code if they meet the requirements of Section **102.2**.

102.1.2 Buildings Impacted by a Natural Disaster. [NAME OF JURISDICTION] is permitted to authorize, upon appeal in specific cases, a waiver from the requirements of this code where, owing to a declared natural disaster that has destroyed buildings or resulted in other exceptional and extraordinary circumstances as determined by [NAME OF JURISDICTION], and [NAME OF JURISDICTION] determines enforcement of the provisions of this code will result in unnecessary hardship.

102.2 Substantial Cost Differential Waiver. [NAME OF JURISDICTION] shall be permitted to authorize, upon appeal, a waiver from the requirements of this code for an applicant that asserts that compliance with this code will result in a substantial cost differential. [NAME OF JURISDICTION], when authorizing such a waiver, shall be permitted to waive certain requirements of this code only until the cost differential for compliance with the remaining requirements reaches one percent or less. The burden of proof is upon the applicant to provide substantiation of a cost differential, such as quotes or other licensed design professional analyses as *approved* by [NAME OF JURISDICTION].

102.2.1 Substantial Cost Differential. For the purposes of Section **102.2**, “substantial cost differential” means costs incurred as a result of compliance with the requirements of this code would exceed one percent of total mechanical, electrical, and plumbing construction costs inclusive of materials and labor.

SECTION 103 CONSTRUCTION DOCUMENTS.

103.1 General. Construction documents and other supporting data shall be submitted in one or more sets, or in a digital format where allowed by the *code official*, with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

103.2 Information on Construction Documents. Construction documents shall be drawn to scale on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems, and equipment as herein governed. Details shall include, but are not limited to, the following as applicable:

1. Location and size of the *solar-ready zone*.
2. Structural design loads of roof dead load and roof live load.
3. Pathways for routing of conduit from the *solar-ready zone* to the electrical service panel.
4. Number and location of *EV capable light spaces*.
5. Number and location of *EV capable spaces*.
6. Number and location of *EV ready spaces*.
7. Number and location of *EVSE installed spaces*.
8. Locations of conduit and termination points serving the aforementioned parking spaces.
9. Location for condensate drainage where *combustion equipment* for space heating and water heating is installed.

103.3 Examination of Documents. The *code official* shall examine or cause to be examined the accompanying documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. The *code official* is authorized to utilize a registered design professional, or other *approved* entity not affiliated with the building design or construction, in conducting the review of the plans and specifications for compliance with the code.

103.3.1 Approval of Construction Documents. When the *code official* issues a permit where construction documents are required, the construction

documents shall be endorsed in writing and stamped "Reviewed for Code Compliance". Such *approved* construction documents shall not be changed, modified, or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of "Reviewed for Code Compliance" construction documents shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work, and shall be open to inspection by the *code official* or a duly authorized representative.

103.3.2 Previous Approvals. This code shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within

180 days after the effective date of this code and has not been abandoned; except that the *code official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each.

103.3.3 Phased Approval. The *code official* shall have the authority to issue a permit for the construction of part of a solar ready, EV ready, or electric ready installation before the construction documents for the entire system have been submitted or *approved*, provided that adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire solar ready, EV ready, or electric ready installation will be granted.

103.4 Amended Construction Documents. Changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

103.5 Retention of Construction Documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

103.6 Building Documentation and Closeout Submittal Requirements. The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of the date of receipt of the certificate of occupancy.

Exception: *Residential buildings.*

103.6.1 Record Documents. Construction documents shall be updated to convey a record of the completed work. Such updates shall include mechanical, electrical, and control drawings that indicate all changes to size, type, and location of components, equipment, and assemblies.

103.6.2 Compliance Documentation. Compliance documentation and supporting calculations shall be delivered in one document to the building owner as a part of the project record documents or manuals, or as a standalone document. This document shall include the specific energy code edition utilized for compliance determination for each system.

SECTION 104 INSPECTIONS.

104.1 General. Construction or work for which a permit is required shall be subject to inspection by the *code official*, his or her designated agent or an *approved agency*, and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain visible and/or able to be accessed for inspection purposes. Neither the *code official* nor the jurisdiction shall be liable for expenses entailed in the removal or replacement of any material, product, system or building component required to allow an inspection to validate compliance with this code.

104.2 Required Inspections. The *code official*, his or her designated agent or an

approved agency, upon notification, shall make the inspections set forth in Sections **104.2.1** through **104.2.4**.

104.2.1 Solar Ready. Inspections shall verify all of the following as required by this code, *approved plans*, and specifications:

1. The location and size of the *solar-ready zone* or the capacity of an installed on-site renewable energy system.
2. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel that are properly labeled.

104.2.2 Electric Vehicle Ready. Inspections shall verify all of the following as required by this code, *approved plans*, and specifications:

1. EV power transfer infrastructure requirements.
2. Electrical equipment associated with each parking space type, including branch circuits, conduit and/or raceway, junction boxes, receptacles, and EVSE are properly labeled and installed.
3. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel are properly labeled, if applicable.

104.2.3 Electric Ready. Inspections shall verify all of the following as required by this code, *approved plans*, and specifications:

1. Branch circuits, conduit and/or raceway, wiring, junction boxes, and receptacles for *future electric equipment* or appliances are properly labeled and installed, as applicable.
2. Reserved physical space for *future electric equipment* or appliances.
3. Electrical capacity and reserved physical space for circuit breakers in the main electrical service panel are properly labeled.

104.2.4 Final Inspection. The final inspection shall include verification of the installation and proper labeling of all requirements of this code.

104.3 Reinspection. A building shall be reinspected where determined necessary by the *code official*.

104.4 Approved Inspection Agencies. The *code official* is authorized to accept

reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are *approved* as to qualifications and reliability relevant to the building components and systems that they are inspecting.

104.5 Inspection Requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

104.6 Reinspection and Testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

SECTION 105 NOTICE OF APPROVAL.

105.1 Approval. After the prescribed inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*.

105.2 Revocation. The *code official* is authorized to suspend or revoke, in writing, a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 106 VALIDITY.

106.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

SECTION 107 REFERENCED STANDARDS.

107.1 General. The codes and standards referenced in this code shall be listed in Section **107.2**, and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference.

107.2 Referenced Codes and Standards. The codes and standards referenced in this

code are as follows:

1. International Building Code
 - a. Chapter 3
 - b. Chapter 11
2. International Energy Conservation Code
3. International Fire Code
4. International Residential Code
5. National Electrical Code Article 625
6. UL2202 and 2594

107.2.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

107.2.2 Provisions in Referenced Codes and Standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

107.3 Applications of References. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

107.4 Other Laws. The provisions of this code shall not be deemed to nullify any provisions of local, state, or federal law.

SECTION 108 STOPWORK ORDER.

108.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

108.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent, or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

108.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

108.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by [NAME OF JURISDICTION].

SECTION 109 BOARD OF APPEALS.

109.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The *code official* shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

109.2 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have the authority to waive the requirements of this code.

109.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of [NAME OF JURISDICTION].

Chapter 2 Definitions

SECTION 201 GENERAL.

201.1 Scope. Unless stated otherwise, the following words and terms in this code shall have the meanings indicated in this chapter.

201.2 Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

201.3 Terms Defined in Other Codes. Terms that are not defined in this code but are defined in the International Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Energy Conservation Code, or International Residential Code shall have the meanings ascribed to them in those codes.

201.4 Terms not Defined. Terms not defined by this chapter or the codes listed under 201.3 shall have ordinarily accepted meanings such as the context implies.

SECTION 202 GENERAL DEFINITIONS.

APPROVED. Acceptable to the *code official*.

APPROVED AGENCY. An established and recognized agency that is regularly engaged in conducting tests or furnishing inspection services, or furnishing product certification, where such agency has been approved by the *code official*.

CODE OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative.

COMBUSTION EQUIPMENT. For this code, any equipment or appliance used for space heating, service water heating, cooking, clothes drying or lighting that uses *fuel gas* or *fuel oil*.

COMMERCIAL BUILDING. For this code, all commercial buildings and R-Occupancies that are covered by the International Building Code.

CORE AND SHELL. The first phase of a commercial project that has the outer building envelope constructed and may contain interior lighting and heating and has not received a permanent Certificate of Occupancy.

DIRECT CURRENT FAST CHARGER (DCFC) EVSE. Equipment capable of fast charging on a 100A or higher 480VAC three-phase branch circuit. AC power is converted into a controlled DC voltage and current within the *EVSE* that will then directly charge the

electric vehicle.

ELECTRIC VEHICLE (EV). An automotive-type vehicle for on-road use, including but not limited to, passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, and electric motorcycles, primarily powered by an electric motor that draws current from a building electrical service, *EVSE*, a rechargeable storage battery, a fuel cell, a photovoltaic array, or another source of electric current. Off-road, self-propelled electric mobile equipment, including but not limited to, industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, and boats are not considered electric vehicles.

ELECTRIC VEHICLE CAPABLE LIGHT SPACE (EV CAPABLE LIGHT SPACE). A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of *electric vehicle* charging installation, and has sufficient physical space adjacent to the existing electrical equipment for future electric upgrades.

ELECTRIC VEHICLE CAPABLE SPACE (EV CAPABLE SPACE). A designated vehicle parking space that has the electric panel capacity and conduit and/or raceway installed to support future implementation of *electric vehicle* charging.

ELECTRIC VEHICLE READY SPACE (EV READY SPACE). A designated vehicle parking space that has the electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of *electrical vehicle* charging.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). An *electric vehicle* charging system or device that is used to provide electricity to a plug-in *electric vehicle* or *plug-in hybrid electric vehicle*, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

ELECTRIC VEHICLE SUPPLY EQUIPMENT INSTALLED SPACE (EVSE INSTALLED SPACE). A vehicle parking space that is provided with a dedicated *EVSE* connection.

FIRST TENANT FINISH. The first tenant finish(es) in a new structure or *core and shell* building that is credited towards meeting the requirements of this Chapter.

FUEL GAS. A natural gas, manufactured gas, liquefied petroleum gas, or mixtures of these gasses.

FUEL OIL. Kerosene or any hydrocarbon oil having a flash point of not less than 100°F (38°C).

FUTURE ELECTRIC EQUIPMENT. Equipment or appliances necessary to support future all-electric space and water heating, cooking, or clothes drying.

PLUG-IN HYBRID ELECTRIC VEHICLE. An *electric vehicle* having a second source of motive power.

RESIDENTIAL BUILDING. For this code, one- and two-family dwellings and townhouses as defined in the International Residential Code.

SOLAR-READY ZONE. A section or sections of the roof or building overhang designated and reserved for future installation of a solar photovoltaic system or solar thermal system.

Chapter 3 Electric Ready

PART 1 RESIDENTIAL ELECTRIC READY

SECTION RE301 SCOPE

RE301.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION RE302 ADDITIONAL ELECTRIC INFRASTRUCTURE

RE302.1 Additional Electric Infrastructure. *Combustion equipment in residential buildings* must meet the requirements of Sections **RE302.2** through **RE302.6**.

Exceptions:

1. Interior fireplaces that do not serve as a primary source of heating.
2. Exterior fireplaces and firepits.

RE302.2 Combustion Equipment. *Combustion equipment* shall be provided with all of the following:

1. A dedicated, appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.
2. An electric receptacle or junction box that meets the requirements of Section **RE302.5**, and is connected to the electrical panel through the branch circuit. Each electrical receptacle or junction box shall have reasonable access to the *combustion equipment* or dedicated physical space for *future electric equipment* with no obstructions other than the current *combustion equipment*.
3. Where *combustion equipment* is used for space or water heating, dedicated physical space shall be provided for *future electric equipment*, including an electric resistance backup coil for ducted systems, if applicable.

Exception: Dwelling units with installed air conditioning systems are not required to provide additional dedicated physical space for an outdoor heat pump.

RE302.3 Electrical Panel Space. The electrical panel shall have a reserved space for a minimum two-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances.

RE302.4 Labeling. The junction box or receptacle and the dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled for their intended use.

RE302.5 Adjacency. The electrical receptacle or junction box must be provided within 3 feet of the *combustion equipment* or appliances, or within 3 feet of the dedicated physical space for *future electric equipment* or appliances.

Exception: For *combustion equipment* dedicated to space or water heating, the electrical receptacle or junction box shall be located not more than 6 feet from the *combustion equipment* or the dedicated physical space for *future*

electric equipment.

RE302.6 Condensate Drain. Where *combustion equipment* for space heating and water heating is installed, a location shall be provided for condensate drainage.

PART 2 COMMERCIAL ELECTRIC READY

SECTION CE301 SCOPE

CE301.1 General. These provisions shall be applicable for all new buildings, additions, and *first tenant finish* permits.

CE301.1.1 First Tenant Finishes. In the case that a *first tenant finish* to a commercial *core and shell* building or unfinished space is credited towards meeting the requirements of this Chapter, the *code official* shall not issue a Certificate of Occupancy to the tenant until the requirements of Section **CE302** are met.

SECTION CE302 ADDITIONAL ELECTRIC INFRASTRUCTURE

CE302.1 Additional Electric Infrastructure. *Combustion equipment* in commercial buildings shall meet the electric infrastructure requirements of Sections **CE302.2** or **CE302.3**.

Exceptions:

1. Interior fireplaces that do not serve as a primary source of heating.
2. Exterior fireplaces and fire pits.
3. Additions to buildings that do not provide new space-heating equipment will not be required to provide additional electrical infrastructure to the existing space-heating equipment.

CE302.2 Commercial Buildings Less than 10,000 sq. ft. and all R-Occupancies.

Commercial buildings that have a gross floor area of less than 10,000 sq. ft., and all R occupancies of any size, shall comply with Sections **CE302.2.1** through **CE302.2.5**.

CE302.2.1 Combustion Equipment. *Combustion equipment* shall be provided with all of the following:

1. A dedicated, appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.
2. An electric receptacle or junction box that meets the requirements of Section **CE302.2.5**, and is connected to the electrical panel through the branch circuit. Each electrical receptacle or junction box shall have reasonable access to the *combustion equipment* or dedicated physical space for *future electric equipment* with no obstructions other than the current *combustion equipment*.
3. Where *combustion equipment* is used for space or water heating, dedicated space shall be provided for all *future electric equipment*, including an electric resistance backup coil for ducted systems if applicable.

Exception: Buildings with installed air conditioning systems are not required to provide additional dedicated physical space for an outdoor heat pump.

CE302.2.2 Electrical Panel Space. The electrical panel shall have reserved physical space for a minimum two-pole or three-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances. The physical space in the electrical panel for each circuit breaker shall be sized with sufficient breaker capacity to meet the electrical demand of the *future electric equipment* or appliance that is sized to serve a comparable capacity to meet the heating load.

CE302.2.3 Labeling. The junction box or receptacle and the dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled for their intended use.

CE302.2.4 Adjacency. The electrical receptacle or junction box must be provided within 3 feet of the *combustion equipment* or appliances or within 3 feet of the dedicated physical space for *future electric equipment* or

appliances.

Exception: For *combustion equipment* dedicated to space or water heating, the electrical receptacle or junction box shall be located not more than 6 feet from the *combustion equipment* or the dedicated physical space for *future electric equipment*.

CE302.2.5 Condensate Drain. Where *combustion equipment* dedicated to space heating and water heating is installed, a location shall be provided for condensate drainage.

CE302.3 Commercial Buildings 10,000 sq. ft. or Greater. All *commercial buildings* that have a gross floor area of 10,000 sq. ft. or greater shall comply with the following requirements.

Exception: R-occupancies.

CE302.3.1 Combustion Equipment or Appliances. All *combustion equipment* shall be provided with the following:

1. A junction box that is located in the same physical space as the *combustion equipment* and is reasonably accessible, and that is connected to the electrical panel by continuous conduit and/or raceways.
2. Dedicated electrical panel space for an appropriately phased branch circuit sized to accommodate *future electric equipment* or appliances to serve a comparable capacity to meet the heating load.
3. Where *combustion equipment* is used for space and water heating, dedicated physical space shall be provided for all *future electric equipment*.

CE302.3.2 Electrical Panel Space. The electrical panel shall have reserved physical space for a minimum two-pole or three-pole circuit breaker for each branch circuit provided for *future electric equipment* or appliances. The physical space in the electrical panel for each circuit breaker shall be sized with sufficient breaker capacity to meet the electrical demand of the *future electric equipment* or appliance that is sized to serve a comparable capacity

to meet the heating load.

CE302.3.3 Labeling. The dedicated circuit breaker space serving *future electric equipment* or appliances in the electrical panel shall be labeled "For future electric equipment".

CE302.3.4 Physical Space. Dedicated physical space shall be provided for additional electric equipment, including but not limited to transformers and cabinets, necessary for electrical service to *future electric equipment* or appliances.

Chapter 4 Solar Ready

PART 1 RESIDENTIAL SOLAR READY.

SECTION RS401 SCOPE.

RS401.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

SECTION RS402 SOLAR READY ZONE.

RS402.1 General. New *residential buildings* with not less than 600 square feet of roof area oriented between 110 degrees and 270 degrees of true north or that is a low sloped roof, shall comply with Sections **RS402.2** through **RS402.8**.

Exceptions:

1. New residential dwelling units with a permanently installed on-site renewable energy system that provides electricity to the dwelling unit's electrical system.
2. A building where all areas of the roof that would otherwise meet the requirements of Section **RS402** are in full or partial shade for more than 70 percent of daylight hours annually.

RS402.2 Construction Document Requirements for Solar-Ready Zone. Construction documents shall indicate the *solar-ready zone*.

RS402.3 Solar-Ready Zone Areas. The total *solar-ready zone* area for each dwelling unit shall be not less than 300 square feet exclusive of mandatory access or setback areas as required by the International Fire Code. The *solar-ready zone* shall be composed of areas not less than 5 feet in width and not less than 80 square feet exclusive of access or setback areas as required by the International Fire Code.

Exception: New townhouses three stories or less in height above grade plane and with a total floor area less than or equal to 2,000 square feet of conditioned space per townhouse unit shall have a *solar-ready zone* area of not less than 150 square feet.

RS402.4 Obstructions. *Solar-ready zones* shall be free from obstructions, including but not limited to, vents, chimneys, and roof-mounted equipment.

RS402.5 Shading. The *solar-ready zone* shall be set back from any existing or new permanently affixed object on the building or site that is located south, east, or west of the *solar-ready zone* a distance not less than two times the object's height above the nearest point on the roof surface. Such objects include, but are not limited to, taller portions of the building itself, parapets, chimneys, antennas, signage, rooftop equipment, trees, and roof plantings either existing at the time of permit application or planned for on the construction documents.

RS402.6 Roof Load Documentation. The structural design loads of roof dead load and roof live load shall be clearly indicated on the construction documents.

RS402.7 Interconnection Pathway. Construction documents shall indicate at least one potential pathway for routing of conduit and/or raceway from the *solar-ready zone* to the electrical service panel and shall be labeled as "Potential Pathway" on the construction documents.

RS402.8 Electrical Service Reserved Space. The main electrical service panel shall have sufficient reserved space to allow the installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

RS402.9 Construction Documentation Certificate. A permanent certificate, indicating the *solar-ready zone* and other requirements of this Part, shall be posted near the electrical distribution panel, water heater, or other conspicuous location.

PART 2 COMMERCIAL SOLAR READY

SECTION CS401 SCOPE

CS401.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

SECTION CS402 SOLAR-READY ZONE

CS402.1 General. A *solar-ready zone* shall be located on the roof of all new *commercial buildings* that are oriented between 110 and 270 degrees of true north or have low-sloped roofs. *Solar-ready zones* shall comply with Sections **CS402.2** through **CS402.7**.

Exceptions:

1. A building with a permanently-installed, on-site renewable energy system that meets the following criteria.
 - a. The system produces the energy output equivalent to covering 40 percent of the net roof area with solar photovoltaic calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas, and mandatory access or set back areas as required by the International Fire Code.
 - b. The system is located on the roof or overhang of the building or on the roof or overhang of another structure located within 250 feet of the building, on the building premises, on covered parking, or another *approved* location installed with the building project and under the same property ownership.
2. A building with a *solar-ready zone* that is shaded for more than 70 percent of daylight hours annually.
3. A building where a licensed design professional certifies that the incident

solar radiation available to the building is not suitable for a *solar-ready zone*.

4. A building where a licensed design professional certifies that the *solar ready zone* area required by Section **CS402.3** cannot be met because of extensive rooftop equipment, skylights, vegetative roof areas, or other obstructions.

CS402.2 Construction Document Requirements for a Solar-Ready Zone.

Construction documents shall indicate the *solar-ready zone*.

CS402.3 Solar-Ready Zone Area. The total *solar-ready zone* area shall not be less than 40 percent of the roof area calculated as the horizontally projected gross roof area less the area covered by skylights, occupied roof decks, vegetative roof areas, and mandatory access or set back areas as required by the International Fire Code. The *solar-ready zone* shall be a single area or smaller, separated sub-zone areas. Each sub-zone area shall be not less than 5 feet in width in the narrowest dimension.

The *solar-ready zone* shall be located on the roof or overhang of the building or on the roof or overhang of another structure located within 250 feet of the building, on the building premises, on covered parking, or another *approved* location installed with the building project and under the same property ownership.

CS402.4 Obstructions. *Solar-ready zones* shall be free from obstructions, including pipes, vents, ducts, HVAC equipment, skylights, and roof-mounted equipment.

CS402.5 Roof Loads and Documentation. The structural design loads for roof dead load and roof live load shall be indicated on the construction documents.

CS402.6 Interconnection Pathway. Construction documents shall indicate at least one potential pathway for routing of conduit and/or raceway from the *solar-ready zone* to an electrical service panel and shall be labeled as "Potential Pathway" on the construction documents.

CS402.7 Electrical Service Reserved Space. The main electrical service panel shall have a minimum bus bar rating of not less than 200 amps. The main electrical service panel shall have a reserved space to allow installation of a dual-pole circuit breaker for future solar electric. This space shall be labeled "For Future Solar Electric."

The reserved space shall be positioned at the end of the panel that is opposite from the panel supply conductor connection.

PART 3 RESIDENTIAL SOLAR PANEL CAPACITY

SECTION RS410 SCOPE

RS410.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

RS410.2 Electric Service Reserved Space. The main electrical service panel shall have sufficient reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

Exception: A dwelling unit that already must comply with the solar ready provisions in Chapter 4 or that has a permanently installed on-site renewable energy system that provides electricity to the dwelling unit's electrical system.

PART 4 COMMERCIAL SOLAR PANEL CAPACITY

SECTION CS410 SCOPE

CS410.1 General. These provisions shall be applicable for new buildings, and major renovations and additions.

CS410.2 Electric Service Reserved Space. The main electrical service panel shall have a minimum bus bar rating of not less than 200 amps. The main electrical service panel shall have sufficient reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled "For Future Solar Electric." The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

Exception: A building that already must comply with the solar ready provisions in Chapter 4 or that has a permanently installed on-site renewable energy system that provides electricity to the building's electrical system.

Chapter 5 Electric Vehicle Ready

PART 1 RESIDENTIAL ELECTRIC VEHICLE READY

SECTION RV501 SCOPE

RV501.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION RV502 ELECTRIC VEHICLE POWER TRANSFER INFRASTRUCTURE

RV502 Electric Vehicle Power Transfer Infrastructure. New vehicle parking spaces for *residential buildings* shall be provided in accordance with Sections **RV502.1** and **RV502.3**.

RV502.1 One- and Two-family Dwellings and Townhouses. Each dwelling unit with a dedicated attached or detached garage or other onsite designated parking provided for the dwelling unit shall be provided with one *EV ready space* per dwelling unit.

RV502.2 EV Ready Spaces. Each *EV ready space* shall have a branch circuit that complies with all of the following:

1. Terminates at a receptacle, located within 3 feet of each *EV ready space* it serves. *EV ready* includes two adjacent parking spaces if the receptacle for the electrical facilities of this section is installed adjacent to and between both parking spaces.
2. Has a minimum circuit capacity of 8.3 kVA (40A 208/240V).
3. The electrical panel, electrical distribution equipment directory, and all outlets or enclosures shall be marked "For future electric vehicle supply equipment".

