



**Town Council
Monday, August 7, 2023
4:00 PM**

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

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

Agenda

1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATIONS AND PRESENTATIONS

3.A. A Discussion with Aspen Skiing Company CEO Geoff Buchheister

[Agenda Item Summary Aspen Ski Company Pg. 4](#)

4. PUBLIC COMMENT

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

5. CONSENT AGENDA

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

5.A. 2023 Agenda Overview

[2023 Agenda Overview Pg 5](#)

5.B. Minutes for Approval 07-17-23

[07-17-23 TC Minutes - DRAFT Pg 8](#)

5.C. Parking Plan for Winter 2023/2024

[Agenda Summary Winter Parking Plan 2023-2024 pg 15](#)

[Draft Winter Parking Plan 2023 2024 - clean Pg 17](#)

[Draft Winter Parking Plan 2023 2024 - redline Pg 23](#)

**5.D. Resolution RE Election & IGA with Pitkin County for Coordinated Election
November 7, 2023**

[Agenda Item Summary - Reso 23-21 Re Election & IGA for Coordinated Election pg 29](#)

[Reso 21, series 2023 - Auth Coordinated Election & IGA Pg 30](#)

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. First Reading- Ordinance No. 7, Series of 2023 -An Ordinance Amending the Town of Snowmass Village Municipal Code by Amending Section 7-124 in Article V of Chapter 7 Related to the Town's Leash Laws for Dogs

[Agenda Item Summary - Leash Law Pg 33](#)

[Ord -7, 2023 - Leash Law - JJC Clean Pg 35](#)

[Ord 7 - Leash Law - JJC Redline Pg 39](#)

8. ADMINISTRATIVE REPORTS

8.A. Discussion and a Request to Approve the TOSV Employee Handbook

[Agenda summary employee handbook adoption 8 7 23 Pg 43](#)

[TOSV Employee Handbook 2023 - REVISED - Clean - not including changes to vacation v3 Pg 45](#)

8.B. Draw Site Housing- Owners' Review

[Agenda Summary- Owners' Review - Draw Site Housing 8-7-2023 Pg 99](#)

[Attachement A draw site sketches Pg 102](#)

9. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

10. ADJOURNMENT

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

August 7, 2023

AGENDA ITEM:

A Discussion with Aspen Skiing Company CEO Geoff Buchheister

PRESENTED BY:

BACKGROUND:

Geoff Buchheister and others from Aspen Skiing Company will be present to make introductions and provide a look forward to the 2023/2024 Ski Season.

FINANCIAL IMPACT:

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

COUNCIL OPTIONS:

STAFF RECOMMENDATION:

ATTACHMENTS:

- 1.

DRAFT 2023 Agenda Items

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

Topic to incorporate:

- Dog Park, Leash laws & E-bikes -POSTR needs to meet 1st.

Mon. Jul. 17th – Regular Meeting (Shenk Virtual)

- **Senator Perry Will and Representative Elizabeth Velasco - RESCHEDULE**
- Deerbrook Preliminary Plan joint meeting with Planning Commission
- Continued Review of Housing Regulations
- Town Park & Woodbridge Construction Update
- Executive session, performance review

Mon. Aug. 7th – Regular Meeting (Marolt Virtual)

- Geoff Buchheister, SkiCo CEO
- Election Reso Re IGA with Pitkin
- Election – Reso Re Ballot Language (Aug 21st at latest)
- Review and adopt update Employee Handbook
- Leash law ordinance first reading for voice control
- Owners Review of the Draw Site Project
- Winter Parking plan

Mon. Aug. 14th – Work Session (Marolt Out)

- Property tax discussion

Mon. Aug. 21st – Regular Meeting

- Exec session with Dept. Dir
- Ord removing Board of Appeals
- EOTC prep for 31st meeting
- Homeless Shelter IGA?

Thur. Aug. 31st - EOTC Meeting – Pitkin County Hosts

Tue. Sep. 5th – Regular Meeting

- Exec Session personnel (amongst council)

Mon. Sep. 11th – Work Session

- Draft Ord for Council compensation change

Mon. Sep 18th – Regular Meeting

DRAFT 2023 Agenda Items

- Reso - In support of Ballot Question
- Executive Session deliver manager review

Mon Oct. 2nd – Regular Meeting (Kinney virtual)

- Budget Introduction
-

Mon. Oct. 9th – Work Session

- Budget Review

Mon. Oct. 16th – Regular Meeting

- POST Grant – 1st reading?
- Budget Review
- CIRSA update from Sam Light

Thurs. Oct. 26th – EOTC – City of Aspen Hosts

Mon. Nov. 6th – Regular Meeting

- IGD Meeting - Adopting the GID Budget
- Budget Adoption
- B & C Applications
- Executive session for attorney review

Mon. Nov. 13th – Work Session

- Place holder – CORE Update – date?
- Planning for Krabloonik post June 2024

Mon. Nov. 20th – Regular Meeting

- B & C Interviews
- POST Grant – 2nd reading
- Reso re 2024 TC Dates
- Executive session personnel attorney

