



**Town Council  
Monday, August 19, 2024  
4:00 PM**

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

**You can watch the meeting live online on our website at [tosv.com](http://tosv.com).**

**Agenda**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PROCLAMATIONS AND PRESENTATIONS**

**3.A. Entrance to Aspen Update**

[3A 2024 8-19 TOSV Castle Creek Bridge Memo.pdf](#)

**4. PUBLIC COMMENT**

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

**5. CONSENT AGENDA**

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

**5.A. 2024 Agenda Overview**

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

**5.B. Minutes for approval**

[5B 1 08-12-24 TC minutes Draft.pdf](#)

[5B 2 08-12-24 attach to minutes Attachment A Habitat Priority Project Summary and Request.pdf](#)

## **6. PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS**

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

## **7. POLICY/LEGISLATIVE PUBLIC HEARINGS**

### **7.A. Ordinance No. 3, 2024 regarding Boards & Commissions Update - 2nd Reading**

[7A Agenda Item Summary - regarding Ordinance No. 3, 2024 - B&C - 2nd Reading.pdf](#)

[7A 1 Ord 3 - B&C Updates - 2nd Reading.pdf](#)

[7A 2 Ord - B&C Updates - Exhibit A \(Redline Changes to Code\) - 2nd reading.pdf](#)

[7A 3 Ord - B&C Updates - Exhibit B \(Clean Code\) - 2nd reading.pdf](#)

### **7.B. Ordinance No. 10, 2024 regarding AEU's - 2nd Reading**

[7B Agenda Summary - AEU LUDC changes.pdf](#)

[7B 1 TC Ord 10, 2024 AEU Code Amdts.pdf](#)

[7B 2 EXHIBIT 'A' Ord 10 PROPOSED CODE CHANGES, 2024, MASTER as amended 8-5-24, REDLINE.pdf](#)

[7B 3 EXHIBIT 'A' Ord 10 PROPOSED CODE CHANGES, 2024, MASTER as amended 8-5-24, FINAL.pdf](#)

[7B 4 Town Atty comments re plat declarations, 7-25-24.pdf](#)

[7B 5 Prior SHOA letters dated 7.19.24, 6.28.24 and 5.31.24.pdf](#)

## **8. ADMINISTRATIVE REPORTS**

### **8.A. EOTC Budget/Work Plan Presentation**

[8A 1 TOSV AIS 2024 EOTC Work Plan & Budget Supplement 08\\_19\\_2024.pdf](#)

[8A 2 Draft Volpe-Maroon Bells CRMP Implementation SOW 073124.pdf](#)

### **8.B. Resolution regarding Ballot Language for Nov. 5, 2024 Ballot Question**

[8B Agenda Item Summary - Draw Site Ballot Language Discussion.pdf](#)

[8B Attachment A Res 18 - Ballot Question - Project Spending Limitation - Draw Site.pdf](#)

[8B FAB recommendation on Draw site. 8 14 24 - final.pdf](#)

### **8.C. Habitat for Humanity Priority Program**

[8C Agenda Item Summary - Habitat Priority Program.pdf](#)

[8C Attachment A - Habitat Priority Project Summary and Request.pdf](#)

## **9. TOWN COUNCIL REPORTS AND ACTIONS**

*Reports and Updates*

## **10. ADJOURNMENT**



## MEMORANDUM

**TO:** Snowmass Town Council

**FROM:** Jenn Ooton, Senior Project Manager  
Pete Rice, PE, Director of Transportation and Parking  
Lynn Rumbaugh, Mobility Division Manager  
Carly McGowan, PE, Senior Project Manager

**THROUGH:** Sara Ott, City Manager  
Tyler Christoff, PE, Public Works Director

**DATE OF MEMO:** August 13, 2024

**MEETING DATE:** August 19, 2024

**RE:** Castle Creek Bridge Update

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### PURPOSE OF PRESENTATION:

The presentation's purpose is to update the Snowmass Town Council on the Castle Creek Bridge and Entrance to Aspen project. The memo packet includes information from studies presented to the Aspen City Council on April 15, August 5, and August 12, 2024.

In Summer of 2023, the Aspen City Council initiated a project to investigate alternatives to the Preferred Alternative, in part to answer questions from the community that arose during a public information effort at the end of 2022 focused on replacing the Castle Creek Bridge.

Jacobs Engineering from August 2023 through April 2024 studied conceptual improvements to the S-Curve alignment to improve congestion, inspected Castle Creek Bridge to understand the current condition of the aging infrastructure, studied the rehabilitation of the existing bridge, and evaluated the feasibility of rebuilding a two- or three-lane bridge in place of the current bridge. From April to June, Jacobs refined design for S-Curve improvements and right-of-way impacts, conducted an economic impact analysis, modeled traffic, and compared alternatives through a sensitivity analysis.

At the Aug. 13 Aspen Regular City Council meeting, the Council voted 5-0 to send a collaborative/cooperative letter to CDOT opening a dialogue to start the process to replace the existing Castle Creek Bridge on its current alignment and to understand the process to consider a new split shot alignment and the replacement of the existing bridge.



The letter will also seek confirmation from CDOT whether the city would be required to pay for the new NEPA process.

The presentation will include highlights of the information presented to the Aspen Council and will only cover a portion of the attachments included in this memo.

### **SUMMARY AND BACKGROUND:**

In the 1990s, Aspen was facing heavy traffic, congestion issues, and deteriorating air quality. In response, the Colorado Department of Transportation (CDOT), the Federal Highway Administration (FHWA), and the City of Aspen worked together to develop the Record of Decision that would drive the implementation of transportation improvements along the Highway 82 corridor between Brush Creek and Aspen. The Record of Decision, also known as the “ROD”, was the outcome of a multi-year process driven by the National Environmental Policy Act, or “NEPA”. The Record of Decision is a legal document between CDOT and FHWA that governs transportation infrastructure improvements and identifies mitigation for environmental impacts. It is still valid today.

The set of improvements outlined in the ROD and vetted through the NEPA process are referred to as the Preferred Alternative (“PA”). Over the past 25 years, CDOT, the city and other regional partners have increased transit connectivity, implemented transportation management measures including paid parking, constructed the Maroon Creek Bridge and the roundabout, and realigned Owl Creek Road. The major remaining piece of the ROD that has not been implemented is the construction of a new Castle Creek Bridge.

The existing Castle Creek Bridge was built in 1961 with a design life of 50 years. That means that the bridge is more than 10 years past its design life. Increased maintenance is required on the aging bridge to keep it in a safe and usable condition. During the NEPA process, 43 alternatives for the alignment of a new Castle Creek Bridge were screened.

The highway component of the Preferred Alternative consists of a two-lane parkway that generally follows the existing alignment, except east of the roundabout where the alignment departs from existing and turns south across the Marolt-Thomas Property. The alignment would utilize a new bridge to the south of the existing alignment and then would tie into W. Main St at the intersection with 7<sup>th</sup> Street.

The transit component of the PA includes a light rail transit (LRT) system, that if local support and/or funding are not available could be developed initially as exclusive bus lanes.

### **DISCUSSION:**

In April of 2024, Jacobs Engineering presented results of the following studies to City Council:



- Feasibility Study for Rehabilitation or Replacement of Bridge in Place, including 2023 bridge inspection and evaluation (Attachment B)
- Feasibility Study for S-Curves Softening (Attachment C)
- NEPA Options and Implications (Attachment D)

The bridge evaluation conducted in late 2023 confirmed CDOT's most recent inspection – that the bridge remains in the fair category – and provided information for a strategy to rehabilitate the bridge. Given the considerable deterioration of bridge components, a comprehensive rehabilitation plan would be essential to rehabbing it. The 2024 inspection indicated that deck repairs may be warranted once again. The exterior girders also need replacement, which could coincide with deck repairs. The underside of the concrete deck exhibits signs of degradation and widespread surface cracking, and the steel girders show varying degrees of corrosion, with exterior girders displaying considerable corrosion and sag. The bearings at the abutments need to be replaced, and bearings at the piers need additional rehab, and the bridge's concrete substructure shows significant signs of deterioration and in several locations requires immediate attention to prevent further overall damage or load carrying capacity.

The April presentation also evaluated four alternatives for re-building a bridge in place, including necessary construction detours, bridge construction phasing and bridge material type. The four bridge alternatives are replacing the bridge in-kind with two lanes, and three different bridges with three lanes (one inbound lane, one outbound lane for general purpose traffic and one outbound lane dedicated for bus traffic).

Following the presentation from Jacobs Engineering on April 15, Aspen City Council requested additional information on items listed as follows:

- Alternatives Footprint Analysis and Sensitivity Analysis (Attachment E)
- Funding and Financial Assessment (Attachment F)
- Traffic Model Development for Alternatives and Construction Phasing (Attachment G)
- S-Curve Refinement – 15% Conceptual Plans and Cost Estimate (Attachment H)
- Analysis of Removal of Pedestrian Route on CCB (Attachment I)
- Economic Impact Analysis (Attachment J)

This information was presented over two meetings in August.

The sensitivity analysis was conducted by Jacobs to understand alternatives that were previously considered in the Entrance to Aspen Environmental Impact Statement (EIS) process including the Phased Preferred Alternative (Phased PA), the Couplet (also referred to as the Split Shot) and the Three-lane Shifted Bridge. The assessment presented how the alternatives may fair in the supplemental NEPA evaluation that would be required in order to pursue an option other than the PA. Based upon eleven criteria from the original NEPA process, the results were as follows:



- The Phased PA was graded “good” on eight of the criteria and “fair” on three,
- The Split shot was graded “good” on six criteria and “fair” on the other five,
- The Three-lane Shifted was graded “good” on one criterion, “fair” on eight, and “poor” on two of the criteria.

The full analysis and table of results can be found in Attachment E.

Additionally, Council received a response from CDOT and FHWA dated July 10, 2024, regarding questions asked by Aspen City Council. The letter is included as Attachment A. In the letter, CDOT noted that only they and FHWA were signatories to the Record of Decision, that the document remains valid, and that there is not a process for a cooperating agency to withdraw from the ROD. Additionally, the letter indicated that at a minimum a supplemental Environmental Impact Statement would be required to pursue replacing the existing bridge with a three-lane alternative.

Attachments:

Attachment A – [Letter from CDOT dated July 10, 2024](#)

[Link to Attachments B-J](#)

Attachment B – CCB Feasibility Assessment Memo

Attachment C – S-Curve Softening Feasibility Memo

Attachment D – NEPA Options and Implications Memo

Attachment E – Alternatives Footprint Analysis and Sensitivity Analysis Memo

Attachment F – Funding and Financial Assessment Memo

Attachment G – Traffic Modeling Memo

Attachment H – S-Curve Technical Memo

Attachment I – Analysis of Sidewalk Removal Memo

Attachment J – Economic Impact Analysis Memo

# DRAFT 2024 Agenda Items

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

## **Topic to incorporate:**

- MJ signage regs / tax rate should they be revised?
- Lighting Code Discussion – July?
- Landfill discussion & Update from Pitkin County
- Food Pantry update after summer

## **Monday Aug 12 – Work Session (Gustafson out after 5pm)**

- Broad Discussion on how to improve utilization of B&C members
- Review West Mountain Buy Down Program

## **Monday Aug 19 – Regular Meeting**

- Presentation- entrance to Aspen -COA staff
- ORD – AEU Ordinance – Second Reading (cont from 8/5/24)
- \*Election – Reso Re Ballot Language and/or 8/19/24 (Ballot Language has to be to Cty by 9/6/24)
- ORD - Bs and Cs Update - Ord – 2nd Reading
- EOTC Budget/work plan – Linda DuPriest
- Habitat for Humanity

## **~~EOTC – Thursday August 22 – Pitkin County – CANCELED~~**

## **Tuesday Sept 3 – Regular Meeting**

- Review Leash Laws
- Roaring Fork Safe Passages follow up request for funding for Wildlife Corridor study?
- \*Election – Reso Re Ballot Language for 8/19/24 – 2<sup>nd</sup> reading (Ballot Language has to be to Cty by 9/6/24)
- ORD – Adopt/Grant new Black Hills Energy Franchise Agreement – First Reading
- Owl creek Round about update

## **Monday Sept 9 – Work Session**

- Initial review of proposed/ updated lighting code
- B & C application & appointment procedure update

## **Monday Sept 16 – Regular Meeting**

## **Monday Oct 7 – Regular Meeting**

- Budget
- Gas Franchise ordinance 2<sup>nd</sup> reading

**As Of:** Thursday, August 15, 2024

# DRAFT 2024 Agenda Items

## **Monday Oct 14 – Work Session**

- Budget

## **Monday Oct 21 – Regular Meeting**

- POST Grant – 1<sup>st</sup> reading?
- Budget

## **EOTC – Thursday October 24 – City of Aspen**

## **Wednesday Nov 6 – Regular Meeting**

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

## **Tuesday Nov 12 – Work Session**

## **Monday Nov 18 – Regular Meeting**

- B & C Interviews
- POST Grant – 2nd reading
- New Council Members Oath of Office
- Final owners review of Draw Site

## **Monday Dec 2 – Regular Meeting**

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

## **Monday Dec 9 – Special Meeting**

- GID Meeting – set Mill Levy

## **Monday Dec 16 – Regular Meeting**

- B & C Resolution appointing new Members

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

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

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



**Town Council**  
**Town Council Meeting Minutes**

Monday, August 12, 2024

4:00 PM

130 Kearns Road

Town Council Chambers

Snowmass Village, CO, 81615

You can watch the meeting live online on our website at [tosv.com](https://tosv.com)

Mayor Madsen called to order the Regular Meeting of the Snowmass Village Town Council on Monday, August 12, 2024, at 4 pm.

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

- 1) CALL TO ORDER
- 2) ROLL CALL

Council Members Present: Alyssa Shenk (After Ex. Session), Tom Fridstein(virtual), Britta Gustafson (virtual), Susan Marolt and Bill Madsen.

Council Members Absent: None.

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney (virtual), Greg LeBlanc, Assistant Town Manager; Betsy Crum, Housing Director; and Barbara Peckler, Office Manager.

Public Present: Gail Schwartz, Rick Galli

3) EXECUTIVE SESSION

3.A) Executive Session

4 Agenda Item Summary Exec Session 

Mayor Madsen read the legal language for the Executive Session.

At 4:05 pm Councilmember Marolt motioned to go into Executive Session. Councilmember Fridstein seconded. All in favor.

At 4:58 pm, Mayor Madsen moved to adjourn the Executive Session and reconvene the Regular Meeting, Councilmember Marolt seconded. All in favor.

At this time Councilmember Shenk joined the meeting and Councilmember Gustafson left the meeting.

#### 4) PUBLIC COMMENT

None

#### 5) ADMINISTRATIVE REPORTS

##### Review of Regional Housing Opportunities

In response to the Council's housing goals and the ongoing need to think creatively about creating more workforce housing, staff have been exploring and participating in multiple opportunities within the Town of Snowmass Village and in partnership with others in the Valley who are engaged in similar efforts. Betsy Crum, the Housing Director, presented two options for the town's involvement in tonight's meeting.

##### 5A Agenda Item Summary West Mountain Regional Housing Coalition Buy-Down Program and Habitat Priority Program

##### 5A Attachment A - WMRHC Good Deeds Program

Betsy Crum, Housing Director provided detailed information on the West Mountain Regional Housing Coalition Buy-Down Program. The Buy-down Program, named "Good Deeds," is the first such program assisting homebuyers in purchasing free-market homes in exchange for a permanent deed restriction. She is excited to announce the program is launching this month. The funding to capitalize the Program initially is limited, we are approaching this as a "Pilot" and hope to learn a lot more about the demand, supply, and administration going forward.

The Town can start getting the word out about this program, but buyers will need to go through WMRHC to purchase and WMRHC will hold the deed restriction.

##### 5A Attachment B - Habitat Priority Program Executive Summary

##### 5A Attachment B2- Habitat Priority Program Summary

Gail Schwartz, Executive Director of Habitat for Humanity of the Roaring Fork Valley, outlined the "Priority Program" to the Council. This program offers local employers the opportunity to "purchase" priority for one or more of their employees to buy a studio or one-bedroom apartment in a building that Habitat is purchasing in Glenwood Springs. This is an 88-unit apartment building in West Glenwood that will be converted into affordable, deed-restricted condominiums. Habitat for Humanity is seeking \$4 million in investments from local employers to prioritize their employees for unit purchases. These condominiums will be priced below market value with capped appreciation and offer additional financial assistance options. This project aims to increase homeownership opportunities for the local workforce.

Gail provided additional material to the Council members at the meeting. These documents will be added to the packet online and attached to these minutes.

The Council had a few questions such as how do you decide priority, is it close to transit options? Besty Crum, Housing Director explained they will be run just like the other Town deed-restricted housing, and it is right next to a bus stop. The Council will need to have a decision on if or how many they would like to commit to by the next meeting on August 19<sup>th</sup>. The deadline for purchasing a priority unit is August 29<sup>th</sup>. The cost is \$150,000 per unit and the Town could finance this with the funds collected from the percentage collected from the Tourism fund.

## 5.B) Discussion regarding Boards & Commission

### 5B Agenda Item Summary - Boards & Commissions

The Town Council requested an opportunity to discuss ways to improve communications with Town Boards and Commissions. At this meeting, the Council explored opportunities to:

- Improve utilization of the Boards and Commissions
- Provide Boards and Commissions with more direction/feedback.
- Determine methods for the Council to understand the dynamics of individual Boards and Commissions
- Ensuring that Boards and Commissions are investing their time well on topics important to the Council and community.
- Ensuring the input from the Boards and Commissions are being listened to

Councilmember Shenk suggested a good starting point would be to create an anonymous survey for the board members. The survey would need to be carried out before the appointment of the new board members. The Council agreed this is a promising idea and directed staff to come back with a draft survey at the next meeting. The idea is to keep a brief survey with 5 or 6 questions that apply to all Boards.

Suggested questions:

Do you feel you are getting clear directions?

How is the relationship between you and the Town Liaison?

What is the Board doing well?

What could be improved?

Council would like to see this an annual review of the Boards and Commission

## 6) TOWN COUNCIL REPORTS AND ACTIONS

Councilmember Shenk:

- Attended an RFTA meeting. This was the final meeting for Dan who is retiring.
- Sister Cites- Two students from abroad are sending High School Students for the year. One is staying in Aspen, and one will be staying in Snowmass with Alyssa for the first semester.
- Received feedback that the Plein Air Festival went well, and they met the goal they wanted to make. Shout out to Tourism, they did an excellent job posting the artist on their Instagram.
- Talked with Darrell from Snowmass Water and Sanitation and offered to give the Council a tour of the new facilities.

119 Mayor Madsen:  
120 • Attended the RFTA meeting- nice send-off for Dan.  
121 • Attended a RWAPA meeting- Tour of Carbondale's River restoration project  
122 located by RVR. Progress is being made on Grizzly Reservoir allowing more flow  
123 in the river.  
124 Councilmember Marolt: None currently  
125 Councilmember Fridstein:  
126 • Listened to a presentation from the City of Aspen about adding another generator  
127 to the power generation at Rudi dam allowing them to operate much more  
128 efficiently. Exciting to hear this is happening.  
129 Clint Kinney, Town Manager:  
130 • Staff are meeting with FAB on Wed. for them to review information on the Draw  
131 site and their feedback will be brought back to the Council.  
132 • PTRAB summer event on Saturday went well and got feedback from the  
133 residents.  
134

## 7) ADJOURNMENT

135 Mayor Madsen motioned to adjourn. Councilmember Shenk seconded. All in favor.  
136  
137 Adjourned at 6:15 pm.

138  
139 The Snowmass Village Town Council approved this set of meeting minutes at their  
140 Regular Meeting on Monday, August 19th, 2024.

141  
142 Submitted By,

143  
144 \_\_\_\_\_

145  
146 Barbara Peckler, Office Manager

## Request for Town of Snowmass Village participation in HFH RFV Affordable Housing Program Project Summary

Habitat for Humanity RFV is purchasing an 88 unit free market apartment building.

The property will be submitted for condominium review through the City of Glenwood Springs

Units will be sold as deed restricted, affordable units with priority for current tenants

Mortgages and down payment assistance will be provided to purchasers from below 80% up to 150%

Priorities are being sold to partner employers, with an MOU similar to Wapiti Commons at \$150,000

### Costs:

- Purchase price is at market value
- \$1,500,000 – Builders risk policy for construction defects litigation protection as result of condominium process.
- \$458,800 In additional process expenses and some professionals are donating part of their expenses as donations.

### Financing:

- Interest only loan from 1<sup>st</sup> Bank payable upon project completion
  - Current Investors and Priority Partners:
    - Colorado Housing and Finance Authority (CHFA) - \$5,000,000.
    - City of Glenwood Springs grant from C2 Funds - \$1,500,000. And \$1.5M loan
    - Roaring Fork School District - \$1,000,000.
    - Roaring Fork Regional Fire Department - \$300,000
    - Private Loan - \$1,000,000.
    - Garfield County BOCC

### Timeline:

- Under contract. *Time is of the Essence*
- 4 – 6 month condo process
  - During this time, qualify buyers and arrange financing for buyers.
- 1<sup>st</sup> month after the condo process – we intend to close maximum number of condo sales.
- Because the max length of current leases is 1yr, we will have all the sales completed within month 13 of ownership.
- All financing will be retired with proceeds from sales



### Highlights:

Ownership expense vs Rental cost: current renters will save an average of \$500 per month in year 1 and up to \$900 per month in year 5 and earn equity in their property

- Supporting partnerships with Habitat, City of Glenwood Springs, Local Employers.
- We are providing 88 affordable ownership housing units that will remain in our community forever without new development. West Glenwood has as many as 1,000 rental units, most without any restrictions on rent increases.

### Current Building Stats: 88 Units

#### Range

- 70 % of current tenants are under 120% AMI
- 11% are between 120% & 150% AMI
- That is 81% of the current tenants in our AMI
- 89% of current tenants are employed in the region and 40% in GWS

### Garfield County Area Median Income Limits 2024

*\*Area Median Income limits are updated annually by HUD for Garfield County*

| AMI             | 1 person   | 2 person   |
|-----------------|------------|------------|
| Category 4-150% | \$ 107,550 | \$ 123,000 |
| Category 3-120% | \$ 86,040  | \$ 98,400  |
| Category 2-100% | \$ 71,700  | \$ 82,000  |
| Category 1-80%  | \$ 57,360  | \$ 65,600  |

The goal of this project is to stabilize 88 households in our community. To get them in a position where they can stop paying a disproportionate amount of their income towards rent. (In some cases they are currently spending more than 59% of their income on rent.) To have them build equity and eventually be able to move into the free market.

## **Average Current Rent vs Mortgage Savings**

| Year Over Year Savings - Proforma Rent vs Stabilized Mortgage |             |             |             |             |             |
|---------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|
|                                                               | Yr 1        | Yr 2        | Yr 3        | Yr 4        | Year 5+     |
| Market Rent According to for sale OM                          | \$ 2,372.00 | \$ 2,467.00 | \$ 2,566.00 | \$ 2,642.00 | \$ 2,722.00 |
| Rent Growth Rate                                              | 6%          | 4%          | 4%          | 3%          | 3%          |
| Average Monthly, Including HOA                                | \$ 1,897.61 | \$ 1,897.61 | \$ 1,897.61 | \$ 1,897.61 | \$ 1,897.61 |
| Savings Per Month                                             | \$ (474.39) | \$ (569.39) | \$ (668.39) | \$ (744.39) | \$ (824.39) |

The scenario below is based on an actual current 80% AMI tenant, that is in the 80% Average Median Income (AMI) category. In this case they would qualify for a 2.5% interest rate loan with Zero Money Down loan through An Impact Development Fund. Purchase price for a 1 bedroom would be \$369,735.89 ish.

The table factors in 3% deed restricted appreciation, principal recapture, and savings of rent vs mortgage, with projected rent increases.