Exception: A receptacle need not be provided if a hard-wired *EVSE* is installed.

RV502.3 Identification. Construction documents shall designate the *EV ready space* and indicate the locations of raceway and/or conduit and the termination points serving them. The circuits or spaces reserved in the electrical panel for *EV ready spaces* shall be clearly identified in the panel or subpanel directory.

PART 2 COMMERCIAL ELECTRIC VEHICLE READY

SECTION CV501 SCOPE

CV501.1 General. These provisions shall be applicable for all new buildings, and major renovations and additions.

SECTION CV502 ELECTRIC VEHICLE POWER TRANSFER INFRASTRUCTURE

CV502 Electric Vehicle Power Transfer Infrastructure. Where new parking is provided for *commercial buildings*, it shall be provided with *electric vehicle* power transfer infrastructure in compliance with Sections **CV502.1** through **CV502.9**.

CV502.1 Quantity. The number of required *EVSE installed spaces*, *EV ready spaces*, *EV capable spaces*, and *EV capable light spaces* shall be determined in accordance with this Section and **Table CV502.1** based on the total number of provided vehicle parking spaces and shall be rounded up to the nearest whole number. This includes all covered parking under carports or detached garages.

CV502.1.1 Where more than one parking lot is provided on a building site, the number of provided vehicle parking spaces required to have *EV* power transfer infrastructure shall be calculated separately for each parking lot.

CV502.1.1.1 R-2 Occupancies, as defined in Chapter 3 of the International Building Code, shall use the total parking requirement for the entire development to determine the *EV* power transfer infrastructure requirements using **Table CV502.1**.

CV502.1.2 For *commercial buildings* that install a *DCFC EVSE*, each *DCFC EVSE* installed shall be permitted to be substituted for other space types as follows:

1. *Commercial buildings* other than R-2 Occupancies shall be permitted to substitute up to 10 spaces when the building provides a minimum of 20 percent of parking spaces as a combination of *EV Capable*, *EV ready*, or *EVSE installed spaces*.
2. R-2 Occupancies shall be permitted to substitute up to 5 spaces when the building provides a minimum of 60 percent of parking spaces as a

combination of *EV Capable light*, *EV Capable*, *EV ready*, or *EVSE installed spaces*.

CV502.1.3 *EVSE installed spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV ready spaces*, *EV capable spaces*, and *EV capable light spaces*.

CV502.1.4 *EV ready spaces* that exceed the minimum requirements of this section are permitted to be used to meet minimum requirements for *EV capable spaces* and *EV capable light spaces*.

CV502.1.5 *EV capable spaces* that exceed the minimum requirements of this section are permitted to be used to meet the minimum requirements for *EV capable light spaces*.

CV502.1.6 All attached garages with direct connection to a dwelling unit will be required to have one *EV ready space*.

Table CV502.1: EV Power Transfer Infrastructure Requirements

Building Type / Space Type	<i>EVSE Installed Space</i>	<i>EV Ready Space</i>	<i>EV Capable Space</i>	<i>EV Capable Light Space</i>
All commercial buildings, except for R-2 occupancies, with 10 or less parking spaces.	0	2 spaces	0	0
Commercial buildings, except for R-2 occupancies, with greater than 10 parking spaces.	2% of spaces	8% of spaces	10% of spaces	10% of spaces

R-2 occupancies with 10 or less parking spaces	0	15% of spaces	10% of spaces	10% of spaces
R-2 occupancies with greater than 10 parking spaces.	5% of spaces	15% of spaces	10% of spaces	30% of spaces

CV502.2 EV Capable Light Spaces. Each *EV capable light space* shall comply with all of the following:

1. A continuous raceway and/or conduit shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the *EV capable light space* and shall be capped. *EV capable light* includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.
2. Installed raceway and/or conduit shall be sized and rated to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
3. Dedicated physical space to accommodate all equipment necessary for electrical service to future *EVSE*.
4. The routing of the raceway and/or conduit must be noted on the construction documents and the raceway shall be permanently and visibly marked "EV CAPABLE" at the load center and termination point locations.

CV502.3 EV Capable Spaces. Each *EV capable space* shall comply with all of the following:

1. A continuous raceway and/or conduit shall be installed between a suitable electrical panel or other electrical distribution equipment and terminate within 3 feet of the *EV capable space* and shall be capped. *EV capable* includes two adjacent parking spaces if the raceway and/or conduit terminates adjacent to and between both parking spaces.

2. The installed raceway and/or conduit shall be sized and rated to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
3. The electrical panel or other electrical distribution equipment to which the raceway and/or conduit connects shall have sufficient dedicated space and spare electrical capacity to supply a minimum of 208 volts and a minimum of 40-ampere rated circuits.
4. The termination point of the conduit and/or raceway and the electrical distribution equipment directory shall be marked: "For future electric vehicle supply equipment (EVSE)."
5. Reserved capacity shall be no less than 8.3 kVA (40A 208/240V) for each *EV capable space*.

CV502.4 EV Ready Spaces. Each *EV ready space* shall have a branch circuit that complies with all of the following:

1. Terminates at a receptacle or junction box located within 3 feet of each *EV ready space* it serves. *EV ready* includes two adjacent parking spaces if the receptacle is installed adjacent to and between both parking spaces.
2. Has a minimum circuit capacity of 8.3 kVA (40A 208/240V).
3. The electrical panel, electrical distribution equipment directory, and all outlets or enclosures shall be marked "For future electric vehicle supply equipment (EVSE)."

CV502.5 Electric Vehicle Supply Equipment (EVSE). All *EVSE* shall meet all of the following requirements:

1. The installed *EVSE* shall meet one of the following requirements:
 - a. A power capacity of at least 6.2 kVA (or 30A at 208/240V) and has the ability to connect to the internet.
 - b. An inductive charging system for battery-powered *electric vehicles* that:
 - i. Is ENERGY STAR certified; and
 - ii. Has the ability to connect to the internet.
2. An *electric vehicle* charging system shall be wall-mounted or pedestal style and may provide multiple cords to connect with *electric vehicles*.
3. An *electric vehicle* charging system shall be listed and labeled for *EV* charging

and must comply with the current version of Article 625 of the National Electrical Code.

CV502.6 EVSE Installed Spaces. An installed *EVSE* with multiple output connections shall be permitted to serve multiple *EVSE installed spaces*. Each *EVSE* installed serving either a single *EVSE installed space* or multiple *EVSE installed spaces*, shall comply with all of the following:

1. Have a minimum charging rate in accordance with Section **CV502.7**.
2. Be located within 3 feet of each *EVSE installed space* it serves.
3. Be installed in accordance with Section **CV502.8**.
4. Have a minimum circuit capacity of 8.3 kVA (40A 208/240V).
5. Must meet the requirements of Section **CV502.5**.

CV502.7 EVSE Minimum Charging Rate. Each installed *EVSE* shall comply with one of the following:

1. Be capable of charging at a minimum rate of 6.2 kVA (or 30A at 208/240V).
2. When serving multiple *EVSE installed spaces* and controlled by an energy management system providing load management, be capable of simultaneously sharing each *EVSE installed space* at a minimum charging rate of no less than 3.3 kVA.

CV502.8 EVSE Installation. *EVSE* shall be installed in accordance with NFPA 70 and shall be listed and labeled in accordance with UL 2202 or UL 2594. When serving an accessible parking space, *EVSE* shall be accessible in accordance with the International Building Code Chapter 11.

CV502.9 Identification. Construction documents shall designate all *EVSE installed spaces*, *EV ready spaces*, *EV capable spaces*, and *EV capable light spaces*, and indicate the locations of raceway and/or conduit and termination points serving them. The circuits or spaces reserved for *EVSE installed spaces*, *EV ready spaces*, and *EV capable spaces* shall be clearly identified in the panel or subpanel directory. The raceway and/or conduit for *EV ready spaces*, *EV capable spaces* and *EV capable light spaces* shall be clearly identified at both the panel or subpanel and the termination point at the parking space.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING: April 6th, 2026

AGENDA ITEM: 2nd READING OF ORDINANCE NO. 2, SERIES OF 2026:
AN ORDINANCE APPROVING AN AMENDED AND RESTATED
CONSOLIDATED COMPREHENSIVE SIGN PLAN FOR THE
SNOWMASS VILLAGE MALL AND GATEWAY BUILDINGS.

PRESENTED BY: David Shinneman, AICP
Community Development Director

BACKGROUND:

On April 24, 2025, Connect One Design (“Applicant”), on behalf of Snowmass Mall Investment Group, LLC (“Owner”) and under the management of the Romero Group, LLC, submitted a Consolidated Comprehensive Sign Plan (CSP) Amendment. The purpose of the submission is to update and replace the existing CSPs for the Snowmass Mall and Gateway Buildings.

The Town Planning Commission reviewed and recommended approval of the application on October 1, 2025 with Resolution No. 8, Series of 2025, attached. Both this CSP and the Timbermill CSP will be brought forward for approval of the second reading of the respective Ordinances at this meeting.

Town Council approved Ordinance No. 2 Series 2026 on first reading on January 5, 2026, and scheduled the second reading. Town Council requested the following items be addressed in both the Mall and Timbermill CSP’s.

1. Provide an enhanced purpose statement. – Both CSP’s have been revised with an enhanced purpose statement.
2. Revise the Wildcard variance procedures from 3 options to 2, with one being administrative. – Both CSP’s were so revised.
3. Provide flexible provisions to identify 2nd floor or harder to see businesses. – Both CSP’s were so revised.
4. Define or eliminate the complaint process. – the Complaint process to the landlord was removed from both CSP’s. Complaints may still be received either to the landlord or to the Town regarding compliance with the CSP’s.
5. Provide for the removal of tenant signs once the tenant is no longer occupying the space. – Done.

6. Review the window signs and window cling provisions. - staff reviewed the numerous window clings and window signage applications throughout the mall, gateway, and the Timbermill areas. Due to the large number of existing window clings and window signage the proposed CSP's would allow for window clings primarily for back of house areas and discourage their use where visibility into the store is desired. Window signage would continue to be allowed on windows to identify the business.
7. Allow Venga menu sign to be a mall directory sign. - done
8. Syncing of the non-conforming provisions. – done.

HISTORY:

The prior CSPs approved by the Town include Ordinance 28, 1984 for the Snowmass Village Mall CSP, Ordinance 12, 1985 for the Alpine Bank CSP (no longer a tenant), Ordinance 8, 1989 for the Parcel 'C' Gateway Building CSP, and Ordinance 20, 1990 for the CSP involving the 4 Mall Directory and Directional signs.

FINANCIAL IMPACT:

With greater flexibility in design criteria and increased sign area, the amendment has the potential to enhance visibility, promote business and attract more patrons. This could contribute to increased revenue for the tenants, the owners and the Town.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Some of the Strategic Initiatives that may apply regarding the CSP Amendment include:

- Promote environmental and economic sustainability and resiliency.
- Encourage the update and renovation of older buildings Village-wide
- Strengthen local economic opportunities to assure vibrancy.

COUNCIL OPTIONS:

Town Council may, on second reading, approve, approve with conditions, or deny the attached draft Ordinance No. 2, Series of 2026.

STAFF RECOMMENDATION:

Town Staff recommend Council approve on second reading Ordinance No. 2, Series of 2026 as written.

ATTACHMENTS:

Attachments / Inclusions:

1. Ordinance No. 02, Series of 2026.
2. Updated Consolidated Comprehensive Sign Plan Amendment modified and submitted April 1st, 2026
3. Planning Commission Resolution No. 8, Series of 2025.
4. *Section 16A-4-560, 'Comprehensive Sign Plan'* TOSV municipal code standards.

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL
ORDINANCE NO. 2, SERIES OF 2026**

**AN ORDINANCE APPROVING AN AMENDED AND RESTATED
CONSOLIDATED COMPREHENSIVE SIGN PLAN FOR THE
SNOWMASS VILLAGE MALL AND GATEWAY BUILDINGS.**

WHEREAS, within the original Ordinance No. 28, Series of 1984 approval for the Snowmass Village Mall Comprehensive Sign Plan, it referenced Ordinance No. 28, Series of 1984, which imposed a moratorium on the installation of commercial signs within Snowmass Village; and

WHEREAS, it was stated in Ordinance No. 28, Series of 1984, that due to unique sign requirements in several areas of the community, a provision for a Comprehensive Sign Plan would allow flexibility in sign regulations may be proposed for consideration if approved and adopted by the Town Council; and

WHEREAS, prior CSPs were also approved by the Town Council Ordinance 12, 1985 for the Alpine Bank CSP, Ordinance 8, 1989 for the Parcel 'C' Gateway Building CSP, and Ordinance 20, 1990 for the CSP involving 4 Mall Directory and Directional signs; and

WHEREAS, the Town Council adopted Ordinance No. 25, Series of 1984, amending the Land Use Code and providing specific regulations for all commercial signs within Snowmass Village and rescinding the 1984 moratorium; and

WHEREAS, Ordinance No. 4, Series of 1998, and Ordinance No. 7, Series of 2000 further amended and updated the Town's Land Use Code regarding Comprehensive Sign Plan procedures and standards; and

WHEREAS, on April 24, 2025, the Connect One Design ('Applicant') on behalf of the Snowmass Mall Investment Group, LLC ('Owner') as managed by the Romero Group, LLC, submitted an application to consolidate, update, rescind and replace the prior Comprehensive Sign Plans for the Snowmass Mall SPA located on Parcels A-D of its Final Plat, and the Gateway Buildings located on Lot C-1 of the Parcel C Subdivision. The Applicant resubmitted an update of the application on August 4, 2025 which was further modified November 7, 2025 after the Planning Commission review per their recommendation; and

WHEREAS, The Town's Planning Commission, during meetings scheduled on August 20, 2025 and then continued to September 3 and October 1, 2025, reviewed and evaluated an updated Consolidated CSP for compliance with the municipal code's procedures in Section 16A-4-560, '*Comprehensive sign plan*,' and its review standards relative to proposed revisions of prior CSP approvals following Subsection (6), '*Amendment*,' and made its recommendation to the Town Council via this resolution; and

WHEREAS, Planning Commission Resolution No. 8, Series of 2025, was

approved on October 1, 2025, recommending approval of the CSP Amendment and directing the Applicant to work with Town Staff to modify the CSP standards pursuant to the Planning Commission's recommendations prior to scheduling with the Town Council; and

WHEREAS, a public hearing was scheduled for a Town Council meeting on January 5, 2026, and a public hearing notice was printed in the Aspen Times on December 17, 2026.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SNOWMASS VILLAGE, COLORADO:

Section One. Findings. The Town Council finds:

1. The proposed changes for the Consolidated Comprehensive Plan for the Snowmass Mall and Gateway Buildings, which amends and restates the prior approved CSPs, is acceptably compliant with Municipal Code *Section 16A-4-560*, '*Comprehensive Sign Plan*,' its subsection (a), '*Purpose*,' and its subsection (c)(6), '*Amendment*,' and its subsection 'b.', '*Standards*,' relative to the proposed changes, subject to implementing the Recommended Conditions in Section Three of this Ordinance:
 - a) ***Purpose.*** The Snowmass Village Mall and the Gateway Buildings deserve flexibility, as this commercial center is historically unique to the small-town character, and the proposed Amended and Restated Consolidated CSP remains flexible in the best interest of the community.
 - b) ***Not adversely affect sign plan.*** The proposed amendment will not adversely affect the development and preservation of the entire sign plan. Appropriate flexible regulations for the diverse types of signs are continuing to be addressed.
 - c) ***Not adversely affect surrounding uses.*** The proposed amendment will not adversely affect surrounding land uses. The Mall and Gateway Building signs are primarily oriented inwardly along a pedestrian mall.
 - d) ***Not conflict with purposes.*** The proposed amendment will not conflict with the purposes of this Division. The amended CSP continues to promote flexibility for the business tenants and encourages redevelopment or renovation potential which would provide a community benefit.
 - e) ***Not confer special benefit.*** The proposed amendment will not be granted solely to confer a special benefit upon any party.

Section Two. Action. The Town Council hereby approves the proposed Amended and Restated Consolidated Comprehensive Sign Plan for the Snowmass Village Mall and Gateway Buildings with the following conditions in Section Three below.

Section Three. Conditions.:

1. **Rescission of Prior CSPs.** The Amended and Restated Consolidated CSP will rescind and replace the following previously adopted CSPs:
 - Ordinance No. 28, Series of 1984 (Snowmass Village Mall CSP)
 - Ordinance No. 8, Series of 1989 (Gateway Building Parcel C CSP)
 - Ordinance No. 12, Series of 1985 (Alpine Bank tenant CSP)
 - Ordinance No. 20, Series of 1990, governing the four Mall Directory and Directional Signs.
2. **Continuation of Building Directory and Way-Finding Signs.** The proposed new directory signage should be updated to include wayfinding floor plans of the pedestrian mall, associated buildings, and tenant spaces. Consideration should also be given to incorporating street-style wayfinding signage throughout the pedestrian mall area.
2. **Artistic and Creative Signage.** The Consolidated CSP is encouraged to promote artistic expression, creativity, and design flexibility, while discouraging uniformity and overly standardized signage.
3. **Material and Design Flexibility.** The CSP should avoid prescribing specific materials, textures, shapes, colors, or hardware. Instead, it should encourage a diverse and interchangeable use of these elements to foster creativity and artistic expression. Signage may incorporate abstract art and reflect the historic character of the 1960s–70s era when the Mall area was originally envisioned and constructed.
4. **Pedestrian-Oriented Sign Sizing.** Sign size limitations should remain adaptable to prioritize visibility for pedestrian traffic rather than vehicular traffic. Long, narrow strip signage should be avoided.
5. **Window Signage Flexibility.** Regulations for window signage should be relaxed to eliminate rigid size restrictions, allowing for greater design creativity and activation of storefronts. While the use of decals adds vibrancy and character, maintaining visibility into tenant spaces is also important for enhancing vitality.
6. **Proportional Design for Awnings and Signs.** Awnings and associated signage should be designed in proportion to the tenant space façade and entryway to ensure visual harmony.
7. **Lighting Standards.** All lighting should remain indirect and continue to follow energy-efficient practices.
8. **Temporary Signage Guidelines.** Temporary signage — such as menu boards, banners, and sidewalk signs — should be permitted for ground-level tenants, and for upper-level tenants, to enhance the urban character of the mall. However, their use should be limited to prevent visual clutter. These signs must be removed, especially those within a pedestrian access way, when the associated business is

not in operation.

- 9. **Abatement of Nonconforming Permitted Signs.** The CSP should include reasonable abatement provisions for signs previously permitted by the Town but do not conform to the updated regulations. These signs must be brought into compliance with the termination or renewal of the respective business lease.
- 10. **Removal of Unpermitted Nonconforming Signs.** Any nonconforming sign installed without a valid Town permit must be removed or replaced with a conforming sign and proper permit within 60 days of the ordinance's effective date.
- 11. **Consistency in Standards.** The CSP generally addresses consistency across all sections related to design, construction, and safety standards.
- 12. **Coordination Among Property Owners.** Where feasible, the property owner should collaborate with other owners along the pedestrian mall to ensure consistency in signage standards. A unified comprehensive sign plan for the entire pedestrian mall area is encouraged.

INTRODUCED, READ, AND APPROVED on First Reading by the Town of Snowmass Village Town Council as motioned by Town Council member Gustafson and seconded by Town Council member Marolt on January 5, 2026, by a vote of 5 in favor and 0 opposed.

READ, APPROVED, AND ADOPTED on Second Reading by the Town of Snowmass Village Town Council as motioned by Town Council member ____ and seconded by Town Council member _____ on April 6, 2026 by a vote of ____ in favor and __opposed.

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

Alyssa Shenk, Mayor

ATTEST:

Megan Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

Attachment incorporated herein:
Amended and Restated Consolidated Comprehensive Sign Plan for the Snowmass

Mall and the Gateway Buildings.



CONSOLIDATED COMPREHENSIVE SIGN PLAN

SNOWMASS VILLAGE MALL & GATEWAY BUILDING (PARCEL C)

MARCH 31, 2026



Figure 1. Snowmass Mall Tenant Directory as of November 2025

CONSOLIDATED COMPREHENSIVE SIGN PLAN

SNOWMASS VILLAGE MALL & GATEWAY BUILDING (PARCEL C)

PURPOSE

This Comprehensive Sign Plan (CSP) is intended to serve the following purposes:

- 1. Protect and celebrate the historic and creative character of the Snowmass Mall.** Snowmass Mall is a unique and culturally significant place whose identity is rooted in local history, artistic expression, and a long-standing tradition of creativity and individuality. This Manual seeks to preserve and enhance that character by honoring the Mall's historic context while encouraging thoughtful evolution. The design intent is not to freeze the Mall in time, but to allow it to remain dynamic—integrating traditional forms, materials, and textures with contemporary interpretations that reflect the spirit, energy, and creativity of the community. Signage should contribute to a sense of place that is distinctive, expressive, and authentic, reinforcing the Mall's reputation as a lively, engaging, and timeless destination.
- 2. Promote cohesive and orderly sign display while supporting visual interest.** This document provides design guidance and standards for owner and tenant signage within Snowmass Mall to ensure a cohesive visual environment without sacrificing individuality. The intent is to balance consistency and creativity by establishing expectations for quality, scale, placement, and materials, while allowing signs to complement architecture, enhance the pedestrian experience, and animate the Mall environment. Orderly display helps create a welcoming and navigable setting that communicates each business's identity clearly while reinforcing pedestrian scale and visual harmony.
- 3. Allow expressive, legible, and compatible signage that supports tenant identity and economic vitality.** Signs are a critical tool for business visibility, wayfinding, and brand expression. This document authorizes signage that is appropriate, expressive, and legible, recognizing the essential role signage plays in the success and economic stability of Snowmass Mall tenants. While maintaining overall unity and quality, the guidelines are intended to encourage creativity and craftsmanship so that each business can communicate its unique character. All signage should be designed and constructed with attention to safety, durability, and workmanship, and must comply with applicable requirements of this CSP and the Town of Snowmass Village.
- 4. Provide flexibility to accommodate change and support long-term economic sustainability:** Snowmass Mall contains a diverse mix of commercial uses that benefit from flexibility beyond standard sign regulations. This document is intended to allow adaptable signage solutions that respond to changing tenants, evolving business models, and seasonal or economic conditions. By permitting flexibility within a clear framework for quality and compatibility, the CSP supports business viability, encourages reinvestment, and helps ensure that Snowmass Mall remains a vibrant, economically resilient, and creatively rich commercial district over time.

PREAMBLE

PURPOSE AND AUTHORITY OF COMPREHENSIVE SIGN PLANS

This Consolidated Comprehensive Sign Plan ("CSP") is a regulatory document authorized under Section 16A-4-560 of the Town of Snowmass Village Municipal Code. Comprehensive Sign Plans serve as specialized zoning overlays that may supersede portions of the Town's general Sign Code when circumstances warrant flexibility in the best interest of the community.

Unlike the Town's general Sign Code, which establishes uniform standards for all properties, this CSP recognizes that the Snowmass Village Mall area has special circumstances that deserved tailored regulations while still meeting the overall purposes of the Town's sign regulations. This plan operates in addition to, not in replacement of, the Town Sign Code-modifying only those specific provisions explicitly addressed herein.

RELATIONSHIP TO TOWN CODE

- T.O.S.V. Sign Code remains in effect for all matters not specifically addressed in this CSP
- T.O.S.V. permits are still required for all signage under Section 16A-4 550(a)
- This CSP provides the framework within which T.O.S.V. Permits are evaluated for this property
- Only the provisions specifically contained within this CSP supersede general T.O.S.V.'s sign regulations

CONSOLIDATION OF PRIOR APPROVALS

This Consolidated CSP rescinds and replaces the following CSP's to create unified regulation under one comprehensive framework:

- Ordinance No. 28, Series of 1984 - Snowmass Village Mall CSP
- Ordinance No. 8, Series of 1989 - Gateway Building Parcel C CSP
- Ordinance No. 12, Series of 1985 - Alpine Bank CSP
- Ordinance No. 20, Series of 1990 - 4 Mall Directory & Directional Signs CSP

All prior CSPs listed above are hereby rescinded in their entirety and replaced by this Consolidated CSP to eliminate potential conflicts and provide unified regulatory framework.