Mon. Dec 4th – Regular Meeting

- B & C Interviews

Mon. Dec. 11th – Special Meeting

- GID Meeting – set Mill Levy

Mon. Dec. 18th – Regular Meeting

- B & C Resolution appointing new Members
- Reso RE 2024 Meeting Dates

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

DRAFT 2023 Agenda Items

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



Town Council
Town Council Meeting Minutes
Monday, July 17, 2023

4:00 PM

130 Kearns Road

Town Council Chambers

Snowmass Village, CO, 81615

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

1) CALL TO ORDER

4pm

2) ROLL CALL

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

Council Members Absent: None

Staff Present: Clint Kinney, Town Manager; Greg LeBlanc, Assistant Town Manager; Jeff Conklin, Town Attorney; Betsy Crum, Housing Director; Terri Everest, Assistant Housing Director; Mitch Osur, Operations and Compliance Manager; Dave Shinneman, Community Development Director; Jim Wahlstrom, Senior Planner; Mike Horvath, Town Engineer; Andy Worline, Parks & Recreation Director; Doug Goldfluss, IT Manager; and Megan Boucher, Town Clerk.

Public Present: Randy Henrie, Doug Strahan, Annie Pausback, Tim Malloy, John Howard and Barclay Miller.

Planning Commission members present: Brian Marshack, and Elese Denis. Stan Clauson and David Seglin appeared virtually. Doug Faurer and Jim Gustafson recused themselves.

34 Planning Commission members absent: Matt Dube

35 **3) PROCLAMATIONS AND PRESENTATIONS**

36 3.A) Discussion with Representative Elizabeth Velasco & Senator Perry Will

37 [Page 3 Agenda Item Summary RE Senator & Representative visit](#) 

38 Canceled and will be rescheduled.

39 Agenda shifted to accommodate cancelation and scheduled start time of joint Planning
40 Commission meeting.

41 **5) PUBLIC COMMENT**

42 none

43 **6) CONSENT AGENDA**

44 6.A) [2023 Agenda Overview](#)

45 [Pages 80-82 2023 Agenda Overview](#) 

46 Councilmember Fridstein suggested adding the topic of future use of the Krabloonik
47 land once the lease is up lease ends and what is permitted and what is not.

48 Attorney Jeff Conklin clarified that the use of the property is restricted to PUD to what is
49 there or a Single-Family Residence.

50 6.B) Minutes for Approval

51 [Pages 83-89 07-10-23 TC Minutes - DRAFT](#) 

52 No corrections to minutes.

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

55 **7) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS**

56 **8) POLICY/LEGISLATIVE PUBLIC HEARINGS**

57 **9) ADMINISTRATIVE REPORTS**

9.A) Town Park & Woodbridge Construction Update

Pages 90-91 Agenda Item Summary - Town Park Woodbridge Construction Updates 

Pages 92-94 Attachment A - Woodbridge Project Photos 

Pages 95-99 Attachment B - Parking Lot Surface Samples 

Mike Horvath and Andy Worline update Town Council on the two projects.

Horvath summarized the WoodBridge project regarding recommended change of material to metal in certain areas to increase longevity and decrease maintenance. Council had some clarifying questions on the materials and application of epoxy. Gustafson suggested a more natural wood appearance siding choice. After some discussion Councilmembers Fridstein, Marolt and Gustafson would like to make it wood. Council directed staff to change material to wood.

Council suggested a plaque be added to the bridge to mark the bridge and give its history.

Worline summarized the Town Park Construction regarding parking lot materials. Recycled asphalt was the original staff recommendation. Further investigation & new information has led to the new recommendation of Class 6 road base which would be easier to maintain, more structurally sound, and have better longevity. Staff's recommendation is now Class 6 road base. Class 6 road base will be treated with Mag-Chloride to help maintain and keep dust down. It will be less muddy and drain much better.

Council agreed with staff's recommendation to make the parking lot material Class 6 road base.

4) **JOINT MEETING WITH PLANNING COMMISSION - 4:30 pm**

4.A) Deerbrook Preliminary Plan

Pages 4-8 Agenda Item Summary - TC PC Jt Mtg Pres DTHs Prel Plan 

Pages 9-11 Resolution 20, Series of 2023 Directives to PC, draft 

Pages 12-38 Resolution 03, Series of 2022 - Deerbrook THs New & Amd Sketch Plan - SIGNED 

Pages 39-40 Summary of Land Use & Development Parameters 

[Pages 41-51 REVIEW INTENT & ISSUES for Prel Plan](#) 

[Pages 52-79 REFERRAL AGENCY COMMENTS, COMBINED](#) 

Chairperson Marshack opened the Planning Commission meeting with the Town Council at 4:31pm.

Megan Boucher took roll call for the Planning Commission.

Planning Commission members present: Brian Marshack, and Elese Denis. Stan Clauson and David Seglin appeared virtually. Doug Faurer and Jim Gustafson recused themselves.