### **Actual In Place Scenario**

|         |       | Current Rent | HFH Program Payment | Savings Per Month |
|---------|-------|--------------|---------------------|-------------------|
| Current |       | \$ 2,404.00  | \$1,804.00          | \$ (600.00)       |
| year1   | 6.00% | 2,548.24     | \$1,804.00          | \$ (744.24)       |
| year2   | 4.00% | 2,650.17     | \$1,804.00          | \$ (846.17)       |
| year3   | 4.00% | 2,756.18     | \$1,804.00          | \$ (952.18)       |
| year4   | 3.00% | 2,838.86     | \$1,804.00          | \$ (1,034.86)     |
| year5   | 3.00% | 2,924.03     | \$1,804.00          | \$ (1,120.03)     |
| year6   | 3.00% | 3,011.75     | \$1,804.00          | \$ (1,207.75)     |
| year7   | 3.00% | 3,102.10     | \$1,804.00          | \$ (1,298.10)     |
| year8   | 3.00% | 3,195.16     | \$1,804.00          | \$ (1,391.16)     |
| year9   | 3.00% | 3,291.02     | \$1,804.00          | \$ (1,487.02)     |

|                              |                       |                                    |                                           |                            |                                             |                      |                                                           |  |              |                |
|------------------------------|-----------------------|------------------------------------|-------------------------------------------|----------------------------|---------------------------------------------|----------------------|-----------------------------------------------------------|--|--------------|----------------|
|                              | <b>Price</b>          | <b>Current Rent</b>                | <b>HH Program Payment</b>                 | <b>Savings Per Month</b>   |                                             |                      |                                                           |  |              |                |
|                              | \$369,735.            | \$ 2,404.00                        | \$ 1,804.00                               | \$ (600.00)                |                                             |                      |                                                           |  |              |                |
|                              |                       |                                    |                                           |                            |                                             |                      |                                                           |  |              |                |
|                              | <b>New Sale Price</b> | <b>Equity Growth @ 3% Annually</b> | <b>Principle Paid Recapture upon sale</b> | <b>Annual Rent Savings</b> | <b>Rent Increases According to Proforma</b> | <b>Total Savings</b> |                                                           |  |              |                |
| Year 1                       | \$380,827.97          | \$ 11,092.08                       | \$ 8,383.07                               | \$ 8,930.88                | 6%                                          | \$ 28,406.03         | Total Year 1                                              |  |              |                |
| Year 2                       | \$392,252.80          | \$ 11,424.84                       | \$ 8,595.07                               | \$ 10,154.04               | 4%                                          | \$ 30,173.94         | Total Year 2                                              |  |              |                |
| Year 3                       | \$404,020.39          | \$ 11,767.58                       | \$ 8,812.42                               | \$ 11,426.12               | 4%                                          | \$ 32,006.12         | Total Year 3                                              |  | Down Payment | Home Price     |
| <b>Subtotal After Year 3</b> |                       | <b>\$ 34,284.50</b>                | <b>\$ 25,790.56</b>                       | <b>\$ 30,511.03</b>        |                                             | <b>\$ 90,586.09</b>  | <b>Equity + Principal Recapture + Rent Savings Year 3</b> |  | 20%          | \$ 452,930.45  |
| Year 4                       | \$416,141.00          | \$ 12,120.61                       | \$ 9,035.27                               | \$ 11,426.12               | 3%                                          | \$ 32,582.00         | Total Year 4                                              |  |              |                |
| Year 5                       | \$428,625.23          | \$ 12,484.23                       | \$ 9,263.76                               | \$ 12,418.34               | 3%                                          | \$ 34,166.33         | Total Year 5                                              |  |              |                |
| Year 6                       | \$441,483.99          | \$ 12,858.76                       | \$ 9,498.03                               | \$ 13,440.33               | 3%                                          | \$ 35,797.12         | Total Year 6                                              |  | Down Payment | Home Price     |
| <b>Subtotal After Year 6</b> |                       | <b>\$ 71,748.10</b>                | <b>\$53,587.62</b>                        | <b>\$ 67,795.82</b>        |                                             | <b>\$193,131.54</b>  | <b>Equity + Principal Recapture + Rent Savings Year 6</b> |  | 20%          | \$ 965,657.70  |
| Year 7                       | \$454,728.51          | \$ 13,244.52                       | \$ 9,738.22                               | \$ 15,577.21               | 3%                                          | \$ 38,559.95         | Total Year 7                                              |  |              |                |
| Year 8                       | \$468,370.36          | \$ 13,641.86                       | \$ 9,984.48                               | \$ 16,693.97               | 3%                                          | \$ 40,320.30         | Total Year 8                                              |  |              |                |
| Year 9                       | \$482,421.47          | \$ 14,051.11                       | \$ 10,236.98                              | \$ 17,844.22               | 3%                                          | \$ 42,132.31         | Total Year 9                                              |  | Down Payment | Home Price     |
| <b>Subtotal After Year 6</b> |                       | <b>\$ 112,685.58</b>               | <b>\$83,547.3</b>                         | <b>\$117,911.22</b>        |                                             | <b>\$314,144.11</b>  | <b>Equity + Principal Recapture + Rent Savings Year 9</b> |  | 20%          | \$1,570,720.53 |

## Town of Snowmass Village

### Agenda Item Summary

#### DATE OF MEETING:

August 19, 2024

#### AGENDA ITEM:

Ordinance No. 3, Series of 2024 – An Ordinance Amending Chapter 2 of the Snowmass Village Municipal Code related to Board and Commissions

#### PRESENTED BY:

Jeff Conklin, Town Attorney

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#### BACKGROUND:

By Ordinance No. 8, Series of 2023, the Town Council referred to the registered electors in the Town a ballot measure to amend the Charter to permit for elected officials to serve on permanent boards and commissions of the Town as may be provided by ordinance. The ballot measure was approved by voters at the November 7, 2023 election.

The proposed Ordinance would amend Chapter 2 of the TOSV Municipal Code to implement Ordinance No. 8, Series of 2023, by allowing Town Council to appoint members of Town Council to serve on Town Boards and Commissions (except the Planning Commission) in a non-voting capacity. In addition, the proposed Ordinance would amend the Code to make miscellaneous changes for the purposes of clarification, consistency, and improvement of Town operations. Such changes include adopting generally applicable provisions related to vacancy, removal, bylaws, terms of chair, and open meetings.

Update for 2<sup>nd</sup> Reading:

Per the motion on first reading, the following changes are included in the ordinance:

- Ordinance – line 26 – added missing “to.”
- In Sec. 2-52(b) – clarify that “each” term of office shall not exceed 3 years.
- In Sec. 2- 311 - added “destination management” as a purpose of the Tourism Board made a clean up change. “Destination management” is defined by the Tourism Director as "Destination Management is the coordinated oversight of all aspects that shape a destination's experience. This includes considering the perspectives of a wide range of stakeholders including local residents, visitors, businesses, the environment, and local government. The goal of destination management is to create sustainable growth that benefits the local community

while protecting the destination's future by integrating environmental, economic, social, and cultural values.”

In addition, the Town Council requested information on term limits for board and commission members in other area municipalities. In my review, there are not term limits for board and commission members in Aspen, Basalt, Carbondale, or Glenwood Springs. Instead, like Snowmass Village, the council/board in each municipality would have the discretion whether to reappoint a member for a successive term.

#### FINANCIAL IMPACT:

N/A

#### APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

#### COUNCIL OPTIONS:

1. Approve Ordinance No. 3, Series of 2024 on Second Reading.
2. Approve Ordinance No. 3, Series of 2024 on Second Reading with amendments.
3. Deny Ordinance No. 3, Series of 2024 on Second Reading.

#### STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve Ordinance No. 3, Series of 2024 on Second Reading.

#### ATTACHMENTS:

Ordinance No. 3, Series of 2024  
Exhibit A – Redlined Changes to Code  
Exhibit B – Clean Code



- 47 3. Severability. If any provision of this Ordinance or application hereof to any person  
48 or circumstance is held invalid, the invalidity shall not affect any other provision or  
49 application of this Ordinance which can be given effect without the invalid provision  
50 or application, and, to this end, the provisions of this Ordinance are severable.  
51
- 52 4. Effective Date. This Ordinance shall be effective 14 days after final publication in  
53 accordance with the Town of Snowmass Village Home Rule Charter.  
54

55 READ, APPROVED AND ADOPTED by the Town Council of the Town of  
56 Snowmass Village on First Reading on August 5, 2024, upon a motion by Council Member  
57 Shenk, the second of Council Member Marolt, and upon a vote of 5 in favor and 0 against.  
58

59 READ, APPROVED AND ADOPTED by the Town Council of the Town of  
60 Snowmass Village on Second Reading on \_\_\_\_\_, 2024, upon a motion by  
61 Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and  
62 upon a vote of \_\_\_\_ in favor and \_\_\_\_ against.  
63  
64

65 **TOWN OF SNOWMASS VILLAGE**  
66  
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68 \_\_\_\_\_  
69 Bill Madsen, Mayor  
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71 ATTEST:  
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73 \_\_\_\_\_  
74 Megan Harris Boucher, Town Clerk  
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76 APPROVED AS TO FORM:  
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78 \_\_\_\_\_  
79 Jeff Conklin, Town Attorney  
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## EXHIBIT A

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### Sec. 2-52. Boards and Commissions;~~Term limits of board, commission and authority chairs.~~

- (a) Boards and Commissions. The Town has established the following permanent boards and commissions:
- (1) Snowmass Village Arts Advisory Board (Chapter 2, Article VII);
  - (2) Citizens Grant Review Board (Chapter 2, Article IX);
  - (3) Financial Advisory Board (Chapter 2, Article X);
  - (5) Planning Commission (Chapter 2, Article XII);
  - (6) Tourism Board (Chapter 2, Article XIV);
  - (7) Part-Time Residents Advisory Board (Chapter 2, Article XV);
  - (8) Environmental Advisory Board (Chapter 2, Article XVI); and
  - (9) Parks, Open Space, Trails and Recreation Advisory Board (Chapter 2, Article XVII).
- (b) Composition. Each permanent board or commission shall consist of at least five (5) members, not including any member of Town Council appointed as an ex officio, non-voting member pursuant to this Chapter. All members of all boards and commissions except those specifically designated as "advisory" shall be residents and registered voters of the Town. Each term of office for board and commission members shall not exceed three (3) years.
- (c) Chair. The position of chair of the ~~following boards and~~ commissions ~~and authorities~~ shall ~~continue to be~~ elected annually by the members of each particular board, ~~or~~ commission ~~or authority~~, but any member shall be limited to a maximum of two (2) consecutive one-year terms as chair. ~~After any member of any board, or commission or authority has served two (2) consecutive one-year terms as chair of said board, or commission or authority, said member may not serve as chair of said board, or commission or authority for a period of one (1) year. Should a mid-term vacancy occur for the chair of any board or commission, the member appointed to serve out the remainder of such one-year term as chair shall be permitted to serve out the remainder of such term and thereafter serve no more than two (2) consecutive one-year terms as chair.~~
- ~~(1) Snowmass Village Arts Advisory Board;~~
  - ~~(2) Board of Appeals and Examiners;~~
  - ~~(3) Citizens Grant Review Board;~~
  - ~~(4) Financial Advisory Board;~~
  - ~~(5) Liquor Licensing Authority;~~
  - ~~(6) Planning Commission;~~
  - ~~(7) Marketing and Special Events Board; and~~
  - ~~(8) Part Time Residents Advisory Board.~~
- (d) Vacancy. Whenever a vacancy occurs on any board or commission, the Town Council shall give public notice of such vacancy and encourage volunteers to seek appointment to such board or commission in accordance with Section 8.5 of the Town Charter. A vacancy on a board or commission shall be filled for the remainder of the unexpired term by appointment of the Town Council. For the purposes of this provision, a vacancy shall not be deemed to occur when an existing board or commission member is seeking re-appointment to an additional term, subject to any term limits. ~~Should a mid-term vacancy occur on any board, commission or~~

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authority, the member appointed to serve out the remainder of such one-year term as chair shall be permitted to serve out the remainder of such term and thereafter serve no more than two (2) consecutive one-year terms as chair.

(e) Quorum and Adjournment of Meeting. Except as otherwise provided in the Code, a majority of the voting members of a board or commission in office at the time shall be a quorum for the transaction of business at a board or commission meeting but in the absence of a quorum a lesser number may adjourn any meeting to a later time or date. Except as otherwise provided in the Code, a vote of a majority of a quorum shall be a vote of the board or commission.

(f) Open meetings. All regular and special meetings of boards and commissions shall be open to the public, except executive sessions.

(ge) Town Council Membership. ~~After any member of any board, commission or authority has served two (2) consecutive one-year terms as chair of said board, commission or authority, said member may not serve as chair of said board, commission or authority for a period of one (1) year.~~

(d) ~~The provisions of this Section shall apply retroactively such that the chair of any board, commission or authority who, on January 1, 2006, has served two (2) or more consecutive terms as chair of any board, commission or authority shall be prohibited from serving as chair of said board, commission or authority for the period provided in Section (e) above. Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member of the Town boards and commissions, except the Planning Commission.~~

(h) Removal. All members the Town boards and commissions shall serve at the pleasure of the Town Council and may be removed by a majority vote of the entire Town Council.

(i) Rules of Procedure. Except as otherwise provided in the Code, each board or commission may adopt and follow its own rules of procedure or bylaws, including setting the frequency of meetings. Rules of procedure and bylaws shall not supersede or conflict with the Code or Charter.

~~(Ord. 17-2005 §1; Ord. 4-2010 §1)~~

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## ARTICLE VII Snowmass Village Arts Advisory Board (SAAB)

### Sec. 2-171. Establishment.

A permanent Snowmass Village Arts Advisory Board (SAAB), specifically designated as "advisory," is hereby created for the Town.

### Sec. 2-172. Qualifications.

All members of the Snowmass Village Arts Advisory Board (SAAB) shall have some experience in arts, cultural, educational or community organizations.

### Sec. 2-173. Composition, appointment, terms.

The Snowmass Village Arts Advisory Board (SAAB) shall consist of not less than five (5) nor more than fifteen (15) members, who shall serve overlapping terms of two (2) years each. In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member. The term of each member shall be designated in the Resolution of Appointment by the Town Council.

**Sec. 2-174. Powers and dutiesResponsibilities.**

The Snowmass Village Arts Advisory Board (SAAB) shall have the following ~~powers and duties~~responsibilities:

- (1) Provide direction and leadership for future cultural arts initiatives, as they impact the Town's funding.
- (2) Act as a cultural arts advocate and consultant to the Town Council by promoting awareness and education concerning the cultural arts.
- (3) Provide a resource of information and expertise on cultural arts issues.
- (4) Function as the primary cultural arts liaison between the Town Council and the community.
- (5) Process, review and make recommendations to the Town Council on arts- related and cultural-related issues, propositions and funding proposals, including by-
  - a. ~~H~~holding a forum a minimum of every four (4) years for all cultural arts organizations.
- (6) Review and evaluate progress of the Snowmass Village Arts Advisory Board (SAAB) Strategic Planning Document.
- (7) Present annual reports to the Town Council outlining the condition of the cultural arts serving the Town and goals for future development.
- (8) Work in cooperation with any organization which purports to represent and develop special cultural events within the Town to keep within the goals and objectives of the cultural arts long-range plan.
- (9) Render such other recommendations or advice as the Town Council may request.

**Secs. 2-175—2-190. Reserved.**

## ARTICLE IX Citizens Grant Review Board

**Sec. 2-211. Establishment.**

A permanent Citizens Grant Review Board (~~CBRB~~), ~~hereinafter referred to as CGRB~~, is hereby created for the Town.

QUALIFICATIONS

**Sec. 2-212. Composition of board; removal.**

All members of the CGRB shall be full-time residents and registered voters in Snowmass Village and have some experience in cultural, educational and/or community organizations. The Board shall consist of not ~~less~~more than five (5) regular members and not more than seven (7) regular members and two (2) alternate members. In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member. Any voting member missing three (3) meetings over a period of one (1) year, without good cause, shall be removed from the Board by the Town Council.

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#### Sec. 2-213. Appointment and terms of office.

All members of the CGRB shall be appointed by the Town Council. Initial appointments shall specify the term of office of each individual and be in accordance with Section 8.3 of the Charter. ~~Thereafter, the term of office for each member shall be three (3) years.~~

#### ~~Sec. 2-214. Vacancies.~~

~~Vacancies on the CGRB shall be filled for the remainder of the unexpired term by appointment of the Town Council following public notice in accordance with Section 8.5 of the Charter.~~

#### Sec. 2-21~~5~~4. Organizational meetings.

The members of the Board shall elect annually, from its membership, a Chairperson and a Vice-Chairperson whose term of office in such capacity shall be for one (1) year with eligibility for re-election ~~for one (1) additional one-year term~~. The Board ~~may~~~~shall~~ adopt rules and regulations for its organization and for the transaction of business. Such business shall not conflict with the ordinances of the Town or the statutes of the State. All meetings shall be open to the public, and the Board shall keep a public record of its proceedings. Board meetings shall be held a minimum of three (3) times a year, or more, if necessary, as determined by the Board.

#### Sec. 2-21~~5~~6. Powers and duties.

The ~~Citizens Grant Review Board~~~~CGRB~~ shall have the following powers and responsibilities:

- (1) Advocate ~~for~~ nonprofit, charitable organizations, which enhance the quality of life for the residents, visitors and employees of Snowmass Village.
- (2) Provide a resource of information and expertise on grant issues.
- (3) Function as the primary grant review liaison between the Town Council and the community nonprofit organizations.
- (4) Process, review and make recommendations to the Town Council on all grants and funding requests by:
  - a. Publishing notice of availability of funding for grants by the Town and mailing applications as requested;
  - b. Establishing comprehensive grant funding and review guidelines to properly implement the grant process;
  - c. Receiving and evaluating all incoming applications to determine:
    1. If applications are tax-exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code;
    2. If the applicants are appropriately enhancing the quality of life of the citizens, visitors and employees of Snowmass Village;
    3. If the applicants are outside the realm of consideration, i.e. religious and "for-profit" groups, individuals, organizations clearly servicing an area outside of the Roaring Fork Valley or organizations with political agendas;
  - d. Conducting intensive interview sessions with every applicant for funding, to be held each year during the budget process;

- 
- e. Holding deliberation meetings to discuss all the applications in order to arrive at a list of recommended grant awards.
  - (5) Present a final list of recommended grants to the Town Council and explain the reasoning behind such recommendations.
  - (6) To meet on a timely and as-needed basis to review any other proposals that may come before the Board, and to fully carry out the Board's ~~responsibilities and~~ duties.
  - (7) To render such other recommendations or advice as Town Council may, from time to time, request.

**Secs. 2-21~~76~~—2-230. Reserved.**

## **ARTICLE X Financial Advisory Board**

### **Sec. 2-231. Establishment.**

Pursuant to Section 8.1 of the Charter, there is hereby established a Financial Advisory Board for the Town.  
The Financial Advisory Board is specifically designated as "advisory."

### **Sec. 2-232. Qualifications.**

All members of the Financial Advisory Board shall have education or experience in business or public finance, accounting or budgeting. No ~~member of the Town Council, any~~ employee of the Town, or any Town, County or City of Aspen official shall serve on any Financial Advisory Board. In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member.

### **~~Sec. 2-233. Vacancies.~~**

~~Vacancies on the Financial Advisory Board shall be filled for the remainder of the unexpired terms by appointment of the Town Council following public notice of such vacancy.~~

### **Sec. 2-23~~34~~. Composition; appointment; term.**

The Financial Advisory Board shall consist of ~~not less than five (5) members and not more than~~ up to seven (7) members, who shall be appointed by the Town Council to serve overlapping terms of two (2) years each. ~~All terms of members shall expire on a staggered basis at the first regular meeting of the Town Council in January of each year.~~ All members shall serve at the pleasure of the Town Council and may be removed by a majority vote of the entire Town Council. The Financial Advisory Board shall elect a chairman from the membership annually and ~~may~~ shall establish rules and regulations governing its procedure consistent with the provisions of this Article.

### **Sec. 2-23~~54~~. Powers and ~~D~~uties and responsibilities.**

The Financial Advisory Board shall have the following powers and ~~duties and responsibilities~~:

- (1) To make recommendations to the Town Council prior to the adoption of the budget and capital program for the Town.
- (2) To render such other recommendations or advice as the Town Council may, from time to time, request.
- (3) To request of the Town Council the ability to undertake a review of any item that the Financial Advisory Board determines significant for review.

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- (4) The Financial Advisory Board may discuss any matter that the Board determines necessary.

**Secs. 2-23~~65~~—2-250. Reserved.**

## **ARTICLE XII Planning Commission**

### **Sec. 2-271. Establishment of Planning Commission.**

Pursuant to Section 8.1 of the Town Charter, there is hereby established a Planning Commission.

### **Sec. 2-272. Vacancies.**

Vacancies in the Planning Commission shall be filled for the remainder of the unexpired term by appointment of the Town Council.

### **Sec. 2-273. Composition, appointment and term.**

The Planning Commission shall consist of seven (7) regular members. Regular members shall each be appointed by the Town Council to serve overlapping terms of three (3) years each. Appointments to fill vacancies as a result of the expiration of a term shall be made at the first regular Council meeting in January of each year. Other vacancies shall be filled as provided in the Charter. All members shall serve at the pleasure of the Town Council and may be removed by a majority vote of the entire Town Council. All terms of members shall expire on a staggered basis at the first regular meeting of the Town Council in January of each year. A quorum of three (3) members shall be required at any meeting for the Planning Commission to take any official action. No member of Town Council may serve on the Planning Commission in any capacity.

### **Sec. 2-274. Powers and duties.**

The Planning Commission shall have the following powers and duties:

- (1) To advise the Town Council at any time regarding any matter relating to the Comprehensive Plan.
- (2) To review, pursuant to the applicable provisions of this Code, any submission which involves application for a special review use, subdivision approval, planned unit development approval, specially planned area approval or any application for rezoning significantly affecting the Town; and to make a written report to the Town Council of its findings and recommendations. In making such review, the Planning Commission shall specifically concern itself with whether or not the proposed development or requested action is consistent with the provisions of the Comprehensive Plan. The Planning Commission shall make a recommendation for approval, against approval or for approval subject to conditions.
- (3) To review the Comprehensive Plan on a continuing basis, taking into consideration changing conditions; and to submit a written report to the Town Council on the status of the Comprehensive Plan, including, if appropriate, recommendations for amendment in accordance with the provisions of SVMC Sec. 16A-1-50 18.020 of this Code.

### **Sec. 2-275. Authority.**

The Planning Commission shall have the authority:

- (1) To hire consultants and perform studies, upon the prior approval of the Town Council, to carry out its ~~duties~~responsibilities.
- (2) To consult with and utilize the services of the Planning Director, Town Attorney and other Town staff, as needed, to carry out its ~~responsibilities~~duties.
- (3) To act, in certain instances, as the Board of Adjustment.

#### Sec. 2-276. Meetings.

Regular meetings shall be held at least once a month at such time and place as the Planning Commission shall determine. The date, time and location of regular meetings shall be posted permanently in a location in the Town ordinarily used for public notices. The agenda of each regular meeting shall be posted in a public place within the Town at least forty-eight (48) hours' notice to each member of the Planning Commission. A special meeting, however, may be held on a shorter notice if a quorum of the Planning Commission approves.

#### Secs. 2-277—2-290. Reserved.

### ARTICLE XIV ~~Marketing, Group Sales and Special Events~~Tourism Board

#### Sec. 2-311. Establishment.

A permanent ~~Marketing, Group Sales and Special Events~~Tourism Board, specifically designated as ~~"advisory,"~~ is hereby created for the purposes of:

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- (1) Marketing;
- (2) Creation, promotion and execution of special events;
- (3) Public relations; ~~and~~
- (4) Sales and marketing programs to attract group reservations;
- (5) Destination management; -and
- (6) ~~#~~For development of tourism for the benefit of the Town as a whole.

The members of the Board shall collectively possess relevant skills and knowledge in the areas of marketing, group sales, special events, public relations, interpersonal relations, management and team building. The Board shall carry out its powers and duties with the express mandate that its decisions be made for the benefit of the Town as a whole.

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#### Sec. 2-312. Qualifications.

All members of the ~~Marketing, Group Sales and Special Events~~Tourism Board shall be Town residents or employed in the Town. ~~No member of the Town Council shall serve on the Board. The Town Council may only remove members of the Board, as follows:~~

~~(1) For misfeasance, nonfeasance or malfeasance of office by approval of a majority of the members of the Town Council; or~~

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~~(2) For any reason, by approval of at least three quarters (¾) of the members of the Town Council.~~

### Sec. 2-313. Composition.

The ~~Marketing, Group Sales and Special Events~~Tourism Board shall consist of nine (9) members and one (1) "ex-officio" member. The members of the Board, subject to the provisions of Section 2-316 below, shall be the following:

- (1) Three (3) nominees of the Town lodging industry nominated by the lodging businesses in the Town;
- (2) Three (3) members at-large;
- (3) One (1) nominee of the Aspen Skiing Company;
- (4) One (1) nominee of the Town retail industry;
- (5) One (1) nominee of the Town food and beverage industry; and
- (6) One (1) "ex-officio" member of the Board to be appointed by the Town Council to represent the ongoing development business in the Town. Said "ex-officio" member of the ~~Marketing, Group Sales and Special Events~~Tourism Board shall be a nonvoting member but shall enjoy all other rights of Board membership, including the right to be present during executive sessions of the Board. Said "ex-officio" member position may or may not be appointed from time to time in the discretion of the Town Council.

In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member.

### Sec. 2-314. Advisory Sub-Committees.

~~The Marketing, Group Sales and Special Events~~The Tourism Board shall create and appoint the members to three (3) advisory sub-committees to assist the Board in the exercise of its duties. A ~~Marketing, Group Sales and Special Events~~Tourism Board member shall chair each ~~Advisory C~~sub-committee to provide cohesion between the ~~Tourism~~ Board and the sub-committee. Preference for committee members will be that members are employed within the constituency group they represent. The Group Sales Advisory Sub-Committee is intended to be made up substantially of members of the lodging constituency group that support the success of the ~~Marketing, Group Sales and Special Events~~Tourism Board and shall advise the ~~Marketing, Group Sales and Special Events~~Tourism Board on group sales budgets, programming and operations. The Marketing Advisory Sub-Committee is intended to be composed of members from representative marketing and hospitality industries that support the success of the ~~Marketing, Group Sales and Special Events~~Tourism Board and shall advise the ~~Marketing, Group Sales and Special Events~~Tourism Board on marketing programs, campaigns and the like. The Events Advisory Sub-Committee is intended to be made up of members engaged in the event creation, promotion and operation industry that support the success of the ~~Marketing, Group Sales and Special Events~~Tourism Board and shall advise the ~~Marketing, Group Sales and Special Events~~Tourism Board on special and recurring event creation, promotion and operations. The ~~Sub-Committee~~Board will strive to include representation by members of specific industries, such as the transportation industry, and entities such as the Aspen Chamber Resort Association, the Aspen Skiing Company, the Snowmass Lodging Association, Stay Aspen Snowmass, nonprofit cultural organizations and the like.

### Sec. 2-315. Initial appointment and initial terms of office.

The ~~Marketing, Group Sales and Special Events~~Tourism Board shall be appointed by the Town Council to serve overlapping terms of three (3) years, which shall expire at the first regular meeting of the Town Council annually. The initial term of the additional member of the Board appointed pursuant to Paragraph 2-313~~(e)~~, above shall be two (2) years and the initial term of the additional member of the Board appointed pursuant to Paragraph 2-313(c), above shall be one (1) year.