COMMUNITY BENEFIT JUSTIFICATION

The Snowmass Village Mall stands as the original commercial heart of Snowmass Village – the authentic "Old Town" where shopping, dining, and entertainment all began. As newer developments have emerged, including Base Village which has added hundreds of residential units and over 60,000 square feet of new commercial space, the Mall faces increased competition for visitor attention and foot traffic. The Town-owned activities and events center in Base Village further draws and keeps visitors anchored in that area throughout both winter and summer seasons.

Simultaneously, businesses in the Mall face numerous economic challenges, including:

- Housing scarcity for the working class throughout Snowmass Village and the Roaring Fork Valley
- Rising labor costs
- Increased costs of goods sold
- Higher occupancy rates
- Increased regulations and taxes



Figure 2. Signs are constructed of appropriate, durable materials.

In this environment, the Mall’s distinctive identity as the original, authentic heart of Snowmass Village becomes its greatest competitive advantage. The Mall uniquely stands as Snowmass Village’s birthplace, representing the “Old Guard” with authentic character and local spirit absent in newer, homogenized North American ski villages. As an international destination, the Mall welcomes visitors from around the world, many of whom have limited English proficiency, creating both challenges and opportunities for effective communication through signage.

This CSP recognizes that:

1. **Preserving Economic Vitality:** Supporting the Mall’s unique businesses in an increasingly challenging economic environment helps maintain the diverse commercial ecosystem that serves both residents and the international visitors who seek authentic mountain town experiences.
2. **Maintaining Community Character:** The CSP’s creative flexibility prevents the sterilization and standardization that would diminish the Mall’s role as Snowmass Village’s distinctive birthplace and authentic gathering place.
3. **Supporting Tourism:** Enhanced signage communication better serves our international visitor base, supporting the broader tourism economy that benefits the entire community
4. **Economic Resilience:** Allowing businesses to effectively communicate their identity and offerings helps ensure the long-term viability of the Mall as a commercial center, preventing potential vacancy and economic decline in our historic core.

With this context in mind, this CSP aims to provide guidelines that ensure quality while encouraging the creative expression that makes this part of the Snowmass Village Mall, a memorable destination.

SECTION 1: DEFINITIONS

Acrylic: A type of plastic material known for its clarity, weather resistance, and durability when used for signage. Often used for illuminated signs, dimensional letters, or panels.

Awning: A roof-like cover extending over or in front of a doorway or window as a shelter or decorative element, typically made of canvas or similar material on a frame.

Backlit Sign: A sign illuminated from behind, typically using LED or fluorescent light sources contained within an enclosed cabinet.

Banner: A temporary sign made of flexible material (such as vinyl, fabric, or canvas) with no enclosing framework, typically used for special promotions, events, or announcements.

Bracket: A structural support designed to hold a projecting or hanging sign securely to a building wall, column, or other structural element.

Building Directories: Large-format informational displays that provide comprehensive tenant listings and wayfinding maps for the entire mall complex. These are typically installed at key locations like shuttle stops, stairways, and main entrances.

Building Identification Sign: Large-scale signage that identifies major buildings or anchors within the mall complex, typically featuring the building or mall name prominently displayed on the structure’s facade.



Figure 3. All signs shall be constructed with quality materials and design, while still expressing individuality and creativity.



Figure 4. The predominant text on the sign shall be the business name or logo, and any additional text should enhance the communication of the business identity and offerings.

Composite Materials: Engineered materials made from two or more constituent materials with significantly different physical or chemical properties. When combined, they create a material with characteristics different from the individual components. Examples include aluminum composite panels or fiber-reinforced composites.

CSP: Comprehensive Sign Plan - This document, which establishes signage guidelines for the Snowmass Village Mall and Gateway Building.

Gateway Building: The property known as Parcel "C" Gateway Building in Snowmass Village Mall, as referenced in Ordinance No. 8, Series of 1989.

Hardware: The collection of physical components used to mount, attach, or support a sign, including brackets, bolts, screws, hinges, and other fasteners.

Halo-Lit-Sign: Dimensional letters or logos mounted away from a surface and illuminated from behind to create a "halo" effect around the sign elements.

Hardware: The collection of physical components used to mount, attach, or support a sign, including brackets, bolts, screws, hinges, and other fasteners.

High Density Urethane (HDU): A closed-cell rigid foam material commonly used in the sign industry as an alternative to wood. It offers excellent durability, weather resistance, and can be routed, carved, and painted for dimensional signage.

Incandescent Light: A traditional form of lighting that produces light through a heated filament, typically enclosed in a glass bulb. These lights emit a warm glow but are less energy-efficient than newer lighting technologies.

Landlord: The owner of the Snowmass Village Mall and/ or the Gateway Building properties, responsible for administering and enforcing this Comprehensive Sign Plan.

LED Light: Light Emitting Diode lighting, a highly energy-efficient lighting technology that uses semiconductor devices to convert electricity into light. LED "neon-look" technology is specifically permitted and not considered prohibited "neon"

Mall: The Snowmass Village Mall property, as referenced in Ordinance No. 28, Series of 1984.

Menu Boards: Professional display cases mounted outside restaurants that showcase current menus, daily specials, or featured items.

Neon Light: Traditional gas-filled glass tube lighting technology, which is prohibited. Modern LED technology that mimics neon appearance is permitted.

Operational Signage: Permanent sign fixtures designed to display changeable business information such as menus, hours, prices, or daily specials. Distinguished from temporary signage by the fixture's permanence and from standard permanent signage by the designed capability for routine content updates without requiring new permits.

Pennants: Small, often triangular flags, typically connected in a series on a string or line and used as a decorative element or attention-getting device.

Pictogram: A symbol or simple picture that represents an object, place, or concept and communicates meaning across language barriers.

Pole-Mounted Banner: A sign made of flexible material (vinyl, fabric, or mesh) attached to a light pole, utility pole, or dedicated banner pole using permanent bracket systems, designed to enhance district identity, provide wayfinding, or promote seasonal events throughout the Mall property.

Primary Locations: Areas designated as most suitable for particular sign types, typically offering optimal visibility, accessibility, or alignment with the intended function of the sign.

Projecting Sign: A sign attached to and projecting from a building wall or column and not parallel to the wall or column.

Sandwich Board: A portable, self-supporting, A-frame sign with two sign faces, typically placed on a sidewalk or exterior area adjacent to a business entrance to advertise daily specials or attract foot traffic.

Secondary Locations: Areas that are acceptable but not optimal for particular sign types, often with limitations or additional requirements to ensure appropriate integration.

Shop Drawings: Detailed technical drawings created by a sign manufacturer or fabricator that show exact dimensions, materials, construction methods, mounting details, and other specifications needed to fabricate and install a sign accurately.

Tenant: Any business or entity leasing space within the Snowmass Village Mall or Gateway Building properties.

T.O.S.V.: Town of Snowmass Village

Wall Mounted Sign: A sign attached parallel to the wall of a building or structure.

Wayfinding Signs: Directional signage that guides visitors through the property, typically mounted on posts or walls at decision points. These signs feature arrows pointing toward specific destinations, businesses, or amenities.

Wildcard Variance: An approved exception to the standard requirements of this Comprehensive Sign Plan, granted by the Landlord based on criteria outlined in the Wildcard/Variation Provisions section.

Window Cling: A vinyl or similar material applied directly to glass surfaces, typically printed with graphics, text or designs. May be perforated or solid.

Window Sign: Any sign, symbol, or display installed on, affixed to, painted on, or visible through a window.

SECTION 2: GENERAL OBJECTIVES

The intent of this CSP is to set forth guidelines that ensure construction quality while encouraging individuality and creativity in signage design. This policy promotes an image of contemporary good taste along with a spirited, eventful approach to merchandising of goods and services within and about the Snowmass Mall.

This policy is written expressly to promote the unique character, heritage, and spirited approach that distinguishes the Mall from newer, more standardized developments.

The CSP establishes clear standards for:

- Sign design philosophy and creative standards
- Landlord review and approval processes
- Specific dimensional and placement guidelines
- Material and illumination appropriateness
- Construction quality, safety, and installation standards as set forth in Section 10



Figure 5. The store signage and graphics promote unique character and spirit of the Mall, while maintaining quality.



Figure 6. Additional signage may be included with the approval of the landlord.

The following guidelines apply to all businesses located within the Snowmass Village Mall and Gateway Subdivisions.

SECTION 3: APPROVALS & PERMITS

Landlord Review Authority

All sign designs shall be reviewed and approved by the Landlord prior to installation. Landlord approval establishes compliance with this CSP but does not eliminate the requirement for T.O.S.V. sign permits. The approval requirements set forth in this section apply to all sign types described in Section 4 unless a specific provision expressly states otherwise.

Town Permit Requirements

All signs require T.O.S.V. permits pursuant to Section 16A-4-550(a) of the Sign Code. The CSP approval establishes the framework within which individual permits shall be evaluated

Permit Process

- Obtain Landlord approval under this CSP
- Submit T.O.S.V. permit application with Landlord authorization
- T.O.S.V. permit approval based on CSP compliance

Submission Requirements

The following information must be included in all submissions to the Landlord in order to secure approval for manufacturing or installation of a sign:

1. **Detailed shop drawing or mockup** of the proposed sign showing dimensions, materials, colors, and attachment methods
2. **Mall/Gateway Building map** keying the location of the proposed sign or signs
3. **Material specifications** demonstrating compliance with durability and aesthetic requirements
4. **Electrical plans** if illumination is proposed, showing wiring methods and light sources

Non-Conforming Signs

Any sign which does not conform to this consolidated CSP will be permitted to remain in place, provided it received prior T.O.S.V. permits or approval under previously adopted CSPs, meets current safety standards, and does not adversely affect the aesthetic quality of the Mall. Non-conforming signs may be replaced or substantially altered only in conformance with this CSP or alternatively may apply for a formal T.O.S.V. variance as described in Section 16A-4-580.

Removal of Vacated Tenant Signage

Upon tenant departure, the Landlord shall remove all signage, window clings, operational signage content, and other tenant-specific visual elements within ninety (90) days of the tenant vacating the premises.

The goals of removal of vacated tenant signage are as follows:

- Maintain professional appearance of the Mall
- Accurate wayfinding and directory information for visitors
- Elimination of visual clutter from outdated or irrelevant signage
- Timely preparation of spaces for incoming tenants

The ninety (90) day period begins on the date the tenant surrenders possession of the leased premises. Signage associated with short-term vacancies (such as seasonal closures) where the same tenant will return is exempt from this requirement.

CSP Distribution Responsibilities

All existing and new tenants shall be provided with a copy of this Comprehensive Sign Plan upon lease signing or renewal. Landlord will ensure that tenants acknowledge receipt and understanding of these guidelines as part of their lease agreement. This process ensures consistent application and understanding of CSP requirements throughout the Snowmass Mall

SECTION 4: DIMENSIONAL STANDARDS

WALL MOUNTED SIGNS

Size standards by storefront width

- Small Storefronts (≤ 25 linear feet): Maximum 10 square feet
- Medium Storefronts (26-40 linear feet): Maximum 18 square feet
- Large Storefronts (41-60 linear feet): Maximum 25 square feet

Dimensional Limits

- Maximum Projection: 8 inches from Building Face
- Minimum Ground Clearance: 8 feet when over pedestrian areas

BUILDING IDENTIFICATION SIGNS

Large format building identification signs may exceed standard limitations with Landlord approval, maximum 30 square feet subject to the approval process in Section 3

PROJECTING SIGNS (HANGING/BRACKET-MOUNTED)

Size Standards

- Circular Signs: Maximum 8 square feet total area
- Rectangular Signs: Maximum 10 square feet total area
- Custom Shapes: Maximum 10 square feet total area

Installation Requirements

- Minimum Ground Clearance: 8 feet over pedestrian walkways, 6 feet over planted areas
- Maximum Projection: 48 inches from building face
- Hardware: Professional-grade brackets colored to complement building

WINDOW SIGNS

Permitted Types

- Hand painting, decals, window clings
- Silk-screening on glass, gold leaf, etching
- LED "neon-look" technology on no more than 10% of the window
- No solid or structural backing permitted

WINDOW CLINGS

Window clings shall adhere to the following guidelines. (See Section 3 for approval process.)

Primary Locations:

- Window clings may be used in service areas where privacy is desired



Figure 7. Branding helps reinforce the Mall's distinctive identity and character.



Figure 8. This is an example of a 'Wall Mounted Sign', as found in the definitions section of this document.



Figure 9. This is an example of a 'Building Identification Sign', as found in the definitions section of this document.



Figure 10. This is an example of a 'Projecting Sign', as found in the definitions section of this document.

- Window clings may be used to mask storage or back-of-house areas, including full window coverage to completely screen back-of-house activities from public view
- Window clings with compelling graphics or design elements may be used as part of an overall storefront design

Discouraged Locations:

Storefront windows where visibility into the store is important for customer engagement areas where window clings would create a “blocked off” appearance that diminishes the vibrancy of the Mall

Advertising Limitations:

- Artistic, architectural, privacy, or wayfinding graphics may cover any percentage of window area subject to Landlord approval

Design Quality:

- Window clings shall be of professional design and print quality
- Graphics shall contribute positively to the aesthetic of the Mall
- Excessively busy or cluttered designs may be denied approval

Content:

- Window clings may include business branding, artistic elements, and product information
- Window clings shall not be used primarily for posting sale information or temporary announcements
- Content shall not contain offensive imagery or text

Coverage:

- Full window coverage may be approved in appropriate locations
- Partial coverage shall be designed to complement the overall storefront appearance

AWNING SIGNS

Size Limitations

- Letter Height: Maximum 8 inches (Mall level or below), 10 inches (above Mall level)
- Text Width: Maximum 84 inches

Area Inclusion

- Tenant awning sign areas shall be included within projecting, wall or overhanging sign area limitations for that particular unit
- On-premise building awnings size, location, and design are subject to the approvals process in Section 3

Design Standards

Awning signs shall complement the overall building architecture and contribute to the cohesive visual character of the Mall while allowing individual business expression through appropriate use of graphics, colors, and text.

BUILDING DIRECTORIES AND WAYFINDING SIGNS

Landlord-Installed Directories

Building directories may be erected by the Landlord at egress and stairway locations throughout the properties. These directories serve essential wayfinding functions and are not subject to individual tenant sign limitations.



Figure 11. Window clings may be used in service areas where privacy is desired or used to mask ‘back of house’ areas.



Figure 12. Tenant awning signs shall be included within the sign limitations for that particular unit

Size Standards

- Upper Level Directories: Maximum 6 square feet in size
- Mall-Wide Directories: May exceed 10 square feet where legibility and comprehensive tenant listings require it. (See Section 3 for approval process)
- Additional Directional Signage: Limited dimensions, installed only as necessary to improve pedestrian circulation. (See Section 3 for approval process)

Operational Status

Mall-wide directories and maps shall be considered permanent installations. Additional directional signage of limited dimensions shall be considered temporary signage and subject to periodic review for continued necessity.

POLE-MOUNTED BANNER STANDARDS

Pole-mounted banners serve to enhance district identity, promote seasonal events, provide wayfinding assistance, and create a cohesive visual experience throughout the Snowmass Village Mall. These banners contribute to the vibrancy and character of the pedestrian environment while maintaining professional design standards.

Permitted Types

- Seasonal Banners: Installations promoting seasons, or holidays
- Wayfinding Banners: Directional or informational banners assisting with navigation
- Promotional Banners: Business promotions or community messaging

Design & Dimensional Standards

- Maximum Size: 24 inches wide x 48 inches tall per banner
- Double Sided
- Mounting Height: Minimum 8 foot clearance from bottom of banner to ground
- Materials to be professional-grade weather-resistant vinyl or fabric designed for exterior conditions
- Hardware: Color of bracket to match color of pole
- Installation Standards: Banners may only be mounted on light poles that were designed and manufactured to accommodate banner bracket systems. All bracket hardware shall be manufacturer-approved for the specific pole type.

Approval Process

- See Section 3 for approvals process.

SECTION 5: TEMPORARY SIGNAGE STANDARDS

Short-Term Temporary Signs (Maximum 14 days, T.O.S.V. permit required)

- Banners (non-pole mounted) & Event Signs
- Freestanding: Maximum 9 square feet (T.O.S.V. Code compliance)
- Banners: Maximum 3 feet high x 12 feet long
- Event Signage: Maximum 12 square feet
- Permit Required: All temporary signs require Landlord authorization



Figure 13. This is an example of an 'Awning' as found in the definitions section of this document.



Figure 14. This is an example of an 'Building Directory' as found in the definitions section of this document.



Figure 15. This is an example of a 'Pole Mounted Banner' as found in the definitions section of this document.

Portable Daily Signs (Sandwich Boards)

- Dimensions: Maximum 24 inches wide x 36 inches high
- Professional Standards: Weatherproof construction, consistent design
- Placement: Within 12 feet of business entrance, cannot obstruct pedestrian flow
- Storage: Shall be stored indoors when business closed
- Status: Requires Landlord Approval

Operational Signage (Permanent fixtures with changeable content)

- Maximum Size: 6 square feet
- Professional Standards: Weatherproof construction, consistent design
- Changeable Content: Permitted for restaurants and food service

Directional Signs

- Maximum Size: 6 square feet per sign face. Double faced signs are permitted.
- Content: Wayfinding, Parking and Facility Information only
- Materials: Durable and appropriate for exterior mountain conditions including snow load, UV exposure, and freeze-thaw cycles. Permitted materials include but are not limited to wood, metal, high density urethane, acrylic and composite materials.
- Design Standards: Design aesthetic is flexible and may reflect individual tenant or building identity provided the sign reads clearly as a wayfinding element. Arrow and directional graphic treatments shall be consistent in style within any single wayfinding system installed by one tenant or the Landlord.
- Illumination: Per Section 10

SECTION 6: SPECIAL DESIGN REQUIREMENTS

Design Flexibility Standards

Shape Requirements: All proposed sign shapes will be approved on an individual basis. Creative and distinctive shapes that reflect the business identity and contribute to the unique character of the Mall are encouraged. Custom shapes may include but are not limited to organic forms, geometric designs, business-related silhouettes, and architectural elements that complement the building design. Signs may be double or single face depending on installation location and landlord approval.

Size Evaluation Criteria: Businesses are permitted signs of appropriate size for their storefront, up to 110% of the CSP dimensional standards. Sign size will be evaluated based on the following factors:

- Proportionality to the storefront and building scale
- Visibility needs and pedestrian sight-lines
- Aesthetic harmony with surrounding signage
- Contribution to the overall character of the Mall
- Impact on neighboring businesses and public areas

The Landlord and T.O.S.V. reserve the right to limit sign size if a proposed sign would overwhelm neighboring businesses or detract from the overall appearance of the property.



Figure 16. Example of a Portable Daily Special Sign in the form of a Sandwich Board

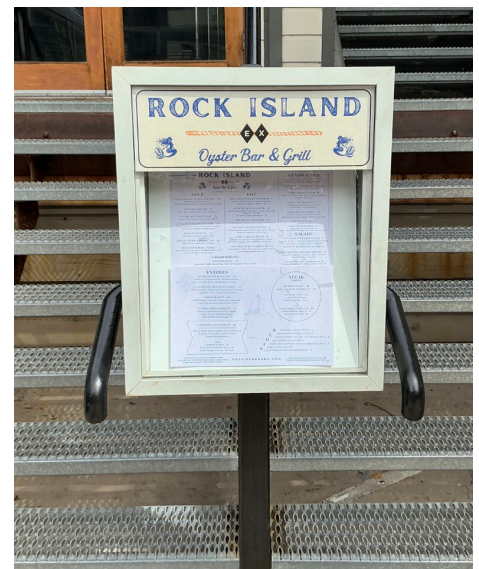


Figure 17. Example of Operational Signage in this case a 'Menu Board' as a permanent fixture with the menu as the changeable content

Sign Quantity Standards

Primary Sign Allocation: Each business frontage with an actively used access point is permitted one primary sign, which may be wall mounted, projecting, or hanging style. Signs may be double or single face depending on the installation location as determined by the Landlord.

Additional Sign Provisions

- **Hardship Exception:** Where strict application may result in exceptional practical difficulty due to unique physical proximity of a tenant's unit, one additional sign of limited dimensions may be allowed subject to Landlord and T.O.S.V. approval
- **Large Frontage Exception:** Businesses with more than thirty (30) linear feet of frontage may be permitted one additional sign, subject to special consideration and Landlord and T.O.S.V. approval

Installation Requirements

Height Clearances

- **Pedestrian Areas:** Minimum 8 foot clearance from bottom of sign to ground plane
- **Planted Areas:** Minimum 6 foot clearance from bottom of sign to ground plane over columns
- **Design Consideration:** Height requirements may affect shape design and should be reviewed before completing submission packages

Lighting and Hardware Standards

Each tenant may provide and install lighting and brackets for signs, with the following requirements:

- **Fixture Consistency:** All fixtures and brackets must be consistent with the overall design aesthetic of the Mall or Gateway Building
- **Lighting Types:** All lights shall be indirect LED, LED "neon-look" strips and tubes, or incandescent lighting
- **Hardware Integration:** Brackets and mounting systems shall be colored to complement building design and sign aesthetics

Content and Communication Standards

Primary Content Requirements: Except for public direction or information signs, the predominant text or graphic on any wall mounted, projecting, or hanging sign shall be the business name or logo.

Secondary Content Permitted: Signs may include the following additional elements when they enhance communication of business identity or offerings:

- Business taglines and descriptive text
- Product or service information
- Operational details (hours, contact information)
- Multilingual elements for international visitors

Safety and Code Compliance

Fire Lane Restrictions: No sign, banner, or associated support features may project within the fire lane in a manner that obstructs width or height clearance needed for emergency response vehicles.

Structural Safety Requirements: All signs must comply with applicable building codes and safety standards as outlined in Section 10: Construction & Safety Standards of this CSP.



Figure 18. Example of a Free Standing Pole-Mounted Directional Sign

SECTION 7: MULTILINGUAL AND UNIVERSAL DESIGN

Snowmass Village Mall and Gateway Building welcome visitors from around the world, many of whom may have limited English proficiency. Effective communication with international visitors enhances their experience and helps businesses better serve this important customer base. The following guidelines address multilingual communication through signage:

Encouraged Elements

- Multilingual elements for international visitors
- Internationally recognized symbols and pictograms
- QR codes linking to multilingual information
- Universal design elements that communicate across language barriers

Design Integration

Multilingual elements shall be designed as integrated parts of overall sign design, maintaining aesthetic quality and professional appearance.

Approval Process

- All multilingual elements must meet the same quality standards as English text
- Professional translation services are recommended to ensure accuracy
- The Landlord may request verification of translation accuracy

SECTION 8: WILDCARD/VARIATION PROVISIONS

This section establishes two distinct mechanisms for sign approval flexibility. Wildcard Variations are administrative exceptions granted by the Landlord within the parameters of this CSP and do not require formal municipal variance proceedings. T.O.S.V. Variances are formal exceptions to T.O.S.V. sign regulations processed through the Planning Commission pursuant to Section 16A-4-580. These are separate instruments — Landlord approval of a Wildcard Variation does not constitute or substitute for a T.O.S.V. Variance, and a T.O.S.V. Variance does not eliminate the requirement for Landlord approval under this CSP.

Types of Variations Permitted

The Landlord may grant Wildcard Variations to the standards established in this CSP to accommodate creative expression, unique business needs, and existing signage conditions. The following categories of Wildcard Variations are permitted:

Size Variations: The Landlord and T.O.S.V. may approve signs that exceed the standard size limitations where the larger sign is proportional to the storefront or building area as described in the Wildcard Variations, the design is of exceptional quality and enhances the character of the property, and the sign does not negatively impact adjacent tenants or public areas.