Planning Commission members absent: Matt Dube

Jim Wahlstrom summarized the submission of the Deerbrook Preliminary Plan process and clarified that this meeting was solely a presentation of the application by the applicant and not pre-sketch or sketch and will not address compliance standards.

Kinney also clarified the timing of the presentation and the Council action with the Resolution is due to Town of Snowmass Village Code requiring the Planning Commission to have a meeting within 21 days of this hearing.

Wahlstrom introduced Tim Malloy and Randy Henrie from Deerbrook project to present the Preliminary Plan. The presentation had additional materials which Town Clerk Boucher will obtain and add on to the end of the packet for the record.

Clarifying questions about signage, snowmelt, roof materials, tree removal plan and replanting, surface and subterrain water, and parking were discussed briefly.

Chairperson Marshack called for a motion to adjourn the Planning Commission meeting. Commissioner Denis motioned to adjourn. Commissioner Clauson seconded. All in favor.

Planning Commission adjourned at 5:23pm

No public comment.

Council briefly discussed adding a bullet point to the resolution regarding drainage and structural weight issues on slopes. Wahlstrom clarified that item #8 covers that concern.

Councilmember Fridstein motioned to approve Resolution 20, Series of 2023. Councilmember Marolt seconded. All in favor.

9.B) [Review of Housing Regulations](#)

[Pages 100-104 Agenda Item Summary - Housing Regulations Review](#) 

[Pages 105-106 Attachment A - Draft Deed house note 6-23-23](#) 

Besty Crum updated and summarized the agenda item focusing on history of the program and how that has informed where we are now and its direction in the future.

Housing department researched and looked at other communities for reference and ideas. Some other programs are doing Cash Outlays to incentivize downsizing and movement in the employee housing markets. This is an expensive program.

It was suggested that TOSV send an informational letter to Deed restricted properties to inform them about renting out one room to up to two people within the current regulations to qualified renters.

Council discussed briefly incentives vs buy down programs as well as seasonal housing. Ultimately, Council directed staff to develop the buy down program for more investigation and budget consideration. Staff will pull some ideas together and bring it back Council.

Betsy Crum further spoke about the Western Housing Coalition and the REGIONAL approach to Workforce housing.

Discussion next turned to other government adjacent groups incorporation into TOSV housing – examples: teachers, fire, hospital, etc. Staff is not recommending expanding to these groups for existing unit. Increasing demand when supply is so limited would not be fair to those already on the list. Going forward, staff recommends in future housing, inviting partners to invest so then they have units.

Councilmember Shenk strongly disagreed and wants fire, teachers, hospital, etc in our pool now. These groups include those that provide services to SMV but are not located in SMV, example the schools and the hospital. Shenk further expressed the observed conflict that people get into our housing while working in SMV but then change jobs to outside SMV and are not asked to leave TOSV housing, thus having non SMV workers living in TOSV housing program.

Councilmember Gustafson agrees in part with Shenk and sees this conflict. Shenk clarified that she would not want to kick anyone out of their home since they got a different job in Aspen, but I does not think it is fair that the teacher/fire/hospital/RFTA employee is not considered.

Council had a brief discussion regarding the definition of "essential worker" - for a resort community being more, include tourism industry.

Going forward, Council suggested the housing program be a mix of Pay to Play *and* opening up the list to other government adjacent entities.

Council discussed generational housing and family members *who qualify* being allowed to buy the home they grew up in and not put the home in the lottery. Mayor Madsen, Councilmember Marolt and Gustafson would like TOSV to consider reflecting the importance of community being built on generations. Staff do not recommend allowing this due to the overwhelming demand. Councilmember Fridstein and Shenk do not recommend this change.

Staff will research options and compare what APCHA regulations are regarding generational housing.

Staff recommends a small change in the housing program regulations from 1400 hours and 80% income earned in SMV to that **or** 1600 hours in SMV and 70% earning to qualify. Council agreed.

Council discussed Energy Efficiency and the change from Gas to Induction and if that qualifies for credit. Staff clarified that it does if there is a significant energy savings.

Staff will come back with a redline version of the Housing Program for clarity and bring it back to Council.

9.C) [Council Compensation Discussion](#)

[Pages 107-108 Agenda Item Summary - Council Compensation Discussion Staff Report](#) 

[Pages 109-110 Attachment 1 - CML Elected Official Compensation Report](#) 

[Pages 111-115 Attachment 2 - TOSV Council Compensation Ord No. 06 2018](#) 

[Pages 116-119 Attachment 3 - City of Aspen Or No. 21, Series of 2020](#) 

[Pages 120-123 Attachment 4 - Town of Basalt Ord No. 12, Series of 2016](#) 

Council discussed increasing Council Compensation for the next elected Councilmembers. Councilmember Fridstein is in favor of an increase. Councilmember Marolt hoped it encourage some to run in the future if it was increased.

Fridstein recommended 10% increase every 10 years or CPI increase. Jeff Conklin will look into the CPI increase yearly starting in Nov. 2024 and bring back to a future meeting.