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### Sec. 2-316. Terms of office and appointment.

- (a) Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.
  - (b) A nomination for membership to the ~~Marketing, Group Sales and Special Events~~Tourism Board shall be made to the Town Council by the Snowmass Village retail, food and beverage, and lodging industries. An industry nominee need not be a member of that industry. One (1) nomination is to be presented to the Town Council by each industry, or in the case of the lodging industry as per the requirements of Section 2-313 of this Code; provided, however, that in the event an industry, or the lodging industry as per the requirements of Section 2-313 of this Code, cannot agree on a nominee, multiple nominees may be nominated. In determining the nominee for an industry, only a business that is licensed pursuant to Section 4-2 of this Code may vote, one (1) vote per business.
  - (c) The Town Council must appoint the nominee of an industry identified in Subsections 2-313(1), (4) and (5) to the Board, if the nominee is qualified and if only one (1) person is nominated by the industry. If more than one (1) person is nominated to the Board by an industry identified in Subsections 2-313(1), (4) and (5), the Town Council must appoint one (1) of the industry nominees. In the event an industry fails to designate a nominee, then the Town Council shall choose the member of the Board for the industry. The Town Council may refuse to appoint a nominee to the Board of an industry identified in Subsections 2-313(1), (4) and (5), only if at least three-quarters (¾) of the members of the Town Council, present and voting, do not approve the nominee; in which event, the Town Council may choose and appoint the member of the Board for that industry.
  - (d) The members of the Board nominated pursuant to Subsections 2-313(2), (3) and (6) shall be chosen and appointed by the Town Council.
  - (e) A business may only have one (1) employee, officer, owner or holder of any indices of ownership in the business be a nominee of an industry or a member of the Board.
- (Ord. 11-2002 §1; Ord. 18-2005 §6)

### Sec. 2-317. Attendance at meetings.

Each member of the ~~Marketing and Special Events~~Tourism Board shall regularly and promptly attend all scheduled meetings to the extent practicable. In the event any member of the Board is consistently late for commencement of a scheduled meeting, or absent from two (2) consecutive regularly scheduled meetings without the prior approval of a majority of all the other members of the Board, such action shall be considered misfeasance of office and shall constitute grounds for removal.

### ~~Sec. 2-318. Vacancies.~~

~~In the event that a vacancy occurs on the Marketing and Special Events Board, the Town Council shall appoint a new member to serve the remaining term. Such appointment shall be accomplished in a manner specified in Section 2-305.~~

### Sec. 2-319~~8~~. Organizational meetings; ~~bylaws~~.

The members of the ~~Marketing and Special Events~~Tourism Board shall elect annually, from its membership, officers whose terms of office shall be for one (1) year with eligibility for re-election one (1) additional one-year term. ~~The Board shall adopt bylaws for its organization and for the transaction of its business not inconsistent with the provisions of this Article.~~ All meetings of the Board shall be open to the public and the Board shall keep a public record of its proceedings. Board meetings shall be held at a minimum of quarterly.

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**Sec. 2-32019. Powers and duties.**

In addition to carrying out its purpose, the ~~Marketing, Group Sales and Special Events~~Tourism Board shall have the following powers and duties:

- (1) Develop programs and policies to accomplish its purposes;
- (2) Authorize the Town Manager to enter into contracts or agreements to carry out its purposes, including administrative support;
- (3) Direct the expenditure of funds for marketing, including print, online, electronic media, e-mail and direct mail solicitation, as well as for public relations and administrative expenses;
- (4) Create, promote and execute special events;
- (5) Prepare an annual budget for approval of the Town Council;
- (6) Coordinate with the Town Manager to ensure monies are spent consistently with the approved budget for the Board;
- (7) Annually provide, for approval by Town Council, a business plan that includes relevant performance standards; and
- (8) Make quarterly reports to the Town Council showing the performance of the approved business plan. Prior to making a report to the Town Council, the ~~Marketing, Group Sales and Special Events~~Tourism Board and the Town Council will mutually agree to a report format.

**Secs. 2-3240—2-335. Reserved.****ARTICLE XV Part-Time Residents Advisory Board****Sec. 2-336. Establishment.**

~~An advisory~~A Part-Time Residents Advisory Board is hereby created by the Town Council to carry out such duties as directed by the Town Council and generally to provide a mechanism of communication and education between owners of residential real property in the Town who reside part time in the Town and the Town Council. The Part-Time Advisory Board is specifically designated as "advisory."

**Sec. 2-337. Qualifications.**

All members of the Part-Time Residents Advisory Board must:

- (1) Be nonresident fee simple owners of residential real property situate in the Town or the designated representative of an entity that is a fee simple owner of real property situate in the Town;
- (2) Not declare the Town their primary residence;
- (3) Not be eligible to vote in the Town; and
- (4) Not be in residence in the Town for more than six (6) months in any calendar year.

(Ord. 09-2005 §1; Ord. 12-2008 §1)

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**Sec. 2-338. Composition.**

The Part-Time Residents Advisory Board shall consist of seven (7) members composed of:

- (1) Three (3) owners of condominiums/ townhomes/multi-family dwellings;
- (2) Two (2) owners of single-family homes; and
- (3) Two (2) at-large owners.

Members may not be from the same complex association; this applies to all of the above categories.

In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member.

**Sec. 2-339. Meetings.**

The Part-Time Residents Advisory Board will meet a minimum of twice a year within the Town.

**Sec. 2-340. Terms of office.**

The Part-Time Residents Advisory Board shall be appointed by the Town Council to serve staggered terms that expire at the first regular meeting of the Town Council annually. The initial terms of members of the Board will be as follows:

| <i>Owner Representing</i> | <i>Term in Years</i> |
|---------------------------|----------------------|
| 1 - SF, Condo, At Large   | 1                    |
| 1 - Condo, At Large       | 2                    |
| 1 - Condo, SF             | 3                    |

Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.

**~~Sec. 2-341. Vacancies.~~**

~~In the event that a vacancy occurs on the Part-Time Residents Advisory Board, the Town Council shall appoint a new member to serve the remaining term.~~

**Secs. 2-34~~1~~<sup>2</sup>—2-360. Reserved.**

## ARTICLE XVI Environmental Advisory Board

**Sec. 2-371. Establishment.**

An Environmental Advisory Board is hereby established by the Town Council pursuant to Town Charter Section 8.1 to carry out such duties as directed by the Town Council and generally provide a mechanism for communication and education regarding environmental, sustainability and conservation issues between the Board, residents and visitors of Snowmass Village and the Town Council. The Environmental Advisory Board shall be specifically designated as "advisory." (Ord. 4-2011 §1)

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### Sec. 2-372. Composition and qualifications.

- (a) The Environmental Advisory Board shall consist of seven (7) members composed of:
- (1) Five (5) members selected at large.
  - (2) Two (2) members selected who possess specialized expertise and experience in environmental policy, environmental science and/or environmental design, one (1) such member preferably representing the Community Office for Resource Efficiency and the other such member preferably representing the Pitkin County Energy Management Program.
  - (3) All members of the Environmental Advisory Board shall be persons interested in environmental, sustainability and conservation issues and preference will be given to appointment of members with expertise or experience in environmental, sustainability and conservation issues.
  - (4) When appointing members to the Environmental Advisory Board, the Town Council shall primarily strive to balance the composition of the Board to ensure representation of various areas of environmental expertise, experience or interest to create a broad range of ability on the Board.
  - (5) When appointing members to the Environmental Advisory Board, the Town Council shall, where possible and secondarily to balancing the areas of expertise and experience, strive to balance the composition of the Board by consideration of balanced representation among Snowmass Village retail, lodging, construction and commercial business and industry.
- (b) ~~In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member. No member of the Town Council shall serve on the Board.~~

(Ord. 4-2011 §1)

### Sec. 2-373. Meetings.

The Environmental Advisory Board will meet at least quarterly or more as determined by the Environmental Advisory Board or Town Council, and such meetings shall be within the Town.

### Sec. 2-374. Terms of office.

The members of the Environmental Advisory Board shall be appointed by the Town Council to serve staggered and overlapping terms that expire at the first regular meeting of the Town Council annually. The initial terms of members of the Board will be as follows:

- (1) The first two (2) at-large members and the first specialized member appointed by the Town Council shall serve three-year terms;
- (2) The second at-large member and the second specialized member appointed by the Town Council shall serve two-year terms; and
- (3) The final two (2) at-large members appointed by the Town Council shall serve a one-year term.

Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.

### ~~Sec. 2-375. Vacancies.~~

~~In the event that a vacancy occurs on the Environmental Advisory Board, the Town Council shall appoint a new member to serve the remaining term. The Town Council may only remove members of the Board, as follows:~~

- ~~(1) For misfeasance or malfeasance of office by approval of a majority of the members of the Town Council;~~  
or  
~~(2) For any reason, by approval of at least three quarters (¾) of the members of the Town Council.~~

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#### **Sec. 2-376<sup>5</sup>. Powers and duties.**

The Environmental Advisory Board shall have the following powers and duties:

- (1) Advise the Town Council at any time regarding any matter relating to the Town's Environmental Sustainability Plan.
- (2) Recommend changes and updates to the Town's Environmental Sustainability Plan.
- (3) The Town Council may choose to direct the Environmental Advisory Board to investigate and answer specific environmental or sustainability questions it may have.
- (4) Provide technical expertise and a broad community perspective in order to develop recommendations to the Town Council concerning projects, programs, policies and operational practices that will benefit the natural environment.
- (5) Encourage community participation in these pursuits, and establish relationships with other environmental groups, in order to access and leverage support for its efforts.
- (6) Recommend programs and policies to accomplish its purpose.
- (7) At least annually, provide the Town Council with a report that includes progress on goals of the Environmental Sustainability Plan.

#### **Sec. 2-376. Reserved.**

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### **ARTICLE XVII Parks, Open Space, Trails and Recreation (POSTR) Advisory Board**

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#### **Sec. 2-377. Establishment.**

A Parks, Open Space, Trails and Recreation (POSTR) Advisory Board is hereby established by the Town Council pursuant to Town Charter Section 8.1 to carry out such duties as directed by the Town Council and generally provide a mechanism for communication and education regarding Parks, Open Space, Trails and Recreation issues between the Board, residents and visitors of Snowmass Village and the Town Council. The Parks, Open Space, Trails and Recreation (POSTR) Advisory Board shall be specifically designated as "advisory".

#### **Sec. 2-378. Composition and qualifications.**

- (a) The POSTR Advisory Board shall be composed of no less than seven (7) members and no more than fifteen (15) members:
  - (1) All members<sup>6</sup> will be selected at-large.
  - (2) All members selected for the Board shall have an interest in parks, trails, open space and recreation and be representative of a broad range of the community in terms of a particular interest or expertise in a specific area of POSTR.
- (b) In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member. No member of the Town Council shall serve on the Board.

(Ord. 01-2017 §1)

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### Sec. 2-379. Meetings.

The ~~Parks, Open Space, Trails and Recreation (POSTR)~~POSTR Advisory Board will meet at least quarterly or more as determined by the ~~Parks, Open Space, Trails and Recreation (POSTR)~~ Advisory Board ~~to the Town Council~~ and such meetings shall be within the Town.

### Sec. 2-380. Terms of office.

The members of the ~~Parks, Open Space, Trails and Recreation (POSTR)~~ Advisory Board shall be appointed by the Town Council to serve staggered and overlapping terms that expire at the first regular meeting of the Town Council annually. The initial terms of members of the Board will be as follows:

- (a) One-third ( $\frac{1}{3}$ ) of the at-large members shall be appointed by the Town Council and shall serve three (3) year terms;
- (b) One-third ( $\frac{1}{3}$ ) of the at-large members shall be appointed by the Town Council and shall serve two (2) year terms; and
- (c) The final at-large members appointed by Town Council and shall serve one (1) year terms.

Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.

### Sec. 2-381. Vacancies.

~~In the event that a vacancy occurs on the Parks, Open Space, Trails and Recreation (POSTR) Advisory Board, the Town Council shall appoint a new member to serve the remaining term. The Town Council may only remove members of the Board, as follows:~~

- ~~(1) For misfeasance or malfeasance of office by approval of a majority of the members of the Town Council, or~~
- ~~(2) For any reason, by approval of at least three quarters ( $\frac{3}{4}$ ) of the members of the Town Council.~~

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### Sec. 2-38~~2~~1. Powers and duties.

The ~~Parks, Open Space, Trails and Recreation (POSTR)~~ Advisory Board shall have the following powers and duties:

- (1) Advise the Town Council at any time regarding any matter relating to the Town of Snowmass Village POSTR Plan.
- (2) Recommend changes and updates to the Town of Snowmass Village POSTR Plan.
- (3) Investigate and answer specific parks, open space, trails and recreation issues as directed by the Town Council.
- (4) Provide technical expertise and a broad community perspective in order to develop recommendations to the Town Council concerning projects, programs, policies and operational practices that will benefit parks, open space, trails and recreation within the Town.
- (5) Encourage community participation in these pursuits, and establish relationships with other parks, open space, trails and recreation groups, in order to access and leverage support for the POSTR Plan.
- (6) Recommend programs and policies to accomplish its purpose.
- (7) Provide to Town Council at least annually a report that includes progress on goals of the POSTR Plan.

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**Secs. 2-38~~2~~—2-390. Reserved.**

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## EXHIBIT B

### Sec. 2-52. Boards and Commissions;

- (a) *Boards and Commissions.* The Town has established the following permanent boards and commissions:
- (1) Snowmass Village Arts Advisory Board (Chapter 2, Article VII);
  - (2) Citizens Grant Review Board (Chapter 2, Article IX);
  - (3) Financial Advisory Board (Chapter 2, Article X);
  - (5) Planning Commission (Chapter 2, Article XII);
  - (6) Tourism Board (Chapter 2, Article XIV);
  - (7) Part-Time Residents Advisory Board (Chapter 2, Article XV);
  - (8) Environmental Advisory Board (Chapter 2, Article XVI); and
  - (9) Parks, Open Space, Trails and Recreation Advisory Board (Chapter 2, Article XVII).
- (b) *Composition.* Each permanent board or commission shall consist of at least five (5) members, not including any member of Town Council appointed as an ex officio, non-voting member pursuant to this Chapter. All members of all boards and commissions except those specifically designated as "advisory" shall be residents and registered voters of the Town. Each term of office for board and commission members shall not exceed three (3) years.
- (c) *Chair.* The position of chair of the boards and commissions shall be elected annually by the members of each particular board or commission, but any member shall be limited to a maximum of two (2) consecutive one-year terms as chair. After any member of any board or commission has served two (2) consecutive one-year terms as chair of said board or commission, said member may not serve as chair of said board or commission for a period of one (1) year. Should a mid-term vacancy occur for the chair of any board or commission, the member appointed to serve out the remainder of such one-year term as chair shall be permitted to serve out the remainder of such term and thereafter serve no more than two (2) consecutive one-year terms as chair.
- (d) *Vacancy.* Whenever a vacancy occurs on any board or commission, the Town Council shall give public notice of such vacancy and encourage volunteers to seek appointment to such board or commission in accordance with Section 8.5 of the Town Charter. A vacancy on a board or commission shall be filled for the remainder of the unexpired term by appointment of the Town Council. For the purposes of this provision, a vacancy shall not be deemed to occur when an existing board or commission member is seeking re-appointment to an additional term, subject to any term limits.
- (e) *Quorum and Adjournment of Meeting.* Except as otherwise provided in the Code, a majority of the voting members of a board or commission in office at the time shall be a quorum for the transaction of business at a board or commission meeting but in the absence of a quorum a lesser number may adjourn any meeting to a later time or date. Except as otherwise provided in the Code, a vote of a majority of a quorum shall be a vote of the board or commission.
- (f) *Open meetings.* All regular and special meetings of boards and commissions shall be open to the public, except executive sessions.
- (g) *Town Council Membership.* Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member of the Town boards and commissions, except the Planning Commission.
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- (h) *Removal.* All members the Town boards and commissions shall serve at the pleasure of the Town Council and may be removed by a majority vote of the entire Town Council.
  - (i) *Rules of Procedure.* Except as otherwise provided in the Code, each board or commission may adopt and follow its own rules of procedure or bylaws, including setting the frequency of meetings. Rules of procedure and bylaws shall not supersede or conflict with the Code or Charter.

## **ARTICLE VII Snowmass Village Arts Advisory Board (SAAB)**

### **Sec. 2-171. Establishment.**

A permanent Snowmass Village Arts Advisory Board (SAAB), specifically designated as "advisory," is hereby created for the Town.

### **Sec. 2-172. Qualifications.**

All members of the Snowmass Village Arts Advisory Board (SAAB) shall have some experience in arts, cultural, educational or community organizations.

### **Sec. 2-173. Composition, appointment, terms.**

The Snowmass Village Arts Advisory Board (SAAB) shall consist of not less than five (5) nor more than fifteen (15) members, who shall serve overlapping terms of two (2) years each. In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member. The term of each member shall be designated in the Resolution of Appointment by the Town Council.

### **Sec. 2-174. Powers and duties.**

The Snowmass Village Arts Advisory Board (SAAB) shall have the following powers and duties:

- (1) Provide direction and leadership for future cultural arts initiatives, as they impact the Town's funding.
- (2) Act as a cultural arts advocate and consultant to the Town Council by promoting awareness and education concerning the cultural arts.
- (3) Provide a resource of information and expertise on cultural arts issues.
- (4) Function as the primary cultural arts liaison between the Town Council and the community.
- (5) Process, review and make recommendations to the Town Council on arts- related and cultural-related issues, propositions and funding proposals, including by holding a forum a minimum of every four (4) years for all cultural arts organizations.
- (6) Review and evaluate progress of the Snowmass Village Arts Advisory Board (SAAB) Strategic Planning Document.
- (7) Present annual reports to the Town Council outlining the condition of the cultural arts serving the Town and goals for future development.
- (8) Work in cooperation with any organization which purports to represent and develop special cultural events within the Town to keep within the goals and objectives of the cultural arts long-range plan.
- (9) Render such other recommendations or advice as the Town Council may request.

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**Secs. 2-175—2-190. Reserved.**

## **ARTICLE IX Citizens Grant Review Board**

### **Sec. 2-211. Establishment.**

A permanent Citizens Grant Review Board (CGRB) is hereby created for the Town.

#### **QUALIFICATIONS**

### **Sec. 2-212. Composition of board; removal.**

All members of the CGRB shall be full-time residents and registered voters in Snowmass Village and have some experience in cultural, educational and/or community organizations. The Board shall consist of not less than five (5) regular members and not more than seven (7) regular members. In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member. Any voting member missing three (3) meetings over a period of one (1) year, without good cause, shall be removed from the Board by the Town Council.

### **Sec. 2-213. Appointment and terms of office.**

All members of the CGRB shall be appointed by the Town Council. Initial appointments shall specify the term of office of each individual and be in accordance with Section 8.3 of the Charter. Thereafter, the term of office for each member shall be three (3) years.

### **Sec. 2-214. Organizational meetings.**

The members of the Board shall elect annually, from its membership, a Chairperson and a Vice-Chairperson whose term of office in such capacity shall be for one (1) year with eligibility for re-election for one (1) additional one-year term. The Board may adopt rules and regulations for its organization and for the transaction of business. Such business shall not conflict with the ordinances of the Town or the statutes of the State. All meetings shall be open to the public, and the Board shall keep a public record of its proceedings. Board meetings shall be held a minimum of three (3) times a year, or more, if necessary, as determined by the Board.

### **Sec. 2-215. Powers and duties.**

The CGRB shall have the following powers and responsibilities:

- (1) Advocate for nonprofit, charitable organizations, which enhance the quality of life for the residents, visitors and employees of Snowmass Village.
- (2) Provide a resource of information and expertise on grant issues.
- (3) Function as the primary grant review liaison between the Town Council and the community nonprofit organizations.
- (4) Process, review and make recommendations to the Town Council on all grants and funding requests by:

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- a. Publishing notice of availability of funding for grants by the Town and mailing applications as requested;
  - b. Establishing comprehensive grant funding and review guidelines to properly implement the grant process;
  - c. Receiving and evaluating all incoming applications to determine:
    1. If applications are tax-exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code;
    2. If the applicants are appropriately enhancing the quality of life of the citizens, visitors and employees of Snowmass Village;
    3. If the applicants are outside the realm of consideration, i.e. religious and "for-profit" groups, individuals, organizations clearly servicing an area outside of the Roaring Fork Valley or organizations with political agendas;
  - d. Conducting intensive interview sessions with every applicant for funding, to be held each year during the budget process;
  - e. Holding deliberation meetings to discuss all the applications in order to arrive at a list of recommended grant awards.
- (5) Present a final list of recommended grants to the Town Council and explain the reasoning behind such recommendations.
  - (6) To meet on a timely and as-needed basis to review any other proposals that may come before the Board, and to fully carry out the Board's duties.
  - (7) To render such other recommendations or advice as Town Council may, from time to time, request.

**Secs. 2-216—2-230. Reserved.**

## **ARTICLE X Financial Advisory Board**

### **Sec. 2-231. Establishment.**

Pursuant to Section 8.1 of the Charter, there is hereby established a Financial Advisory Board for the Town. The Financial Advisory Board is specifically designated as "advisory."

### **Sec. 2-232. Qualifications.**

All members of the Financial Advisory Board shall have education or experience in business or public finance, accounting or budgeting. No employee of the Town, or any Town, County or City of Aspen official shall serve on any Financial Advisory Board. In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member.

### **Sec. 2-233. Composition; appointment; term.**

The Financial Advisory Board shall consist of not less than five (5) members and not more than seven (7) members, who shall be appointed by the Town Council to serve overlapping terms of two (2) years each. All members shall serve at the pleasure of the Town Council and may be removed by a majority vote of the entire

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Town Council. The Financial Advisory Board shall elect a chairman from the membership annually and may establish rules and regulations governing its procedure consistent with the provisions of this Article.

**Sec. 2-234. Powers and duties.**

The Financial Advisory Board shall have the following powers and duties:

- (1) To make recommendations to the Town Council prior to the adoption of the budget and capital program for the Town.
- (2) To render such other recommendations or advice as the Town Council may, from time to time, request.
- (3) To request of the Town Council the ability to undertake a review of any item that the Financial Advisory Board determines significant for review.
- (4) The Financial Advisory Board may discuss any matter that the Board determines necessary.

**Secs. 2-235—2-250. Reserved.**

## **ARTICLE XII Planning Commission**

**Sec. 2-271. Establishment of Planning Commission.**

Pursuant to Section 8.1 of the Town Charter, there is hereby established a Planning Commission.

**Sec. 2-272. Vacancies.**

Vacancies in the Planning Commission shall be filled for the remainder of the unexpired term by appointment of the Town Council.

**Sec. 2-273. Composition, appointment and term.**

The Planning Commission shall consist of seven (7) regular members. Regular members shall each be appointed by the Town Council to serve overlapping terms of three (3) years each. Appointments to fill vacancies as a result of the expiration of a term shall be made at the first regular Council meeting in January of each year. Other vacancies shall be filled as provided in the Charter. All members shall serve at the pleasure of the Town Council and may be removed by a majority vote of the entire Town Council. All terms of members shall expire on a staggered basis at the first regular meeting of the Town Council in January of each year. A quorum of three (3) members shall be required at any meeting for the Planning Commission to take any official action. No member of Town Council may serve on the Planning Commission in any capacity.

**Sec. 2-274. Powers and duties.**

The Planning Commission shall have the following powers and duties:

- (1) To advise the Town Council at any time regarding any matter relating to the Comprehensive Plan.
- (2) To review, pursuant to the applicable provisions of this Code, any submission which involves application for a special review use, subdivision approval, planned unit development approval, specially planned area approval or any application for rezoning significantly affecting the Town; and to make a written report to the Town Council of its findings and recommendations. In making such review, the

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Planning Commission shall specifically concern itself with whether or not the proposed development or requested action is consistent with the provisions of the Comprehensive Plan. The Planning Commission shall make a recommendation for approval, against approval or for approval subject to conditions.

- (3) To review the Comprehensive Plan on a continuing basis, taking into consideration changing conditions; and to submit a written report to the Town Council on the status of the Comprehensive Plan, including, if appropriate, recommendations for amendment in accordance with the provisions of SVMC Sec. 16A-1-50 18.020 of this Code.

### **Sec. 2-275. Authority.**

The Planning Commission shall have the authority:

- (1) To hire consultants and perform studies, upon the prior approval of the Town Council, to carry out its duties.
- (2) To consult with and utilize the services of the Planning Director, Town Attorney and other Town staff, as needed, to carry out its duties.
- (3) To act, in certain instances, as the Board of Adjustment.

### **Sec. 2-276. Meetings.**

Regular meetings shall be held at least once a month at such time and place as the Planning Commission shall determine. The date, time and location of regular meetings shall be posted permanently in a location in the Town ordinarily used for public notices. The agenda of each regular meeting shall be posted in a public place within the Town at least forty-eight (48) hours' notice to each member of the Planning Commission. A special meeting, however, may be held on a shorter notice if a quorum of the Planning Commission approves.

### **Secs. 2-277—2-290. Reserved.**

## **ARTICLE XIV Tourism Board**

### **Sec. 2-311. Establishment.**

A permanent Tourism Board, specifically designated as "advisory," is hereby created for the purposes of:

- (1) Marketing;
- (2) Creation, promotion and execution of special events;
- (3) Public relations;
- (4) Sales and marketing programs to attract group reservations;
- (5) Destination management; and
- (6) For development of tourism for the benefit of the Town as a whole.

The members of the Board shall collectively possess relevant skills and knowledge in the areas of marketing, group sales, special events, public relations, interpersonal relations, management and team building. The Board shall carry out its powers and duties with the express mandate that its decisions be made for the benefit of the Town as a whole.