Material Variations: The Landlord and T.O.S.V. may approve alternative materials that maintain high quality and durability standards, complement the building architecture, and represent innovative design or technology.

Unique Designs: The Landlord and T.O.S.V. may approve unique or non-standard sign designs that represent creative excellence, enhance the vibrant, eventful character of the Mall and add visual interest and appeal to the property.



Figure 19. An example of a “neon-look” LED.

Historical/Heritage Recognition: The Landlord and T.O.S.V. may approve variations to standard requirements for signs that pay tribute to the historical aspects of the Mall or a singular building, commemorate significant historical figures involved with the early Mall era, reinforce the authentic “Old Town” character that distinguishes the Mall, and incorporate design elements that reference the Mall’s history and heritage.

Approval Thresholds

Tier 1: Automatic Landlord Approval with T.O.S.V. Notification, Submittal and Approval

Signs meeting the following criteria require only Landlord approval, with notification, submittal and approval to the Town of Snowmass Village:

- Size Variations: Up to 110% of CSP dimensional standards
- Material Substitutions: Equivalent or superior quality alternatives to materials specified in this CSP
- Minor Design Modifications: Adjustments to color, font, layout, or decorative elements that do not alter the fundamental character or scale of approved sign types

Tier 1 Process

To request a Tier 1 Wildcard Variation, the tenant shall:

1. Submit a detailed written proposal to the Landlord describing the requested variation and the rationale for the exception
2. Provide visual examples, material samples, or mockups sufficient for the Landlord to evaluate the request
3. Address how the variation maintains the overall intent and quality standards of this CSP

The Landlord shall review the submission and issue a written decision within 30 days. Approved Tier 1 Variations require Landlord written authorization before submission of a T.O.S.V. permit application. The Landlord shall notify T.O.S.V. in writing of all approved Tier 1 Variations as part of the annual reporting obligation established in Section 11. Tier 1 approval by the Landlord does not substitute for any required T.O.S.V. permit.

Tier 2: T.O.S.V. Variance Required (Formal Section 16A-4-580 process)

Tier 2 applies to departures from CSP standards that exceed the Tier 1 thresholds or that conflict with T.O.S.V. regulations not specifically addressed in this CSP. Tier 2 requires formal variance approval through T.O.S.V.’s Planning Commission pursuant to Section 16A-4-580. The following circumstances require Tier 2 review:

- Size Variations: Over 110% of CSP dimensional standards requires approval through the T.O.S.V.’s Planning Commission.
- Code Conflicts: Any provisions conflicting with other T.O.S.V.’s regulations not specifically addressed in this CSP
- Precedent-Setting Designs: Unique or innovative sign concepts that require formal T.O.S.V. review to establish compatibility with community character

Tier 2 Process:

To request a Tier 2 T.O.S.V. Variance, the tenant shall:

1. First obtain a written determination from the Landlord confirming that the request exceeds Tier 1 parameters and requires formal variance proceedings



Figure 20. Historic and heritage signage that reinforces the authentic “Old Town” character is encouraged.



Figure 21. Signage that is visually interesting and enhances the Mall’s character may be approved by the Landlord and T.O.S.V.



Figure 22. Additional signage may be included with the approval of the Landlord and T.O.S.V..

2. Submit a formal variance application to T.O.S.V. pursuant to Section 16A-4-580, including the Landlord's written determination
3. Provide all documentation required by T.O.S.V. for Planning Commission review, including visual examples, material samples, site context, and design rationale
4. Address how the proposed sign maintains the overall intent and quality of this CSP and is compatible with the character of the Mall

T.O.S.V. Planning Commission approval does not substitute for Landlord approval under this CSP. Following a successful T.O.S.V. Variance, the tenant shall return to the Landlord to complete the approval process established in Section 3 before proceeding to permit application.

Evaluation Standards

In evaluating both Tier 1 and Tier 2 requests, the Landlord and T.O.S.V. shall consider the following:

- Whether the proposed variation maintains the visual quality and cohesive character of the Mall
- Whether the sign is proportional to the storefront, building scale, and surrounding signage
- Whether the variation negatively impacts adjacent tenants, pedestrian areas, or public sightlines
- Whether the design represents genuine creative excellence rather than a routine request to exceed dimensional limits
- Whether the variation is consistent with the purposes of this CSP as established in the Preamble

The Landlord shall use professional discretion in evaluating all variation requests, with the goal of fostering creativity while maintaining a cohesive, high-quality visual environment throughout the Mall.

SECTION 9: NON-CONFORMING SIGNS

Legal Non-Conforming Status

For non-conforming sign status, see Section 3.

Triggered Compliance

Legal non-conforming signs shall be brought into CSP compliance only when:

- Sign requires structural repair exceeding 50% of replacement cost
- Business ownership changes and new signage is desired
- Voluntary upgrade is undertaken by tenant

Voluntary Upgrades

- Fast-track approval process for compliance upgrades
- Landlord design assistance coordination
- Multi-year phased implementation plans accepted

Required Compliance Timeline

- Upon triggered event: 90 days to submit compliant design
- Installation completion: Within 12 months of approval
- Interim safety requirements: Immediate compliance for safety violations

SECTION 10: CONSTRUCTION & SAFETY STANDARDS

Materials

Signs may be constructed of any durable material appropriate for exterior use including but not limited to: wood, metal, high-density urethane, acrylic, glass, stone, or composite materials. Materials shall be selected for their durability, aesthetic quality, and appropriateness to the building architecture and business identity. Innovative and unique material choices are encouraged when they contribute to the creative character of the Mall environment.

Color Usage

Any color may be considered for background or any graphic design or illustration to be incorporated into the design. Creative and distinctive use of color is encouraged to contribute to the vibrant character of the Mall. Bracket and hardware shall be colored to complement the design and building architecture.

Construction Requirements

- Professional-grade construction and installation meeting all applicable building codes
- Structural integrity: All sign structures shall be designed and constructed in a manner that is safe, and shall minimize extra bracing, angle iron, guy wires, cables, etc.
- Safety standards: No sign structure shall contain protruding elements, exposed electrical components, or materials that create a safety hazard to pedestrians or vehicles
- Concealed wiring: The wiring of all signs shall be contained in raceways or enclosed in poles or comply with the Electrical Code as adopted by the T.O.S.V. In no case shall the wiring be exposed to the view of the public
- Glass requirements: Any glass forming a part of any sign shall be heavy safety glass, having a minimum thickness of one-fourth ($\frac{1}{4}$) inch. Where any single piece or pane of glass has an area exceeding three (3) square feet, it shall be wired glass

Hardware Standards

All brackets and mounting hardware shall be:

- Colored to complement building design and sign aesthetics
- Professional-grade materials appropriate for exterior mountain weather conditions
- Free of exposed bracing, guy wires, or sharp edges that could pose safety hazards
- Concealed fastening systems where possible to maintain clean appearance

Shape and Design Flexibility

See section 6



Figure 23. Any color, design, or illustration can be incorporated to enhance Mall character.



Figure 24. Signs may be constructed of any durable material, and bracket and hardware shall be colored to compliment the design of the building.

SECTION 11: ENFORCEMENT & COMPLIANCE

Landlord Responsibilities

The Landlord shall administer this CSP in accordance with the review and approval process established in Section 3. Specific Landlord responsibilities include:

- Reviewing and approving all tenant sign submissions prior to T.O.S.V. permit application, as set forth in Section 3
- Ensuring installed signage conforms to Landlord-approved designs and CSP standards
- Maintaining a current written inventory of all signs within the Mall, updated within 30 days of any approved installation, modification, or removal
- Submitting an annual written report to the T.O.S.V. Planning Department by January 31 of each year identifying all sign modifications approved under this CSP during the preceding calendar year, including permit numbers, sign types, and locations
- Coordinating with T.O.S.V. on permit submissions, variance requests, and compliance matters as described in Section 3

Town Authority

T.O.S.V. retains full municipal authority over all signage within the Mall regardless of Landlord approval status under this CSP. Specific T.O.S.V. responsibilities include:

- Issuing all required sign permits pursuant to Section 16A-4-550(a), evaluated within the framework of this CSP as established in Section 3
- Inspecting installed signage for code compliance, structural safety, and conformance with approved permits
- Enforcing violations of T.O.S.V. sign regulations, including issuing notices of non-compliance and requiring correction or removal within a reasonable specified period
- Reviewing and acting on variance requests that exceed the parameters of this CSP pursuant to Section 16A-4-580, as referenced in Section 8

Tenant Responsibilities

No sign shall be installed, modified, or removed without first completing the approval process established in Section 3. Tenants shall:

- Submit complete sign proposals to the Landlord prior to any T.O.S.V. permit application
- Install signage only in conformance with Landlord-approved designs and T.O.S.V.-issued permits
- Maintain all approved signage in good condition, free of peeling, fading, structural deterioration, or safety hazards
- Remove or repair any sign identified as non-compliant within 90 days of written notice from the Landlord or T.O.S.V.

SECTION 12: AMENDMENTS

Any revisions or amendments to this CSP shall follow the formal amendment process established in Town Code Section 16A-4-560(6), including Planning Director review, Planning Commission recommendation, and Town Council approval.

No amendments may be made at the sole discretion of the Landlord. All amendments require the same procedural standards applied to this initial CSP application.

SECTION 13: SUPERSEDING REGULATIONS

This CSP supersedes previous Town sign regulations for the designated area only with respect to provisions specifically contained within this plan. All other Town ordinances remain in full effect. Private covenants, restrictions, or agreements between property owners remain separate private matters to be addressed by affected parties.

Private covenants, restrictions, or agreements between property owners remain separate private matters to be addressed by affected parties. The Town's adoption of this CSP does not modify, amend, or supersede any private agreements.

END

**TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION
RESOLUTION NO. 8, SERIES OF 2025**

**A RESOLUTION RECOMMENDING APPROVAL TO THE TOWN COUNCIL OF
AN AMENDED AND RESTATED
CONSOLIDATED COMPREHENSIVE SIGN PLAN FOR THE
SNOWMASS VILLAGE MALL AND GATEWAY BUILDINGS.**

WHEREAS, the original Ordinance No. 28, Series of 1984 approval for the Snowmass Village Mall Comprehensive Sign Plan, referenced Ordinance No. 28, Series of 1984, which imposed a moratorium on the installation of commercial signs within Snowmass Village; and

WHEREAS, prior CSPs were also approved by the Town Council Ordinance 12, 1985 for the Alpine Bank CSP, Ordinance 8, 1989 for the Parcel 'C' Gateway Building CSP, and Ordinance 20, 1990 for the CSP involving 4 Mall Directory and Directional signs; and

WHEREAS, Ordinance No. 28, Series of 1984, stated due to unique sign requirements in several areas of the community, a provision for a Comprehensive Sign Plan which would allow flexibility in sign regulations may be proposed for consideration if approved and adopted by the Town Council; and

WHEREAS, the Town Council adopted Ordinance No. 25, Series of 1984, amending the Land Use Code and providing specific regulations for all commercial signs within Snowmass Village and rescinding the 1984 moratorium; and

WHEREAS, Ordinance No. 4, Series of 1998, and Ordinance No. 7, Series of 2000 further amended and updated the Town's Land Use Code regarding Comprehensive Sign Plan procedures and standards; and

WHEREAS, on April 24, 2025, the Connect One Design ('Applicant') on behalf of the Snowmass Mall Investment Group, LLC ('Owner') as managed by the Romero Group, LLC, submitted an application to consolidate, update, revise and/or replace the prior Comprehensive Sign Plans for the Snowmass Mall SPA located on Parcels A-D of its Final Plat, and the Gateway Buildings located on Lot C-1 of the Parcel C Subdivision. The Applicant resubmitted an update of the application on August 4, 2025; and

The Town's Planning Commission, during meetings initially scheduled on August 20, 2025 and then continued to September 3 and October 1, 2025, has reviewed and evaluated the updated Consolidated CSP against the prior approved CSPs and for compliance with the municipal code's procedures in Section 16A-4-560, '*Comprehensive sign plan*,' and its review standards relative to proposed revisions of prior CSP approvals following Subsection (6), '*Amendment*,' and made its recommendations to the Town Council via this resolution.

**NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF
THE TOWN OF SNOWMASS VILLAGE, COLORADO:**

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

1. The proposed changes for the Consolidated Comprehensive Plan for the Snowmass Mall and Gateway Buildings, which amends and restates the prior approved CSPs, is acceptably compliant with Municipal Code *Section 16A-4-560*, '*Comprehensive Sign Plan*,' its subsection (a), '*Purpose*,' and its subsection (c)(6), '*Amendment*,' and its subsection 'b.', '*Standards*,' relative to the proposed changes, subject to implementing the Recommended Conditions in Section Three of this Resolution:
 - a) ***Purpose.*** The Snowmass Village Mall and the Gateway Buildings deserve flexibility, as this specific commercial center is historically unique to the small-town character, and the proposed Amended and Restated Consolidated CSP remains flexible in the best interest of the community.
 - b) ***Not adversely affect sign plan.*** The proposed amendment will not adversely affect the development and preservation of the entire sign plan. Appropriate flexible regulations for the diverse types of signs are continuing to be addressed.
 - c) ***Not adversely affect surrounding uses.*** The proposed amendment will not adversely affect surrounding land uses. The Mall and Gateway Building signs are primarily oriented inwardly along a pedestrian mall.
 - d) ***Not conflict with purposes.*** The proposed amendment will not conflict with the purposes of this Division; The amended CSP continues to promote flexibility for the business tenants and encourages redevelopment or renovation potential which would provide a community benefit.
 - e) ***Not confer special benefit.*** The proposed amendment will not be granted solely to confer a special benefit upon any party.

Section Two. Action. The Planning Commission recommends the proposed Amended and Restated Consolidated Comprehensive Sign Plan for the Snowmass Village Mall and Gateway Buildings with the following recommended conditions in Section Three below.

Section Three. Recommended Conditions. The Planning Commission recommends the following conditions to the Town Council:

1. **Rescission of Prior CSPs.** The Amended and Restated Consolidated CSP shall supersede and replace the following previously adopted CSPs:
 - Ordinance No. 28, Series of 1984 (Snowmass Village Mall CSP)
 - Ordinance No. 8, Series of 1989 (Gateway Building Parcel 'C' CSP)
 - Ordinance No. 12, Series of 1985 (Alpine Bank tenant CSP)
2. **Continuation of Existing Signage Ordinance.** Ordinance No. 20, Series of 1990, governing the four Mall Directory and Directional Signs, shall remain in effect. However, the directory signage should be updated to include wayfinding floor plans of the pedestrian mall, associated buildings, and tenant spaces. Consideration

should also be given to incorporating pedestrian-scale wayfinding signage throughout the pedestrian mall area.

3. **Encouragement of Artistic and Creative Signage.** In collaboration with Town Staff, the Applicant is encouraged to further refine the Consolidated CSP to promote artistic expression, creativity, and design flexibility, while discouraging uniformity and overly standardized signage.
4. **Material and Design Flexibility.** The CSP should avoid prescribing specific materials, textures, shapes, colors, or hardware. Instead, it should encourage a diverse and interchangeable use of these elements to foster creativity and artistic expression. Signage may incorporate abstract art and reflect the historic character of the 1960s–70s era.
5. **Pedestrian-Oriented Sign Sizing.** Sign size limitations should be revised to be more compatible with the Town’s Sign Standards and prioritize visibility for pedestrian traffic. Larger signs may be allowed on the second level. The applicant shall work with staff to revise the standards in the CSP prior to taking this before the Town Council.
6. **Window Signage Flexibility.** Regulations for window signage should include maximum size business wording regulations but otherwise be relaxed to allow for greater design creativity and activation of storefronts. The use of decals, clings, stickers, etc. adds vibrancy and character and should be allowed based upon the business and landlord.
7. **Proportional Design for Awnings and Signs.** Awnings and associated signage should be designed in proportion to the tenant space façade and entryway to ensure visual harmony.
8. **Lighting Standards.** All lighting should remain indirect and continue to follow energy-efficient practices.
9. **Temporary Signage Guidelines.** Temporary signage — such as menu boards, banners, and sidewalk signs — should be permitted for ground-level tenants, and for upper-level tenants, to enhance the urban character of the mall. However, their use should be limited to prevent visual clutter. These signs should be removed during times of the year when the associated business is not in operation.
10. **Photo Opportunity Feature.** The existing wooden chair located between two trees in the center of the mall, intended for photo opportunities, should be refreshed. Background signage in this area behind the chair should be minimized.
11. **Abatement of Nonconforming Permitted Signs.** The CSP should include reasonable abatement provisions for signs that were previously permitted by the Town but do not conform to the updated regulations.

12. **Removal of Unpermitted Nonconforming Signs.** Any nonconforming sign installed without a valid Town permit must be removed or replaced with a conforming sign and proper permit within 60 days of the ordinance's effective date.
13. **Consistency in Standards and Coordination Among Property Owners.** The applicant should work with other landlords on the mall to address consistency with signage. If feasible, the applicant is encouraged to also develop consistency among the sign standards among the other owners' CSPs in the Mall area.

INTRODUCED, READ, AND APPROVED by the Town's Planning Commission as motioned by Planning Commission member Dubé and seconded by Planning Commission member Gustafson on October 1, 2025 by a vote of 5 in favor and 1 opposed (Planning Commission member Seglin no; Commission member Marshack absent).

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION

Matthew Dubé
Matthew Dubé (Oct 6, 2025 11:15:57 MDT)
Matt Dubé, Chairman

ATTEST:

Ashleigh Huff
Ashleigh Huff, Planning Commission Secretary

Attachment incorporated herein by reference:
Currently proposed Amended and Restated Consolidated Comprehensive Sign Plan for the Snowmass Mall and the Gateway Buildings dated August 4, 2025.

PC Reso 8, 2025 - PC Action - Final

Final Audit Report

2025-10-06

Created:	2025-10-06
By:	Ashleigh Huff (ahuff@snowmass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeFyls1zH-dASXn-MtqdnxoC32SbdnYR3

"PC Reso 8, 2025 - PC Action - Final" History

 Document created by Ashleigh Huff (ahuff@snowmass.gov)
2025-10-06 - 5:11:44 PM GMT

 Document emailed to dube.innover@gmail.com for signature
2025-10-06 - 5:12:12 PM GMT

 Email viewed by dube.innover@gmail.com
2025-10-06 - 5:12:39 PM GMT

 Signer dube.innover@gmail.com entered name at signing as Matthew Dubé
2025-10-06 - 5:15:55 PM GMT

 Document e-signed by Matthew Dubé (dube.innover@gmail.com)
Signature Date: 2025-10-06 - 5:15:57 PM GMT - Time Source: server

 Agreement completed.
2025-10-06 - 5:15:57 PM GMT

Sec. 16A-4-560. Comprehensive sign plan.

- (a) Purpose. There are special circumstances within the Town that deserve flexibility from the standards prescribed in this Division, when such flexibility is in the best interest of the community. The purpose of this Section is to authorize a comprehensive sign plan to be submitted so as to afford such flexibility, while still meeting the purpose of this Division.
- (b) Applicability. The Town Council may permit the utilization of comprehensive sign plans for multiple businesses located in a single building, or for building complexes that are located on one (1) lot or parcel or two (2) or more continuous parcels, that are held in unified control.
- (c) Plan Requirements. Comprehensive sign plans shall meet the following requirements:
 - (1) Submission of application. An application for a comprehensive sign plan shall be submitted to the Planning Director. The application shall include the following materials:
 - a. Minimum contents. The minimum contents for any application, as specified in Section 16A-5-40(b), Minimum Contents.
 - b. Detailed sign plan. A detailed sign plan with an accurate survey map or sufficient legal description describing the area in which the plan will be in effect. The plan shall include written stipulations that address all relevant concerns, including but not limited to the location of proposed signs and their size, height, color, lighting, orientation, construction material and copy. If there are signs within the plan area that will not conform to the standards described in the comprehensive sign plan, procedures and time frames for securing the removal of nonconforming signs shall be detailed.
 - c. All parties must join. All parties affected by provisions of the comprehensive sign plans must join in the application for such plans. If multiple businesses in a single building, building complexes or portions thereof are governed by a management agreement, the duly constituted representative of the management association or firm shall join in such plan. It is unnecessary for owners or lessees to join if said representative has joined on their behalf.
 - (2) Staff review. Staff review of the application shall be accomplished, as specified in Section 16A-5-50, Staff Review of Application.
 - (3) Planning Commission review. A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the staff review. The Planning Commission shall review the application, and shall make its recommendations to the Town Council, considering whether the comprehensive sign plan contains appropriate limitations within its plan stipulations to ensure that the sign plan will minimize its impact on surrounding land uses and is compatible with the purposes of this Division.
 - (4) Town Council first reading. The Planning Commission's recommendations shall be forwarded to the Town Council at a regular meeting, together with a complete copy of the application and a copy of the staff's review. The Town Council shall consider all relevant materials and shall adopt an ordinance on first reading approving the comprehensive sign plan as recommended or with modifications, or shall adopt a resolution denying the application, citing specific reasons therefor.
 - (5) Public hearing. Prior to second reading and final adoption of such ordinance, the Town Council shall hold a public hearing. Public notice of the hearing shall be given by publication, mailing and posting of notice, pursuant to Section 16A-5-60(b), Manner and Timing of Notice. The Town Council shall consider the application, any relevant support materials, the staff report, the Planning Commission's recommendation and the public testimony given at the public hearing. Following closure of the public

hearing, the Town Council shall adopt the ordinance, adopt the ordinance with modifications or deny the ordinance.

(6) Amendment. Once authorized by the Town Council, a comprehensive sign plan may only be amended as follows:

- a. Procedure. The Planning Director shall submit notice of the requested change and all relevant material to the Planning Commission for its review and recommendation to the Town Council.
- b. Standards. The Planning Commission may recommend approval, and the Town Council may approve the proposed change only if the following standards are met:
 1. Not adversely affect sign plan. The proposed amendment will not adversely affect the development and preservation of the entire sign plan;
 2. Not adversely affect surrounding uses. The proposed amendment will not adversely affect surrounding land uses;
 3. Not conflict with purposes. The proposed amendment will not conflict with the purposes of this Division; and
 4. Not confer special benefit. The proposed amendment will not be granted solely to confer a special benefit upon any party.

(7) Town Council authority. Nothing in these provisions shall be construed to deny the Town Council power to require any modification of or release from any provision of the comprehensive sign plan so that the plan conforms to other Town ordinances.

(Ord. 4-1998 §1; Ord. 7-2000 §1)

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING: April 6, 2026

AGENDA ITEM: SECOND READING OF ORDINANCE NO. 3, SERIES OF 2026:
AN ORDINANCE APPROVING AN AMENDED AND RESTATED
COMPREHENSIVE SIGN PLAN FOR THE TIMBERMILL AND
ASPEN SNOWMASS SKIING COMPANY TENANT.

PRESENTED BY: David Shinneman, AICP
Community Development Director

BACKGROUND:

On August 12, 2025, Connect One Design (Applicant') on behalf of the Timbermill Building LLC ('Owner'), applied to revise and replace the prior Comprehensive Sign Plan for the Timbermill Building, approved by Ordinance No. 7, Series of 1989. The business is located on the Hive Building Parcel of 1.511 acres~ (or 1.621 acres per land title survey dated August 20, 2024). A revised CSP has been reviewed and modified with staff and is attached.

The application proposes rescinding and replacing Ordinance No. 22, Series of 1991, for the Aspen Snowmass ski company tenant signs within the Timbermill Building.

On December 17, 2025, the Town's Planning Commission reviewed and recommended approval of the updated Consolidated CSP. The review was conducted to determine compliance with the municipal code's procedures in *Section 16A-4-560, 'Comprehensive sign plan,'* and its review standards relative to revisions of prior CSP approvals following Subsection (6), *'Amendment,'*.

Town Council approved Ordinance No. 3 Series 2026 on first reading on January 5, 2026, and scheduled the second reading. Town Council requested the following items be addressed in the both the Mall and Timbermill CSP's.