10) [TOWN COUNCIL REPORTS AND ACTIONS](#)

Councilmember Gustafson congratulated the Anderson Ranch on a great Art Auction and reminded all of their Thursday night Artist Lecture series.

Mayor Madsen was up at Ruedi recently and for the first time in several years, the spillway was flowing with the lake full. Nordic Council was canceled. RTFA meeting focused on their housing project and that electrification was not going to work so they are moving forward with gas.

Marolt had an orientation meeting with the Board of Health.

Drinks with Council will be at the Ranger Station 7/24 4pm.

11) EXECUTIVE SESSION

11.A) Executive Session

[Pages 124-125 Agenda Item Summary- Exec Session Performance Review of Town Attorney](#) 

[Pages 126 Executive Session Agenda language for performance review Town Attorney](#) 

Mayor Madsen read the legal language for the Executive Session. At 6:55 pm Councilmember Fridstein motioned to go into Executive Session. Councilmember Marolt seconded. All in favor.

At 7:21 pm, Councilmember Marolt moved to adjourn the Executive Session and reconvene the Regular Meeting, Councilmember Fridstein seconded. All in favor.

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

12) ADJOURNMENT

7:21pm

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, August 7, 2023.

Submitted By,

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

August 7, 2023

AGENDA ITEM:

Parking Plan for Winter 2023/2024

PRESENTED BY:

Sam Guarino, Transportation Director
Mike Glock, Parking Program Manager

BACKGROUND:

The proposed agreement on the Parking Plan (see attached) between the Town, the Aspen Skiing Company (ASC), Snowmass Mountain Lodging, LLC (SML), and Base Village Metropolitan District #1 (BVMD1) is provided for your review. Staff have communicated with the ASC, SML and a representative of BVMD1 on the parking plan for the coming winter season. The parking plan defines the goals and objectives for the parking system which include:

- Keeping parking usage at or below 85% (National standard for a full lot) of capacity so that guests can find the available parking; and
- Reducing vehicle miles travelled and thus carbon emissions; and
- Promoting alternative modes of travel.

For the coming ski season parking capacity will be nearly the same as the 2022/2023 ski season with a yet to be determined change of spaces due to construction activity in the rodeo overflow lot. Enforcement and the responsibilities of the various parties remain the same as last winter. The Town will continue to use the digital parking system, so there will be no parking “permits” issued to vehicles. Vehicles will continue to be tracked by their license plate.

The parking garage in Base Village will remain free for the first hour of parking. For 2023-2024 garage parking was \$6 per hour up to \$42 for the day until 4:00 pm. Dependent on agreement by the BVMD1 at their board meeting there may be a request to raise prices before the season. By PUD agreement any change in price would be subject to approval by Town staff. ASC pricing at Two Creeks for the 2023/2024 ski season will be set at \$25 for weekdays and \$35 for weekends and holidays.

The most significant change to the Town's parking plan for 2023/2024 is a reduction in Gold and Senior permits to a combined 100 permits, reflecting a return to the pre-pandemic total. These permits are available to any interested party that does not live in Snowmass Village or qualify for an employee permit. To account for reduced transit capacity and concerns over COVID-19 transmission the decision was made for the 2020-21 winter season to increase the number of the permit types to 200 (from 100). Staff believe it is appropriate to reduce the number of permits to their original total in an effort to protect the limited parking resource in the West Village, as well as to promote transit use as an alternative to the personal vehicle.

FINANCIAL IMPACT:

Decreasing senior/gold permits to 100 total would lead to a decrease of approximately \$37k in revenue for the parking department. This can be dealt with within the existing budget.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The proposed parking plan has decreased the number of Gold and Senior permits back to pre-pandemic levels. These changes are consistent with the Town's objectives of managing the available public parking within the Town to help control traffic volume in the core of the community as well as overall greenhouse gas emissions.

COUNCIL OPTIONS:

1. Approve the Parking Plan as recommended
2. Amend and approve the Parking Plan
3. Do not approve the Parking Plan

STAFF RECOMMENDATION:

It is the recommendation of Staff, that the Council, BY MOTION,

Approve 2023/2024 Winter Parking Plan.

ATTACHMENTS:

1. Draft Winter Parking Plan 2023-2024 - clean
2. Draft Winter Parking Plan 2023-2024 - redline.

TOWN OF SNOWMASS VILLAGE

AGREEMENT ON PARKING PLAN FOR WINTER 2023/2024

This agreement is entered into on a date to be determined, by and between the Town of Snowmass Village (“Town”), Aspen Skiing Company (“ASC”), Snowmass Mountain Lodging, LLC (“SML”), and Base Village Metropolitan District No. 1 (“BVMD”).