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### **Sec. 2-312. Qualifications.**

All members of the Tourism Board shall be Town residents or employed in the Town.

### **Sec. 2-313. Composition.**

The Tourism Board shall consist of nine (9) members and one (1) "ex-officio" member. The members of the Board, subject to the provisions of Section 2-316 below, shall be the following:

- (1) Three (3) nominees of the Town lodging industry nominated by the lodging businesses in the Town;
- (2) Three (3) members at-large;
- (3) One (1) nominee of the Aspen Skiing Company;
- (4) One (1) nominee of the Town retail industry;
- (5) One (1) nominee of the Town food and beverage industry; and
- (6) One (1) "ex-officio" member of the Board to be appointed by the Town Council to represent the ongoing development business in the Town. Said "ex-officio" member of the Tourism Board shall be a nonvoting member but shall enjoy all other rights of Board membership, including the right to be present during executive sessions of the Board. Said "ex-officio" member position may or may not be appointed from time to time in the discretion of the Town Council.

In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member.

### **Sec. 2-314. Advisory Sub-Committees.**

The Tourism Board shall create and appoint the members to three (3) advisory sub-committees to assist the Board in the exercise of its duties. A Tourism Board member shall chair each sub-committee to provide cohesion between the Tourism Board and the sub-committee. Preference for committee members will be that members are employed within the constituency group they represent. The Group Sales Advisory Sub-Committee is intended to be made up substantially of members of the lodging constituency group that support the success of the Tourism Board and shall advise the Tourism Board on group sales budgets, programming and operations. The Marketing Advisory Sub-Committee is intended to be composed of members from representative marketing and hospitality industries that support the success of the Tourism Board and shall advise the Tourism Board on marketing programs, campaigns and the like. The Events Advisory Sub-Committee is intended to be made up of members engaged in the event creation, promotion and operation industry that support the success of the Tourism Board and shall advise the Tourism Board on special and recurring event creation, promotion and operations. The Sub-Committee will strive to include representation by members of specific industries, such as the transportation industry, and entities such as the Aspen Chamber Resort Association, the Aspen Skiing Company, the Snowmass Lodging Association, Stay Aspen Snowmass, nonprofit cultural organizations and the like.

### **Sec. 2-315. Initial appointment and initial terms of office.**

The Tourism Board shall be appointed by the Town Council to serve overlapping terms of three (3) years, which shall expire at the first regular meeting of the Town Council annually. The initial term of the additional member of the Board appointed pursuant to Paragraph 2-313, above shall be two (2) years and the initial term of the additional member of the Board appointed pursuant to Paragraph 2-313(c), above shall be one (1) year.

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### **Sec. 2-316. Terms of office and appointment.**

- (a) Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.
- (b) A nomination for membership to the Tourism Board shall be made to the Town Council by the Snowmass Village retail, food and beverage, and lodging industries. An industry nominee need not be a member of that industry. One (1) nomination is to be presented to the Town Council by each industry, or in the case of the lodging industry as per the requirements of Section 2-313 of this Code; provided, however, that in the event an industry, or the lodging industry as per the requirements of Section 2-313 of this Code, cannot agree on a nominee, multiple nominees may be nominated. In determining the nominee for an industry, only a business that is licensed pursuant to Section 4-2 of this Code may vote, one (1) vote per business.
- (c) The Town Council must appoint the nominee of an industry identified in Subsections 2-313(1), (4) and (5) to the Board, if the nominee is qualified and if only one (1) person is nominated by the industry. If more than one (1) person is nominated to the Board by an industry identified in Subsections 2-313(1), (4) and (5), the Town Council must appoint one (1) of the industry nominees. In the event an industry fails to designate a nominee, then the Town Council shall choose the member of the Board for the industry. The Town Council may refuse to appoint a nominee to the Board of an industry identified in Subsections 2-313(1), (4) and (5), only if at least three-quarters (¾) of the members of the Town Council, present and voting, do not approve the nominee; in which event, the Town Council may choose and appoint the member of the Board for that industry.
- (d) The members of the Board nominated pursuant to Subsections 2-313(2), (3) and (6) shall be chosen and appointed by the Town Council.
- (e) A business may only have one (1) employee, officer, owner or holder of any indices of ownership in the business be a nominee of an industry or a member of the Board.

(Ord. 11-2002 §1; Ord. 18-2005 §6)

### **Sec. 2-317. Attendance at meetings.**

Each member of the Tourism Board shall regularly and promptly attend all scheduled meetings to the extent practicable. In the event any member of the Board is consistently late for commencement of a scheduled meeting, or absent from two (2) consecutive regularly scheduled meetings without the prior approval of a majority of all the other members of the Board, such action shall be considered misfeasance of office and shall constitute grounds for removal.

### **Sec. 2-318. Organizational meetings.**

The members of the Tourism Board shall elect annually, from its membership, officers whose terms of office shall be for one (1) year with eligibility for re-election one (1) additional one-year term. All meetings of the Board shall be open to the public and the Board shall keep a public record of its proceedings. Board meetings shall be held at a minimum of quarterly.

### **Sec. 2-319. Powers and duties.**

In addition to carrying out its purpose, the Tourism Board shall have the following powers and duties:

- (1) Develop programs and policies to accomplish its purposes;

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- (2) Authorize the Town Manager to enter into contracts or agreements to carry out its purposes, including administrative support;
  - (3) Direct the expenditure of funds for marketing, including print, online, electronic media, e-mail and direct mail solicitation, as well as for public relations and administrative expenses;
  - (4) Create, promote and execute special events;
  - (5) Prepare an annual budget for approval of the Town Council;
  - (6) Coordinate with the Town Manager to ensure monies are spent consistently with the approved budget for the Board;
  - (7) Annually provide, for approval by Town Council, a business plan that includes relevant performance standards; and
  - (8) Make quarterly reports to the Town Council showing the performance of the approved business plan. Prior to making a report to the Town Council, the Tourism Board and the Town Council will mutually agree to a report format.

**Secs. 2-320—2-335. Reserved.**

## **ARTICLE XV Part-Time Residents Advisory Board**

### **Sec. 2-336. Establishment.**

A Part-Time Residents Advisory Board is hereby created by the Town Council to carry out such duties as directed by the Town Council and generally to provide a mechanism of communication and education between owners of residential real property in the Town who reside part time in the Town and the Town Council. The Part-Time Advisory Board is specifically designated as “advisory.”

### **Sec. 2-337. Qualifications.**

All members of the Part-Time Residents Advisory Board must:

- (1) Be nonresident fee simple owners of residential real property situate in the Town or the designated representative of an entity that is a fee simple owner of real property situate in the Town;
- (2) Not declare the Town their primary residence;
- (3) Not be eligible to vote in the Town; and
- (4) Not be in residence in the Town for more than six (6) months in any calendar year.

(Ord. 09-2005 §1; Ord. 12-2008 §1)

### **Sec. 2-338. Composition.**

The Part-Time Residents Advisory Board shall consist of seven (7) members composed of:

- (1) Three (3) owners of condominiums/ townhomes/multi-family dwellings;
- (2) Two (2) owners of single-family homes; and
- (3) Two (2) at-large owners.

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Members may not be from the same complex association; this applies to all of the above categories.

In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member.

### **Sec. 2-339. Meetings.**

The Part-Time Residents Advisory Board will meet a minimum of twice a year within the Town.

### **Sec. 2-340. Terms of office.**

The Part-Time Residents Advisory Board shall be appointed by the Town Council to serve staggered terms that expire at the first regular meeting of the Town Council annually. The initial terms of members of the Board will be as follows:

| <i><b>Owner Representing</b></i> | <i><b>Term in Years</b></i> |
|----------------------------------|-----------------------------|
| 1 - SF, Condo, At Large          | 1                           |
| 1 - Condo, At Large              | 2                           |
| 1 - Condo, SF                    | 3                           |

Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.

### **Secs. 2-341—2-360. Reserved.**

## **ARTICLE XVI Environmental Advisory Board**

### **Sec. 2-371. Establishment.**

An Environmental Advisory Board is hereby established by the Town Council pursuant to Town Charter Section 8.1 to carry out such duties as directed by the Town Council and generally provide a mechanism for communication and education regarding environmental, sustainability and conservation issues between the Board, residents and visitors of Snowmass Village and the Town Council. The Environmental Advisory Board shall be specifically designated as "advisory." (Ord. 4-2011 §1)

### **Sec. 2-372. Composition and qualifications.**

- (a) The Environmental Advisory Board shall consist of seven (7) members composed of:
- (1) Five (5) members selected at large.
  - (2) Two (2) members selected who possess specialized expertise and experience in environmental policy, environmental science and/or environmental design, one (1) such member preferably representing the Community Office for Resource Efficiency and the other such member preferably representing the Pitkin County Energy Management Program.
  - (3) All members of the Environmental Advisory Board shall be persons interested in environmental, sustainability and conservation issues and preference will be given to appointment of members with expertise or experience in environmental, sustainability and conservation issues.

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- (4) When appointing members to the Environmental Advisory Board, the Town Council shall primarily strive to balance the composition of the Board to ensure representation of various areas of environmental expertise, experience or interest to create a broad range of ability on the Board.
  - (5) When appointing members to the Environmental Advisory Board, the Town Council shall, where possible and secondarily to balancing the areas of expertise and experience, strive to balance the composition of the Board by consideration of balanced representation among Snowmass Village retail, lodging, construction and commercial business and industry.
- (b) In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member. (Ord. 4-2011 §1)

### **Sec. 2-373. Meetings.**

The Environmental Advisory Board will meet at least quarterly or more as determined by the Environmental Advisory Board or Town Council, and such meetings shall be within the Town.

### **Sec. 2-374. Terms of office.**

The members of the Environmental Advisory Board shall be appointed by the Town Council to serve staggered and overlapping terms that expire at the first regular meeting of the Town Council annually. The initial terms of members of the Board will be as follows:

- (1) The first two (2) at-large members and the first specialized member appointed by the Town Council shall serve three-year terms;
- (2) The second at-large member and the second specialized member appointed by the Town Council shall serve two-year terms; and
- (3) The final two (2) at-large members appointed by the Town Council shall serve a one-year term.

Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.

### **Sec. 2-375. Powers and duties.**

The Environmental Advisory Board shall have the following powers and duties:

- (1) Advise the Town Council at any time regarding any matter relating to the Town's Environmental Sustainability Plan.
- (2) Recommend changes and updates to the Town's Environmental Sustainability Plan.
- (3) The Town Council may choose to direct the Environmental Advisory Board to investigate and answer specific environmental or sustainability questions it may have.
- (4) Provide technical expertise and a broad community perspective in order to develop recommendations to the Town Council concerning projects, programs, policies and operational practices that will benefit the natural environment.
- (5) Encourage community participation in these pursuits, and establish relationships with other environmental groups, in order to access and leverage support for its efforts.
- (6) Recommend programs and policies to accomplish its purpose.
- (7) At least annually, provide the Town Council with a report that includes progress on goals of the Environmental Sustainability Plan.

**Sec. 2-376. Reserved.**

**ARTICLE XVII Parks, Open Space, Trails and Recreation (POSTR) Advisory Board**

**Sec. 2-377. Establishment.**

A Parks, Open Space, Trails and Recreation (POSTR) Advisory Board is hereby established by the Town Council pursuant to Town Charter Section 8.1 to carry out such duties as directed by the Town Council and generally provide a mechanism for communication and education regarding Parks, Open Space, Trails and Recreation issues between the Board, residents and visitors of Snowmass Village and the Town Council. The Parks, Open Space, Trails and Recreation (POSTR) Advisory Board shall be specifically designated as "advisory".

**Sec. 2-378. Composition and qualifications.**

- (a) The POSTR Advisory Board shall be composed of no less than seven (7) members and no more than fifteen (15) members:
  - (1) All members will be selected at-large.
  - (2) All members selected for the Board shall have an interest in parks, trails, open space and recreation and be representative of a broad range of the community in terms of a particular interest or expertise in a specific area of POSTR.
- (b) In addition, Town Council may appoint one or more members of Town Council to serve as an ex officio, non-voting member.

(Ord. 01-2017 §1)

**Sec. 2-379. Meetings.**

The POSTR Advisory Board will meet at least quarterly or more as determined by the POSTR Advisory Board and such meetings shall be within the Town.

**Sec. 2-380. Terms of office.**

The members of the POSTR Advisory Board shall be appointed by the Town Council to serve staggered and overlapping terms that expire at the first regular meeting of the Town Council annually. The initial terms of members of the Board will be as follows:

- (a) One-third ( $\frac{1}{3}$ ) of the at-large members shall be appointed by the Town Council and shall serve three (3) year terms;
- (b) One-third ( $\frac{1}{3}$ ) of the at-large members shall be appointed by the Town Council and shall serve two (2) year terms; and
- (c) The final at-large members appointed by Town Council and shall serve one (1) year terms.

Following the completion of the initial terms of office, each succeeding term shall be for three (3) years.

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**Sec. 2-381. Powers and duties.**

The POSTR Advisory Board shall have the following powers and duties:

- (1) Advise the Town Council at any time regarding any matter relating to the Town of Snowmass Village POSTR Plan.
- (2) Recommend changes and updates to the Town of Snowmass Village POSTR Plan.
- (3) Investigate and answer specific parks, open space, trails and recreation issues as directed by the Town Council.
- (4) Provide technical expertise and a broad community perspective in order to develop recommendations to the Town Council concerning projects, programs, policies and operational practices that will benefit parks, open space, trails and recreation within the Town.
- (5) Encourage community participation in these pursuits, and establish relationships with other parks, open space, trails and recreation groups, in order to access and leverage support for the POSTR Plan.
- (6) Recommend programs and policies to accomplish its purpose.
- (7) Provide to Town Council at least annually a report that includes progress on goals of the POSTR Plan.

**Secs. 2-382—2-390. Reserved.**

# Town of Snowmass Village

## Agenda Item Summary

### DATE OF MEETING:

August 19, 2024

### AGENDA ITEM:

CONTINUATION OF PUBLIC HEARING AND SECOND READING: Ordinance No. 10, Series of 2024, an ordinance regarding certain Snowmass Village Municipal Code amendments involving revisions creating new Accessory Employee Unit (AEU) replacement standards in the Land Use and Development Code (LUDC).

### PRESENTED BY:

Jim Wahlstrom, Senior Planner, AICP, Community Development Department; and David Shinneman, Director, AICP, Community Development Department

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### BACKGROUND:

During the August 5, 2025, meeting, the Town Council directed two amendments to the proposed Ordinance.

1. The maximum an Accessory Employee Unit (AEU) could exceed the floor area cap for a property be reduced from the proposed 1,000 square feet to 750 square feet.
2. Revise the definition for Caregivers and Caretaker. The definitions for Caretaker and Caregiver were modified to further describe and better distinguish between the two occupancy types.

The public hearing for the reconsideration of the second reading of Ordinance 10 and the modified code language was continued to August 19, 2024, meeting. The proposed code changes are summarized below as directed for modification.

1. Definitions:
  - **Modifying the definitions in Chapters 1 and 16A** for consistency and compatibility with the proposed draft edits and with each chapter. The Caretaker and Caregiver definitions were modified to distinctly differentiate the two qualifying occupants.
2. Combining the current ACU and AEU code language in Chapter 16A:
  - Address **pre-existing ACUs and AEU**s as legal nonconforming uses.
  - Address **vulnerability of abuse**: Initial registration, restricted deed / covenant, restricted housing agreement, and recordation thereof to run with the land.

- **Increase penalty for removal** at three times that of a FAET calculation result.
  - Maintain the allowance for a **town inspection**.
3. Modified use and locational parameters for AEU placement on property:
- **Uses:** Allowance for attached AEU's to a principal home, or detached AEU's including ones attached to a detached garage subject to design/development parameters.
  - **Standalone accessory units:** New and modified standards for acceptable locational placement on a lot.
  - **Special review:** Removing the Special Review requirement for detached AEU's and square footage up to **750** square feet above a floor area limit for a lot. (**Note: the maximum size of an AEU remains the same as the current code at 1,000 square feet**)
4. Standards for Accessory Employee Units:
- **Occupancy standards:** Allowance for qualified employees, seniors (> 65), caretakers, caregivers, or disabled persons in a new AEU, plus adding new definitions for caretakers, caregivers (as modified), and disabled persons.
  - **Incentives:** Up to **750** square foot floor area bonus beyond a property's maximum floor area without Floor Area Excise Tax; Restrictions to obtain.
  - **Prohibiting restricted sales or condominium AEU's** for conveyance purposes.
  - Allowing for **rental of AEU's by employers to lease back to employees**.
5. Miscellaneous updates:
- Clarify the allowance of an AEU in **Table 3-1, Schedule of Uses**.
  - Clarify the allowance of an AEU in the **code's floor area measurement standards**.
  - Modify the AEU **completion and registration code** for consistency with the draft modified standards.

## FINANCIAL IMPACT:

With the proposed bonus floor area up to **750** square feet for an Accessory Employee Unit beyond the maximum floor area limit of a lot without Floor Area Excise Tax, there could be a loss in that tax revenue with every affected building permit application requesting the bonus floor area up to 10 percent beyond the maximum floor area of a single-family property. Typical FAET applications range between 450 to 550 square feet, but sometimes less. With a reassessment of added floor area there would be future increases in property tax revenue. Added accessory employee units with the opportunity to house additional occupants would add to the sustainability and economic viability of the community.

## APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

These have been addressed as Findings in the attached Ordinance 10.

## APPLICABLE REGULATIONS:

The code's review standards were addressed as Findings in the attached Ordinance 10.

## COUNCIL OPTIONS:

Open the continued public hearing to hear and consider additional comments from the public. Approve, approve with modifications, or deny the second reading of the ordinance. If approved, the ordinance would take effect within 15 days.

#### STAFF RECOMMENDATION:

Town Staff recommends the Council, by motion and roll-call vote to approve Ordinance 10-2024 on second reading.

#### ATTACHMENTS:

1. Ordinance No. 10, Series of 2024;
2. Exhibit 'A' to ordinance of the updated edited language regarding the new Accessory Employee Unit replacement code standards, as amended by Town Council July 1, 2024 at first reading and as further amended at the continued public hearing and previously scheduled second reading on August 5, 2024 – **REDLINED VERSION**;
3. Exhibit 'A' to ordinance of the updated modified language regarding the new Accessory Employee Unit replacement code standards – **FINAL VERSION**
4. Town Attorney's correspondence dated July 25, 2024 regarding the Master declarations as well as found individual plat declaration provisions (Provided again for reference).
5. Prior letters from the Snowmass Homeowners' Association (SHOA), dated July 19, 2024, June 28, 2024, and May 31, 2024. (Provided again for reference).

TOWN OF SNOWMASS  
VILLAGE  
TOWN COUNCIL  
ORDINANCE NO. 10,  
SERIES OF 2024

AN ORDINANCE REGARDING CODE TEXT AMENDMENTS TO CHAPTER 1, ARTICLE II DEFINITIONS, AND CHAPTER 16A, ARTICLE II DEFINITIONS, ARTICLE III ZONE DISTRICTS, MEASUREMENT OF DIMENSIONAL LIMITATIONS, AND ACCESSORY UNITS, INVOLVING THE COMBINATION AND CREATION OF NEW ACCESSORY EMPLOYEE UNIT REPLACEMENT STANDARDS.

WHEREAS, the Town Council approved Ordinance No. 9, Series of 2018 on December 17, 2018, thereby adopting the 2018 Town of Snowmass Village Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, Town Council Ordinance No. 1, Series of 2022, adopted Amendments to the Comprehensive Plan pursuant to the Code mandated Periodic Review's 'State of the Comprehensive Plan' processed in 2021; and

WHEREAS, the 2018 Comprehensive Plan and the 2022 Amendment incorporated Goals, Policies, and Next Steps relative to Accessory Units; and

WHEREAS, the Comprehensive Plan's Goal E, "**Expand Housing Choice, Affordability and Redevelopment**," and its policy and next step state:

Policy E.3, 'Incentivize Accessory Dwelling Units,'(page 41 of Comp Plan).

*"Modifying the current Accessory Caretaker and Accessory Employee Unit programs into a single Accessory Dwelling Unit (ADU) program to allow maximum flexibility while creating units that are more likely to be rented, could increase the private sector contributions toward meeting our employee housing demand as well as providing some much needed senior housing. Stand-alone units or units above, below or beside a garage would reduce the mass and scale of a residence (by breaking up the floor area), and may also be more easily rented out."*

**Next Step 7:** *"Modify the Land Use & Development Code to combine the Accessory Employee Unit (AEU) and Accessory Caretaker Unit (ACU) programs into one Accessory Dwelling Unit (ADU) program that would give owners more incentive to create these units."*

WHEREAS, the Appendix section of the Comprehensive Plan under "Accessory Dwelling Units (ADUs)" include as stated:

a. *"Prior to WWII, most single-family homes in urban areas had separate 'in-law'*

units where young families got their start or where elderly parents could live.”

b. *“Multi-generational housing is becoming more of the norm again as families accommodate aging parents.”*

c. *“As mentioned above, they (ADUs) present a great opportunity to provide lower cost housing for in-town employees and seniors alike, as well as a potential source of revenue for homeowners.”*

d. *“ADUs for seniors can be built on their home property or that of their adult children. This is an excellent way to provide senior housing that is personalized, gives them security and privacy, and is accessible for future needs.”*

e. *“Flexibility is the key to a successful ADU program.”*

WHEREAS, amendments to Chapter 1 and Chapter 16A of the Snowmass Village Municipal Code ("Municipal Code") are necessary to implement certain action steps identified within the Comprehensive Plan; and

WHEREAS, The Code provides the authority for the Planning Commission or Town Council to initiate an amendment to the text of the development code pursuant to Section 16A-5-210 of the Land Use and Development Code; and

WHEREAS, on April 19 and November 15, 2023 and on February 21 and April 3, 2024, the Planning Commission reviewed and heard the findings and recommendations of town staff, considered public comments, made its findings and recommendations, and directed the draft code amendments be referred for review by Town departments, referral agencies, districts and affected homeowners' associations which occurred on March 7, 2024, and approved Resolution No. 3, Series of 2024, on April 3, 2024; and

WHEREAS, a public hearing notice was published in the Aspen Times Snowmass Sun edition on May 15, 2024 for the initial Town Council meeting on June 3, 2024. Following the review and meeting, the public hearing and first reading of this ordinance was continued to July 1, 2024, acted upon as amended, and the second reading was scheduled with the public hearing continuance to August 5, 2024 followed by another continuance of the public hearing with directed amendments for reconsideration of the second reading of the ordinance on August 19, 2024; and

WHEREAS, the draft code amendments contained in this Resolution are being processed under the provisions of Section 16A-5-210, 'Amendments to text of Development Code' of the Municipal Code; and

WHEREAS, the Town Council has determined that the revisions to the Municipal

Code, as hereinafter set forth, are necessary for the public health, safety, and welfare.

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

**Section One: Findings.** Based upon the information provided and the staff reports, analyses and testimony given during the meetings and public hearing, the Town Council finds as follows:

1. The procedural requirements set forth in Section 16A-5-210, '*Amendments to the Text of the of the Development Code*' of the Municipal Code have been satisfied.
2. The proposed amendments comply with the applicable review standards specified within Section 16A-5-210(e) of the Municipal Code, specifically:
  - a. Consistency with the Comprehensive Plan Strategic Initiatives, goals, policies, and next steps;
  - b. Protects and enhance the quality of life to promote the general health, safety, and welfare of the present and future residents of, and visitors to, the Town;
  - c. Provides for orderly development of the Town, so that the range of uses provided is necessary to sustain residents of the community and to maintain a healthy resort economy accommodated in a compatible manner; and
  - d. Implements the principles and policies of the Town's Comprehensive Plan.

**Section Two: Action.** The Town Council hereby adopts the amendments to Chapters 1 and 16A of the Municipal Code updating Chapter 1, Article II, Section 1-21, "Definitions," and Chapter 16A, Land Use and Development Code, Article II & Section 16A-2-20, "Definitions," Article III, Section 16A-3-50, "Zone district use schedule," (Footnote 1 therein), Section 16A 3-210, "Measurement of dimensional limitations," and Section 16A-3-230, "Accessory Units," of the Snowmass Village municipal code to address proposed modifications to create and combine new replacement Accessory Employee Unit standards, as further described in Exhibit 'A' attached hereto and incorporated herein.

**INTRODUCED, READ, AND APPROVED**, as amended, on first reading, by the Town Council of the Town of Snowmass Village on July 1, 2024, upon a motion by Council Member Marolt, the second of Council Member Gustafson, and upon a vote of 4 in favor and 1 against. (Council Member Fridstein no).

**READ, APPROVED, AND ADOPTED**, on second reading, by the Town

Council of the Town of Snowmass Village on August 19, 2024, upon a motion  
by Council Member \_\_\_\_\_, the second of Council Member  
\_\_\_\_\_, and upon a vote of \_\_\_ in favor and \_\_\_ against.

TOWN OF SNOWMASS VILLAGE

\_\_\_\_\_  
Bill Madsen, Mayor

ATTEST:

\_\_\_\_\_  
Megan Boucher, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Conklin, Town Attorney

Attachments:

**Exhibit "A"** – Town Council's Edited Versions of code text amendments to Chapter 1,  
Article II Definitions, and Chapter 16A, Article II Definitions, Article III Zone Districts,  
Measurement of dimensional limitations, and Accessory units, involving the  
combination and creation of new, replacement accessory employee unit standards.