1. Provide an enhanced purpose statement. – Both CSP's have been revised with an enhanced purpose statement.

2. Revise the Wildcard variance procedures from 3 options to 2 with one being administrative. – Both CSP's were so revised.
3. Provide flexible provisions to identify 2nd floor or harder to see businesses. – Both CSP's were so revised.
4. Define or eliminate the complaint process. – the Complaint process to the landlord was removed from both CSP's. Complaints may still be received either to the landlord or to the Town regarding compliance with the CSP's.
5. Provide for the removal of tenant signs once the tenant is no longer occupying the space. – Done.
6. Review the window signs and window cling provisions. - Staff reviewed the numerous window clings and window signage applications throughout the mall, gateway, and the Timbermill areas. Due to the large number of existing window clings and window signage the proposed CSP's would allow for window clings primarily for back of house areas and discourage their use where visibility into the store is desired. Window signage would continue to be allowed on windows to identify the business.
7. Allow for the large menu sign to be a Directory sign. - done
8. Syncing of the non-conforming provisions. – done.

HISTORY:

The prior CSP for the Timbermill Building was approved by Ordinance 28, 1984, and Ordinance No. 22, Series of 1991, for the Aspen Snowmass skiing company tenant signs within the Timbermill Building, and Ordinance 20, 1990 for the CSP involving the 4 Mall Directory and Directional signs within the Mall area vicinity, of which one sign is located in front of the Timbermill Building along Fanny Hill.

FINANCIAL IMPACT:

With greater flexibility in design criteria and increased sign area, the amendment has the potential to enhance visibility, promote business and attract more patrons, which could contribute to increased revenue for the tenants, the owners and the Town.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Some of the Strategic Initiatives that may apply regarding the CSP Amendment include:

- Promote environmental and economic sustainability and resiliency.
- Encourage the update and renovation of older buildings Village-wide
- Strengthen local economic opportunities to assure vibrancy.

COUNCIL OPTIONS:

Town Council may, on second reading, approve, approve with conditions, or deny the attached draft Ordinance No. 3, Series of 2026.

STAFF RECOMMENDATION:

Town Staff recommend Council approve the second reading of Ordinance No. 3 Series, 2026.

ATTACHMENTS:

Attachments / Inclusions:

- A. Ordinance No. 03, Series of 2026.
- B. Updated Comprehensive Sign Plan Amendment for the Timbermill Building as of November 21, 2025
- C. PC Resolution No. 12 2025 Timbermill CSP
- D. Photographs of existing signs on the Timbermill Building

1 **TOWN OF SNOWMASS VILLAGE**
2 **TOWN COUNCIL**
3 **ORDINANCE NO. 3, SERIES OF 2026**
4

5 **AN ORDINANCE APPROVING THE AMENDED AND RESTATED**
6 **COMPREHENSIVE SIGN PLAN FOR THE TIMBERMILL BUILDING AND**
7 **THE ASPEN SNOWMASS SKIING COMPANY TENANT.**
8

9 WHEREAS, the Town Council adopted Ordinance No. 25, Series of 1984,
10 amending the Land Use Code, provided specific regulations for all commercial signs within
11 Snowmass Village, and rescinded Ordinance No. 28, Series of 1984, which imposed a
12 moratorium on the installation of commercial signs within Snowmass Village; and
13

14 WHEREAS, it was stated in Ordinance No. 28, Series of 1984, that due to unique
15 sign requirements in several areas of the community, a provision for a Comprehensive
16 Sign Plan which would allow flexibility in sign regulations may be proposed for
17 consideration if approved and adopted by the Town Council; and
18

19 WHEREAS, Ordinance No. 7, Series of 1989 approved the original Timbermill
20 Building's Comprehensive Sign Plan; and
21

22 WHEREAS, prior CSPs were also approved by the Town Council Ordinance 22,
23 1991 for the Aspen Skiing Company tenant signs at the Timbermill Building, and
24 Ordinance 20, 1990 for the CSP involving 4 Mall Directory and Directional signs, one of
25 which is located on the east side of the Timbermill Building along Fanny Hill; and
26

27 WHEREAS, Ordinance No. 4, Series of 1998, and Ordinance No. 7, Series of 2000
28 further amended and updated the Town's Land Use Code regarding Comprehensive Sign
29 Plan procedures and standards; and
30

31 WHEREAS, on August 12, 2025, Connect One Design ('Applicant') on behalf of
32 the Timbermill Building LLC ('Owner'), submitted an application dated August 8, 2025 to
33 consolidate, update, revise and/or replace the prior Comprehensive Sign Plan for the
34 Timbermill Building located on the Hive Building Parcel of 1.511 acres~ (or 1.621 acres
35 per land title survey dated August 20, 2024). Following a review of another CSP
36 Amendment review on an adjacent property, and the Planning Commission
37 recommendations thereon, the Applicant resubmitted an update of the CSP Amendment
38 application on November 21, 2025 dated November 10, 2025 which included an Aspen
39 Snowmass ski company consent letter dated November 19, 2025; and
40

41 WHEREAS, the Town's Planning Commission, during a meeting held on
42 December 17, 2025 has reviewed and evaluated the updated CSP Amendment against
43 the prior approved CSP and for compliance with the municipal code's procedures in

Section 16A-4-560, 'Comprehensive sign plan,' and its review standards relative to proposed revisions to the prior CSP approval following Subsection (6), 'Amendment,' and made its recommendations to the Town Council via Resolution No. 12, Series of 2025.

WHEREAS, a public hearing was scheduled for a Town Council meeting on January 5, 2026 and a public hearing notice was printed in the Aspen Times on December 17, 2025.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SNOWMASS VILLAGE, COLORADO:

Section One. Findings. The Town Council finds:

1) The proposed changes for a Consolidated Comprehensive Plan Amendment involving the Timbermill Building and its tenants, amending and restating the prior approved CSP, complies appropriately with Municipal Code Section 16A-4-560, 'Comprehensive Sign Plan,' its subsection (a), 'Purpose,' and its subsection (c)(6), 'Amendment,' and its subsection 'b.', 'Standards,' relative to the proposed changes:

a) **Purpose.** The Timbermill Building deserves flexibility, and the proposed CSP Amendments remains flexible in the best interest of the community.

b) **Not adversely affect sign plan.** The proposed amendments preserve and support the development and preservation of the entire sign plan, as restated. Appropriate regulations for the diverse types of signs are continuing to be addressed.

c) **Not adversely affect surrounding uses.** The proposed amendments preserve and support surrounding land uses. The Mall and Gateway Building signs are primarily directed inward toward the pedestrian mall.

d) **Not conflict with purposes.** The proposed amendments will not conflict with the purposes of this Division. The amended CSP maintains flexibility to support business needs for the tenants and fosters redevelopment and renovation opportunities that benefit the community.

e) **Not confer special benefit.** The proposed amendments will not provide exclusive advantages to any individual party.

Section Two. Action. The Town Council approves the proposed amended and restated Comprehensive Sign Plan for the Timbermill Building with the following conditions in Section Three below.

Section Three. Conditions. The Applicant shall comply with the following conditions:

1. The Amended Timbermill CSP will rescind and replace Ordinance No. 7, Series of 1989, approval of the original Timbermill Building's Comprehensive Sign Plan; and replaces the affected portion of Ordinance No. 20, Series of 1990 for the 4 Mall Directory and Directional Signs CSP (of which one sign is in front of the Timbermill building next to Fanny Hill), and rescinds Ordinance No. 22, Series of 1991, for the Aspen Snowmass ski company tenant signs pursuant to a consent letter dated November 19, 2025.
2. The amended and restated Consolidated Comprehensive Sign Plan for the Timbermill Building should incorporate an abatement provision for the affected signs that previously received a Town sign permit but that do not conform to the newly proposed CSP regulations, to be effective on the termination date and/or the renewal date of each individual business lease.
3. Any nonconforming business sign which was installed without issuance of a prior Town sign permit must be removed within 60 days of the effective date of the approval ordinance or replaced with a conforming sign and permit issuance within the same period.
4. Where feasible, the property owner should collaborate with other owners along the pedestrian mall to ensure consistency in signage standards. A unified comprehensive sign plan for the entire pedestrian mall area is encouraged.

INTRODUCED, READ, AND APPROVED on First Reading by the Town Council as motioned by Council Member Fridstein and seconded by Council Member Marolt on January 5, 2026, by a vote of 5 in favor and 0 opposed.

READ, APPROVED, AND ADOPTED on Second Reading by the Town Council as motioned by Council Member _____ and seconded by Council Member _____ on April 6, 2026, by a roll call vote with ____ in favor and ____ opposed.

116 TOWN OF SNOWMASS VILLAGE
117 TOWN COUNCIL

118

119

120 _____
Alyssa Shenk, Mayor

121

122 ATTEST:

123

124 _____
Megan Harris Boucher, Town Clerk

125

126 APPROVED AS TO FORM:

127

128

129 _____
Jeff Conklin, Town Attorney

130

131 **Attachments incorporated herein:**

132 ➤ Timbermill Comprehensive Sign Plan Amendment



COMPREHENSIVE SIGN PLAN

HIVE BUILDING PARCEL (TIMBERMILL BUILDING)

MARCH 31, 2026

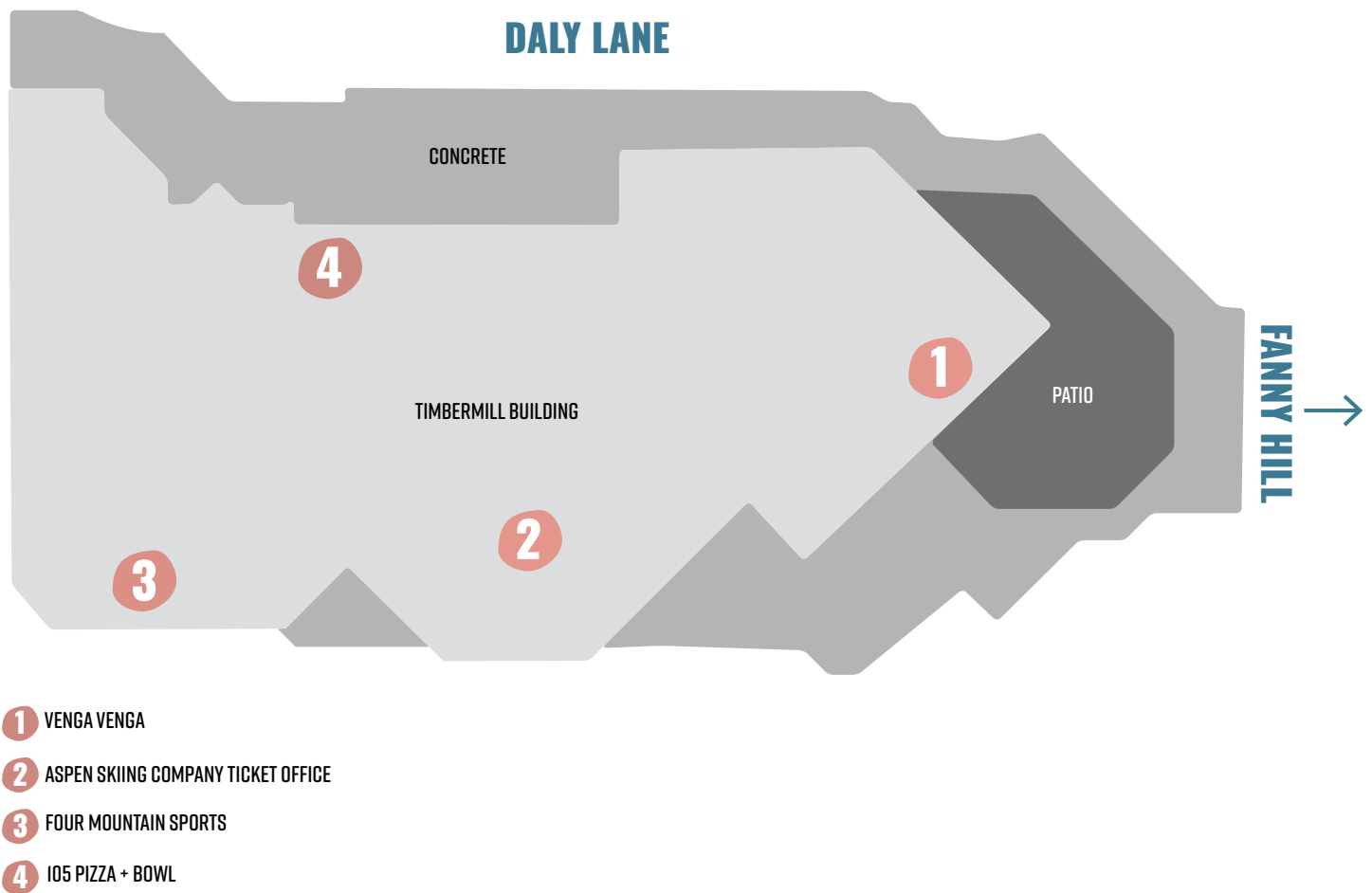


Figure 1. Timbermill Directory as of March 2026

CONSOLIDATED COMPREHENSIVE SIGN PLAN

HIVE BUILDING PARCEL (TIMBERMILL BUILDING)

PURPOSE

This Comprehensive Sign Plan (CSP) is intended to serve the following purposes:

- 1. Protect and celebrate the historic and creative character of the Snowmass Mall.** Snowmass Mall is a unique and culturally significant place whose identity is rooted in local history, artistic expression, and a long-standing tradition of creativity and individuality. This Manual seeks to preserve and enhance that character by honoring the Mall's historic context while encouraging thoughtful evolution. The design intent is not to freeze the Mall in time, but to allow it to remain dynamic—integrating traditional forms, materials, and textures with contemporary interpretations that reflect the spirit, energy, and creativity of the community. Signage should contribute to a sense of place that is distinctive, expressive, and authentic, reinforcing the Mall's reputation as a lively, engaging, and timeless destination.
- 2. Promote cohesive and orderly sign display while supporting visual interest.** This document provides design guidance and standards for owner and tenant signage within Snowmass Mall to ensure a cohesive visual environment without sacrificing individuality. The intent is to balance consistency and creativity by establishing expectations for quality, scale, placement, and materials, while allowing signs to complement architecture, enhance the pedestrian experience, and animate the Mall environment. Orderly display helps create a welcoming and navigable setting that communicates each business's identity clearly while reinforcing pedestrian scale and visual harmony.
- 3. Allow expressive, legible, and compatible signage that supports tenant identity and economic vitality.** Signs are a critical tool for business visibility, wayfinding, and brand expression. This document authorizes signage that is appropriate, expressive, and legible, recognizing the essential role signage plays in the success and economic stability of Snowmass Mall tenants. While maintaining overall unity and quality, the guidelines are intended to encourage creativity and craftsmanship so that each business can communicate its unique character. All signage should be designed and constructed with attention to safety, durability, and workmanship, and must comply with applicable requirements of this CSP and the Town of Snowmass Village.
- 4. Provide flexibility to accommodate change and support long-term economic sustainability.** Snowmass Mall contains a diverse mix of commercial uses that benefit from flexibility beyond standard sign regulations. This document is intended to allow adaptable signage solutions that respond to changing tenants, evolving business models, and seasonal or economic conditions. By permitting flexibility within a clear framework for quality and compatibility, the CSP supports business viability, encourages reinvestment, and helps ensure that Snowmass Mall remains a vibrant, economically resilient, and creatively rich commercial district over time.

PREAMBLE

PURPOSE AND AUTHORITY OF COMPREHENSIVE SIGN PLANS

This Comprehensive Sign Plan ("CSP") is a regulatory document authorized under Section 16A-4-560 of the Town of Snowmass Village ("T.O.S.V.") Municipal Code.

Unlike the T.O.S.V.'s general Sign Code, which establishes uniform standards for all properties, this CSP recognizes that the Hive Building area has special circumstances that deserved tailored regulations while still meeting the overall purposes of the T.O.S.V.'s sign regulations. This plan operates in addition to, not in replacement of, the T.O.S.V.'s Sign Code-modifying only those specific provisions explicitly addressed herein.

RELATIONSHIP TO TOWN CODE

- T.O.S.V. Sign Code remains in effect for all matters not specifically addressed in this CSP
- T.O.S.V. permits are still required for all signage under Section 16A-4 550(a)
- This CSP provides the framework within which T.O.S.V. Permits are evaluated for this property
- Only the provisions specifically contained within this CSP supersede general T.O.S.V.'s sign regulations

CONSOLIDATION OF PRIOR APPROVALS

This Consolidated CSP rescinds and replaces the following CSP's to create unified regulation under one comprehensive framework:

- Ordinance No. 7, Series of 1989, which established the original Comprehensive Sign Plan for the Hive Building Parcel (also known as and herein referred to as the "Timbermill Building")
- Ordinance No. 20, Series of 1990, which permitted up to four (4) mall directory/directional signs. This Ordinance has been included as Exhibit 'A' for reference.
- Ordinance No. 22, Series of 1991 (rescinded per consent letter dated November 19, 2025). This rescinded Ordinance has been included as Exhibit 'B' for reference.

All prior CSPs listed above are hereby rescinded in their entirety and replaced by this Consolidated CSP to eliminate potential conflicts and provide a unified regulatory framework.

COMMUNITY BENEFIT JUSTIFICATION

The Timbermill Building occupies a unique position in Snowmass Village as a prominent slopeside structure visible to users including; skiers, snowboarders and mountain bikers descending the mountain. This visibility from the Fanny Hill slope creates special circumstances that warrant flexibility from standard sign regulations. The building's location at the intersection of pedestrian, skiing, biking, and vehicular traffic requires signage that can effectively communicate to multiple audiences at varying distances and speeds of travel.

Simultaneously, businesses at the Timbermill Building face numerous economic challenges, including:

- Housing scarcity for the working class throughout Snowmass Village and the Roaring Fork Valley
- Rising labor costs
- Increased costs of goods sold



Figure 2. Being located slope-side, the Timbermill Building is given flexibility from the sign regulations in the CSP

In this environment, the Timbermill Building's distinctive slopeside identity becomes its greatest competitive advantage. As an international destination, the building welcomes visitors from around the world, many of whom may have limited English proficiency, creating both challenges and opportunities for effective communication through signage.

This CSP recognizes that:

1. **Slope-side Visibility:** Signs shall be readable from ski slopes and lifts, requiring larger scale and vibrant colors for wayfinding.
2. **Historic Character:** Existing signage that has served the community for decades should be preserved where it contributes to the authentic character of Snowmass Village
3. **Operational Continuity:** Long-standing business operations with established signage should not be unnecessarily disrupted when such signage has proven effective and safe
4. **Multi-Modal Access:** The building serves pedestrians, skiers, bikers and vehicles, requiring flexible signage solutions

This flexibility benefits the community by:

1. **Preserving Economic Vitality:** Supporting the Timbermill Building's unique businesses helps maintain the diverse commercial ecosystem that serves both residents and international visitors
2. **Maintaining Community Character:** The CSP's creative flexibility prevents the sterilization and standardization that would diminish the building's role as a distinctive slopeside destination.
3. **Supporting Tourism:** Enhanced signage communication (including multilingual elements) better serves our international visitor base, supporting the broader tourism economy.
4. **Ensuring Safety:** Slopeside visibility provisions ensure that skiers and snowboarders can effectively identify destinations and navigate safely.

With this context in mind, this CSP aims to provide guidelines that ensure quality while encouraging the creative expression that makes this part of Snowmass Village, a memorable destination.

SECTION 1: DEFINITIONS

Acrylic: A type of plastic material known for its clarity, weather resistance, and durability when used for signage. Often used for illuminated signs, dimensional letters, or panels.

Awning: A roof-like cover extending over or in front of a doorway or window as a shelter or decorative element, typically made of canvas or similar material on a frame.

Backlit Sign: A sign illuminated from behind, typically using LED or fluorescent light sources contained within an enclosed cabinet.

Banner: A temporary sign made of flexible material (such as vinyl, fabric, or canvas) with no enclosing framework, typically used for special promotions, events, or announcements.

Bracket: A structural support designed to hold a projecting or hanging sign securely to a building wall, column, or other structural element.

Building Directories: Large-format informational displays that provide comprehensive tenant listings and wayfinding maps for the entire Timbermill Building complex. These are typically installed at key locations like shuttle stops, stairways, and main entrances.

Building Identification Sign: Large-scale signage that identifies major buildings or anchors within the Timbermill Building complex, typically featuring the building name prominently displayed on the structure's facade.

Composite Materials: Engineered materials made from two or more constituent materials with significantly different physical or chemical properties. When combined, they create a material with characteristics different from the individual components. Examples include aluminum composite panels or fiber-reinforced composites.

CSP: Comprehensive Sign Plan: This document, which establishes signage guidelines for the Hive Building Parcel.

Halo-Lit Sign: Dimensional letters or logos mounted away from a surface and illuminated from behind to create a "halo" effect around the sign elements.

Hardware: The collection of physical components used to mount, attach, or support a sign, including brackets, bolts, screws, hinges, and other fasteners.

High Density Urethane (HDU): A closed-cell rigid foam material commonly used in the sign industry as an alternative to wood. It offers excellent durability, weather resistance, and can be routed, carved, and painted for dimensional signage.

Hive Building: The property known as the Hive Building Parcel, also referred to as the Timbermill Building, as referenced in the original Ordinance No. 7, Series of 1989.

Incandescent Light: A traditional form of lighting that produces light through a heated filament, typically enclosed in a glass bulb. These lights emit a warm glow but are less energy-efficient than newer lighting technologies.

Landlord: The owner of the Timbermill Building responsible for administering and enforcing this Comprehensive Sign Plan.

LED Light: Light Emitting Diode lighting, a highly energy-efficient lighting technology that uses semiconductor devices to convert electricity into light. LED "neon-look" technology is specifically permitted and not considered prohibited "neon"

Menu Boards: Professional display cases mounted outside restaurants that showcase current menus, daily specials, or featured items.

Neon Light: Traditional gas-filled glass tube lighting technology, which is prohibited. Modern LED technology that mimics neon appearance is permitted.

Operational Signage: Permanent sign fixtures designed to display changeable business information such as menus, hours, prices, or daily specials. Distinguished from temporary signage by the fixture's permanence and from standard permanent signage by the designed capability for routine content updates without requiring new permits.

Painted Sign: Graphics, text, or designs painted directly onto building surfaces as permanent or semi-permanent signage.

Pennants: Small, often triangular flags, typically connected in a series on a string or line and used as a decorative element or attention-getting device.



Figure 3. This is an example of a 'Operational Signage', as found in the definitions section of this document.



Figure 4. This is an example of a 'Painted Sign', as found in the definitions section of this document.

Pictogram: A symbol or simple picture that represents an object, place, or concept and communicates meaning across language barriers.

Pole-Mounted Banner: A sign made of flexible material (vinyl, fabric, or mesh) attached to a light pole, utility pole, or dedicated banner pole using permanent bracket systems, designed to enhance district identity, provide wayfinding, or promote seasonal events throughout the Timbermill Building complex.

Primary Locations: Areas designated as most suitable for particular sign types, typically offering optimal visibility, accessibility, or alignment with the intended function of the sign.

Projecting Sign: A sign attached to and projecting from a building wall or column and not parallel to the wall or column.

Sandwich Board: A portable, self-supporting, A-frame sign with two sign faces, typically placed on a sidewalk or exterior area adjacent to a business entrance to advertise daily specials or attract foot traffic.

Secondary Locations: Areas that are acceptable but not optimal for particular sign types, often with limitations or additional requirements to ensure appropriate integration.

Slopeside: The building faces or areas visible from ski slopes, ski lifts, or ski runs

Shop Drawings: Detailed technical drawings created by a sign manufacturer or fabricator that show exact dimensions, materials, construction methods, mounting details, and other specifications needed to fabricate and install a sign accurately.

Tenant: Any business or entity leasing space within the Hive Parcel/Timbermill Building complex.

T.O.S.V: Town of Snowmass Village

Wall Mounted Sign: A sign attached parallel to the wall of a building or structure.

Wayfinding Signs: Directional signage that guides visitors through the property, typically mounted on posts or walls at decision points. These signs feature arrows pointing toward specific destinations, businesses, or amenities.