RECITALS

The Town, ASC, SML, and BVMD (the “Parties”) agree to share and coordinate the management of parking operations and facilities within Snowmass Village (“Village”) for the winter season of 2023/2024. The Town owns the land for the parking areas known as “Numbered,” “Town Park,” “Rodeo Contestant” and “Divide Lot E” parking lots. ASC owns and/or is managing parking in the areas known as “Tree House,” “Two Creeks,” and “Black Saddle Clubhouse.” BVMD manages the parking within the parking garage in “Base Village.” The Parties agree to observe the parking and transit goals of the Town’s Comprehensive Plan - Ordinance NO. 09 Series of 2018 (the “Comprehensive Plan”), and the conditions of Ordinance NO. 09, Series of 1994 (“Ordinance 9”) approving the ski area expansion. This parking plan is an effort by the Parties to observe these guidelines and objectives for the betterment of the whole community. The Parties will communicate during the ski season to monitor the parking and traffic activities resulting from this plan.

NOW, THEREFORE, the Parties hereto agree as follows:

To comply with the three parking/transit goals and directives of the Comprehensive Plan and Ordinance 9: 1.) Manage the total number of day parking spaces within the community and the lots west of the Wooden Skier Bridge for the purpose of controlling traffic volume; 2.) Work to achieve a parking utilization rate of 85% of the day use parking spaces, and 3.) Monitor traffic impacts to maintain a Level of Service (LOS) standard of “D” or better to be consistent with the community’s goal in the current Comprehensive Plan. Agreement on the parking program elements that affect these goals and directives are as follows:

- A. **Traffic Volume/Level of Service:** The Parties agree to continue to monitor the traffic volume/level of service (LOS) on Brush Creek Rd, Owl Creek Rd and Highline Rd. In the past, variations have occurred in the traffic volume/LOS on Brush Creek Rd and Owl Creek Rd; however, they were not considered consistent or significant enough to change the relative traffic volume/LOS for those roadways as they are established in the Comprehensive Plan. If the traffic volume increases to a point where it exceeds any limit set in the Comprehensive Plan, the Parties will meet to discuss possible changes to parking fees and parking distribution to bring the traffic volumes back to acceptable limits.
- B. **Parking Capacity and Distribution:** The Parties have agreed to a limit of 2,425 public parking spaces to be managed by the Parties to ensure a balanced distribution of the parking within the Village that supports the traffic volume/LOS on our roadways. The Parties agree to the allocation of parking space numbers in general and accept that some flexibility to shift parking spaces between locations is beneficial under certain conditions. With the completion of the Base Village elements to date, the number of public parking spaces in this agreement will be 2,387 spaces. The distribution of parking spaces in the Village for Winter 2023/2024, will be:

LOCATION**CAPACITY**

Numbered Lots	1,000 spaces in the Mall area;
Base Village Garage	299 spaces in Base Village parking garage;
Base Village Valet Parking	50 spaces in Base Village parking garage;
Two Creeks	400 spaces at the Two Creeks portal;
Divide Lot E	30 spaces in "Divide Lot E;"
Tree House	33 spaces in the Tree House traffic circle;
Black Saddle	150 spaces at the Black Saddle Clubhouse;
Town Park	275 spaces in the Town Park lot (25 will be reserved for the Recreation Center);
Rodeo Contestant Lot	*150 spaces in the Rodeo Contestant area (*subject to construction activities);

- C. **Parking Groups:** Parking groups referred to in this document will be identified by their historical titles: Day Skier (whether a day, week, monthly, and/or seasonal access), Day Skier High Occupancy Vehicle ("Day Skier HOV"), Base Village Garage, Resident (including restricted resident access to Numbered lots 10-13), Guest, Employee (including restricted employee access to Numbered lots 10 - 13), Gold Pass, Senior, Merchant, Disabled, and Temporary/Construction access.
- D. **Parking Prices:** Parking prices will be consistent with the Town's Municipal Code and associated with the following user groups:

USER GROUP**PRICING**

Day Skier:	The variable pricing of Day Skier access will generally be between \$0 and \$35 (weekdays, \$25, and weekend & holidays, \$35);
Day Skier HOV:	HOV access will be free to vehicles with four or more occupants at Two Creeks and Divide Lot E - this does not apply to the Base Village parking garage.
Base Village Garage:	The fee for use of the Base Village parking garage will be free for the first hour (subject to the Metro Improvement District approval) and then a charge of \$6 for every hour after that up to \$42 for the day. Base Village will charge for vehicles parking before 4:00 pm and for vehicles entering after 4:00 pm parking will be free. The price for Day Skier parking access will attempt to achieve a parking utilization rate of 85% in the Base Village and Two Creeks lots (as stated in Ordinance 9, Series of 1994) as long as the traffic volumes along roadways in the Village stay within the parameters set in the Comprehensive Plan;
Base Village Garage Valet:	The fee for Base Village Public Valet Parking will be \$10 for every hour up to a maximum of \$120;
Resident 1 st Vehicle:	Residents' first vehicle will be \$80;
Resident 2 nd Vehicle:	Residents' second vehicle will be \$120;
Resident 3 rd Vehicle:	Residents' third vehicle will be \$220;
Restricted Resident:	Residents' having restricted access will be \$60;