## CHAPTER 1 – General Provisions.

### ARTICLE II - Definitions and Usage

#### Sec. 1-21. - Definitions.

The following words and phrases, whenever used in the ordinances of the Town of Snowmass Village, and/or any codification of the same, shall be construed as defined in this Section, unless a different meaning is intended from the context or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

*Accessory building* means a subordinate building, the use of which is customarily incidental to that of the principal building or to the principal use of the land and which is located on the same lot or parcel with the principal building or use. Accessory buildings shall not be provided with a kitchen or bath facilities sufficient to render them suitable for permanent residential occupancy. An *accessory building* may include facilities such as a pool facility, greenhouse, garage, carport or storage facility.

*Accessory employee unit* (AEU) means ~~a residential building~~ area attached to or within a single-family dwelling unit, or above or below an accessory garage, and on a lot zoned for a one-family dwelling that meets the following requirements and those set forth in Section 16A-3-230. ~~The AEU shall be occupied by an AEU employee and shall be subject to the provisions contained in this Code. An AEU shall have a separate exterior entrance and shall contain a kitchen, a bathroom and sleeping facilities.~~

*Accessory use* is one that is naturally and normally incidental to, subordinate to and devoted exclusively to the principal use of the premises and does not change the basic character thereof, as determined by the principal use. *Accessory uses* may include accessory employee units (AEUs), a manager's unit, and parking.

~~*Caretaker unit* means an area attached to or within a one-family dwelling unit, or above or below an accessory garage, and on a lot zoned for one-family dwellings. It should be occupied by qualified employees, as defined within the Housing Department guidelines, senior citizens or disabled individuals, as defined by the rules and regulations of the Town, which may be adopted from time to time by the Town Council, and subject to the provisions contained in this Code. A caretaker unit shall contain a kitchen with refrigerator and sink, and cooking, sanitation and sleeping facilities. Cooking facilities shall not include only a hot plate and/or microwave oven. Sanitation facilities shall include a bath and/or shower.~~

*Caretaker*, for the purposes of determining occupancy of an AEU, shall mean a person employed or contracted by the owner or occupant of the primary residence to, as a primary duty and in consideration for such occupancy, maintain, manage, or care for the subject

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 2 of 13**  
**REDLINED VERSION**

property.

Caregiver, for the purpose of determining occupancy of an AEU, is a person employed or contractor by the owner or occupant of the primary residence to, as a primary duty and in consideration for such occupancy, assists an individual residing in the primary residence with personal care or household tasks that are necessary for everyday life, including care for a child or a sick, elderly, or disabled person.

Disabled person, is one having a physical or mental impairment, and the impairment has a substantial and long-term adverse effect on the person’s ability to carry out normal day-to-day activities.

Employee, *qualified for an AEU*, for the purposes of determining occupancy of an AEU, shall mean an ~~person~~ employed ~~as defined in the Permanent Moderate Housing Regulations as adopted in Chapter 17, Article I of the Code, within the County for a minimum of six (6) months a year.~~

Kitchen, AEU means an area designated for cooking, which minimally contains a twelve-cubic-foot refrigerator, a six-gallon capacity sink, a stove with four (4) cooking surface burners or elements and an oven, and an area for food storage, *as allowed for modification by the Town Manager or designee.*

Manager’s unit means a dwelling unit which may include a one-family dwelling or a dwelling unit provided within a structure containing multiple-family dwelling units, single-family attached dwelling units, dormitories, or hotel or lodge rooms specifically intended for occupancy by a resident manager of the principal use. ~~—~~. *A manager’s unit may be considered as an accessory employee unit (AEU).*

**(NOTE: All other definitions remain)**

## CHAPTER 16A – Land Use and Development Code

### Art. II, Definitions.

#### Sec. 16A-2-20. Definitions.

*Accessory building* means a subordinate building, the use of which is customarily incidental to that of the principal use of the land and which is located on the same lot or parcel with the principal building or use. *Accessory buildings* shall not be provided with a kitchen or bath facilities sufficient to render them suitable for permanent residential occupancy (except to permit the installation of an accessory employee unit). An *accessory building* may include facilities such as a pool facility, greenhouse, garage, carport or storage facility.

~~*Accessory caretaker unit (ACU)* means an area attached to or within a single-family detached dwelling, or above or below a detached garage that is located on a lot zoned for a single-family dwelling. The ACU shall be subject to the provisions of Section 16A-3-230(1), Standards for an Accessory Caretaker Unit. An ACU shall have a separate exterior entrance and shall contain an ACU kitchen, a bathroom and sleeping facilities.~~

*Accessory employee unit (AEU)* means ~~an~~ a residential building area attached to or within a single-family detached dwelling, or above or below a detached garage, that is located on a lot zoned for a single-family dwelling that meets the following requirements and those set forth in Section 16A-3-230. ~~The AEU shall be subject to the provisions of Section 16A-3-230(2), Standards for an Accessory Employee Unit. An AEU shall have a separate exterior entrance and shall contain an AEU kitchen, a bathroom and sleeping facilities.~~

*Accessory use* means a use that is naturally and normally incidental to, subordinate to and devoted exclusively to the principal use of the premises and does not change the basic character thereof, as determined by the principal use. *Accessory uses* may include accessory employee units (AEUs), a manager's unit and parking, ~~but shall not include any use that is prohibited in the underlying zone district.~~

~~*Caretaker unit* means a dwelling unit that is attached to or is within a detached single-family dwelling unit that is located on a lot zoned for a single-family dwelling, approved by the Town prior to December 10, 1997. The unit should be occupied by employees, senior citizens or disabled individuals. A *caretaker unit* shall contain a kitchen with refrigerator and sink, and cooking, sanitation and sleeping facilities. Cooking facilities shall not be limited to just a hot plate and/or microwave oven. Sanitation facilities shall include a bath and/or shower.~~

*Caretaker*, for the purposes of determining occupancy of an AEU, shall mean a person employed or contracted by the owner or occupant of the primary residence to, as a primary

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 4 of 13**  
**REDLINED VERSION**

98 duty and in consideration for such occupancy, maintain, manage, or care for the subject  
99 property.

100 Caregiver, for the purpose of determining occupancy of an AEU, is a person employed or  
101 contractor by the owner or occupant of the primary residence to, as a primary duty and in  
102 consideration for such occupancy, assists an individual residing in the primary residence with  
103 personal care or household tasks that are necessary for everyday life, including care for a  
104 child or a sick, elderly, or disabled person.

105 Disabled person, is one having a physical or mental impairment, and the impairment has  
106 a substantial and long-term adverse effect on the person’s ability to carry out normal day-to-  
107 day activities.

108 Employee, *qualified for an AEU*, for the purposes of determining occupancy of an AEU,  
109 shall mean an ~~person employed within the Town at the time of initial tenancy and who shall~~  
110 ~~remain employed within the Town or County for a minimum of eight (8) months of any~~  
111 ~~calendar year~~ employee as defined in the Permanent Moderate housing regulations as  
112 adopted in Chapter 17, Article I of the Code.

113 Kitchen, AEU means an area designated for cooking that contains, at a minimum, a  
114 twelve-cubic-foot refrigerator, a six-gallon capacity sink, a stove with four (4) cooking surface  
115 burners or elements and an oven, and an area for food storage, *as allowed for modification*  
116 *by the Town Manager or designee.*

117 Manager’s unit means a dwelling unit, which may be a single-family detached dwelling  
118 unit, or a dwelling unit provided within a structure containing multi-family dwelling units,  
119 single-family attached dwelling units, dormitories, hotel or lodge rooms, or commercial uses  
120 and services, specifically intended for occupancy by a resident manager of the principal use.  
121 A manager’s unit may be considered as an accessory employee unit (AEU).

122 **(NOTE: All other definitions remain)**  
123

## CHAPTER 16A – Land Use and Development Code

### Art. III, Zone Districts.

#### Sec. 16A-3-50. - Zone district use schedule.

| TABLE 3-1<br>SCHEDULE OF USES                               |         |         |          |          |           |     |    |    |           |    |           |         |         |    |           |     |     |    |     |
|-------------------------------------------------------------|---------|---------|----------|----------|-----------|-----|----|----|-----------|----|-----------|---------|---------|----|-----------|-----|-----|----|-----|
| Uses: A = Allowed;<br>S = Special Review;<br>P = Prohibited | SF<br>4 | SF<br>6 | SF<br>15 | SF<br>30 | SF<br>150 | EST | DU | MF | MF<br>PUD | MU | MU<br>PUD | MU<br>1 | MU<br>2 | CC | CC<br>PUD | PUB | CON | OS | REC |
| Residential and Accommodation Uses                          |         |         |          |          |           |     |    |    |           |    |           |         |         |    |           |     |     |    |     |
| Single-Family Detached Dwelling <sup>1</sup>                | A       | A       | A        | A        | A         | A   | A  | A  | A         | P  | A         | P       | P       | P  | P         | P   | P   | P  | P   |

#### Notes:

1. An accessory caretaker unit (ACU) or accessory employee unit (AEU) may be permitted in conjunction with any single-family detached dwelling, pursuant to [Section 16A-3-230](#), Accessory Units. See [Section 16A-3-230\(4\)](#), Accessory ~~Employee~~ Units ~~Special Review Standards~~, for standards applicable to this particular use.

#### Sec. 16A-3-210. Measurement of dimensional limitations.

##### (b) Measuring Floor Area.

- (1) Areas included in calculations. The total square footage of all levels of a building, as measured at the outside face of the primary structural component of the exterior walls. In the case of adjoining units, measurements shall be taken from the center line of walls separating adjoining units of a building.
- (2) Exclusions, inclusions and adjustments to the gross calculations of Paragraph (1) above.
  - b. Exclusions and adjustments specifically for single-family and two-family dwelling units.
2. ~~Accessory Caretaker Unit (ACU); Accessory Employee Unit (AEU). The floor area for an pre-existing accessory caretaker unit (ACU) shall be included in floor area calculations. The and the~~ floor area for an accessory employee unit, shall be included in the floor area calculations pursuant to the requirements for such units found in Subparagraph 16A-3-230(2)e, Maximum Floor Area.

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 6 of 13**  
**REDLINED VERSION**

**Sec. 16A-3-230. Accessory employee units.**

~~One (1) accessory caretaker unit (ACU) or one (1) accessory employee unit (AEU) may be installed in on a single-family detached dwelling, lot or one (1) accessory caretaker unit (ACU) may be following these standards:~~

~~(1)a.~~ \_\_\_\_\_ constructed as part of a single-family detached dwelling;

~~(2)b.~~ \_\_\_\_\_ located above, ~~or~~ below, and/or attached to a detached garage, limited at 16 to 18 feet in height, depending on zone district, and not expand the garage building footprint by more than fifty percent (50%). Heights shall be measured pursuant to Section 16A-3-210(a), 'Measuring Height,' of the municipal code;

~~(3)c.~~ \_\_\_\_\_ constructed as a separate detached unit, limited to 16 to 18 feet in height, depending on zone district; or

~~(34)d.~~ \_\_\_\_\_ permitted as a pre-existing dwelling unit within a single-family detached or two-family dwelling, subject to compliance with the provisions of this Section. ~~An ACU or AEU located above or below a detached garage shall require special review approval pursuant to Section 16A-5-230, Special Review.~~

**(1) Standards for a pre-existing accessory caretaker unit.** ~~—, A pre-existing accessory caretaker unit (ACU) as of the effective date of Ordinance No. 10, Series of \_\_\_\_\_, shall continue to comply with the following standards, unless modified to comply with the accessory employee unit standards in Section 16A-3-230(2):~~

a. Size. The size of the ACU shall be not less than three hundred fifty (350) square feet or greater than seven hundred fifty (750) square feet, and shall be built within the maximum allowable floor area for the lot unless the additional floor area was acquired under the Limited Excise Tax provisions as set forth in Article VI, Chapter 4 of the Municipal Code.

b. Variance. The only variance that may be granted to accommodate the ACU is a setback or height variance.

c. Exterior entrance. The ACU shall have a separate exterior entrance from the single-family detached dwelling that is practically accessible as the primary means of access to the ACU.

d. Parking. There shall be provided at least one (1) on-site parking space per bedroom in the ACU in addition to those parking spaces required for the single-family detached dwelling.

**EXHIBIT "A"**  
**Ordinance No. 10, Series of 2024**  
**Page 7 of 13**  
**REDLINED VERSION**

e. No short-term rental. An ACU shall not be rented on a short-term basis or for vacation-type rentals. All rentals shall be for a minimum term of six (6) months.

f. ~~Pre-existing Unapproved dwelling accessory~~ units. With Town Council approval, one (1) ~~ACU accessory unit~~ created prior to April 16, 1985, in a single-family detached dwelling or one (1) ~~ACU accessory unit~~ created prior to September 21, 1977, in a two-family dwelling within the DU zone district may be permitted to remain as an ACU, provided that:

1. The lot owner has submitted architectural drawings reflecting the "As-Built" condition defining the ACU.

2. The lot owner has submitted a report from a private building inspection consultant, whose qualifications are acceptable to the Town, containing his or her findings with regard to consistency with Chapter 18 of this Code as found within the ACU and recommendations as to whether modifications should occur in order for the unit to be occupied in a safe manner.

3. Based upon the review of the inspector's report and recommendations of the Building Official, who may inspect said ACU prior to any approval being granted, the lot owner agrees to obtain the necessary permits and perform the recommended modifications that need to occur prior to any registration, rental or conveyance of the ACU.

4. The lot owner has successfully demonstrated that the subject unit existed within the principal structure on or before the applicable date specified above and that no other ACUs exist on the lot.

5. The existing ACU unit is in conformity with Subsection (1) above, except that the subject ACU may be acceptable for registration if, at the sole discretion of the Town ~~Council~~ and following presentation of evidence thereon, it is satisfactorily demonstrated that such nonconformity may be determined to be minor in nature or that compliance would be impractical and would cause an unreasonable hardship upon the lot owner. In cases such as this, the Town ~~Council~~ may impose conditions reasonably necessary to mitigate impacts upon surrounding property owners or to specify a timeframe within which the ACU or nonconformity must be brought into compliance with Subsection (1) above.

g. ~~Comply with its initial registration with the Town.~~

(2) **Standards for an accessory employee unit (AEU).** An AEU, which may include a modification to a previously approved accessory caretaker unit (ACU), shall comply with the following standards:

**EXHIBIT "A"**  
**Ordinance No. 10, Series of 2024**  
**Page 8 of 13**  
**REDLINED VERSION**

a. Size. The size of the AEU shall be not less than three hundred ~~fifty~~ (3500) square feet or greater than one thousand (1,000) square feet. ~~Special review approval pursuant to Section 16A-5-230, Special Review, shall be required for an AEU greater than seven hundred fifty (750) square feet in size.~~

b. Variance. The only development variance that may be granted to accommodate the AEU is a setback or height variance.

c. Contents. An AEU shall contain a "Kitchen, (AEU)," sanitation and sleeping facilities. Sanitation facilities shall include at minimum a sink, shower, a toilet, and washer and dryer hookups for efficiency or stackable units. Sleeping facilities shall be provided up to a maximum of two bedrooms.

~~ed.~~ Exterior entrance. The AEU shall have a separate exterior entrance from the single-family detached dwelling that is practically accessible as the primary means of access to the AEU or may be accessed from a shared, enclosed vestibule entrance.

~~de.~~ Parking. There shall be provided at least one (1) on-site parking space per bedroom in the AEU, which may be tandemly arranged, in addition to those parking spaces required for the single-family detached dwelling.

~~ef.~~ Maximum floor area. The AEU shall not cause the resulting floor area of all improvements to exceed the maximum floor area for the lot; except, however, the maximum floor area for the lot may be exceeded by an amount greater than not to exceed ten percent (10%) without special review approval pursuant to Section 16A-5-230, Special Review seven hundred and fifty (750) square feet and not be subject to the Floor Area Excise Tax provisions in Chapter 4, Article VI for the floor area of an AEU, provided the Applicant/Owner for the AEU shall:

i. comply with all provisions of the Code applicable to AEU;

ii. complete an AEU initial registration (if under the floor area cap for the lot); or

iii. record a deed / covenant restriction for the AEU in a form to be prepared by the Town containing the material terms of this Section regarding occupancy, and following subsection (3)c2 below, and submit to the Town (if over the maximum floor area of the lot up to a limit of 750 square feet); and

iv. enter into a Restricted Housing Agreement with the Town, and the maximum rents for the AEU, which rents shall be established by the Town, and subsection (3)c2 below. Rental rates may be adjusted annually based on the inflation index used by the Town. A restricted housing agreement may otherwise be reviewed and updated not more frequently than every 5 years.

~~fg.~~ No short-term rental. An AEU shall not be rented on a short-term basis or for

**EXHIBIT "A"**  
**Ordinance No. 10, Series of 2024**  
**Page 9 of 13**  
**REDLINED VERSION**

vacation-type rentals. All rentals shall be for a minimum term of six (6) months. This restriction shall be incorporated by the Restricted Housing Agreement with the owner if over the maximum floor area limit.

gh. Occupancy. Occupancy of an AEU shall be by a person or persons employed within the Town at the time of initial tenancy and who shall remain employed within the Town or County for a minimum of eight (8) months of any calendar year. The AEU must be occupied by qualified employees, caretakers, caregivers, senior citizen (> age 65), or disabled individuals, as defined by this Code or the rules and regulations of the Town. Occupancy of an AEU shall not exceed 2 persons per bedroom and shall otherwise be subject to the provisions of this Code.

i. No Restricted sale. A property cannot be condominiumized to create a separately conveyable unit for the AEU.

j. Rental by Employer. The Owner may allow employers within the Town of Snowmass Village to rent and/or sublease accessory employee units to qualified employees, pursuant to a deed / covenant restriction and the restricted housing agreement if above the maximum floor area limit.

**(3) Accessory employee unit completion and registration.**

a. Completion. A new accessory unit shall be completed within the period prescribed by the building permit issued for its construction. All modifications to a pre-existing ACU shall be completed within the period prescribed by Chapter 18 of this Code or other permits required by the Town Council for it to be registered.

~~b. ACU notice of registration. Upon issuance of a certificate of occupancy for a new ACU or certificate of completion for a pre-existing ACU and payment of the processing fee established by the Community Development Department's fee schedule, a notice of registration of the ACU shall be issued by the Planning Director, and a true and accurate copy shall be filed for record, at the applicant's expense, in the Office of the Clerk and Recorder of the County. Such registration shall be valid for the existence of the new ACU or, in the case of pre-existing units, may be subject to the terms and conditions imposed by the Town Council.~~

~~c.~~ AEU notice of initial registration and deed / covenant restriction.

1. If the floor area on the lot remains within the maximum limit for the lot. Upon After issuance of a certificate of occupancy or completion for an AEU and payment of the processing fee established by the Community Development Department's fee schedule, a notice of registration of the AEU shall be issued by the Planning Director, and a true and accurate copy shall be filed for recording~~ing~~, at the applicant's expense, in the Office of the Clerk and Recorder of the County.

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 10 of 13**  
**REDLINED VERSION**

2. If the floor area on the lot exceeds the maximum limit for the lot. The Community Development Department shall provide a deed / covenant restriction, which shall identify the size of unit, and the penalty provisions in subsection (5) below for the AEU and contain the material terms of this Section regarding occupancy standards under subsection (2)g above for recording, at the applicant’s expense, in the Office of the Clerk and Recorder of the County. The applicant shall also enter into a Restricted Housing Agreement with the Town defining at minimum the maximum rent, the size of unit, the prioritization of occupants, and the occupancy standards under subsection (2)g above. A restricted housing agreement may otherwise be reviewed and updated not more frequently than every 5 years. The initial registration shall be effective until December 31 of the year in which it is issued, unless the unit is initially registered after November 15, in which case the registration shall be effective until December 31 of the year after it is issued.

d. AEU registration renewal. On a yearly basis, the registration of an AEU shall be renewed by filing an application for renewal, accompanied by the applicable processing fee established by the Community Development Department’s fee schedule, with the Community Development Department on or before November 15. To qualify for a registration renewal, the owner of the AEU must verify that the AEU complies with the conditions set forth in Subsection (2), Standards for an Accessory Employee Unit, and that the AEU has been occupied by an AEU employee for at least eight (8) months during the previous registration period. Thereupon, the Planning Director shall renew the registration of the AEU until December 31 of the year following the expiration of the current registration.

e. AEU conditional registration renewal. In the event that the owner of an AEU cannot meet the conditions for renewal set forth in Subsection (3)d, AEU Registration Renewal, then a conditional registration renewal may be issued, if the owner agrees to correct the noncomplying conditions prior to March 1 during the conditional registration renewal. The date for compliance may be extended to May 1 if the AEU was initially registered after May 1 of the previous year provided that the AEU can be occupied by an AEU employee for eight (8) of the twelve (12) months following initial registration. The conditional renewal registration of the AEU shall be automatically extended to December 31 upon timely correction of the noncomplying conditions.

f. Inspection. The Community Development DepartmentTown of Snowmass Village shall have a right to inspect the AEU prior to registration renewal or to verify compliance with this Section. At least forty-eight (48) hours’ written or verbal notice will be provided to the owner or his or her authorized agent. The owner of the AEU shall also notify the department of any impending sale of the subject property and permit an inspection prior to closing.

g. Failure to register, deed / covenant restrict, or correct noncomplying conditions. If the owner:

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 11 of 13**  
**REDLINED VERSION**

336 1. Fails to timely complete the construction of an AEU in accordance with the  
337 provisions of Subsection (3)a, Completion;

338 2. Fails to timely comply with the provisions of Subsection (3)d, AEU Notice of Initial  
339 Registration ~~Renewal~~ and Deed / Covenant Restriction, and the recordation thereof; or

340 3. ~~Has not met the conditions for renewal set forth in Subsection (3)d, AEU~~  
341 ~~Registration Renewal, at the end of the AEU conditional registration renewal. Failure to~~  
342 ~~register, deed / covenant restrict, including the recordation thereof, or correct non-~~  
343 ~~complying conditions, within thirty (30) days of the existence of the event of noncompli-~~  
344 ~~ance, or February 1 of the year following the lapse of the current registration, whichever~~  
345 ~~shall first occur, shall require~~ the owner ~~shall to~~ remove the kitchen from the AEU; and  
346 ~~either comply with the following:~~

347 4.i. Remove floor area. Remove from the single-family detached lot, dwelling  
348 or detached garage structure all floor area being part of the AEU, unless the floor  
349 area legally existed prior to the creation of the new AEU code provisions; or

350 5.ii. was acquired under the Limited Excise Tax provisions; ~~or; and~~

351 iii. Modify with the Town's permission the Restricted Housing Agreement and  
352 to release the registration and/or deed / covenant restriction.

353 ~~5.4. — Mitigation Penalty fee.~~ Pay to the Town a ~~mitigation penalty fee~~ for  
354 elimination of the AEU as an employee housing unit. The amount of the fee shall be  
355 calculated by the Planning Director ~~by as described below:~~

356 a) multiplying the square footage of the AEU, minus that portion of AEU floor area  
357 that legally existed prior to the creation of the AEU or was acquired under the Limited  
358 Excise Tax provisions, ~~by: The penalty in this case would be calculated pursuant to~~  
359 the provisions and formulae in Chapter 4, Article VI, 'Floor Area Excise Tax,' of the  
360 Code, only if the floor area square footage was previously granted or allowed up to  
361 10 percent beyond the maximum floor area without the acquisition through the  
362 'Floor Area Excise Tax' of the Code.

363 b) If under this Ordinance No. 10, Series of 2024, an AEU was approved up to the  
364 limit of 750 square feet beyond the maximum floor area standard established by the  
365 zoning or PUD for the lot without any prior acquisition of a 'Floor Area Excise Tax,'  
366 and the employee unit is subsequently removed, then the amount of penalty fee  
367 shall be the calculated per the formulae in Chapter 4, Article VI, 'Floor Area Excise  
368 Tax,' of the Code and tripling the resulting fee.

369 ~~a) The actual value of the lot including the single-family detached dwelling unit,~~  
370 ~~any accessory building and the land as calculated from the records of the County~~

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 12 of 13**  
**REDLINED VERSION**

~~Assessor, divided by the floor area square footage of the single-family detached dwelling and any accessory building, not including the AEU, as calculated in accordance with the provisions of Section 16A-3-210(b), Measuring Floor Area; or~~

~~b) In the event that the actual value of the lot including the single-family detached dwelling, any accessory building and land is not available from the records of the County Assessor, then one hundred twenty-five percent (125%) of the numeric average of the actual value of all lots including a single-family detached dwelling and land for the subdivision or PUD in which the lot exists as calculated from the records of the County Assessor shall be divided by the floor area square footage of the single-family detached dwelling and any accessory building, not including the AEU; and~~

~~c) Multiplying the amount determined above by a factor of 1.5.~~

~~Provided, however, that if a change in the actual value of the lot including the principal dwelling unit, any accessory building and land according to the records of the County Assessor occurs within one (1) year from the date of payment of the mitigation fee, then the amount of the mitigation fee shall be recalculated by the Planning Director. The Planning Director shall notify the owner of the amount of the additional mitigation fee, which shall be paid by the owner within thirty (30) days. If the owner paid a mitigation fee in excess of the recalculated mitigation fee, then the Planning Director shall cause the overpayment to be refunded to the owner.~~

~~(4) Accessory unit special review standards. Any AEU requiring special review shall comply with the following standards:~~

~~a. Community need. The applicant has demonstrated that the proposed accessory unit helps to promote the public policy purpose and community need to create affordable employee housing.~~

~~b. Mass and scale. The accessory unit will not contain roof configurations, internal ceiling heights or areas open to the floor below which unnecessarily contribute to the mass and scale of the proposed addition.~~

~~c. Special circumstances exist. The applicant shall satisfactorily demonstrate that special circumstances exist or practical difficulties would occur such that a lesser sized caretaker unit should not be created within or utilize portions of the existing structure.~~

~~d. Location. The accessory unit shall be carefully situated within the lot so as to be appropriate at its proposed location and compatible with the character of surrounding residences in the area.~~

~~e. Visibility. The design of the accessory unit shall be sensitive to its visual impact~~

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 13 of 13**  
**REDLINED VERSION**

on neighboring properties. The accessory unit design shall include, but not be limited to, sensitive choice in placement, screening with landscaping, sub-grade placement, architectural design, use of materials and colors or any other effective means that minimize or soften its appearance and visibility on the site. The proposed unit may be denied if it is determined that the visibility has not been sufficiently reduced.

f. ~~Not adversely affect neighborhood. The approval of the accessory unit shall not, in a substantially adverse manner, change the neighborhood character. Nor should it create excessive traffic impacts. It should not have a substantially adverse impact on the land abutting upon or across the street from the property being approved for an AEU. It should not prevent an adequate supply of light or air from reaching adjacent properties, nor should the construction of the unit increase the fire danger or otherwise endanger the public safety.~~ (Ord. 4-1998 §1; Ord. 5-1999 §3; Ord. 19-2000, §1; Ord. 10-2001, §1; Ord. 10-2024, §1)

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 1 of 10**  
**FINAL VERSION**

**CHAPTER 1 – General Provisions.**

**ARTICLE II - Definitions and Usage**

**Sec. 1-21. - Definitions.**

The following words and phrases, whenever used in the ordinances of the Town of Snowmass Village, and/or any codification of the same, shall be construed as defined in this Section, unless a different meaning is intended from the context or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

*Accessory building* means a subordinate building, the use of which is customarily incidental to that of the principal building or to the principal use of the land and which is located on the same lot or parcel with the principal building or use. Accessory buildings shall not be provided with a kitchen or bath facilities sufficient to render them suitable for permanent residential occupancy. An *accessory building* may include facilities such as a pool facility, greenhouse, garage, carport or storage facility.