Wildcard Variance: An approved exception to the standard requirements of this Comprehensive Sign Plan, granted by the Landlord based on criteria outlined in the Wildcard/Variation Provisions section.

Window Cling: A vinyl or similar material applied directly to glass surfaces, typically printed with graphics, text or designs. May be perforated or solid.

Window Sign: Any sign, symbol, or display installed on, affixed to, painted on, or visible through a window.



Figure 5. This is an example of a 'Projecting Sign', as found in the definitions section of this document.



Figure 6. This is an example of a 'Wall Mounted Sign', as found in the definitions section of this document.

SECTION 2: GENERAL OBJECTIVES

The intent of this CSP is to set forth guidelines that ensure construction quality while encouraging individuality and creativity in signage design. This policy promotes an image of contemporary good taste along with a spirited, eventful approach to merchandising of goods and services within and about the Timbermill Building.

This policy is written expressly to promote the unique character, heritage, and spirited approach that distinguishes the Timbermill Building from newer, more standardized developments.

The CSP establishes clear standards for:

- Sign design philosophy and creative standards
- Landlord review and approval processes
- Specific dimensional and placement guidelines
- Material and illumination appropriateness
- Construction quality, safety, and installation standards as set forth in Section 10

The following guidelines apply to all office, retail, service, community, and restaurant signage within the Hive Parcel and Timbermill Building.

SECTION 3: APPROVALS & PERMIT

Landlord Review Authority

All sign designs shall be reviewed and approved by the Landlord (Hive Partners or their designated representatives) prior to installation. Landlord approval establishes compliance with this CSP but does not eliminate the requirement for T.O.S.V. sign permits. The approval requirements set forth in this section apply to all sign types described in Section 4 unless a specific provision expressly states otherwise.

T.O.S.V. Permit Requirements

All signs require T.O.S.V. permits pursuant to Section 16A-4-550(a) of the Sign Code. The CSP approval establishes the framework within which individual permits shall be evaluated

Permit Process

- Obtain Landlord approval under this CSP
- Submit T.O.S.V. permit application with Landlord authorization
- T.O.S.V. permit approval based on CSP compliance

Submission Requirements

The following information shall be included in all submissions to the Landlord:

1. **Detailed shop drawing or mockup** of the proposed sign showing dimensions, materials, colors, and attachment methods
2. **Hive/Timbermill Building map** keying the location of the proposed sign or signs
3. **Material specifications** demonstrating compliance with durability and aesthetic requirements
4. **Electrical plans** if illumination is proposed, showing wiring methods and light sources

Non-Conforming Signs

Any sign which does not conform to this consolidated CSP will be permitted to remain in place, provided it received prior T.O.S.V. permits or approval under previously adopted CSPs, meets current safety standards, and does not adversely affect the aesthetic quality of the Timbermill Building. Non-conforming signs may be replaced or substantially altered only in conformance with this CSP or alternatively may apply for a formal T.O.S.V. variance as described in Section 16A-4-580.

Removal of Vacated Tenant Signage

Upon tenant departure, the Landlord shall remove all signage, window clings, operational signage content, and other tenant-specific visual elements within ninety (90) days of the tenant vacating the premises.

The goals of removal of vacated tenant signage are as follows:

- Maintain professional appearance of the Timbermill Building
- Accurate wayfinding and directory information for visitors
- Elimination of visual clutter from outdated or irrelevant signage
- Timely preparation of spaces for incoming tenants

The ninety (90) day period begins on the date the tenant surrenders possession of the leased premises. Signage associated with short-term vacancies (such as seasonal closures) where the same tenant will return is exempt from this requirement.

CSP Distribution Responsibilities

All existing and new tenants shall be provided with a copy of this Comprehensive Sign Plan upon lease signing or renewal. Landlord will ensure that tenants acknowledge receipt and understanding of these guidelines as part of their lease agreement. This process ensures consistent application and understanding of CSP requirements throughout the Hive Parcel & Timbermill Building

SECTION 4: DIMENSIONAL STANDARDS

WALL MOUNTED SIGNS

Size standards by storefront width

- Small Storefronts (≤25 linear feet): Maximum 10 square feet
- Medium Storefronts (26-40 linear feet): Maximum 18 square feet
- Large Storefronts (41-60 linear feet): Maximum 25 square feet

Dimensional Limits

- Maximum Projection: 8 inches from Building Face
- Minimum Ground Clearance: 8 feet when over pedestrian areas

BUILDING IDENTIFICATION SIGNS

Large format building identification signs may exceed standard limitations with Landlord approval, maximum 30 square feet subject to the approval process in Section 3

PROJECTING SIGNS (HANGING/BRACKET-MOUNTED)

Size Standards

- Circular Signs: Maximum 8 square feet total area
- Rectangular Signs: Maximum 10 square feet total area
- Custom Shapes: Maximum 10 square feet total area

Installation Requirements

- Minimum Ground Clearance: 8 feet over pedestrian walkways, 6 feet over planted areas
- Maximum Projection: 48 inches from building face
- Hardware: Professional-grade brackets colored to complement the building

PAINTED SIGNS - SLOPESIDE SPECIAL PROVISION

Purpose: Painted signs on slopeside building faces are specifically permitted to ensure visibility for skiers and snowboarders for wayfinding purposes.

Standards:

- Location: Permitted on building faces visible from ski slopes and lifts
- Slopeside (facing ski slopes) and Non-Slopeside Faces (facing Silvertree Parcel and other directions): Maximum 3 feet letter height (See Section 3 for approval process.)
- Total Sign Area: Proportional to building face, not to exceed 15% of the wall area on which it is displayed
- Colors: Vibrant, high-contrast colors are encouraged to ensure visibility in varying weather and light conditions
- Content: Business name, logo, and essential wayfinding information
- Maintenance: Shall be maintained in good condition with no peeling, fading, or deterioration
- Existing Signs: Existing painted signs exceeding these dimensional standards may be approved under Section 8: Pre-Approved Wildcards

Justification: The unique slopeside location requires signage visible from distances of 100 plus feet by moving skiers and snowboarders. Painted signs provide the scale and visibility necessary for safe navigation and business identification from the slopes.

WINDOW SIGNS

Permitted Types

- Hand painting, decals, window clings
- Silk-screening on glass, gold leaf, etching
- LED “neon-look” technology on no more than 10% of the window
- No solid or structural backing permitted

WINDOW CLINGS

Window clings shall adhere to the following guidelines. (See Section 3 for approval process.)

Primary Locations:

- Window clings may be used in service areas where privacy is desired
- Window clings may be used to mask storage or back-of-house areas, including full window coverage to completely screen back-of-house activities from public view
- Window clings with compelling graphics or design elements may be used as part of an overall storefront design

Discouraged Locations:

Storefront windows where visibility into the store is important for customer engagement areas where window clings would create a “blocked off” appearance that diminishes the vibrancy of the Timbermill Building



Figure 7. Painted signs on slope-side facades are given special provisions in this CSP

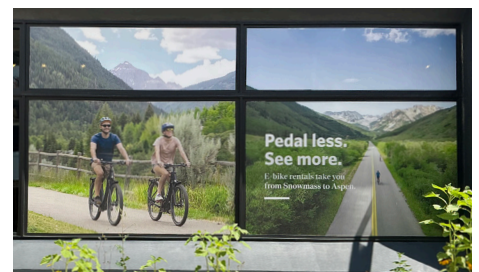


Figure 8. Window signs and clings may be included with the approval of the landlord.

Advertising Limitations:

- Artistic, architectural, privacy, or wayfinding graphics may cover any percentage of window area subject to Landlord approval

Design Quality:

- Window clings shall be of professional design and print quality
- Graphics shall contribute positively to the aesthetic of the Timbermill Building
- Excessively busy or cluttered designs may be denied approval

Content:

- Window clings may include business branding, artistic elements, and product information
- Window clings shall not be used primarily for posting sale information or temporary announcements
- Content shall not contain offensive imagery or text

Coverage:

- Full window coverage may be approved in appropriate locations
- Partial coverage shall be designed to complement the overall storefront appearance

AWNING SIGNS

Size Limitations

- Letter Height: Maximum 8 inches (ground level), 10 inches (upper levels visible from slopes)
- Text Width: Maximum 84 inches total

Area Inclusion

- Tenant awning sign areas shall be included within projecting, wall or overhanging sign area limitations for that particular unit
- On-premise building awning size, location, and design are subject to the approval process in Section 3

Design Standards

Awning signs shall complement the overall building architecture and contribute to the cohesive visual character of the Timbermill Building while allowing individual business expression through appropriate use of graphics, colors, and text.

BUILDING DIRECTORIES AND WAYFINDING SIGNS

Landlord-Installed Directories

Building directories may be erected by the Landlord at egress and stairway locations throughout the properties. These directories serve essential wayfinding functions and are not subject to individual tenant sign limitations.

Size Standards

- Upper Level Directories: Maximum 6 square feet in size
- Pedestrian Mall Directories: May exceed 10 square feet where legibility and comprehensive tenant listings require it. (See Section 3 for approval process)
- Additional Directional Signage: Limited dimensions, installed only as necessary to improve pedestrian circulation. (See Section 3 for approval process)



Figure 10. Window clings may include business branding



Figure 9. Awning signs shall complement the overall building architecture and contribute to the cohesive visual character of the Hive Parcel/ Timbermill Building

Operational Status

Mall directories and maps shall be considered permanent installations. Additional directional signage of limited dimensions shall be considered temporary signage and subject to periodic review for continued necessity.

Directory Content and Maintenance Responsibilities

Upon approval of the Landlord, the T.O.S.V. may install and maintain directory information within the operational signage structures identified in Ordinance No. 20, Series of 1990 (Exhibit A). Directory content shall be limited to:

- Color-coded maps of the Mall Complex
- Comprehensive tenant listings and locations
- Wayfinding information for parking and building access
- Public service information as approved by the Landlord and T.O.S.V.

The Landlord remains responsible for:

- The structural integrity and maintenance of the sign fixtures themselves
- Ensuring all directory structures comply with dimensional and safety standards established in this CSP
- Coordinating with the T.O.S.V. regarding content updates and maintenance schedules

Existing individual tenant advertising, promotional imagery, menu displays, or other business-specific marketing content may continue until such time as the T.O.S.V. directs otherwise in writing, with no less than 30 days' notice to the tenant.

POLE-MOUNTED BANNER STANDARDS

Pole-mounted banners serve to enhance district identity, promote seasonal events, provide wayfinding assistance, and create a cohesive visual experience throughout the Hive Parcel. These banners contribute to the vibrancy and character of the pedestrian environment while maintaining professional design standards.

Permitted Types

- Seasonal Banners: Installations promoting seasons, or holidays
- Wayfinding Banners: Directional or informational banners assisting with navigation
- Promotional Banners: Business promotions or community messaging

Design & Dimensional Standards

- Maximum Size: 24 inches wide x 48 inches tall per banner
- Double Sided
- Mounting Height: Minimum 8 foot clearance from bottom of banner to ground
- Materials to be professional-grade weather-resistant vinyl or fabric designed for exterior conditions
- Hardware: Color of bracket to match color of pole
- Installation Standards: Banners may only be mounted on light poles that were designed and manufactured to accommodate banner bracket systems. All bracket hardware shall be manufacturer-approved for the specific pole type.

Approval Process

- See Section 3 for approvals process.

SECTION 5: TEMPORARY SIGNAGE STANDARDS

Short-Term Temporary Signs (Maximum 14 days, T.O.S.V. permit required)

- Banners (non-pole mounted) & Event Signs
- Freestanding: Maximum 9 square feet (T.O.S.V. Code compliance)
- Banners: Maximum 3 feet high x 12 feet long
- Event Signage: Maximum 12 square feet
- Permit Required: All temporary signs require Landlord authorization

Portable Daily Signs (Sandwich Boards)

- Dimensions: Maximum 24 inches wide x 36 inches high
- Professional Standards: Weatherproof construction, consistent design
- Placement: Within 12 feet of business entrance, cannot obstruct pedestrian flow
- Storage: Shall be stored indoors when business closed
- Status: Requires Landlord Approval

Operational Signage (Permanent fixtures with changeable content)

- Maximum Size: 6 square feet
- Professional Standards: Weatherproof construction, consistent design
- Changeable Content: Permitted for restaurants and food service

Directional Signs

- Maximum Size: 6 square feet per sign face. Double faced signs are permitted.
- Content: Wayfinding, Parking and Facility Information only
- Materials: Durable and appropriate for exterior mountain conditions including snow load, UV exposure, and freeze-thaw cycles. Permitted materials include but are not limited to wood, metal, high density urethane, acrylic and composite materials.
- Design Standards: Design aesthetic is flexible and may reflect individual tenant or building identity provided the sign reads clearly as a wayfinding element. Arrow and directional graphic treatments shall be consistent in style within any single wayfinding system installed by one tenant or the Landlord.
- Illumination: Per Section 10



Figure 13. Short-term temporary signage such as banners may be installed under approval by the Landlord.



Figure 11. Sandwich boards must not obstruct pedestrian flow

SECTION 6: SPECIAL DESIGN REQUIREMENTS

Design Flexibility Standards

Shape Requirements: All proposed sign shapes will be approved on an individual basis. Creative and distinctive shapes that reflect the business identity and contribute to the unique character of the Timbermill Building are encouraged. Custom shapes may include but are not limited to organic forms, geometric designs, business-related silhouettes, and architectural elements that complement the building design. Signs may be double or single face depending on installation location and landlord approval.

Size Evaluation Criteria: Businesses are permitted signs of appropriate size for their storefront, up to 110% of the CSP dimensional standards. Sign size will be evaluated based on the following factors:

- Proportionality to the storefront and building scale
- Visibility needs and pedestrian sight-lines
- Aesthetic harmony with surrounding signage



Figure 12. The Landlord may approve signage that is visually interesting and enhances the building's character.

- Contribution to the overall character of the Timbermill Building
- Impact on neighboring businesses and public areas

The Landlord and T.O.S.V. reserve the right to limit sign size if a proposed sign would overwhelm neighboring businesses or detract from the overall appearance of the property.

Sign Quantity Standards

Primary Sign: Allocation: Each business frontage with an actively used access point is permitted one primary sign, which may be wall mounted, projecting, or hanging style. Signs may be double or single face depending on the installation location as determined by the Landlord.

Additional Sign Provisions

- **Hardship Exception:** Where strict application may result in exceptional practical difficulty due to unique physical proximity of a tenant's unit, one additional sign of limited dimensions may be allowed subject to Landlord and T.O.S.V. approval
- **Large Frontage Exception:** Businesses with more than thirty (30) linear feet of frontage may be permitted one additional sign, subject to special consideration and Landlord and T.O.S.V. approval

Installation Requirements

Height Clearances

- Pedestrian Areas: Minimum 8 foot clearance from bottom of sign to ground plane
- Planted Areas: Minimum 6 foot clearance from bottom of sign to ground plane over columns
- Design Consideration: Height requirements may affect shape design and should be reviewed before completing submission packages

Lighting and Hardware Standards

Each tenant may provide and install lighting and brackets for signs, with the following requirements:

- **Fixture Consistency:** All fixtures and brackets shall be consistent with the overall design aesthetic of the Timbermill Building
- **Lighting Types:** All lights shall be indirect LED, LED "neon-look" strips and tubes, or incandescent lighting
- **Hardware Integration:** Brackets and mounting systems shall be colored to complement building design and sign aesthetics

Content and Communication Standards

Primary Content Requirements: Except for public direction or information signs, the predominant text or graphic on any wall mounted, projecting, or hanging sign shall be the business name or logo.

Secondary Content Permitted: Signs may include the following additional elements when they enhance communication of business identity or offerings:

- Business taglines and descriptive text
- Product or service information
- Operational details (hours, contact information)
- Multilingual elements for international visitors

Safety and Code Compliance

Fire Lane Restrictions: No sign, banner, or associated support features may project within the fire lane in a manner that obstructs width or height clearance needed for emergency response vehicles.

Structural Safety Requirements: All signs shall comply with applicable building codes and safety standards as outlined in Section 10: Construction & Safety Standards of this CSP.

SECTION 7: MULTILINGUAL AND UNIVERSAL DESIGN

The Timbermill Building welcomes visitors from around the world, many of whom may have limited English proficiency. Effective communication with international visitors enhances their experience and helps businesses better serve this important customer base. The following guidelines address multilingual communication through signage:

Encouraged Elements

- Multilingual elements for international visitors
- Internationally recognized symbols and pictograms
- QR codes linking to multilingual information
- Universal design elements that communicate across language barriers

Design Integration

Multilingual elements shall be designed as integrated parts of overall sign design, maintaining aesthetic quality and professional appearance.

Approval Process

- All multilingual elements shall meet the same quality standards as English text
- Professional translation services are recommended to ensure accuracy
- The Landlord may request verification of translation accuracy

SECTION 8: WILDCARD/VARIATION PROVISIONS

This section establishes two distinct mechanisms for sign approval flexibility. Wildcard Variations are administrative exceptions granted by the Landlord within the parameters of this CSP and do not require formal municipal variance proceedings. T.O.S.V. Variances are formal exceptions to T.O.S.V. sign regulations processed through the Planning Commission pursuant to Section 16A-4-580. These are separate instruments — Landlord approval of a Wildcard Variation does not constitute or substitute for a T.O.S.V. Variance, and a T.O.S.V. Variance does not eliminate the requirement for Landlord approval under this CSP.

Types of Variations Permitted

The Landlord may grant Wildcard Variations to the standards established in this CSP to accommodate creative expression, unique business needs, and existing signage conditions. The following categories of Wildcard Variations are permitted:

Size Variations: The Landlord and T.O.S.V. may approve signs that exceed the standard size limitations where the larger sign is proportional to the storefront or building area as described in the Wildcard Variations, the design is of exceptional quality and enhances the character of the property, and the sign does not negatively impact adjacent tenants or public areas.

Material Variations: The Landlord and T.O.S.V. may approve alternative materials that maintain high quality and durability standards, complement the building architecture, and represent innovative design or technology.

Unique Designs: The Landlord and T.O.S.V. may approve unique or non-standard sign designs that represent creative excellence, enhance the vibrant, eventful character of the Mall and add visual interest and appeal to the property.

Historical/Heritage Recognition: The Landlord and T.O.S.V. may approve variations to standard requirements for signs that pay tribute to the historical aspects of the Timbermill building, commemorate significant historical figures involved with the early Mall era, reinforce the authentic “Old Town” character that distinguishes the Mall, and incorporate design elements that reference the Mall’s history and heritage.

Approval Thresholds

Tier 1: Automatic Landlord Approval with T.O.S.V. Notification, Submittal and Approval

Signs meeting the following criteria require only Landlord approval, with notification, submittal and approval to the T.O.S.V.:

- Size Variations: Up to 110% of CSP dimensional standards
- Material Substitutions: Equivalent or superior quality alternatives to materials specified in this CSP
- Minor Design Modifications: Adjustments to color, font, layout, or decorative elements that do not alter the fundamental character or scale of approved sign types

Tier 1 Process

To request a Tier 1 Wildcard Variation, the tenant shall:

1. Submit a detailed written proposal to the Landlord describing the requested variation and the rationale for the exception
2. Provide visual examples, material samples, or mockups sufficient for the Landlord to evaluate the request
3. Address how the variation maintains the overall intent and quality standards of this CSP

The Landlord shall review the submission and issue a written decision within 30 days. Approved Tier 1 Variations require Landlord written authorization before submission of a T.O.S.V. permit application. The Landlord shall notify T.O.S.V. in writing of all approved Tier 1 Variations as part of the annual reporting obligation established in Section 11. Tier 1 approval by the Landlord does not substitute for any required T.O.S.V. permit.

Tier 2: T.O.S.V. Variance Required (Formal Section 16A-4-580 process)

Tier 2 applies to departures from CSP standards that exceed the Tier 1 thresholds or that conflict with T.O.S.V. regulations not specifically addressed in this CSP. Tier 2 requires formal variance approval through T.O.S.V.’s Planning Commission pursuant to Section 16A-4-580. The following circumstances require Tier 2 review:

- Size Variations: Over 110% of CSP dimensional standards requires approval through the T.O.S.V.’s Planning Commission.
- Code Conflicts: Any provisions conflicting with other T.O.S.V.’s regulations not specifically addressed in this CSP
- Precedent-Setting Designs: Unique or innovative sign concepts that require formal T.O.S.V. review to establish compatibility with community character

Tier 2 Process:

To request a Tier 2 T.O.S.V. Variance, the tenant shall:

1. First obtain a written determination from the Landlord confirming that the request exceeds Tier 1 parameters and requires formal variance proceedings
2. Submit a formal variance application to T.O.S.V. pursuant to Section 16A-4-580, including the Landlord's written determination
3. Provide all documentation required by T.O.S.V. for Planning Commission review, including visual examples, material samples, site context, and design rationale
4. Address how the proposed sign maintains the overall intent and quality of this CSP and is compatible with the character of the Timbermill Building and the Mall

T.O.S.V. Planning Commission approval does not substitute for Landlord approval under this CSP. Following a successful T.O.S.V. Variance, the tenant shall return to the Landlord to complete the approval process established in Section 3 before proceeding to permit application.

Evaluation Standards

In evaluating both Tier 1 and Tier 2 requests, the Landlord and T.O.S.V. shall consider the following:

- Whether the proposed variation maintains the visual quality and cohesive character of the Timbermill Building and the Mall
- Whether the sign is proportional to the storefront, building scale, and surrounding signage
- Whether the variation negatively impacts adjacent tenants, pedestrian areas, or public sightlines
- Whether the design represents genuine creative excellence rather than a routine request to exceed dimensional limits
- Whether the variation is consistent with the purposes of this CSP as established in the Preamble

The Landlord shall use professional discretion in evaluating all variation requests, with the goal of fostering creativity while maintaining a cohesive, high-quality visual environment throughout the Mall.

SECTION 9: NON-CONFORMING SIGNS

Legal Non-Conforming Status

For non-conforming sign status, see Section 3.

Triggered Compliance

Legal non-conforming signs shall be brought into CSP compliance only when:

- Sign requires structural repair exceeding 50% of replacement cost
- Business ownership changes and new signage is desired
- Voluntary upgrade is undertaken by tenant

Voluntary Upgrades

- Fast-track approval process for compliance upgrades
- Landlord design assistance coordination
- Multi-year phased implementation plans accepted

Required Compliance Timeline

- Upon triggered event: 90 days to submit compliant design
- Installation completion: Within 12 months of approval
- Interim safety requirements: Immediate compliance for safety violations

SECTION 10: CONSTRUCTION & SAFETY STANDARDS

Materials

Signs may be constructed of any durable material appropriate for exterior use including but not limited to: wood, metal, high-density urethane, acrylic, glass, stone, or composite materials. Materials shall be selected for their durability, aesthetic quality, and appropriateness to the building architecture and business identity. Innovative and unique material choices are encouraged when they contribute to the creative character of the Timbermill Building environment.

Color Usage

Any color may be considered for background or any graphic design or illustration to be incorporated into the design. Creative and distinctive use of color is encouraged to contribute to the character of the Timbermill Building. Bracket and hardware shall be colored to complement the design and building architecture.