Guest Access:	Access for guest vehicles will be \$15/day;
Gold Access:	Resident or guest within the Roaring Fork Valley will be \$650;
Senior Access:	Resident or guest within the Roaring Fork Valley 65 years of age or older will be \$325. Gold and Senior permits combined are restricted to 100 permits, which will be drawn through a lottery system.;
Employee Single Vehicle:	Employee single vehicle will be \$70;
Employee Transferable:	For employees to have access for one of multiple vehicles will be \$110;
Restricted Employee:	Employee access to restricted areas will be \$60;
ASC Employee:	Access to the Black Saddle lot will be in the \$0 to \$50 range;
Merchant Parking:	Merchant parking will be \$750/space with a maximum five vehicles/space;
Temporary/Construction/ Social/Non-Profit:	Access will be issued at the discretion of the Parking Department in conjunction with the Police Department.

- E. **User Group Authorization by Lot:** The parking groups allowed in a specific lot are listed below by location:

<u>LOCATION</u>	<u>USER GROUP ALLOWED</u>
Numbered Lots 1-3:	Employee, Employee Trans., Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lots 4-Lower 5:	Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lot Upper 5:	Gold Pass, Guest, Resident 1-3, Senior, and Time Restricted;
Numbered Lot 6:	Disabled, Taxi and Time Restricted;
Numbered Lot 7:	Disabled, Merchant and Time Restricted;
Numbered Lots 8-9:	Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lots 10-13:	Employee, Employee Trans., Restricted Employee, Gold Pass, Guest, Resident 1-3, Restricted Resident, Senior, and Merchant;
Base Village Garage:	Free for One Hour, then Paid Parking at \$6/Hour up to \$42 for the day and charging for parking ends at 4:00 pm - No overnight parking without prior approval by owner;
Tree House:	Time Restricted and Pickup/Drop-off only;
Divide Lot E:	Day Skier, Day Skier HOV, Employee, Employee Trans., Gold Pass, Guest, Resident 1-3, and Senior - No overnight parking without prior approval by owner;
Two Creeks Lots:	Day Skier, Day Skier HOV, Guest, "Equal Access" will be applied to all day parking here - No overnight parking without prior approval by owner;
Black Saddle Clubhouse:	ASC Employee and Day Skier - No overnight parking without prior approval by owner;

Town Park:	Free to all for day parking for recreation and/or shopping purposes - No overnight parking without prior approval by owner; and
Rodeo Contestant Lot:	Free to all for day parking for recreation and/or shopping purposes – no overnight parking without prior approval by owner.

1. The enforcement of parking access in the Numbered lots will be from 8:00 am to 1:00 pm. Time Restricted parking in the Numbered lots will be enforced from 7:00 am to 7:00 pm. The enforcement of parking in the ASC lots will be from 8:00 am to 12:00 pm. The enforcement of parking in Base Village will be from 7:30 am to 4:00 pm. The Town may patrol the Garage and assist with enforcement of certain aspects of this parking agreement, subject to the parties agreeing to do so.
2. ASC is limited to 150 applications for the Town's Employee parking access. ASC employees without a parking permit for the numbered lots will be encouraged to park at the Black Saddle or to use public transportation.
3. The Town will be responsible for the management, signing, leasing, and maintenance of the parking lots in the West Village known as the Numbered lots and the Divide Lot E.
4. ASC will be responsible for the management, signing, leasing, and maintenance of the Black Saddle, Town Park, Rodeo Contestant, and Two Creeks lots. ASC will also be responsible for the management of the parking in the Tree House lots during peak ski school activity.
5. BVMD will be responsible for the Base Village parking garage, and the Tree House lots outside of peak ski school activity.
6. Any services provided by one organization to the other for the management, signing or maintenance of the parking areas, such as sanding or plowing, will be compensated on a case-by-case basis.
7. Each party will retain the revenues derived from their respective parking sales.
8. The Parties agree to allow police enforcement in all lots under this general management parking plan, compliant with the Snowmass Village Municipal Code, Chapter 8, Article II, Parking Regulations.
9. The Parties agree to share the operational function of any information booth(s) relative to parking management at the entrance to the community when necessary. The Town will be responsible for management of vehicles having access to Town parking lots and delivery vehicles; and ASC, SML and BVMD will be responsible for management of day visitors.

10. ASC will advertise on the local radio and/or social media to encourage day skiers to utilize public transportation and inform skiers of limited public parking in the Village during peak periods (as stated in Ordinance 9).

11. Should it appear that the ski area parking lots will be full, ASC will post information signs on Brush Creek Rd before Highline Rd and at the intersection of Brush Creek Rd with Highway 82 (subject to Colorado Department of Transportation and Pitkin County approval) indicating which lots are at their capacity. ASC will also make this information available to the public via Pitkin County Emergency Alert, in conjunction with Town Police Department, the radio and public television (as stated in Ordinance 9).

12. Term. The term of this agreement shall be from November 23rd through and until April 30, 2024 or the closing of the Winter 2023/2024 ski season at the Snowmass Ski Area, whichever occurs first.