*Accessory employee unit* (AEU) means a residential building area attached to or within a single-family dwelling unit, or above or below an accessory garage, and on a lot zoned for a one-family dwelling that meets the following requirements and those set forth in Section 16A-3-230.

*Accessory use* is one that is naturally and normally incidental to, subordinate to and devoted exclusively to the principal use of the premises and does not change the basic character thereof, as determined by the principal use. *Accessory uses* may include accessory employee units (AEUs), a manager's unit, and parking.

*Caretaker*, for the purposes of determining occupancy of an AEU, shall mean a person employed or contracted by the owner or occupant of the primary residence to, as a primary duty and in consideration for such occupancy, maintain, manage, or care for the subject property.

*Caregiver*, for the purpose of determining occupancy of an AEU, is a person employed or contractor by the owner or occupant of the primary residence to, as a primary duty and in consideration for such occupancy, assists an individual residing in the primary residence with personal care or household tasks that are necessary for everyday life, including care for a child or a sick, elderly, or disabled person.

*Disabled person*, is one having a physical or mental impairment, and the impairment has a substantial and long-term adverse effect on the person's ability to carry out normal day-to-day activities.

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 2 of 10**  
**FINAL VERSION**

34        *Employee, qualified for an AEU*, for the purposes of determining occupancy of an AEU,  
35 shall mean an employee as defined in the Permanent Moderate Housing Regulations as  
36 adopted in Chapter 17, Article I of the Code.

37        *Kitchen, AEU* means an area designated for cooking, which minimally contains a  
38 twelve-cubic-foot refrigerator, a six-gallon capacity sink, a stove with four (4) cooking  
39 surface burners or elements and an oven, and an area for food storage, as allowed for  
40 modification by the Town Manager or designee.

41  
42        *Manager's unit* means a dwelling unit which may include a one-family dwelling or a  
43 dwelling unit provided within a structure containing multiple-family dwelling units, single-  
44 family attached dwelling units, dormitories, or hotel or lodge rooms specifically intended  
45 for occupancy by a resident manager of the principal use. A manager's unit may be  
46 considered as an accessory employee unit (AEU).

47  
48                    **(NOTE: All other definitions remain)**  
49

## **CHAPTER 16A – Land Use and Development Code**

### **Art. II, Definitions.**

#### **Sec. 16A-2-20. Definitions.**

*Accessory building* means a subordinate building, the use of which is customarily incidental to that of the principal use of the land and which is located on the same lot or parcel with the principal building or use. *Accessory buildings* shall not be provided with a kitchen or bath facilities sufficient to render them suitable for permanent residential occupancy (except to permit the installation of an accessory employee unit). An *accessory building* may include facilities such as a pool facility, greenhouse, garage, carport or storage facility.

*Accessory employee unit (AEU)* means a residential building area attached to or within a single-family detached dwelling, or above or below a detached garage, that is located on a lot zoned for a single-family dwelling that meets the following requirements and those set forth in Section 16A-3-230.

*Accessory use* means a use that is naturally and normally incidental to, subordinate to and devoted exclusively to the principal use of the premises and does not change the basic character thereof, as determined by the principal use. *Accessory uses* may include accessory employee units (AEUs), a manager's unit and parking.

*Caretaker*, for the purposes of determining occupancy of an AEU, shall mean a person employed or contracted by the owner or occupant of the primary residence to, as a primary duty and in consideration for such occupancy, maintain, manage, or care for the subject property.

*Caregiver*, for the purpose of determining occupancy of an AEU, is a person employed or contractor by the owner or occupant of the primary residence to, as a primary duty and in consideration for such occupancy, assists an individual residing in the primary residence with personal care or household tasks that are necessary for everyday life, including care for a child or a sick, elderly, or disabled person.

*Disabled person*, is one having a physical or mental impairment, and the impairment has a substantial and long-term adverse effect on the person's ability to carry out normal day-to-day activities.

*Employee, qualified for an AEU*, for the purposes of determining occupancy of an AEU, shall mean an employee as defined in the Permanent Moderate housing regulations as adopted in Chapter 17, Article I of the Code.

*Kitchen, AEU* means an area designated for cooking that contains, at a minimum, a

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 4 of 10**  
**FINAL VERSION**

twelve-cubic-foot refrigerator, a six-gallon capacity sink, a stove with four (4) cooking surface burners or elements and an oven, and an area for food storage, as allowed for modification by the Town Manager or designee.

*Manager's unit* means a dwelling unit, which may be a single-family detached dwelling unit, or a dwelling unit provided within a structure containing multi-family dwelling units, single-family attached dwelling units, dormitories, hotel or lodge rooms, or commercial uses and services, specifically intended for occupancy by a resident manager of the principal use. A manager's unit may be considered as an accessory employee unit (AEU).

**(NOTE: All other definitions remain)**

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 5 of 10**  
**FINAL VERSION**

## **CHAPTER 16A – Land Use and Development Code**

### **Art. III, Zone Districts.**

#### **Sec. 16A-3-50. - Zone district use schedule.**

| TABLE 3-1<br>SCHEDULE OF USES                               |         |         |          |          |           |     |    |    |           |    |           |         |         |    |           |     |     |    |     |
|-------------------------------------------------------------|---------|---------|----------|----------|-----------|-----|----|----|-----------|----|-----------|---------|---------|----|-----------|-----|-----|----|-----|
| Uses: A = Allowed;<br>S = Special Review;<br>P = Prohibited | SF<br>4 | SF<br>6 | SF<br>15 | SF<br>30 | SF<br>150 | EST | DU | MF | MF<br>PUD | MU | MU<br>PUD | MU<br>1 | MU<br>2 | CC | CC<br>PUD | PUB | CON | OS | REC |
| Residential and Accommodation Uses                          |         |         |          |          |           |     |    |    |           |    |           |         |         |    |           |     |     |    |     |
| Single-Family Detached Dwelling <sup>1</sup>                | A       | A       | A        | A        | A         | A   | A  | A  | A         | P  | A         | P       | P       | P  | P         | P   | P   | P  | P   |

**Notes:**

1. An accessory caretaker unit (ACU) or accessory employee unit (AEU) may be permitted in conjunction with any single-family detached dwelling, pursuant to [Section 16A-3-230](#), Accessory Units. See [Section 16A-3-230](#), Accessory Employee Units, for standards applicable to this particular use.

#### **Sec. 16A-3-210. Measurement of dimensional limitations.**

**(b) Measuring Floor Area.**

- (1) Areas included in calculations. The total square footage of all levels of a building, as measured at the outside face of the primary structural component of the exterior walls. In the case of adjoining units, measurements shall be taken from the center line of walls separating adjoining units of a building.
- (2) Exclusions, inclusions and adjustments to the gross calculations of Paragraph (1) above.
  - b. Exclusions and adjustments specifically for single-family and two-family dwelling units.
    2. Accessory Caretaker Unit (ACU); Accessory Employee Unit (AEU). The floor area for a pre-existing accessory caretaker unit (ACU) and the floor area for an accessory employee unit, shall be included in the floor area calculations pursuant to the requirements for such units found in Subparagraph 16A-3-230(2)e, Maximum Floor Area.

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 6 of 10**  
**FINAL VERSION**

**Sec. 16A-3-230. Accessory employee units.**

One (1) accessory employee unit (AEU) may be installed on a single-family detached dwelling lot following these standards:

- a. constructed as part of a single-family detached dwelling;
- b. located above, below, and/or attached to a detached garage, limited to 16 to 18 feet in height, depending on zone district, and not expand the garage building footprint by more than fifty percent (50%). Heights shall be measured pursuant to Section 16A-3-210(a), '*Measuring Height*,' of the municipal code;
- c. constructed as a separate detached unit, limited at 16 to 18 feet in height, depending on zone district; or
- d. permitted as a pre-existing dwelling unit within a single-family detached or two-family dwelling, subject to compliance with the provisions of this Section.

(1) **Standards for a pre-existing accessory caretaker unit.** A pre-existing accessory caretaker unit (ACU) as of the effective date of Ordinance No. 10, Series of , shall continue to comply with the following standards, unless modified to comply with the accessory employee unit standards in Section 16A-3-230(2):

a. **Size.** The size of the ACU shall be not less than three hundred fifty (350) square feet or greater than seven hundred fifty (750) square feet and shall be built within the maximum allowable floor area for the lot unless the additional floor area was acquired under the Limited Excise Tax provisions as set forth in Article VI, Chapter 4 of the Municipal Code.

b. **Variance.** The only variance that may be granted to accommodate the ACU is a setback or height variance.

c. **Exterior entrance.** The ACU shall have a separate exterior entrance from the single-family detached dwelling that is practically accessible as the primary means of access to the ACU.

d. **Parking.** There shall be provided at least one (1) on-site parking space per bedroom in the ACU in addition to those parking spaces required for the single-family detached dwelling.

e. **No short-term rental.** An ACU shall not be rented on a short-term basis or for vacation-type rentals. All rentals shall be for a minimum term of six (6) months.

f. **Unapproved accessory units.** With Town Council approval, one (1) accessory unit

**EXHIBIT "A"**  
**Ordinance No. 10, Series of 2024**  
**Page 7 of 10**  
**FINAL VERSION**

created prior to April 16, 1985, in a single-family detached dwelling or one (1) accessory unit created prior to September 21, 1977, in a two-family dwelling within the DU zone district may be permitted to remain as an ACU, provided that:

1. The lot owner has submitted architectural drawings reflecting the "As-Built" condition defining the ACU.

2. The lot owner has submitted a report from a private building inspection consultant, whose qualifications are acceptable to the Town, containing his or her findings with regard to consistency with Chapter 18 of this Code as found within the ACU and recommendations as to whether modifications should occur in order for the unit to be occupied in a safe manner.

3. Based upon the review of the inspector's report and recommendations of the Building Official, who may inspect said ACU prior to any approval being granted, the lot owner agrees to obtain the necessary permits and perform the recommended modifications that need to occur prior to any registration, rental or conveyance of the ACU.

4. The lot owner has successfully demonstrated that the subject unit existed within the principal structure on or before the applicable date specified above and that no other ACUs exist on the lot.

5. The existing ACU unit is in conformity with Subsection (1) above, except that the subject ACU may be acceptable for registration if, at the sole discretion of the Town and following presentation of evidence thereon, it is satisfactorily demonstrated that such nonconformity may be determined to be minor in nature or that compliance would be impractical and would cause an unreasonable hardship upon the lot owner. In cases such as this, the Town may impose conditions reasonably necessary to mitigate impacts upon surrounding property owners or to specify a timeframe within which the ACU or nonconformity must be brought into compliance with Subsection (1) above.

g. Comply with its initial registration with the Town.

(2) **Standards for an accessory employee unit (AEU).** An AEU, which may include a modification to a previously approved accessory caretaker unit (ACU), shall comply with the following standards:

a. Size. The size of the AEU shall be not less than three hundred (300) square feet or greater than one thousand (1,000) square feet.

b. Variance. The only development variance that may be granted to accommodate the AEU is a setback or height variance.

c. Contents. An AEU shall contain a "*Kitchen, (AEU),*" sanitation and sleeping facilities.

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 8 of 10**  
**FINAL VERSION**

Sanitation facilities shall include at minimum a sink, shower, a toilet, and washer and dryer hookups for efficiency or stackable units. Sleeping facilities shall be provided up to a maximum of two bedrooms.

d. Exterior entrance. The AEU shall have a separate exterior entrance from the single-family detached dwelling that is practically accessible as the primary means of access to the AEU or may be accessed from a shared, enclosed vestibule entrance.

e. Parking. There shall be provided at least one (1) on-site parking space per bedroom in the AEU, which may be tandemly arranged, in addition to those parking spaces required for the single-family detached dwelling.

f. Maximum floor area. The AEU shall not cause the resulting floor area of all improvements to exceed the maximum floor area for the lot; except, however, the maximum floor area for the lot may be exceeded by an amount not to exceed seven hundred and fifty (750) square feet and not be subject to the Floor Area Excise Tax provisions in Chapter 4, Article VI for the floor area of an AEU, provided the Applicant/Owner for the AEU shall:

i. comply with all provisions of the Code applicable to AEU;

ii. complete an AEU initial registration (if under the floor area cap for the lot); or

iii. record a deed / covenant restriction for the AEU in a form to be prepared by the Town containing the material terms of this Section regarding occupancy, and following subsection (3)c2 below, and submit to the Town (if over the maximum floor area of the lot up to a limit of 750 square feet); and

iv. enter into a Restricted Housing Agreement with the Town, and the maximum rents for the AEU, which rents shall be established by the Town, and subsection (3)c2 below. Rental rates may be adjusted annually based on the inflation index used by the Town. A restricted housing agreement may otherwise be reviewed and updated not more frequently than every 5 years.

g. No short-term rental. An AEU shall not be rented on a short-term basis or for vacation-type rentals. All rentals shall be for a minimum term of six (6) months. This restriction shall be incorporated by the Restricted Housing Agreement with the owner if over the maximum floor area limit.

h. Occupancy. The AEU must be occupied by qualified employees, caretakers, caregivers, senior citizen (> age 65), or disabled individuals, as defined by this Code or the rules and regulations of the Town. Occupancy of an AEU shall not exceed 2 persons per bedroom and shall otherwise be subject to the provisions of this Code.

i. No Restricted sale. A property cannot be condominiumized to create a separately

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 9 of 10**  
**FINAL VERSION**

conveyable unit for the AEU.

j. Rental by Employer. The Owner may allow employers within the Town of Snowmass Village to rent and/or sublease accessory employee units to qualified employees, pursuant to a deed / covenant restriction and the restricted housing agreement if above the maximum floor area limit.

**(3) Accessory employee unit completion and registration.**

a. Completion. A new accessory unit shall be completed within the period prescribed by the building permit issued for its construction. All modifications to a pre-existing ACU shall be completed within the period prescribed by Chapter 18 of this Code or other permits required by the Town Council for it to be registered.

b. AEU notice of initial registration and deed / covenant restriction.

1. If the floor area on the lot remains within the maximum limit for the lot. After issuance of a certificate of occupancy or completion for an AEU and payment of the processing fee established by the Community Development Department's fee schedule, a notice of registration of the AEU shall be issued by the Planning Director, and a true and accurate copy shall be filed for recording, at the applicant's expense, in the Office of the Clerk and Recorder of the County;

2. If the floor area on the lot exceeds the maximum limit for the lot. The Community Development Department shall provide a deed / covenant restriction, which shall identify the size of unit, and the penalty provisions in subsection (5) below for the AEU and contain the material terms of this Section regarding occupancy standards under subsection (2)g above for recording, at the applicant's expense, in the Office of the Clerk and Recorder of the County. The applicant shall also enter into a Restricted Housing Agreement with the Town defining at minimum the maximum rent, the size of unit, the prioritization of occupants, and the occupancy standards under subsection (2)g above. A restricted housing agreement may otherwise be reviewed and updated not more frequently than every 5 years.

c. Inspection. The Town of Snowmass Village shall have a right to inspect the AEU to verify compliance with this Section. At least forty-eight (48) hours' written or verbal notice will be provided to the owner or his or her authorized agent. The owner of the AEU shall also notify the department of any impending sale of the subject property and permit an inspection prior to closing

d. Failure to register, deed / covenant restrict, or correct noncomplying conditions. If the owner:

1. Fails to timely complete the construction of an AEU in accordance with the

**EXHIBIT “A”**  
**Ordinance No. 10, Series of 2024**  
**Page 10 of 10**  
**FINAL VERSION**

provisions of Subsection (3)a, Completion;

2. Fails to timely comply with the provisions of Subsection (3)c, AEU Notice of Initial Registration and Deed / Covenant Restriction, and the recordation thereof; or

3. Failure to register, deed / covenant restrict, including the recordation thereof, or correct noncomplying conditions, shall require the owner to remove the kitchen from the AEU; and comply with the following:

i. Remove floor area. Remove from the single-family detached lot, dwelling or detached garage structure all floor area being part of the AEU, unless the floor area legally existed prior to the creation of the new AEU code provisions; or

ii. was acquired under the Limited Excise Tax provisions; and

iii. Modify with the Town's permission the Restricted Housing Agreement and to release the registration and/or deed / covenant restriction.

4. Penalty . Pay to the Town a penalty for elimination of the AEU as an employee housing unit. The amount of the fee shall be calculated by the Planning Director as described below:

a) multiplying the square footage of the AEU, minus that portion of AEU floor area that legally existed prior to the creation of the AEU or was acquired under the Limited Excise Tax provisions. The penalty in this case would be calculated pursuant to the provisions and formulae in Chapter 4, Article VI, '*Floor Area Excise Tax*,' of the Code, only if the floor area square footage was previously granted or allowed up to 10 percent beyond the maximum floor area without the acquisition through the '*Floor Area Excise Tax*' of the Code.

b) If under this Ordinance No. 10, Series of 2024, an AEU was approved up to the limit of 750 square feet beyond the maximum floor area standard established by the zoning or PUD for the lot without any prior acquisition of a '*Floor Area Excise Tax*,' and the employee unit is subsequently removed, then the amount of penalty fee shall be the calculated per the formulae in Chapter 4, Article VI, '*Floor Area Excise Tax*,' of the Code and tripling the resulting fee. (Ord. 4-1998 §1; Ord. 5-1999 §3; Ord. 19-2000, §1; Ord. 10-2001, §1; Ord. 10-2024, §1)

**From:** Jeffrey J. Conklin <jjc@mountainlawfirm.com> - **TOSV TOWN ATTORNEY'S OFFICE**  
**Sent:** Thursday, July 25, 2024 3:02 PM  
**To:** Jim Wahlstrom <JWahlstrom@tosv.com>; Dave Shinneman <dshinneman@tosv.com>  
**Cc:** Clint Kinney <CKinney@tosv.com>  
**Subject:** AEU's - SHOA

Hi Jim and Dave,

As discussed, the body of my email below can be included in the Staff Memo to Council regarding the AEU Ordinance.

As Council is aware, Snowmass Homeowners Association, Inc. ("SHOA"), has recently asserted in Town Council meetings that accessory units are not permitted under the Master Declaration of Protective Covenants (the "Master Declaration"). For Council's awareness, Staff wishes to include the relevant provisions of the Master Declaration and identify a few important elements in the Master Declaration (emphasized below).

The primary covenant SHOA has identified as controlling on this issue is Section 5.1 of the Master Declaration, which provides:

**5.1 Lot Restrictions:**

*Each Lot shall be used exclusively for residential living purposes and such purposes as are customarily incident thereto. Unless otherwise specified on a recorded plat or in a Supplemental Declaration covering the Lot: No Lot shall be improved except with a residence structure or complex designed to accommodate no more than a single family and its servants and occasional guests plus such other improvements and structures as are necessary or customarily incident to a single family residence; No guest house or guest area of a structure shall have its own, separate kitchen facilities; No structures or aboveground improvements shall be permitted on any Lot which are detached or separated from the principal residence structure unless located within a reasonably compact area adjacent to the principal residence structure and unless designed as a single visual element, connected or related visually with the principal residence structure by fencing or other architectural features; The residence structure or complex shall have a minimum living floor area of the number of square feet, exclusive of garages, porches, patios and accessory structures, shown on the recorded plat or specified in a Supplemental Declaration covering the Lot; No residence structure and no other structure or above-ground improvement shall rise more than the number of stories or number of feet, measured in either case, from the highest grade level adjoining the structure, shown on the recorded plat or specified in a Supplemental Declaration covering the Lot; and All above-ground improvements, except landscaping and necessary crossings by access drives, bridges or paths, shall be set back at least the distance from the boundaries of the Lot established by setback lines shown on the recorded plat or specified in a Supplemental Declaration covering the Lot.*

As emphasized above, Section 5.1 contains a condition precedent, stating "unless otherwise specified on a recorded plat or in a Supplemental Declaration covering the Lot...." then the restrictions that follow in Section 5.1 apply. There are 11 subdivisions within SHOA that are created by and subject to supplemental plats and declarations, including the Divide, Two Creeks, the Pines, Fox Run, Horse Ranch, the Crossings, Country Club (I and II), Rodeo Place, Melton Ranch (II and III), Wildridge (I and II), Ridgerun (I, II, III, and IV), and Woodrun (I, II, III, IV, and V). The Declarations for several of these subdivisions (i.e. supplemental declarations) contain certain provisions that are different and in some cases conflict with the Master Declaration (note: Staff has not reviewed all declarations that may exist). This is expressly contemplated both Section 5.1 above and by Section 3.4 of the Master Declaration, which states that "a Supplemental Declaration may define and describe

additional or different land classifications other than the land classifications set forth in this [Master] Declaration; may set forth addition or different provisions, covenants, conditions or restrictions...” Importantly, Section 3.4 concludes that “in the event of a conflict or inconsistency between the Supplemental Declaration and this [Master] Declaration...the terms of the Supplemental Declaration shall prevail as to the particular property described in that Supplemental Declaration.” In other words, if the declaration for a specific development permits a use, it controls over the restrictions in the Master Declaration.

Turning to the declarations for the subdivisions under the Master Declaration, several contain more specific provisions in those declarations, including but not limited to the following:

- The Divide: “Each Lot shall be used only for single family residential purposes and such accessory uses as may be permitted by the Land Use and Development Code of the Town, or as the same may be amended.” See Divide Declaration, § 3.1. Thus, the Divide expressly allows for “accessory uses” under the TOSV Code. AEU’s are considered an “accessory use” under the TOSV Code, and not a “two dwelling unit” use or “guest house” use.
- Two Creeks: Like the Divide, the Two Creeks Declaration states: “Each Lot shall be used only for single family residential purposes and such accessory uses as may be permitted by the Snowmass Village Municipal Code, or as the same may be amended.” See Two Creeks Declaration, § 4.1. Thus, Two Creeks expressly allows for “accessory uses” under the TOSV Code. AEU’s are considered an “accessory use” under the TOSV Code, and not a “two dwelling unit” use or “guest house” use.
- The Pines: “The use of the Property shall comply with the provisions of the Land Use Plan.” Pines Declaration, § 3.1. The Land Use Plan is defined as the Land Use Plan for the East Village PUD, which includes “accessory uses associated with and in support of single family residential use.” Again, AEU’s are considered an “accessory use” under the TOSV Code, and not a “two dwelling unit” use or “guest house” use.
- Horse Ranch: “The use of the Property shall comply with the provisions of the Land Use Plan.” Horse Ranch Declaration, § 3.1. The Land Use Plan is defined as the Land Use Plan for the East Village PUD, which includes “accessory uses associated with and in support of single family residential use.” Again, AEU’s are considered an “accessory use” under the TOSV Code, and not a “two dwelling unit” use or “guest house” use.

In each of these cases, the more specific language in the subdivision-specific declaration controls over the Master Declaration. As a result, by the plain language of the Master Declaration and the supplemental declaration, it appears AEU’s and ACU’s are permitted uses in many of the subdivisions in Snowmass Village. Perhaps not coincidentally, over the years, the Design Review Committee for SHOA has approved 12 AEU’s and 85 ACU’s. Staff has prepared a chart of location of these units by subdivision. Further, Staff has reviewed some of the plans that included these AEU’s and ACU’s, and they typically depict kitchen facilities.

In addition, I wish to identify a few issues that may have caused confusion on the issue of accessory employee/caretaker uses.

- SHOA has asserted that the Master Declaration does not allow for more than one kitchen. The Master Declaration simply states that “no guest house or guest area of a structure shall have its own, separate kitchen facilities,” not that a “Lot” may not have more than one kitchen or that an “accessory structure” may not have a kitchen. And again, this provision only applies if it is not superseded by a supplemental declaration, which it has in many cases.