Construction Requirements

- Professional-grade construction and installation meeting all applicable building codes
- Structural integrity: All sign structures shall be designed and constructed in a manner that is safe, and shall minimize extra bracing, angle iron, guy wires, cables, etc.
- Safety standards: No sign structure shall contain protruding elements, exposed electrical components, or materials that create a safety hazard to pedestrians or vehicles
- Concealed wiring: The wiring of all signs shall be contained in raceways or enclosed in poles or comply with the Electrical Code as adopted by the T.O.S.V. In no case shall the wiring be exposed to the view of the public
- Glass requirements: Any glass forming a part of any sign shall be heavy safety glass, having a minimum thickness of one-fourth ($\frac{1}{4}$) inch. Where any single piece or pane of glass has an area exceeding three (3) square feet, it shall be wired glass

Hardware Standards

All brackets and mounting hardware shall be:

- Colored to complement building design and sign aesthetics
- Professional-grade materials appropriate for exterior mountain weather conditions
- Free of exposed bracing, guy wires, or sharp edges that could pose safety hazards
- Concealed fastening systems where possible to maintain clean appearance

Shape and Design Flexibility

See section 6

SECTION 11: ENFORCEMENT & COMPLIANCE

Landlord Responsibilities

The Landlord shall administer this CSP in accordance with the review and approval process established in Section 3. Specific Landlord responsibilities include:

- Reviewing and approving all tenant sign submissions prior to T.O.S.V. permit application, as set forth in Section 3
- Ensuring installed signage conforms to Landlord-approved designs and CSP standards
- Maintaining a current written inventory of all signs within the Hive Building, updated within 30 days of any approved installation, modification, or removal
- Submitting an annual written report to the T.O.S.V. Planning Department by January 31 of each year identifying all sign modifications approved under this CSP during the preceding calendar year, including permit numbers, sign types, and locations
- Coordinating with T.O.S.V. on permit submissions, variance requests, and compliance matters as described in Section 3

Town Authority

T.O.S.V. retains full municipal authority over all signage within the Hive Building regardless of Landlord approval status under this CSP. Specific T.O.S.V. responsibilities include:

- Issuing all required sign permits pursuant to Section 16A-4-550(a), evaluated within the framework of this CSP as established in Section 3
- Inspecting installed signage for code compliance, structural safety, and conformance with approved permits
- Enforcing violations of T.O.S.V. sign regulations, including issuing notices of non-compliance and requiring correction or removal within a reasonable specified period
- Reviewing and acting on variance requests that exceed the parameters of this CSP pursuant to Section 16A-4-580, as referenced in Section 8

Tenant Responsibilities

No sign shall be installed, modified, or removed without first completing the approval process established in Section 3. Tenants shall:

- Submit complete sign proposals to the Landlord prior to any T.O.S.V. permit application
- Install signage only in conformance with Landlord-approved designs and T.O.S.V.-issued permits
- Maintain all approved signage in good condition, free of peeling, fading, structural deterioration, or safety hazards
- Remove or repair any sign identified as non-compliant within 90 days of written notice from the Landlord or T.O.S.V.

SECTION 12: AMENDMENTS

Any amendments to this CSP shall follow the formal process established in T.O.S.V. Code Section 16A-4-560(6), including Planning Director review, Planning Commission recommendation, and T.O.S.V. Council approval.

No amendments may be made at the sole discretion of the landlord. All amendments require the same procedural standards applied to this initial CSP application.

SECTION 13: SPECIAL TENANT PROVISIONS

All tenants, including the Aspen Skiing Company, shall comply with the standards set forth in this CSP. Variances for any tenant shall be processed exclusively through Section 8.

END

SNOWMASS VILLAGE TOWN COUNCIL
ORDINANCE NO. 20
SERIES OF 1990

AN ORDINANCE APPROVING A COMPREHENSIVE SIGN PLAN TO PERMIT UP TO FOUR (4) MALL DIRECTORY/DIRECTIONAL SIGNS.

WHEREAS, Shell Properties, in conjunction with other Mall area property owners (applicants) are requesting comprehensive sign plan approval to permit up to four (4) directory/directional signs at the Mall; and

WHEREAS, a public hearing was held on January 7, 1991 to receive public comment; and

WHEREAS, the Town Council has reviewed the application and heard the recommendations of the Town Staff; and

WHEREAS, the Town Council finds the following:

1. The Plan has been submitted in accordance with requirements of the Snowmass Village Land Use and Development Code, as described in Section 16.030.
2. The proposed signage will not adversely affect the surrounding land uses.
3. The proposed signs are consistent with the purposes of Section 16.030 of the Land Use and Development Code.
4. The applicant withdrew Sign No. 1, which is located on Town property, from consideration at this time. Re-application may be made sometime in the future as warranted.

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

The Town Council hereby approves the Mall Directory Comprehensive Sign Plan, attached hereto as Exhibit A, for directory/directional signs located as shown on Exhibit B, subject to the following conditions. Said Plan shall supersede the Town's sign regulations, as described in Chapter 16.0 of the Land Use Code, only with respect to those provisions or regulations specifically contained within this Comprehensive Sign Plan which are at variance with the Community Signage regulations.

Section One: Conditions

1. The applicants shall execute a License Agreement with the Town prior to obtaining a sign permit for the sign intended to be located within Town Property.
2. The applicants shall submit a joint maintenance agreement, which sufficiently provides for the long term repair, replacement, and maintenance of the subject signs, prior to obtaining a sign permit.

TC Ord 90-20

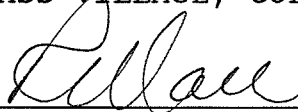
Page 2

3. The applicants shall be notified of any violations of the above agreements. Applicants shall exhibit due diligence in attempting to resolve the problem. Failure by the applicants to resolve the problem within a reasonable period of time may be cause to require that any or all of the signs be removed, particularly if the signs fall into considerable despair or present a potential hazard to public health or safety.
4. All free-standing signs shall be located within a landscaped area. Shrubs or other vegetation shall be placed so as to aid in visually reducing or screening sign mass and to deter skiers from stacking skis against the sign face. The landscaping plan shall be reviewed and approved by the Town Planner prior to obtaining a sign permit.
5. The existing 4' x 9' Mall directory located near the Snowmass Real Estate building and four (4) 3' x 5' directories located within the Shell Properties parcel shall be removed within six (6) months of this approval or at the time of final installation of the new directories, whichever occurs first.
6. Approval shall be revoked for any signage contained within this sign plan if said sign is not installed and operational within six (6) months of the effective date of this ordinance.
7. The top of Sign No. 4 may not extend above the Timbermill deck top railing.
8. Applicant agrees to relocate Sign No. 2 to the alternate location shown on Exhibit B, at applicants expense, if in the opinion of the Town Transportation Director the approved location unreasonably conflicts with bus unloading operations or in any way presents a potential hazard to public health, safety, or welfare. Should relocation be warranted, the applicant may chose to remove said sign at his expense rather than to relocate it.

INTRODUCED, READ AND ADOPTED on first reading by the Town Council of the Town of Snowmass Village, Colorado on the 17th day of December, 1990 by a vote of 5 to 0. Blake and Unger abstained.

INTRODUCED, READ AND ADOPTED on second reading by the Town Council of the Town of Snowmass Village, Colorado on the 7th day of January, 1991 by a vote of 5 to 0. Blake and Unger abstained.

SNOWMASS VILLAGE, COLORADO


RICHARD G. WALL, Mayor



AMBER HARMON, Town Clerk

EXHIBIT A

TC Ord 90-20
Exhibit A
Page 1 of 2



**Shell
Management
Corporation
of Colorado**

Real Estate
Property Management

Box 5689

Snowmass Village,
Colorado
81615

Telephone
303/923-5445

A Shell Group
Company

29 OCTOBER 1990

MR. DOUG DOTSON
TOWN PLANNER
TOWN OF SNOWMASS VILLAGE
SNOWMASS VILLAGE, CO 81615

fax: 923-6083

RE: CONSENT TO COMPREHENSIVE MALL DIRECTORY AND
DIRECTION SIGNAGE APPLICATION

DEAR MR. DOTSON:

THE FOUR (4) MAJOR MALL OWNERSHIPS AND THE SNOWMASS
RESORT ASSOCIATION AND ASPEN SKIING COMPANY INTEND
TO COOPERATE IN THE CREATION OF A COMPREHENSIVE
MALL DIRECTORY AND DIRECTION SIGNAGE PROGRAM.

THE PROPOSED COMPREHENSIVE PROGRAM CONTEMPLATES THE
CONSTRUCTION, ERECTING, AND ON-GOING MAINTENANCE OF
FOUR (4) MALL DIRECTORIES. EACH WILL BE BUILT
ACCORDING TO THE ENCLOSED SPECIFICATIONS.
PARTICULARLY, EACH CENTER PANEL WILL CONTAIN THE
ENCLOSED "MALL MAP."

THE AFFECTED PARTIES TO THIS COMPREHENSIVE PLAN
INCLUDE: RDR, SILVERTREE RETAIL, SHELL PROPERTIES,
HIVE PARTNERS, S.R.A., A.S.C. AND TOSV. EACH BY
THEIR ATTACHED SIGNATURES HAS APPROVED TO THE
APPLICATION PROCESS.

THE INTENT OF THE PARTIES IS TO GAIN APPROVAL OF
THE TOWN OF SNOWMASS TO PROCEED WITH THE NECESSARY
APPLICATION TO PERMIT INSTALLATION OF THE
COMPREHENSIVE SIGNAGE, AND TO WORK WITH THE TOWN TO
DRAFT A COMPREHENSIVE SIGN PLAN, CREATING AN
ASSOCIATION WHICH GOVERNS THE CONSTRUCTION,
INSTALLTION, UPKEEP AND MAINTENANCE OF ALL THE
COMPREHENSIVE SIGNS.

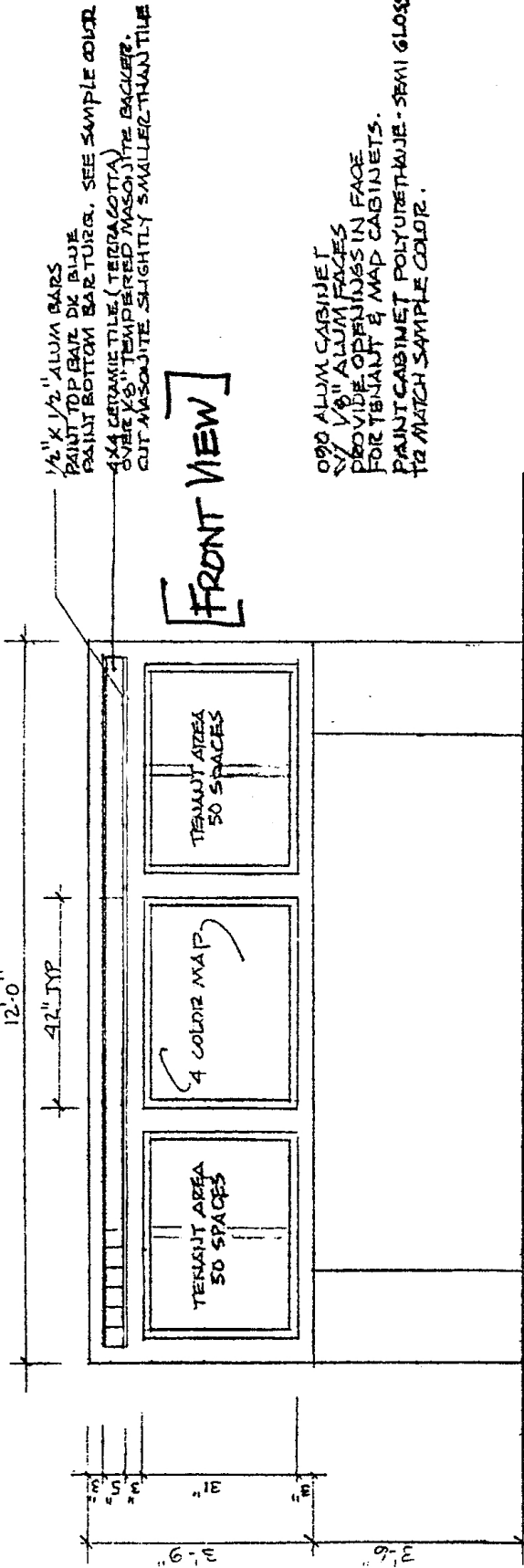
WE ARE REQUESTING ADMINISTRATIVE APPROVAL TO
PROCEED AND FURTHER INTEND TO FINALIZE AND PRESENT
TO THE TOWN OF SNOWMASS VILLAGE FOR APPROVAL A
COMPREHENSIVE SIGN PLAN OVERLAY TO THE PROPERTIES
CURRENT SIGN PLANS.

SINCERELY,

JOHN C. UNGER
VICE PRESIDENT

TC Ord 90-20
Exhibit A
Page 2 of 2

[TOP VIEW]



[FRONT VIEW]

090 ALUM CABINET
W/ 1/8" ALUM FACES
PROVIDE OPENINGS IN FACE
FOR TENANT & MAP CABINETS.
PAINT CABINET POLYURETHANE - SEMI GLOSS
TO MATCH SAMPLE COLOR.

NOTE: IF CABINET IS WALL MOUNTED, USE 090
IF CABINET IS PIPE MOUNTED, DEPT
CABINET TO BE GREATER TO 40" W

5 F DISPLAYS ILLUM 2 GROUND SIGNS, 1 WALL SIGN.
1/2" = 1'-0"

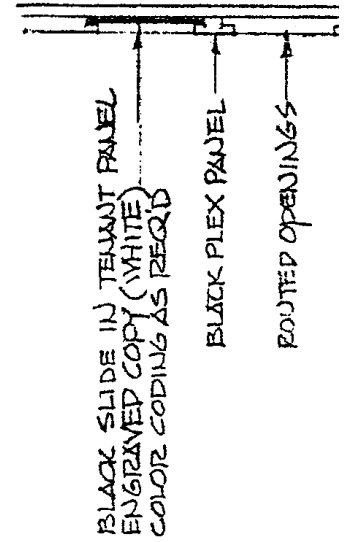


EXHIBIT A

Exhibit B
Page 1 of 4

to Snowmass
Center

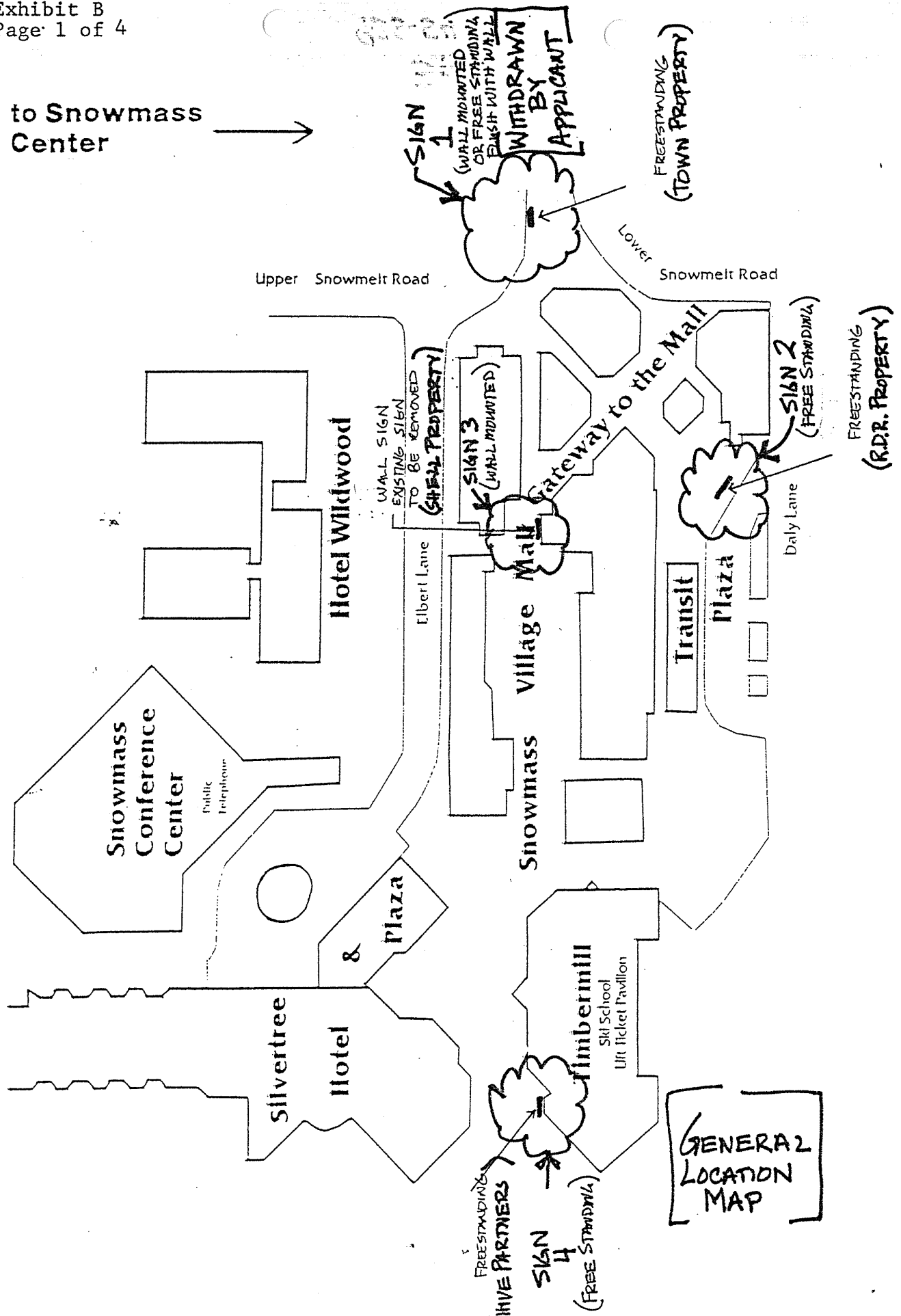
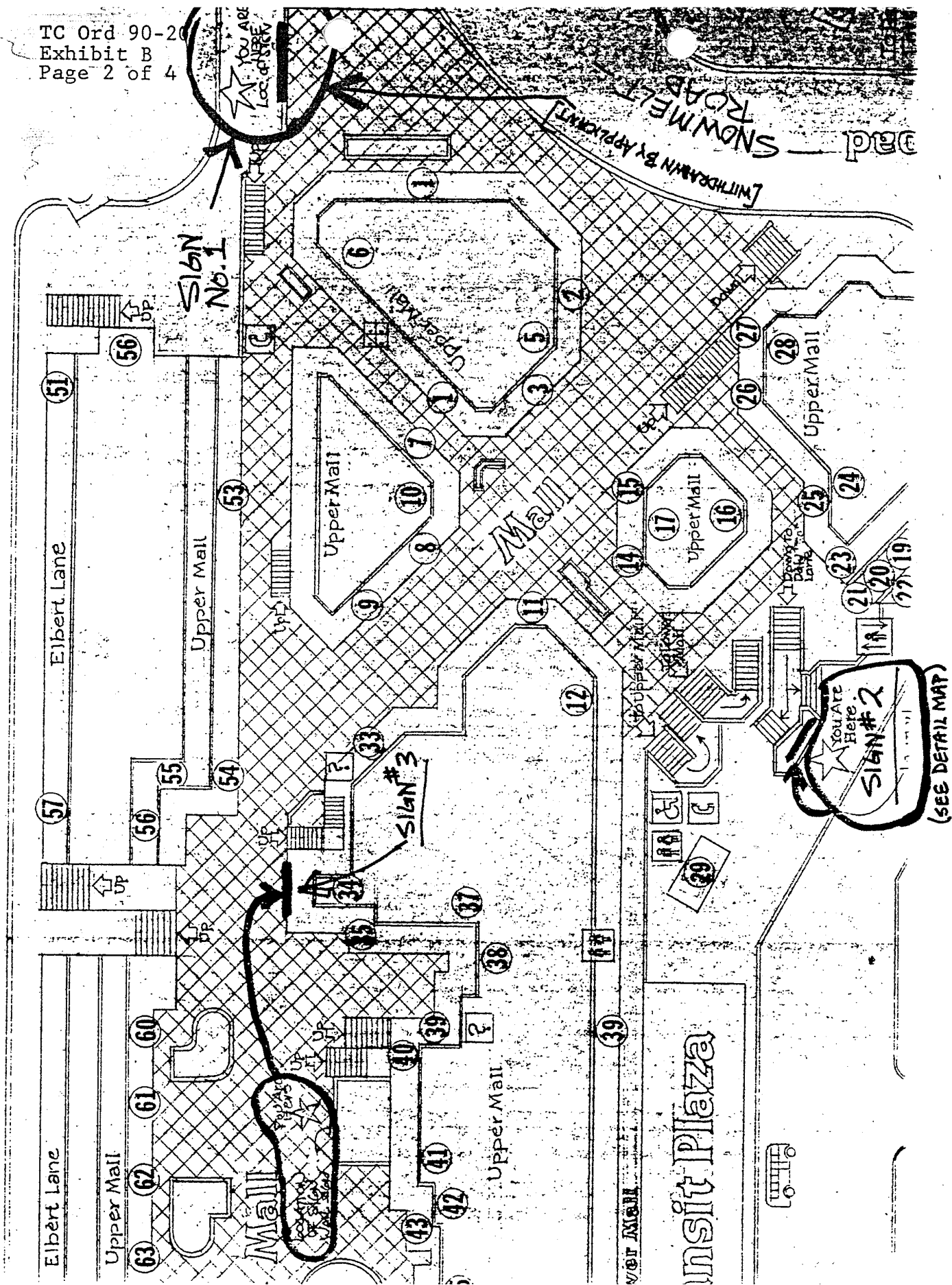
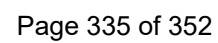


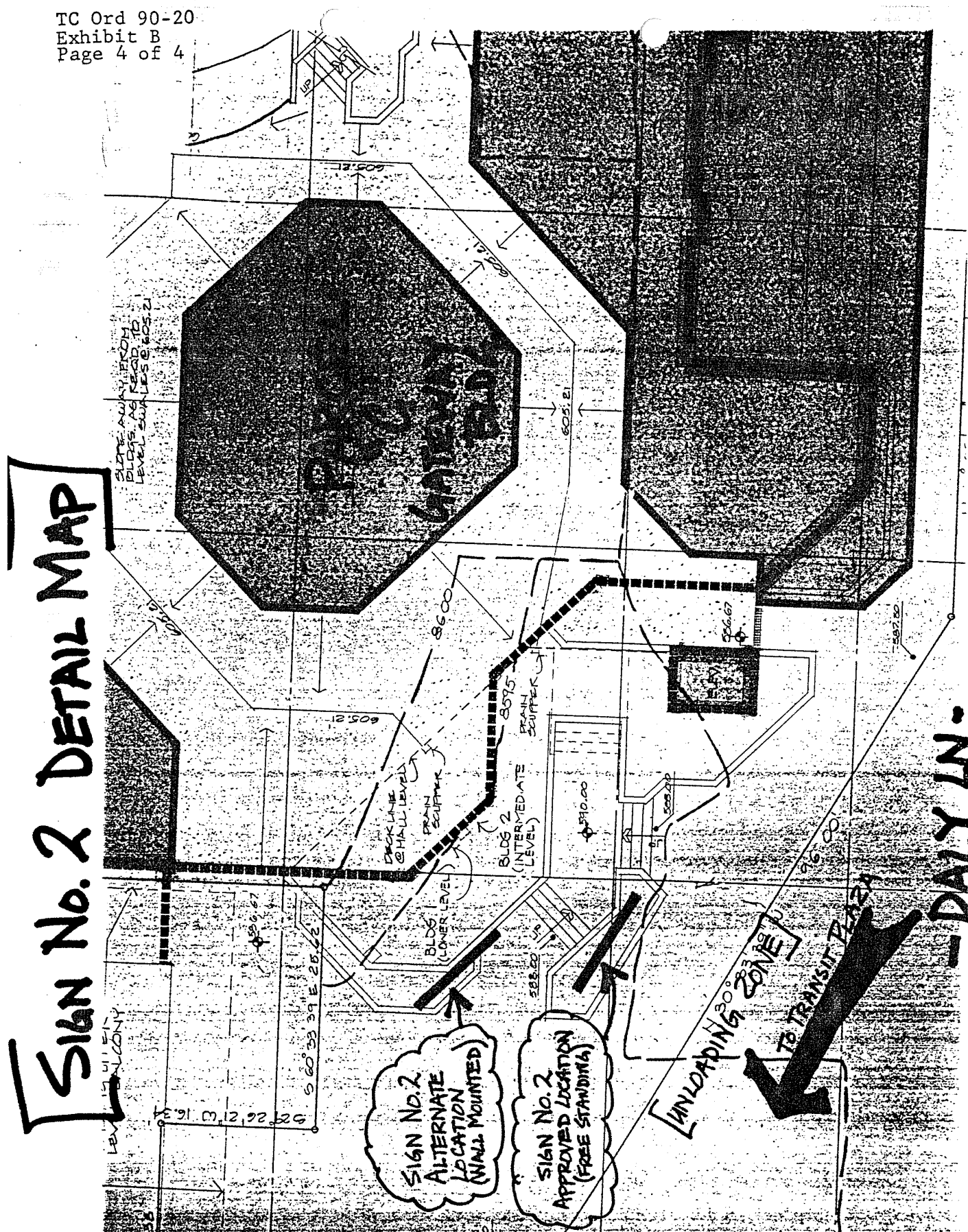
EXHIBIT A

TC Ord 90-20
Exhibit B
Page 2 of 4



Page 3 of 4







Jim Walstrom,
Senior Planner
Town of Snowmass Village
130 Kearns Road Snowmass Village, CO 81615

November 19, 2025

Re: Comprehensive Sign Plan - Hive Building Parcel (Timbermill Building) Rescission of Ordinance No. 22, Series of 1991

Mr. Jim Walstrom,

I am an authorized representative of Aspen Skiing Company, LLC, and am writing to formally acknowledge the consolidation of signage regulations for the Hive Building Parcel (aka Timbermill Building) under the new Comprehensive Sign Plan (CSP) dated November 10, 2025.