13. Default and Dispute Resolution. In the event of any default in performance of any obligations hereunder, within 15 days of any default, the non-defaulting party shall give the other written notice of the default. After delivery of notice, the defaulting party shall then have fifteen days in which to cure the default. If the default is not cured within such period, then the non-defaulting party may terminate this agreement after such period. The Parties agree to use reasonable best efforts to informally discuss and attempt to resolve any apparent event of default prior to delivery of notice thereof.

The Town of Snowmass Village, Colorado

By: _____
Clinton M. Kinney, Town Manager

Date: _____

ATTEST: _____

Aspen Skiing Company, Colorado

By: _____

Date: _____

Susan Cross, General Manager Snowmass Ski Area

ATTEST: _____

Base Village Metropolitan District No. 1,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Date: _____

Andy Gunion, President, Board of Directors

ATTEST: _____

Snowmass Mountain Lodging, LLC

By: _____

Date: _____

Scott Williams, Director of Operations

ATTEST: _____

TOWN OF SNOWMASS VILLAGE

AGREEMENT ON PARKING PLAN FOR WINTER ~~2022/2023~~2023/2024

This agreement is entered into on a date to be determined, by and between the Town of Snowmass Village ("Town"), Aspen Skiing Company ("ASC"), Snowmass Mountain Lodging, LLC ("SML"), and Base Village Metropolitan District No. 1 ("BVMD").

RECITALS

The Town, ASC, SML, and BVMD (the "Parties") agree to share and coordinate the management of parking operations and facilities within Snowmass Village ("Village") for the winter season of ~~2022/2023~~2023/2024. The Town owns the land for the parking areas known as "Numbered," "Town Park," "Rodeo Contestant" and "Divide Lot E" parking lots. ASC owns and/or is managing parking in the areas known as "Tree House," "Two Creeks," and "Black Saddle Clubhouse." BVMD manages the parking within the parking garage in "Base Village." The Parties agree to observe the parking and transit goals of the Town's Comprehensive Plan - Ordinance NO. 09 Series of 2018 (the "Comprehensive Plan"), and the conditions of Ordinance NO. 09, Series of 1994 ("Ordinance 9") approving the ski area expansion. This parking plan is an effort by the Parties to observe these guidelines and objectives for the betterment of the whole community. The Parties will communicate during the ski season to monitor the parking and traffic activities resulting from this plan.

NOW, THEREFORE, the Parties hereto agree as follows:

~~1.~~ To comply with the three parking/transit goals and directives of the Comprehensive Plan and Ordinance 9: 1.) Manage the total number of day parking spaces within the community and the lots west of the Wooden Skier Bridge for the purpose of controlling traffic volume; 2.) Work to achieve a parking utilization rate of 85% of the day use parking spaces, and 3.) Monitor traffic impacts to maintain a Level of Service (LOS) standard of "D" or better to be consistent with the community's goal in the current Comprehensive Plan. Agreement on the parking program elements that affect these goals and directives are as follows:

- A. **Traffic Volume/Level of Service:** The Parties agree to continue to monitor the traffic volume/level of service (LOS) on Brush Creek Rd, Owl Creek Rd and Highline Rd. In the past, variations have occurred in the traffic volume/LOS on Brush Creek Rd and Owl Creek Rd; however, they were not considered consistent or significant enough to change the relative traffic volume/LOS for those roadways as they are established in the Comprehensive Plan. If the traffic volume increases to a point ~~where it that they~~ exceeds any limit set in the Comprehensive Plan, the Parties will meet to discuss possible changes to parking fees and parking distribution to bring the traffic volumes back to acceptable limits.
- B. **Parking Capacity and Distribution:** The Parties have agreed to a limit of 2,425 public parking spaces to be managed by the Parties to ensure a balanced distribution of the parking within the Village that supports the traffic volume/LOS on our roadways. The Parties agree to the allocation of parking space numbers in general and accept that some flexibility to shift parking spaces between locations is beneficial under certain conditions. With the completion of the Base Village elements to date, the number of public parking spaces in this agreement will be 2,387 spaces. The distribution of parking spaces in the Village for Winter ~~2022/2023~~2023/2024, will be:

LOCATION**CAPACITY**

Numbered Lots	1,000 spaces in the Mall area;
Base Village Garage	299 spaces in Base Village parking garage;
Base Village Valet Parking	50 spaces in Base Village parking garage;
Two Creeks	400 spaces at the Two Creeks portal;
Divide Lot E	30 spaces in "Divide Lot E;"
Tree House	33 spaces in the Tree House traffic circle;
Black Saddle	150 spaces at the Black Saddle Clubhouse;
Town Park	275 spaces in the Town Park lot (25 will be reserved for the Recreation Center);
Rodeo Contestant Lot	*150 spaces in the Rodeo Contestant area (*subject to construction restraints activities);

C. **Parking Groups:** Parking groups referred to in this document will be identified by their historical titles: Day Skier (whether a day, week, monthly, and/or seasonal access), Day Skier High Occupancy Vehicle (" Day Skier HOV"), Base Village Garage, Resident (including restricted resident access to Numbered lots 10-13), Guest, Employee (including restricted employee access to Numbered lots 10 - 13), Gold Pass, Senior, Merchant, Disabled, and Temporary/Construction access.