- SHOA has stated that “freestanding structures unrelated a single-family residence are not permitted by the Master Declaration.” The Master Declaration expressly permits accessory structures, which may be detached or attached so long as the structure is “located within a reasonably compact area adjacent to the principal residence structure” and “designed as a single visual element, connected or related visually with the principal residence structure by fencing or other architectural features.” In addition, “accessory” is inherently *related* to the principal residence.
- SHOA states that an accessory dwelling does not fit under the definition of “single family.” To be clear, there is not a definition of “single family” in the Master Declaration. Further, the Master Declaration does permit “accessory” structures. Additionally, SHOA appears to conflate “accessory” with a “two dwelling units.” These are distinct concepts under the Code and the declarations for several of the subdivision under the Master Declaration.

In short, TOSV staff appreciates the discussions to date with SHOA and is open to continuing to discuss these issues. This portion of the staff memo is intended to simply present the specific declaration provisions for the clarification with Council.

Thanks,

Jeff



Jeff Conklin, *Partner/Shareholder*

| Direct: 970.928.2124 | Main: 970.945.2261 | Cell: 970.309.3872 |

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## SNOWMASS HOMEOWNERS ASSOCIATION, INC.

**Gene Burrus**, President - 2027

**Jami Lee Ferraro**, Sec./Treasurer – 2027

**Worthe Holt**, Director - 2027

**Jack Lafield** – Director - 2025

**Deborah Madsen**, Vice President 2024

**Michele Clements**, Director - 2024

**Norbert Hansch**, Director – 2025

July 19<sup>th</sup>, 2024

Jim Wahlstrom, Senior Planner  
Town of Snowmass Village  
130 Kearns Road  
Snowmass Village, CO 81615

Re: Ordinance No. 10, Series of 2024

Dear Jim:

Thank you for your e-mail of July 15, 2024, asking whether or not another meeting should be scheduled or if the Association intends to submit another letter or further information.

We have explained during our meetings and conversations with you, Dave and Jeff and with the Town Council that the Master Declaration generally prohibits independent living quarters with two kitchens, occupied by individuals unrelated or outside of the control of the owner. Jim Gustafson, who chairs the Snowmass Design Review Committee, feels that from his perspective as an architect, as well as other Committee members, that 1,000 square feet is way out of line. 500 square feet or even 350 square feet is far more appropriate, considering that 1,000 square feet represents as much as a 30% or 40% increase in building size of many of the lots in Snowmass. Councilman Fridstein, also an architect, expressed a similar opinion. 1,000 square feet of additional FAR would present a risk of architectural disharmony, contrary to the long and successful history of the Association. The Design Review Committee assures that the existing single-family homes harmonize with the natural setting of Snowmass and each other. All members of the Board and of the Design Review Committee concur with Jim and Councilman Fridstein.

Please forward this letter and our thoughts to the Town Council. While we all appreciate the time and effort of the Town Staff, we do not feel that another meeting prior to second reading is necessary. That being said we would be willing to participate in another meeting if you strongly feel it would be productive

Very truly yours,

SNOWMASS HOMEOWNERS ASSOCIATION

By:   
Gene Burrus, President

## **SNOWMASS HOMEOWNERS ASSOCIATION, INC.**

**Gene Burrus**, President - 2027

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**Worthe Holt**, Director - 2027

**Jack Lafield** – Director - 2025

**Deborah Madsen**, Vice President 2024

**Michele Clements**, Director - 2024

**Norbert Hansch**, Director – 2025

June 28, 2024

**VIA E-MAIL: [council@tosv.com](mailto:council@tosv.com)**

Mayor Bill Madsen  
Members of the Snowmass Village Town Council  
130 Kearns Road  
P.O. Box 5010  
Snowmass Village, CO 81615

Re: Proposed Ordinance No. 10, Series of 2024

Dear Mayor Madsen and Members of the Town Council:

I am writing to report to you concerning the efforts of the Snowmass Homeowners Association's efforts and inquiry concerning the history regarding existing employee and caretaker accessory dwelling units.

The inquiry involved several meetings with Town staff, consultation with Donna Aiken, the Manager of the Association for many years who served on the Town Council and Planning and Zoning Commission, discussions with the Snowmass Architectural Review Committee, including Jim ("Gus") Gustafson, who has chaired the Snowmass Architectural Review Committee since the late 1970s. The Association's inquiry has revealed the following:

- The Master Declaration tasks the Design Review Committee with "complete discretion" to approve or disapprove any change in the existing state of property covered by the Master Declaration and any applicable Supplemental Declarations. Among various standards is to assure that any change will be of good and attractive design and in harmony with the natural and rustic and natural setting and to enhance existing features of natural beauty.
- No one involved with the Design Review Committee, or the Association can recall a situation where two dwelling units (i.e. the existence of a separate kitchen) has been approved, except in the case of a small handful of employee dwelling units where the Design Review Committee mistakenly overlooked the requirement that the single-

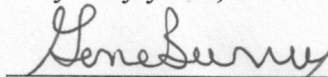
Snowmass Homeowners Association, Inc.  
c/o The Romero Group  
350 Market Street, Suite 304 / PO Box 4100, Basalt, CO 81621

family structure have no more than one kitchen. As was pointed out during the first reading of Ordinance No. 10, Series of 2024, the Master Declaration of Covenants that governs most of the residential area in Snowmass that require only a single-family dwelling does not allow two independent living quarters occupied by individuals not comprising a single family and having separate kitchens.

- The Association is aware of only a small number of caretaker dwellings that do not entail a separate kitchen that accommodates the caretaking of elderly and sick residents, or management of property where the owner is not in full time residence. While these types of accommodations may have shown up in connection with the original design plans, no separate kitchen was indicated nor approved.
- The Association is not aware of ever having been contacted for approval and/or being made aware of the separate caretaker accessory dwelling unit that does not fit under the definition of a "single family" use.
- The Design Review Committee has historically taken the position that freestanding structures unrelated to a single-family residence are not permitted by the Master Declaration.
- The Design Review Committee has not allowed and feels that the Master Declaration does not permit improvements outside of the building envelope.
- The Design Review Committee does not allow tiered parking.
- The Association believes that it would not be in keeping with the aesthetic harmony to allow additional FAR and construction beyond 350 square feet.
- The Design Review Committee has been tasked with broad discretion in conducting its architectural review and to harmonize all improvements. Anyone can see for themselves the success that the Association through the working of the Design Review Committee has accomplished since the inception of Snowmass.

The Association is grateful for the cooperation of the Town Staff in working with the Association and the Design Committee over the past many years, as well as cooperating, exchanging ideas and attempting to find some common ground in accomplishing the objectives of Ordinance 10 consistent with the requirements of the Master Declaration. Another postponement of the first reading would afford the Town Staff and the Association more time to fully pursue whether any common ground can be found.

Very truly yours,



Gene Burrus, President

Snowmass Homeowners Association

Snowmass Homeowners Association, Inc.

c/o The Romero Group

350 Market Street, Suite 304 / PO Box 4100, Basalt, CO 81621

LAW OFFICES OF  
PAUL J. TADDUNE, P.C.

PAUL J. TADDUNE

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TELEFAX (303) 298-8748

May 31, 2024

**VIA E-MAIL: [council@tosv.com](mailto:council@tosv.com)**

Mayor Bill Madsen  
Members of the Snowmass Village Town Council  
130 Kearns Road  
P.O. Box 5010  
Snowmass Village, CO 81615

Re: Proposed Ordinance No. 10, Series of 2024

Dear Mayor Madsen and Members of the Town Council:

I write on behalf of the Snowmass Homeowners Association with regard to proposed Ordinance No. 10, Series of 2024, to allow new accessory employee unit replacement standards.

Due to a miscommunication, the Association did not participate in the meetings before the Planning Commission that considered this issue. While the Association is sympathetic to the Town of Snowmass Village employee housing needs, the Association would like to call your attention to the restrictions and requirements of the Master Declaration of Protective Covenants for Snowmass-at-Aspen Residential Areas recorded on December 30, 1966 at Book 225 at Page 6, as amended, which can be found on the Association's website ([www.snowmasshomeowners.com](http://www.snowmasshomeowners.com)). The Master Declaration, as you know, governs most of the residential areas in the Town. The proposal for accessory dwelling units is inconsistent with and precludes the Association from approving accessory dwelling units.

I and other representatives of the Association are planning to attend the meeting on Monday, June 3, to answer any questions you may have.

Very truly yours,

PAUL J. TADDUNE, P.C.



Paul J. Taddune

PJT:nwe

cc: John Kenny: [jkenny@romero-group.com](mailto:jkenny@romero-group.com)  
Gene Burrus: [gburrus@burrusinvestments.com](mailto:gburrus@burrusinvestments.com)

## **AGENDA ITEM SUMMARY**

**TOWN OF SNOWMASS VILLAGE/**

**EOTC MEETING DATE:** August 19, 2024

**AGENDA ITEM TITLE:** EOTC 2024 Work Plan & Budget Supplement

**STAFF RESPONSIBLE:** Linda DuPriest, Regional Transportation Director

---

**ISSUE STATEMENT:** EOTC staff is proposing two additional regional transportation projects for late 2024, to be added to the workplan and budget. Included in the IGA establishing the EOTC in 1993, and later renewed in 2021, is a provision allowing for items to be brought before individual EOTC members at their regular meetings when the full 15-member EOTC is not available to meet at one time. Staff is presenting these two projects slated for Q4 in 2024 individually to the Councils of the City of Aspen and Town of Snowmass Village and the Pitkin County Board of County Commissioners in August 2024.

**BACKGROUND:** Two opportunities for regional transportation planning, including promotion of public transit and active transportation to reduce dependence on single-occupant vehicles in the upper Roaring Fork Valley have arisen for late 2024. EOTC staff sees these opportunities, and the transportation challenges they work to solve, as appropriate for EOTC funding and focus, as they affect transportation within Pitkin County, beyond the borders of the City of Aspen and Town of Snowmass Village. Those projects are:

- 1) Maroon Bells Comprehensive Recreation Management Plan (CRMP)
- 2) Aspen Airport Business Center Transportation Plan.

EOTC staff seeks approval for these projects to be added to the 2024 Work Plan and Budget. Project descriptions are as follows:

**Maroon Bells CRMP: Transit, Parking and E-Bike/Cycling Management**

In 2023, with support from the John A. Volpe National Transportation Systems Center (Volpe Center), Pitkin County, the City of Aspen, the WRNF, Roaring Fork Transportation Authority (RFTA), Aspen Skiing Company, and the Aspen Chamber Resort Association developed a comprehensive plan to sustainably provide for and manage recreation at the iconic Maroon Bells Scenic Area. The Maroon Bells Comprehensive Recreation Management Plan (CRMP) provides a framework to sustainably manage recreational access to, and activities within, the Maroon Creek Valley. This plan identifies goals and recommendations to improve sustainable access to and recreation in the Scenic Area while accounting for local economic and other community impacts. All modes of transportation and types of recreation activities were considered as part of this planning process.

Several transportation areas have emerged as needing further study and management strategies; 1) the RFTA shuttle and early-morning private shuttle reservation system, 2) parking availability and reservations, and 3) user conflicts along Maroon Creek Rd between groups of e-bikers and motorized traffic. Funding is needed to study and manage these transportation issues that affect Pitkin County as the

manager of Maroon Creek Road, the City of Aspen and the Aspen Chamber and Resort Association in their outreach to E-bike rental companies, and the other partners. The cross-jurisdictional nature of mitigating user conflicts and optimizing the transit element lends itself to support from the EOTC in its mandate to manage regional transportation. The proposed EOTC budgetary contribution to the Maroon Bells CRMP over the next 18 months is \$36,800. A draft of the Implementation Plan provided by the Volpe Center is attached.

#### **Aspen Airport Business Center Transportation Plan**

The Lumberyard residential development in the vicinity of the Aspen Airport Business Center (AABC) is triggering significant changes to transportation access along the Hwy 82 corridor. These include the addition of a traffic signal for access to the Lumberyard and the elimination of the “right in, right out” access at the east end of the AABC. Two priority issues resulting from these changes are the need for enhanced bicycle and pedestrian access from the Lumberyard to the AABC and both upvalley and downvalley RFTA bus stops; plus, consideration of additional motor vehicle traffic that will be diverted from the eastern access to the signal at Hwy 82 and Baltic Avenue (the main entrance into the AABC).

As the AABC has developed over time, with the addition of the North Forty and other residential development, plus eateries and other uses, significant transportation infrastructure needs and safety issues have emerged. The development lacks sidewalks and bicycle facilities, both on- and off-street parking is under supplied, streets lack markings, and the intersection of Baltic Avenue and Sage Way is particularly hazardous for pedestrians and bicyclists due to its proximity to Hwy 82, lack of crosswalks, and conflicts with motor vehicles accessing Roxy’s Market and the gas station across Baltic. In addition to the new bicycle, pedestrian and vehicle traffic that will be generated by the Lumberyard and closing of the east access, potential future changes triggered by a multimodal plan for the airport, plus introduction of WE- Cycle into the AABC and Airport all call for a focused effort to improve access, connectivity and safety for all modes. The cost estimate for an AABC Transportation Plan is maximum of \$200,000, split between Q4 2024 and FY2025.

#### **BUDGETARY IMPACT:**

Going into 2024, EOTC held a reserved fund balance of \$6,306,456, and is projected to remain on that course through the end of 2024. These two proposed projects represent an additional expenditure of approximately \$136,800.

#### **RECOMMENDED ACTION:**

EOTC staff recommends approval of two additional projects in Q4 2024.

#### **ATTACHMENTS:**

DRAFT Maroon Bells CRMP Implementation SOW (Statement of Work)

*DRAFT*

*Statement of Work*

*Maroon Bells  
Comprehensive Recreation Management Plan  
Implementation*

*Pitkin County  
Elected Officials Transportation Committee*

## **1. BACKGROUND**

Covering 975 square miles, Pitkin County is located in the heart of the White River National Forest (WRNF) in Colorado and is surrounded by the peaks of the central Rocky Mountains. Pitkin County includes the communities of Aspen, Snowmass, Woody Creek, Old Snowmass, Meredith, Thomasville, and Redstone as well as portions of the town of Basalt. The county maintains 24 bridges and 265 miles of roads, including Maroon Creek Road, which provides sole vehicle access to WRNF's Maroon Bells Scenic Area (MBSA).

With support from the John A. Volpe National Transportation Systems Center (Volpe Center), Pitkin County, the City of Aspen, the WRNF, Roaring Fork Transportation Authority (RFTA), Aspen Skiing Company, and the Aspen Chamber Resort Association developed a comprehensive plan to sustainably provide for and manage recreation at the iconic MBSA. The Maroon Bells Comprehensive Recreation Management Plan (CRMP) provides a framework to sustainably manage recreational access to, and activities within, the Maroon Creek Valley. This plan identifies goals and recommendations to improve sustainable access to and recreation in the Scenic Area while accounting for local economic and other community impacts. All modes of transportation and types of recreation activities were considered as part of this planning process.

Pitkin County's Elected Officials Transportation Committee (EOTC) was established in 1993 as an advisory committee for fixed route public transit within the Roaring Fork Valley. The EOTC is comprised of the elected officials from the City of Aspen, Town of Snowmass Village, and Pitkin County and helps fund RFTA.<sup>i</sup> RFTA provides exclusive shuttle access to the MBSA for over 150,000 visitors annually from Memorial Day to mid-October. The EOTC requests that the Volpe Center provide technical transportation planning support by working with the partner agencies to implement selected recommendations from the CRMP to sustainably monitor and manage visitors recreating in the MBSA.

This interagency agreement (IAA) builds upon a previous agreement in place between the Volpe Center and the County (VP03 and VPN6) and an agreement currently in place with the WRNF (VXP8).

## **2. PERIOD OF PERFORMANCE**

The proposed project will begin upon execution of this agreement and end by July 31, 2029. Work by the Volpe Center in support of the tasking set forth below will commence upon approval of this agreement and availability of funding. Specific project deadlines will be documented at the working level for each task.

## **3. SCOPE OF WORK**

Through this project, the Volpe Center will implement recommendations from the CRMP to monitor and sustainably manage visitors recreating in the MBSA.

This agreement can be amended upon agreement of the signature parties to add specific tasks. If additional work is added in the future, then the new work will be contingent upon the availability of funds and a modification will be executed to add additional funding. A modification describing the scope of work (SOW), roles and responsibilities, project schedule, and project funding must be developed and signed prior to beginning any work beyond what is scoped

below. Work shall be on a best effort, no fee basis and charges will reflect only actual costs and no profit.

## **Task 1. Right-Sizing Visitation at the Maroon Bells**

### *Task Background*

If followed, the recommendations in the CRMP will ensure that visitation to and recreation in the Bells will be sustainably managed for decades to come. To attain this goal, partners need to right-size visitation levels to the Bells in light of several factors. This work relates to the implementation of the following recommendations (directly to the one in bold):

- 3.2 Explore peak and off-peak pricing for parking reservations and e-bike rental access to encourage visitation at non-peak times.
- 2.5 Identify opportunities to eliminate or mitigate user conflict concerns along Maroon Creek Road.
- 3.2 Coordinate a study during peak and shoulder seasons to determine visitor capacity and better understand the number of reservations that should be sold during each season.**
- 3.12 Explore the feasibility of having free or discounted passes available at the library or another location for those with lower economic means.

### *Task Description*

To kick-off this work, the Volpe project team will meet with partners to identify the key factors to include in this analysis, such as:

- Visitor demand/desire to visit
- Visitor experience
- Cost of visiting
- Cost of operations
- Environmental conditions, and
- Infrastructure capacity

The project team will then talk with partners to understand their current views, future outlooks, and any limitations regarding each of the factors, including how they interact/any dependencies. Based on the outcomes of these conversations, and based on suggestions from the partners, Volpe will talk with additional stakeholders to solicit their input on the factors as well. Next, Volpe will analyze available data to identify any relevant issues or trends to inform its work.

Volpe will then create visitation scenarios based on partner and stakeholder conversations and its data analysis. These scenarios will illustrate how each factor can be maximized as well as any trade-offs, compromises, and mutually beneficial outcomes between key factors. Last, Volpe will present its preliminary findings and results to the partners, will refine them based on partners' input, and will issue a final report with recommended visitation targets based on the scenarios.

### *Deliverables*

- Notes from conversations
- Results from data analysis
- Short report (10-15 pages) summarizing results and recommendations

### Timeframe

| Task                                       | Months After Initiation |
|--------------------------------------------|-------------------------|
| Hold partner and stakeholder conversations | One month               |
| Analyze data                               | Two months              |
| Develop visitation scenarios               | Three months            |
| Present results                            | Four months             |

## Task 2. Maroon Bells Data Analysis

### Task Background

If followed, the recommendations in the CRMP will ensure that visitation to and recreation in the Bells will be sustainably managed for decades to come. To attain this goal, data must continue to be collected and analyzed to identify trends, to proactively address emerging issues, and to make progress on attaining the plan's recommendations. In addition to relating to the implementation of the following recommendations (directly to the ones in bold), this work also informs the work of the MBSA Operations Group.

- 1.4 Enhance communication, signage, resources, and visitor education to improve dog etiquette at the Maroon Bells* – this task will determine if dog etiquette is improving or not over time.
- 2.3 Provide additional road safety education for bicyclists and further encourage e-bike rental companies to educate clients about road etiquette to ensure greater safety for all road users* – this task will determine if bicycle etiquette is improving or not over time.
- 3.1 Explore different staggered release of booking options for the reservation system, including last-minute reservations** – this task will determine if the changes that the partner agencies made to booking options, which are now staggered, were effective.
- 4.1 Update the interpretive shuttle tour periodically to provide educational and engaging visitor information including leave no trace principles, visitor impacts on natural resources, trail etiquette, and respect for natural soundscapes** – this task will determine if the changes that the partner agencies made to the interpretive shuttle tour last year were effective.
- 4.3 Provide more long-term (i.e., up to 2.5-day) parking, some of which is released a couple of days in advance to account for variable weather conditions for people doing backcountry hikes* – this task will determine if the changes that the partner agencies made to booking options for parking, some of which are now released a couple of days in advance, were effective.
- 4.4 Advertise the availability of early morning shuttle services (e.g., Blazing Adventures) for users (e.g., hikers, photographers) interested in visiting the Maroon Bells before sunrise** – this task will provide information regarding the demand for an early morning shuttle; a 7am shuttle was started during the peak season last year.

### Task Description

The Volpe project team will work with partners to collect the following visitor data at the end of each season:

- RFTA shuttle ridership
- Highlands parking data
- County traffic and bike counts
- H2O e-bike counts
- H2O visitor survey results
- H2O reservation data
- Concessionaire use data
- Webcam video
- Others as necessary/available

Using these data, Volpe will calculate annual visitation, compare each data source longitudinally/to previous years (to identify trends and issues), and will use the data to inform the partners' work on attaining CRMP recommendations.

#### *Deliverables*

- Spreadsheets of data (longitudinal for each source)
- Annual end of season PowerPoint presentation that highlights trends, issues, and progress towards attaining CRMP recommendations

#### *Timeframe*

| Task                          | Months After Initiation |
|-------------------------------|-------------------------|
| Collect operating season data | Five months             |
| Analyze/compile data          | Six months              |
| Present results               | Seven months            |

### **Task 3. Balancing Future Revenue Sharing**

#### *Task Background*

If followed, the recommendations in the CRMP will ensure that visitation to and recreation in the Bells will be sustainably managed for decades to come. To attain this goal, partners wish to balance future revenues to ensure that all costs are sustainably covered. This work relates directly to the implementation of the following recommendations (directly to the one in bold):

**5.2 Explore decreasing, increasing, and/or re-allocating the shuttle and/or parking fees at the Maroon Bells.**

5.3 Improve cost transparency to help explain to the public the basis of the cost to visit the Maroon Bells.

#### *Task Description*

To begin, the Volpe project team will update the revenue and cost tables in the 2023 Business Plan with the most recent data and information available. Next, Volpe will talk with each partner to understand what additional costs they anticipate in future years. Volpe will then analyze each partner's current revenues and current and future costs to determine what gaps may exist.

With this information, Volpe will talk with each partner – separately and/or in a group as necessary – to identify different strategies to address any gaps. These strategies may include increasing shuttle or entrance/amenity fees, creating new fees (e.g., for bicyclists), or increasing visitation (see Right-Sizing Visitation work plan) at certain times, days, or months/seasons.

Last, Volpe will articulate the pros and cons of each strategy and will identify mitigating actions if feasible. For example, if shuttle ticket prices must increase in the future, perhaps there is a way for there to be discounted shuttle tickets available for low-income segments of the population. To the degree possible, these mitigating actions will align with recommendations and implementation actions in the CRMP.

#### *Deliverables*

- Updated Business Plan baseline figures
- Internal notes from conversations
- Short report (10-15 pages) summarizing financial and gap analyses, proposed strategies (including their pros and cons) and mitigating actions, and recommended next steps

#### *Timeframe*

| <b>Task</b>                                           | <b>Months After Initiation</b> |
|-------------------------------------------------------|--------------------------------|
| Update Business Plan                                  | Eight months                   |
| Analyze financial information                         | Nine months                    |
| Hold conversations with each partner                  | 10 months                      |
| Develop proposed strategies and mitigation strategies | 11-12 months                   |
| Summarize report and next steps                       | 13 months                      |

## **4. SCHEDULE AND COSTS**

Initial funding for tasks under this agreement is summarized in the table below. All costs listed in this IAA are for Volpe Center staff only. Costs associated with other project participants are not included.

| <b>Task</b>  | <b>Short Title</b>      | <b>Estimated Completion</b> | <b>First Increment</b> | <b>Second Increment</b> |
|--------------|-------------------------|-----------------------------|------------------------|-------------------------|
| Task 1       | Right-Sizing Visitation | 4 months                    | \$20,666               | \$0                     |
| Task 2       | Data Analysis           | 3 months                    | \$10,000               | \$10,000                |
| Task 3       | Balancing Revenues      | 6 months                    | \$0                    | \$51,334                |
| <b>Total</b> |                         |                             | <b>\$30,666</b>        | <b>\$61,334</b>         |

As currently scoped, this work will be funded in two increments:

| <b>Increment</b> | <b>To Cover Task(s)</b>               | <b>Date</b>     |
|------------------|---------------------------------------|-----------------|
| \$30,666         | 1 and 2 (1 <sup>st</sup> Half)        | Summer 2024     |
| \$61,334         | 2 (2 <sup>nd</sup> Half) and all of 3 | January 1, 2025 |

The Volpe Center's use plan for the new funding is below:

| <b>Volpe Use of Funds</b> | <b>Funding</b> |
|---------------------------|----------------|
| Volpe Direct Labor        | \$85,000       |
| Volpe Contract Support    | \$0            |
| Travel                    | \$3,872        |
| Shared Service Fee (3.4%) | \$3,128        |

|              |                 |
|--------------|-----------------|
| Other        | \$0             |
| <b>Total</b> | <b>\$92,000</b> |

## 5. ASSUMPTIONS AND CONSTRAINTS

- a. The County will review all deliverables and give written feedback within 2 weeks of receipt.
- b. The County will make available staff to ensure efficient data and document collection.

## 6. TERMS AND CONDITIONS

- a. The cost estimates in this Agreement are based on information available at the time of writing the SOW. The County and the Volpe Center will discuss and jointly agree to any significant changes to these cost estimates or reallocation of funding among the tasks and will update the SOW accordingly. If the project scope is modified or expanded, the County and the Volpe Center will modify this Agreement.
- b. The Volpe Center's work shall be on a best effort basis (not fixed price) and charges will reflect only actual costs, without profit or fee.
- c. On-time and on-budget deliverables from the Volpe Center depend on timely and complete reviews of all draft deliverables by the County, which must be completed within 10 business days.
- d. At the technical close out of the project (when all deliverables have been completed and all charges have been recorded), the Volpe Center will return any unexpended funds to the County in a timely manner.
- e. The Volpe Center will use reasonable, good faith efforts to complete the work, including procurements, in a timely and efficient manner to be able to meet the milestones in this SOW. The County and the Volpe Center will discuss and jointly agree to any significant changes to the schedule. If the project's period of performance changes, the County and the Volpe Center will modify the Agreement.