We understand that this new CSP consolidates and replaces multiple prior ordinances, including Ordinance No. 22, Series of 1991, which specifically addressed Aspen Skiing Company signage at the Timbermill Building Ticket Pavilion. We hereby consent to the rescission of Ordinance No. 22, Series of 1991, and agree to operate under the framework of the new consolidated CSP.

We note the recognition in Section 13 of the new CSP that acknowledges Aspen Skiing Company's unique operational requirements and mountain-wide signage program. We understand that while we maintain our own uniform system of signage under our lease, all signage will continue to require Town of Snowmass Village approval under the Town's Community Signage Code. The flexibility acknowledged in the CSP for our operational needs will allow us to effectively serve our guests while maintaining compliance with municipal requirements.

Please consider this letter as our formal consent to rescind Ordinance No. 22, Series of 1991, as referenced in the new Comprehensive Sign Plan.

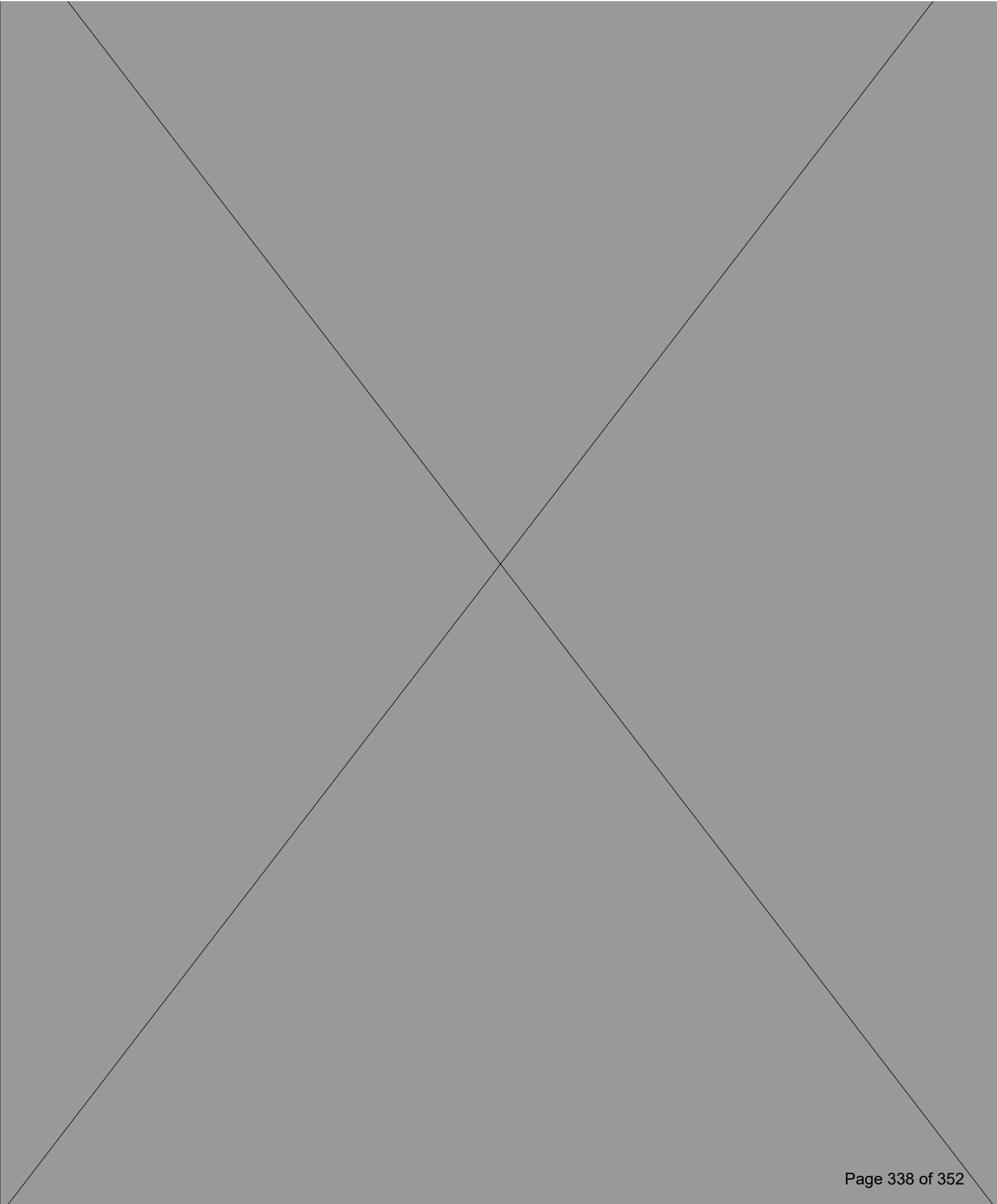
Sincerely,

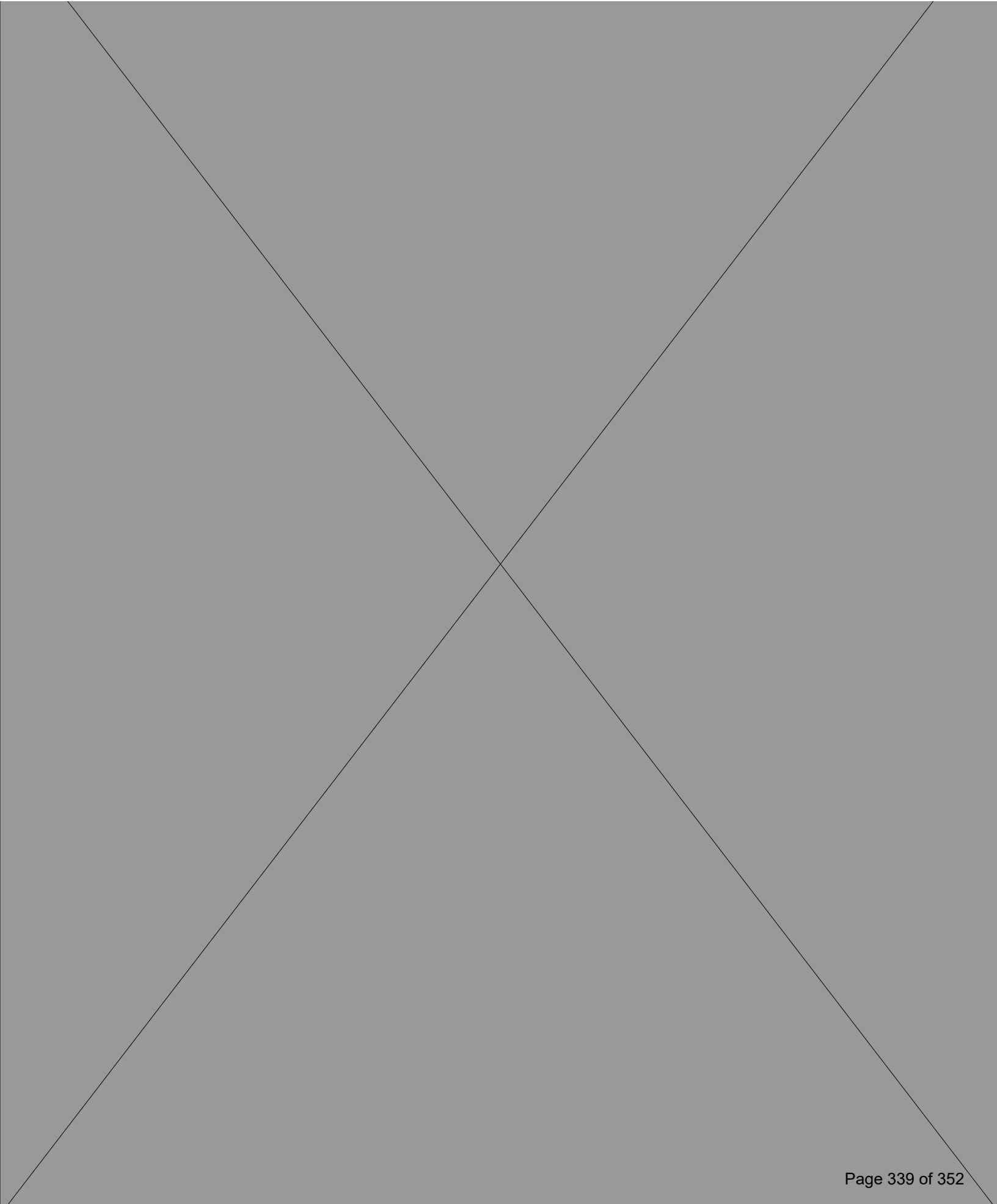
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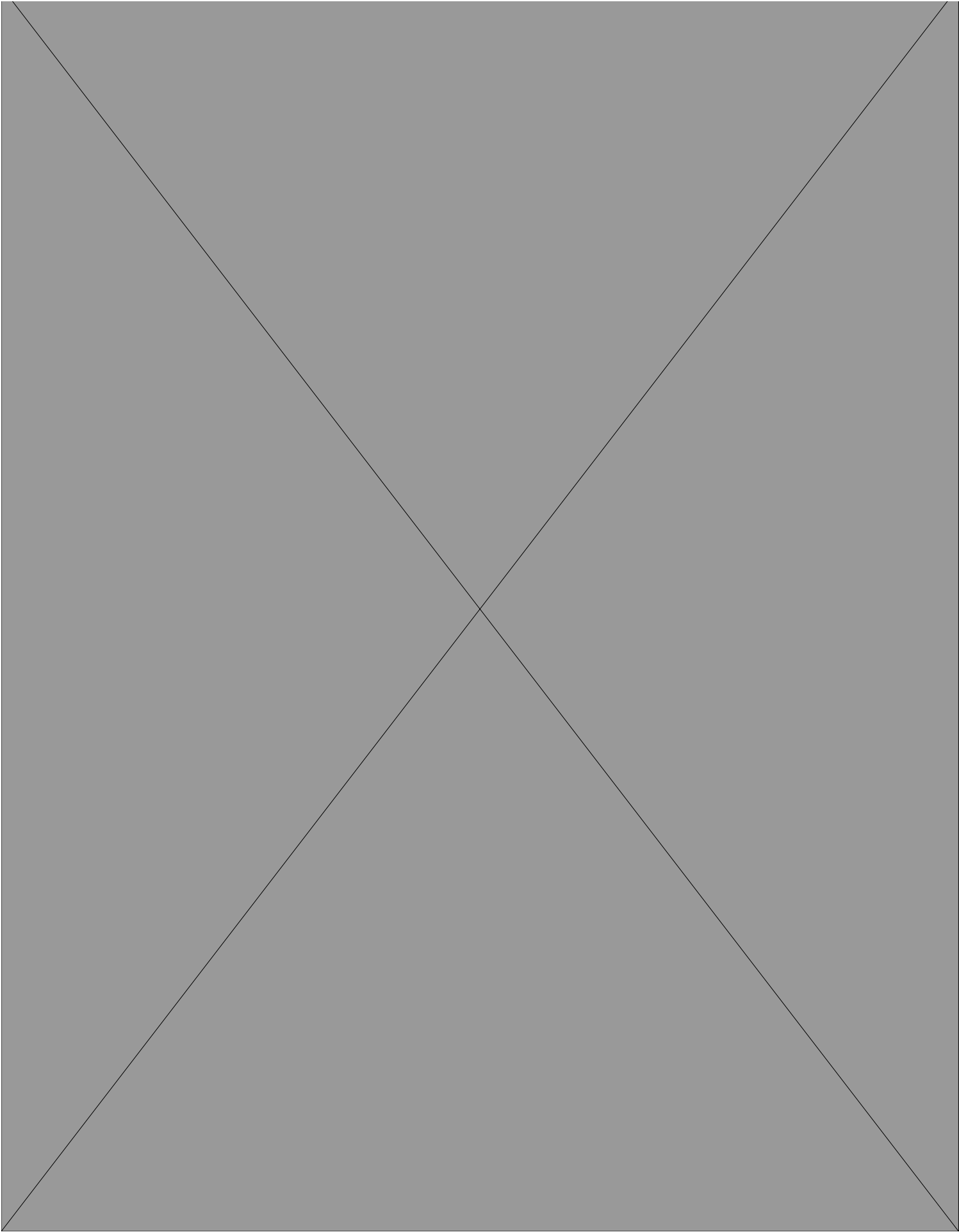
Chris Kiley
Senior Vice President of Planning & Development
Aspen Snowmass
ckiley@aspen.com

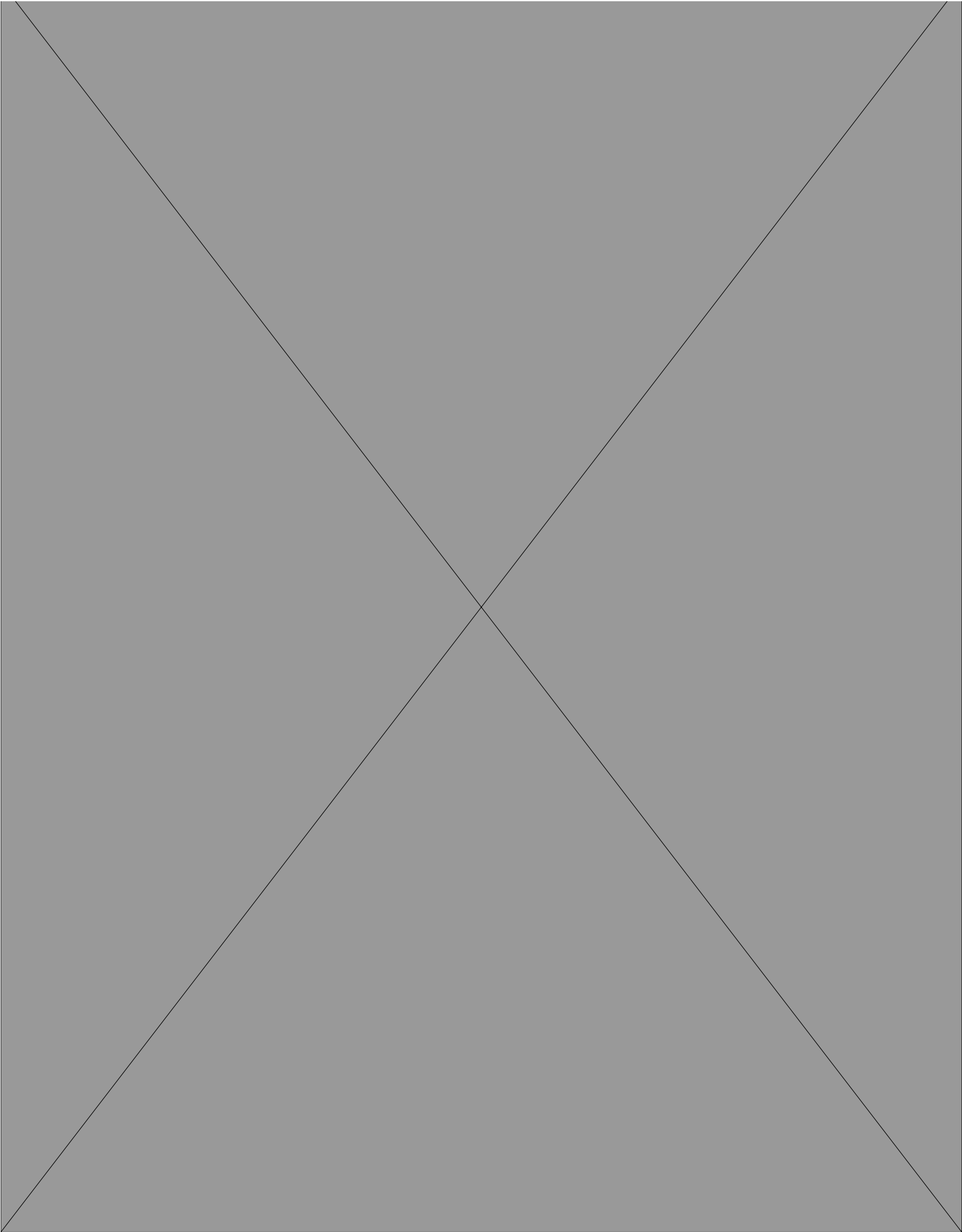
cc: Hive Partners
Town of Snowmass Village Planning Commission

P.O. Box 1248
Aspen, CO 81612-1248
970-925-1220
aspensnowmass.com









**TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION
RESOLUTION NO. 12, SERIES OF 2025**

**A RESOLUTION PROVIDING RECOMMENDATIONS TO THE
TOWN COUNCIL REGARDING AN AMENDED AND RESTATED
COMPREHENSIVE SIGN PLAN FOR THE TIMBERMILL BUILDING.**

WHEREAS, the Town Council adopted Ordinance No. 25, Series of 1984, amending the Land Use Code, provided specific regulations for all commercial signs within Snowmass Village, and rescinded Ordinance No. 28, Series of 1984, which imposed a moratorium on the installation of commercial signs within Snowmass Village; and

WHEREAS, it was stated in Ordinance No. 28, Series of 1984, that due to unique sign requirements in several areas of the community, a provision for a Comprehensive Sign Plan which would allow flexibility in sign regulations may be proposed for consideration if approved and adopted by the Town Council; and

WHEREAS, Ordinance No. 7, Series of 1989 approved the original Timbermill Building's Comprehensive Sign Plan; and

WHEREAS, prior CSPs were also approved by the Town Council Ordinance 22, 1991 for the Aspen Skiing Company tenant signs at the Timbermill Building, and Ordinance 20, 1990 for the CSP involving 4 Mall Directory and Directional signs, one of which is located on the east side of the Timbermill Building along Fanny Hill; and

WHEREAS, Ordinance No. 4, Series of 1998, and Ordinance No. 7, Series of 2000 further amended and updated the Town's Land Use Code regarding Comprehensive Sign Plan procedures and standards; and

WHEREAS, on August 12, 2025, Connect One Design ('Applicant') on behalf of the Timbermill Building LLC ('Owner'), submitted an application dated August 8, 2025 to consolidate, update, revise and/or replace the prior Comprehensive Sign Plan for the Timbermill Building located on the Hive Building Parcel of 1.511 acres~ (or 1.621 acres per land title survey dated August 20, 2024). Following a review of another CSP Amendment review on an adjacent property, and the Planning Commission recommendations thereon, the Applicant resubmitted an update of the CSP Amendment application on November 21, 2025 dated November 10, 2025 which included an Aspen Snowmass ski company consent letter dated November 19, 2025; and

WHEREAS, the Town's Planning Commission, during a meeting held on December 17, 2025 has reviewed and evaluated the updated CSP Amendment against the prior approved CSP and for compliance with the municipal code's procedures in

Section 16A-4-560, 'Comprehensive sign plan,' and its review standards relative to proposed revisions to the prior CSP approval following Subsection (6), 'Amendment,' and made its recommendations to the Town Council via this resolution.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF SNOWMASS VILLAGE, COLORADO:

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

- 1) The proposed changes for a Consolidated Comprehensive Plan Amendment involving the Timbermill Building and its tenants, amending and restating the prior approved CSP, complies appropriately with Municipal Code Section 16A-4-560, 'Comprehensive Sign Plan,' its subsection (a), 'Purpose,' and its subsection (c)(6), 'Amendment,' and its subsection 'b.', 'Standards,' relative to the proposed changes:
 - a) **Purpose.** The Timbermill Building deserves flexibility, and the proposed CSP Amendment remains flexible in the best interest of the community.
 - b) **Not adversely affect sign plan.** The proposed amendment preserves and supports the development and preservation of the entire sign plan. Appropriate regulations for the diverse types of signs are continuing to be addressed.
 - c) **Not adversely affect surrounding uses.** The proposed amendment preserves and supports surrounding land uses. The Mall and Gateway Building signs are primarily directed inward toward the pedestrian mall.
 - d) **Not conflict with purposes.** The proposed amendment will not conflict with the purposes of this Division. The amended CSP maintains flexibility to support business needs for the business tenants and fosters redevelopment and renovation opportunities that benefit the community.
 - e) **Not confer special benefit.** The proposed amendment will not provide exclusive advantages to any individual party.

Section Two. Action. The Planning Commission recommends the proposed amended and restated Comprehensive Sign Plan for the Timbermill Building with the following recommended conditions in Section Three below.

Section Three. Recommended Conditions. The Planning Commission recommends the following conditions to the Town Council:

1. The Amended Timbermill CSP will rescind and replace Ordinance No. 7, Series of 1989, approval of the original Timbermill Building's Comprehensive Sign Plan; and replaces the affected portion of Ordinance No. 20, Series of 1990 for the 4 Mall Directory and Directional Signs CSP (of which one sign is in front of the Timbermill building next to Fanny Hill), and rescinds Ordinance No. 22, Series of 1991, for the Aspen Snowmass ski company tenant signs pursuant to a consent letter dated November 19, 2025.
2. The amended and restated Consolidated Comprehensive Sign Plan for the Timbermill Building should incorporate an abatement provision for the affected signs that previously received a Town sign permit but that do not conform to the newly proposed CSP regulations, to be effective on the termination date and/or the renewal date of each individual business lease.
3. Any nonconforming business sign which was installed without issuance of a prior Town sign permit must be removed within 60 days of the effective date of the approval ordinance or replaced with a conforming sign and permit issuance within the same period.
4. The applicant shall meet with staff to compare the Comprehensive Sign Plans for the Mall and strive to find more consistency between the plans.
5. Limit the height of the slopeside painted signs to 3 feet.

INTRODUCED, READ, AND APPROVED by the Town's Planning Commission as motioned by Planning Commission member Marshack and seconded by Planning Commission member McMannes on December 17, 2025 by a vote of 6 in favor and none opposed.

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION

Matthew Dubé

Matthew Dubé (Dec 19, 2025 15:18:38 MST)

Matt Dubé, Chairman

ATTEST:

Ashleigh Huff

Ashleigh Huff, Planning Commission Secretary

PC_Reso_12, 2025_Timbermill CSP

Final Audit Report

2025-12-19

Created:	2025-12-19
By:	Ashleigh Huff (ahuff@snowmass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlzDZvIUvFfXli9ZIZdByL2y4v3G01mU

"PC_Reso_12, 2025_Timbermill CSP" History

 Document created by Ashleigh Huff (ahuff@snowmass.gov)
2025-12-19 - 9:31:25 PM GMT

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2025-12-19 - 9:32:04 PM GMT

 Email viewed by dube.innover@gmail.com
2025-12-19 - 10:18:05 PM GMT

 Signer dube.innover@gmail.com entered name at signing as Matthew Dubé
2025-12-19 - 10:18:36 PM GMT

 Document e-signed by Matthew Dubé (dube.innover@gmail.com)
Signature Date: 2025-12-19 - 10:18:38 PM GMT - Time Source: server

 Agreement completed.
2025-12-19 - 10:18:38 PM GMT

Snowmass Village Mall – Existing Window Clings and Signage Examples

April 1, 2026

RE: Snowmass Village Mall CSP, and Hive Building (Timbermill) CSP