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<sup>i</sup> In 1990 the Colorado state legislature passed Colorado Revised Statute 29-2-103.5 that provides counties the authority to levy sales and use taxes "for the purpose of financing, constructing, operating, or maintaining a mass transportation system within the county." In November 1993, per the Colorado State Statute, Pitkin County voters approved a 0.5% County Transit Sales and Use Tax for the purpose of financing, constructing, operating and managing a mass transportation system within the Roaring Fork Valley. In conjunction with the countywide ballot measure, Pitkin County, the Town of Snowmass Village and the City of Aspen adopted a 1993 Intergovernmental Agreement (IGA) establishing the EOTC, its structure, and further defining how the collected funds may be allocated. The EOTC is therefore responsible for allocating the countywide 0.5% sales tax and a 0.5% use tax funds in a manner that is consistent with State Statute, the 1993 ballot language, and the IGA.

## Town of Snowmass Village

### Agenda Item Summary

#### DATE OF MEETING:

August 19, 2024

#### AGENDA ITEM:

Draw Site Housing –Ballot Language Discussion for November 2024 Election

#### PRESENTED BY:

Betsy Crum, Housing Director  
Clint Kinney, Town Manager

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#### BACKGROUND:

In 2020, the Town developed a Workforce Housing Master Plan that was unanimously adopted by the Snowmass Village Town Council in October 2021. Following that, the Council has consistently named creating new affordable housing as one of its top priorities and set a goal to create approximately 200 new units for people working in our Village. With the completion of 15 units at Coffey Place, the Council directed staff to develop the Town Hall Draw site, selected because it has the greatest potential for unit development, is well-located, and has historically been identified for future housing development.

After many months of development and several iterations at the site, the Town has developed an approach that provides a feasible way to most effectively utilize the Draw Site for affordable workforce rental housing. The design incorporates a fully underground parking garage structure with several levels and two residential structures set forward in the site and rising above the garage. The front structure (Building A) is envisioned to be one story shorter than the back one (Building B), and the primary vehicular entrance to the site would be at the east side of Building A. A sizable courtyard would be between the two buildings to provide access for emergency vehicles and offer a flexible, green outdoor amenity for all tenants.

At the July meeting, the Council agreed to continue to advance this design through full schematic plans. We have updated the detailed cost estimate, with all-in construction costs now expected to be \$75 million, including a 17% contingency. We have included an additional hard cost contingency in our financial projections to bring the overall contingency to 20%. In addition, we have included a “plug” number of \$2 million to

reconfigure the Kearns Road intersection, which was not in the Draw Site's original scope. In total, our conservative estimate is \$86 million, or just over \$1,000 per square foot. This is consistent with what we have seen in Aspen with recent affordable housing developments and is what we expected.

Town Council will recall that, in 2022, the majority of the Snowmass Village voters approved adding workforce housing as an allowed expenditure of the existing lodging tax and marketing sales tax revenue (that had otherwise been dedicated to tourism functions). This voter approved change produces approximately \$5 million annually for workforce housing projects. We have projected dedicating \$3 million of this already-approved annual revenue to debt service on this project's capital financing, along with the revenue from monthly rents on the 79 apartments. Based on these two revenue sources alone, our financial consultant DA Davidson currently projects that they can capitalize approximately \$71 million at current rent rates.

The current financing plan anticipates fully funding this development without using any TOSV general funds or requiring any new taxes. The proposed development cost of \$86 million will be paid for with a combination of rents, tourism tax revenue, and grants/ partner capital/ other contributions. The specific source of funds for the approximately \$15 million dollars of grants/ partner capital/ other contributions still needs to be identified.

At the August 5 meeting, the Town Council asked to refer the Draw Site financials to the Financial Advisory Board for their continued feedback and recommendations. The Finance Advisory Board meeting was held on August 14, 2024. The formal recommendation from the FAB, their consolidated response, is currently being finalized. Once their recommendation is finalized by the Board, it will be forwarded to the Town Council.

Because of the expected cost of developing the Draw Site, the town is required under the Town Code to secure a vote of the electorate before spending the funding needed to build this project. Per the requirements of Section 4.156 of the Municipal Code, a question must be placed on the ballot to obtain voter approval.

The proposed draft question is:

**Without increasing taxes, shall the Town of Snowmass Village be authorized to take actions necessary to construct a new workforce housing project consisting of approximately 79 units containing 118 bedrooms, located uphill of and adjacent to Town Hall in the area known as the Draw Site, at an estimated projected cost of \$86 million, to be paid for with tourism tax revenues authorized for workforce housing purposes, rental income, potential grant funds and other public and/or private contributions?**

- ☐ YES
- ☐ NO

Resolution No.18, 2024 placing this question on the ballot, is included for Council consideration.

### APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

In 2023 the Town Council established the following short-term housing goals:

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

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

In addition, the Council unanimously approved the Housing Master Plan in 2021. The Draw Site development was the first site recommended in that plan. It will provide 79 total workforce units.

### COUNCIL OPTIONS:

- 1) Approve or deny Resolution 18, 2024 at this meeting
- 2) Schedule final consideration of Resolution 18 for September 3, 2024

### STAFF RECOMMENDATION:

Staff recommends that the Council provide feedback on the proposed question and attached Draft Resolution to officially place the question on the November 5, 2024 ballot. Once consensus is reached on the proposed language, staff recommends that the Council

- 1) place the final consideration/ action for Resolution 18, 2024 on the September 3 Council meeting agenda.
- 2) direct staff to advertise the agenda topic so that any community feedback can be received at that meeting.

- 3) Direct staff to draft a proposed resolution of support, by the Town Council, for the ballot question, for the Council to consider at the September 3 meeting.

#### ATTACHMENTS:

Attachment A: Draft Resolution 18, 2024 concerning a Ballot Question – Project Spending Limitation – Draw Site Housing Development

**TOWN OF SNOWMASS VILLAGE  
TOWN COUNCIL**

**RESOLUTION NO. 18  
SERIES OF 2024**

**A RESOLUTION REFERRING TO THE ELIGIBLE ELECTORS OF THE TOWN  
OF SNOWMASS VILLAGE AT THE COORDINATED ELECTION TO BE HELD  
NOVEMBER 5, 2024 A BALLOT QUESTION RELATED TO DEVELOPMENT OF  
THE DRAW SITE**

**RECITALS**

- A. The Town of Snowmass Village, Colorado (“TOSV” or the “Town”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the “Charter”).
- B. The Town owns property adjacent to Town Hall (Pitkin County Assessor Parcel Nos. 273301201855, 273301201854, 273301201853, and 273301200001) commonly known as the “Draw Site.” The Town Workforce Housing Master Plan (dated 8/2021) includes the Draw Site as potential site for development of workforce housing and recommends the Draw Site as the “first opportunity.”
- C. The Town wishes to develop with Draw Site with approximately 79 multi-family housing units with different unit-types (containing a total of approximately 118 bedrooms). The estimated projected cost is \$86 million, which could be funded through tourism tax revenues authorized for workforce housing purposes, rental income, potential grant funds and other public and/or private contributions.
- D. Section 4-153 of the Town Code provides: “ Project limitation. The Town shall not implement, approve, institute or contract any project or obligate itself in any way to any project within the Town or to be paid for by the Town, which requires an expenditure of money in excess of the project spending limitation without a vote of the electors of the Town approving the project and the money for the project” (the “Project Spending Limitation”).
- E. Development of the Draw Site would exceed the Project Spending Limitation and, thus, require approval of the Town electors.
- F. To comply with the Project Spending Limitation, the Town Council wishes to submit a ballot question to the Town electors at the regular election to be held on November 5, 2024, as set forth herein.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Ballot Question. The Town Council hereby submits to the registered electors of the Town of Snowmass Village the following ballot question and title for the coordinated election to take place on November 5, 2024:

**Without increasing taxes, shall the Town of Snowmass Village be authorized to take actions necessary to construct a new workforce housing project consisting of approximately 79 units containing 118 bedrooms, located uphill of and adjacent to Town Hall in the area known as the Draw Site, at an estimated projected cost of \$86 million, to be paid for with tourism tax revenues authorized for workforce housing purposes, rental income, potential grant funds and other public and/or private contributions?**

☐ YES

☐ NO

3. Challenges to Ballot Title and Content. For the purposes of C.R.S. § 1-11-203.5, this Resolution shall serve to set the title and content of the ballot issue set forth herein and the ballot title for such ballot issue shall be the text of the ballot issue itself. Any petition to contest the form or content of the ballot title must be filed with the District Court in and for Pitkin County and a copy served on the Town Clerk within five days after the date of this Resolution.
4. Conduct of Election. The officers and employees of the Town are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution.
5. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.
6. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

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

TOWN OF SNOWMASS VILLAGE

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Bill Madsen, Mayor

ATTEST:

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Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

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Jeff Conklin, Town Attorney



To: Mayor and Town Council  
From: Finance Advisory Board  
Date: August 19, 2024  
Re: A Recommendation Regarding the Draw Site Project

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The Finance Advisory Board (FAB) met on August 14, 2024, to review the most updated financing proposal for the 79 Unit Draw Site proposal. The FAB centered their review by focusing on the overall Tourism Fund revenues and the proposed project proforma. The FAB had previously reviewed the Housing Master Plan, financing mechanisms and earlier iterations of the proforma; therefore, the Board started with a high level of familiarity with the project.

**Comments from the FAB regarding the Draw Site Employee Housing included:**

- Reviewing the Tourism Fund, financing plan, and proforma, the Town can likely pay for this **\$86,095,615** project with the combination of the proposed tourism tax, rental income and still to be identified grant funds. A quick summary of the draw site plan from a financial perspective is as follows:

\$23,500,000 2025A Bond financing (COP or lease revenue bond)  
47,180,000 2025B Bond financing (COP or lease revenue bond)  
10,000,000 State & other local gov't Grants (estimated)  
5,415,615 Local partner funding (local businesses)  
**\$86,095.615 Sources of Funds**

\$1,355,774 Annual P&I on 2025A Bonds (\$23,500,000, 4.00%, 30 years)  
2,894,104 Annual P&I on 2025B Bonds (\$47,180,000, 4.51%, 30 years)  
**\$4,249,878 Total Annual Bond Financing Costs**  
- 1,608,583 Rental Income on 79 units (Year 1)  
+ 273,422 Operating Expenses on 79 units (Year 1)  
+ 47,400 Replacement Reserve on 79 units (Year 1)  
**\$2,962,117 Annual Net Expense (Financing Costs less Net Rental Income)**

The town proposes to fund the \$2,962,117 (call it **\$3,000,000**) annual net expense of the project from the approximate **\$5,000,000** annual surplus in the Tourism Fund. Note that the 2025 Tourism Budget includes \$14,907,730 of Sales Tax Revenue and \$9,520,952 of Expenditures leaving a surplus of \$5,386,778 for Housing.

- The FAB notes that while \$70,680,000 of the project is being funded by 2025A&B bonds, FAB recommends the estimated \$10 million in State or other local governmental grants and \$5,415,615 of local partner funding be secured along with the bond financing before moving forward with the project.
- Due to the volatile construction market, there is a very real concern of potential cost overruns. The current cost estimate is fair, but there is a risk of rising costs that needs to be understood and acknowledged.
- Considering the \$3 million annual financing of the project is being funded solely from the annual Tourism fund surplus, the potential material risk factors such as cost overruns, pandemics, poor snow years, forest fires, recessions, etc. could result in reduced sales tax revenues and therefore reduced annual surpluses in the Tourism fund.
- The Council should acknowledge that the Tourism Fund is only projecting a contribution to housing capital projects of \$5 million annually. Earmarking \$3 million of the annual \$5 million contribution to a single project, 60% of those funds, could create a significant opportunity cost by not having adequate funds available for future projects.
- Specifically, regarding the opportunity cost: investing 60% of this revenue source in this single project leaves inadequate revenue to reach the goal of 200 new units. Other financing approaches will likely need to be pursued for future projects.
- To achieve the proposed affordable rents, requires this \$3 million annual contribution. This is a major subsidy, equating to approximately \$38,000 per unit per year (over \$3,000 per month) for 30 years. The Council should evaluate, consider, and ensure this amount of subsidy is acceptable.
- The draw site is one of only a few locations in town that can have this many units constructed on it.
- Although a for-sale project would be easier to finance and have less long-term expense to the Town, the rental approach as recommended is agreed to be the correct approach at this time.
- The Town Council may want to reevaluate the entire approach to the housing master plan. With the cost per square foot of construction is only expected to go up, the Council should consider building units at down valley locations (eg: brush creek park n ride/intercept lot) where the cost per square foot of construction would be lower and more units could be developed at the same expense. In short, there could be more bang for the buck, more units constructed to meet the need, if this investment of public funds were made down valley rather than in the Village.

#### SUMMARY:

The FAB cannot speak to how this project specifically meets the existing TOSV Housing policy, but it can state the funding sources and expenses are accurately represented and are reasonable. The FAB strongly encourages the Council to consider the opportunity cost of investing 60% of the currently available Tourism Tax dollars into this single project. In addition to building on this

site, the FAB strongly encourages the Town Council to explore additional down valley locations that are less expensive to develop.

**CONCLUSION:**

Subject to the risks and consequences discussed above which may require the Town to use some General Fund revenues to finance the project, the FAB believes the project can be financed as proposed, but will require the Town to find other funds to complete its goal of building 200 units. If Council decides to put the project to the voters for their decision, FAB recommends that full disclosure be made of the financial risks and consequences of the project.

## Town of Snowmass Village

### Agenda Item Summary

#### DATE OF MEETING:

August 19, 2024

#### AGENDA ITEM:

Habitat for Humanity Priority Program – Glenwood Springs L3 Building Opportunity

#### PRESENTED BY:

Betsy Crum, Housing Director

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#### BACKGROUND:

At its August 12, 2024, meeting, the Town Council discussed a unique opportunity offered by Habitat for Humanity of the Roaring Fork Valley to secure a housing priority for our employees to purchase a condominium in West Glenwood Springs.

Habitat is currently under contract to acquire an apartment building in West Glenwood known as the L3 building, which has 88 studio and one-bedroom apartments. They intend to condominiumize the property and sell all the units as affordable, deed-restricted homes. Purchase priority will first be given to existing tenants with mortgages and downpayment assistance available to purchasers earning up to 150% of the Area Median Income (AMI).

As part of its capital financing, Habitat is “selling” purchase priorities to employers throughout the Roaring Fork Valley to provide a permanent opportunity for their employees to buy one or more of these units before they are placed on the market. These are studio and one-bedroom units that will sell in the mid-to-upper \$300,000’s to households earning between \$57,360- \$123,000 annually, and with the mortgage and downpayment assistance available would cost approximately 30% of household income. All homes will be permanently deed-restricted to remain affordable. Mortgage payments will be, on average \$500-\$900 less than the cost of renting the same unit. All sales are expected to be completed with 13 months of Habitat purchasing the property.

Habitat’s Priority Program is a creative example of a cost-effective, “development neutral” way to increase homeownership opportunities for our workforce. For \$150,000 per unit, our employees would have access to another homeownership option in the Valley if they choose to live in Glenwood Springs.

While we are not aware of any of our employees currently living in this specific apartment building (the actual location cannot be disclosed by Habitat until after the sale, per their purchase contract), we do know that about 13% of Town staff live in and commute from Glenwood Springs or further. This would indicate that there is potential demand to purchase these units. The one-bedroom units would be especially desirable so that people could comfortably remain in their condominium until they could move to their next home.

#### FINANCIAL IMPACT:

Habitat is offering 35 of the 88 units for “Employer Priorities.” In exchange for \$150,000 per priority purchase, the employer would have the ability to have their employees move to the front of the line to purchase a unit. The units will be priced to be affordable to the purchaser, who can live in the condominium as long as they wish and who may have access to additional financing or downpayment assistance from Habitat for Humanity. When they leave or take employment elsewhere, another Town employee would have the first right to purchase the next available unit. If the priority is no longer needed or wanted, it can be sold to another area employer.

Funding would be provided through the additional revenue-over-budget received in 2024 in the Excise Tax Fund. The Council will recall that Excise Tax funds are dedicated specifically to workforce housing initiatives. The town’s receipts through the end of June 2024 are just over \$1 million, compared to an approved budget of \$175,000.

#### STAFF RECOMMENDATION:

Staff recommends that the Town Council authorize the Town Manager to enter into an agreement to purchase two (2) priorities through this program, for a total cost of \$300,000.

#### ATTACHMENTS:

Attachment A: Habitat Priority Project Summary and Request

## Request for Town of Snowmass Village participation in HFH RFV Affordable Housing Program Project Summary

Habitat for Humanity RFV is purchasing an 88 unit free market apartment building.

The property will be submitted for condominium review through the City of Glenwood Springs

Units will be sold as deed restricted, affordable units with priority for current tenants

Mortgages and down payment assistance will be provided to purchasers from below 80% up to 150%

Priorities are being sold to partner employers, with an MOU similar to Wapiti Commons at \$150,000

### Costs:

- Purchase price is at market value
- \$1,500,000 – Builders risk policy for construction defects litigation protection as result of condominium process.
- \$458,800 In additional process expenses and some professionals are donating part of their expenses as donations.

### Financing:

- Interest only loan from 1<sup>st</sup> Bank payable upon project completion
  - Current Investors and Priority Partners:
    - Colorado Housing and Finance Authority (CHFA) - \$5,000,000.
    - City of Glenwood Springs grant from C2 Funds - \$1,500,000. And \$1.5M loan
    - Roaring Fork School District - \$1,000,000.
    - Roaring Fork Regional Fire Department - \$300,000
    - Private Loan - \$1,000,000.
    - Garfield County BOCC

### Timeline:

- Under contract. *Time is of the Essence*
- 4 – 6 month condo process
  - During this time, qualify buyers and arrange financing for buyers.
- 1<sup>st</sup> month after the condo process – we intend to close maximum number of condo sales.
- Because the max length of current leases is 1yr, we will have all the sales completed within month 13 of ownership.
- All financing will be retired with proceeds from sales



### Highlights:

Ownership expense vs Rental cost: current renters will save an average of \$500 per month in year 1 and up to \$900 per month in year 5 and earn equity in their property

- Supporting partnerships with Habitat, City of Glenwood Springs, Local Employers.
- We are providing 88 affordable ownership housing units that will remain in our community forever without new development. West Glenwood has as many as 1,000 rental units, most without any restrictions on rent increases.

### Current Building Stats: 88 Units

#### Range

- 70 % of current tenants are under 120% AMI
- 89% of current tenants are employed
- 11% are between 120% & 150% AMI
- That in the region and 40% in GWS
- is 81% of the current tenants in our AMI

### Garfield County Area Median Income Limits 2024

*\*Area Median Income limits are updated annually by HUD for Garfield County*

| AMI             | 1 person   | 2 person   |
|-----------------|------------|------------|
| Category 4-150% | \$ 107,550 | \$ 123,000 |
| Category 3-120% | \$ 86,040  | \$ 98,400  |
| Category 2-100% | \$ 71,700  | \$ 82,000  |
| Category 1-80%  | \$ 57,360  | \$ 65,600  |

The goal of this project is to stabilize 88 households in our community. To get them in a position where they can stop paying a disproportionate amount of their income towards rent. (In some cases they are currently spending more than 59% of their income on rent.) To have them build equity and eventually be able to move into the free market.

## **Average Current Rent vs Mortgage Savings**

| Year Over Year Savings - Proforma Rent vs Stabilized Mortgage |             |             |             |             |             |
|---------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|
|                                                               | Yr 1        | Yr 2        | Yr 3        | Yr 4        | Year 5+     |
| Market Rent According to for sale OM                          | \$ 2,372.00 | \$ 2,467.00 | \$ 2,566.00 | \$ 2,642.00 | \$ 2,722.00 |
| Rent Growth Rate                                              | 6%          | 4%          | 4%          | 3%          | 3%          |
| Average Monthly, Including HOA                                | \$ 1,897.61 | \$ 1,897.61 | \$ 1,897.61 | \$ 1,897.61 | \$ 1,897.61 |
| Savings Per Month                                             | \$ (474.39) | \$ (569.39) | \$ (668.39) | \$ (744.39) | \$ (824.39) |

The scenario below is based on an actual current 80% AMI tenant, that is in the 80% Average Median Income (AMI) category. In this case they would qualify for a 2.5% interest rate loan with Zero Money Down loan through An Impact Development Fund. Purchase price for a 1 bedroom would be \$369,735.89 ish.

The table factors in 3% deed restricted appreciation, principal recapture, and savings of rent vs mortgage, with projected rent increases.

### **Actual In Place Scenario**

|         |       | Current Rent | HFH Program Payment | Savings Per Month |
|---------|-------|--------------|---------------------|-------------------|
| Current |       | \$ 2,404.00  | \$1,804.00          | \$ (600.00)       |
| year1   | 6.00% | 2,548.24     | \$1,804.00          | \$ (744.24)       |
| year2   | 4.00% | 2,650.17     | \$1,804.00          | \$ (846.17)       |
| year3   | 4.00% | 2,756.18     | \$1,804.00          | \$ (952.18)       |
| year4   | 3.00% | 2,838.86     | \$1,804.00          | \$ (1,034.86)     |
| year5   | 3.00% | 2,924.03     | \$1,804.00          | \$ (1,120.03)     |
| year6   | 3.00% | 3,011.75     | \$1,804.00          | \$ (1,207.75)     |
| year7   | 3.00% | 3,102.10     | \$1,804.00          | \$ (1,298.10)     |
| year8   | 3.00% | 3,195.16     | \$1,804.00          | \$ (1,391.16)     |
| year9   | 3.00% | 3,291.02     | \$1,804.00          | \$ (1,487.02)     |

|                              |                       |                                    |                                           |                            |                                             |                      |                                                           |  |              |                |
|------------------------------|-----------------------|------------------------------------|-------------------------------------------|----------------------------|---------------------------------------------|----------------------|-----------------------------------------------------------|--|--------------|----------------|
|                              | <b>Price</b>          | <b>Current Rent</b>                | <b>HH Program Payment</b>                 | <b>Savings Per Month</b>   |                                             |                      |                                                           |  |              |                |
|                              | \$369,735.            | \$ 2,404.00                        | \$ 1,804.00                               | \$ (600.00)                |                                             |                      |                                                           |  |              |                |
|                              |                       |                                    |                                           |                            |                                             |                      |                                                           |  |              |                |
|                              | <b>New Sale Price</b> | <b>Equity Growth @ 3% Annually</b> | <b>Principle Paid Recapture upon sale</b> | <b>Annual Rent Savings</b> | <b>Rent Increases According to Proforma</b> | <b>Total Savings</b> |                                                           |  |              |                |
| Year 1                       | \$380,827.97          | \$ 11,092.08                       | \$ 8,383.07                               | \$ 8,930.88                | 6%                                          | \$ 28,406.03         | Total Year 1                                              |  |              |                |
| Year 2                       | \$392,252.80          | \$ 11,424.84                       | \$ 8,595.07                               | \$ 10,154.04               | 4%                                          | \$ 30,173.94         | Total Year 2                                              |  |              |                |
| Year 3                       | \$404,020.39          | \$ 11,767.58                       | \$ 8,812.42                               | \$ 11,426.12               | 4%                                          | \$ 32,006.12         | Total Year 3                                              |  | Down Payment | Home Price     |
| <b>Subtotal After Year 3</b> |                       | <b>\$ 34,284.50</b>                | <b>\$ 25,790.56</b>                       | <b>\$ 30,511.03</b>        |                                             | <b>\$ 90,586.09</b>  | <b>Equity + Principal Recapture + Rent Savings Year 3</b> |  | 20%          | \$ 452,930.45  |
| Year 4                       | \$416,141.00          | \$ 12,120.61                       | \$ 9,035.27                               | \$ 11,426.12               | 3%                                          | \$ 32,582.00         | Total Year 4                                              |  |              |                |
| Year 5                       | \$428,625.23          | \$ 12,484.23                       | \$ 9,263.76                               | \$ 12,418.34               | 3%                                          | \$ 34,166.33         | Total Year 5                                              |  |              |                |
| Year 6                       | \$441,483.99          | \$ 12,858.76                       | \$ 9,498.03                               | \$ 13,440.33               | 3%                                          | \$ 35,797.12         | Total Year 6                                              |  | Down Payment | Home Price     |
| <b>Subtotal After Year 6</b> |                       | <b>\$ 71,748.10</b>                | <b>\$53,587.62</b>                        | <b>\$ 67,795.82</b>        |                                             | <b>\$193,131.54</b>  | <b>Equity + Principal Recapture + Rent Savings Year 6</b> |  | 20%          | \$ 965,657.70  |
| Year 7                       | \$454,728.51          | \$ 13,244.52                       | \$ 9,738.22                               | \$ 15,577.21               | 3%                                          | \$ 38,559.95         | Total Year 7                                              |  |              |                |
| Year 8                       | \$468,370.36          | \$ 13,641.86                       | \$ 9,984.48                               | \$ 16,693.97               | 3%                                          | \$ 40,320.30         | Total Year 8                                              |  |              |                |
| Year 9                       | \$482,421.47          | \$ 14,051.11                       | \$ 10,236.98                              | \$ 17,844.22               | 3%                                          | \$ 42,132.31         | Total Year 9                                              |  | Down Payment | Home Price     |
| <b>Subtotal After Year 6</b> |                       | <b>\$ 112,685.58</b>               | <b>\$83,547.3</b>                         | <b>\$117,911.22</b>        |                                             | <b>\$314,144.11</b>  | <b>Equity + Principal Recapture + Rent Savings Year 9</b> |  | 20%          | \$1,570,720.53 |