D. **Parking Prices:** Parking prices will be consistent with the Town's Municipal Code and associated with the following user groups:

USER GROUP**PRICING**

Day Skier:	The variable pricing of Day Skier access will generally be between \$0 and \$30 \$35 (historically less for weekdays, \$25\$20 , and more for weekend & holidays, \$35 \$30);
Day Skier HOV:	HOV access will be free to vehicles with four or more occupants at Two Creeks and Divide Lot E - this does not apply to the Base Village parking garage.
Base Village Garage:	The fee for use of the Base Village parking garage will be free for the first hour (subject to the Metro Improvement District approval) and then a charge of \$6 for every hour after that up to \$42 for the day. Base Village will charge for vehicles parking before 4:00 pm and for vehicles entering after 4:00 pm the parking parking will be free. The price for Day Skier parking access will attempt to achieve a parking utilization rate of 85% in the Base Village and Two Creeks lots (as stated in Ordinance 9, Series of 1994) as long as the traffic volumes along roadways in the Village stay within the parameters set in the Comprehensive Plan;
Base Village Garage Valet:	The fee for Base Village Public Valet Parking will be \$10 for every hour up to a maximum of \$120;
Resident 1 st Vehicle:	Residents' first vehicle will be \$80;
Resident 2 nd Vehicle:	Residents' second vehicle will be \$120;
Resident 3 rd Vehicle:	Residents' third vehicle will be \$220;
Restricted Resident:	Residents' having restricted access will be \$60;

Guest Access:	Access for guest vehicles will be \$15/day;
Gold Access:	Resident or guest within the Roaring Fork Valley will be \$650;
Senior Access:	Resident or guest within the Roaring Fork Valley 65 years of age or older will be \$325.-(Gold and Senior permits combined are restricted to 100200 permits, <u>which will be drawn through a lottery system.</u>);
Employee Single Vehicle:	Employee single vehicle will be \$70;
Employee Transferable:	For employees to have access for one of multiple vehicles will be \$110;
Restricted Employee:	Employee access to restricted areas will be \$60;
ASC Employee:	Access to the Black Saddle lot will be in the \$0 to \$50 range;
Merchant Parking:	Merchant parking will be \$750/space with a maximum five vehicles/space;
Temporary/Construction/ Social/Non-Profit:	Access will be issued at the discretion of the Parking Department in conjunction with the Police Department.

- E. **User Group Authorization by Lot:** The parking groups allowed in a specific lot are listed below by location:

<u>LOCATION</u>	<u>USER GROUP ALLOWED</u>
Numbered Lots 1-3:	Employee, Employee Trans., Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lots 4-Lower 5:	Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lot Upper 5:	Gold Pass, Guest, Resident 1-3, Senior, and Time Restricted;
Numbered Lot 6:	Disabled, Taxi and Time Restricted;
Numbered Lot 7:	Disabled, Merchant and Time Restricted;
Numbered Lots 8-9:	Gold Pass, Guest, Resident 1-3, and Senior;
Numbered Lots 10-13:	Employee, Employee Trans., Restricted Employee, Gold Pass, Guest, Resident 1-3, Restricted Resident, Senior, and Merchant;
Base Village Garage:	Free for One Hour, then Paid Parking at \$65 /Hour up to \$4230 for the day and charging for parking ends at 4:00 pm - No overnight parking without prior approval by owner; —
Tree House:	Time Restricted and Pickup/Drop-off only;
Divide Lot E:	Day Skier, Day Skier HOV, Employee, Employee Trans., Gold Pass, Guest, Resident 1-3, and Senior - No overnight parking without prior approval by owner;
Two Creeks Lots:	Day Skier, Day Skier HOV, Guest, "Equal Access" will be applied to all day parking here - No overnight parking without prior approval by owner;

Black Saddle Clubhouse:	ASC Employee and Day Skier - No overnight parking without prior approval by owner;
Town Park:	Free to all for day parking for recreation and/or shopping purposes - No overnight parking without prior approval by owner; and
Rodeo Contestant Lot:	Free to all for day parking for recreation and/or shopping purposes – no overnight parking without prior approval by owner.

1. The enforcement of parking access in the Numbered lots will be from 8:00 am to 1:00 pm. Time Restricted parking in the Numbered lots will be enforced from 7:00 am to 7:00 pm. The enforcement of parking in the ASC lots will be from 8:00 am to 12:00 pm. The enforcement of parking in Base Village will be from 7:30 am to 4:00 pm. The Town may patrol the Garage and assist with enforcement of certain aspects of this parking agreement, subject to the parties agreeing to do so.
2. ASC is limited to 150 applications for the Town's Employee parking access. ASC employees without a parking permit for the numbered lots will be encouraged to park at the Black Saddle or to use public transportation.
3. The Town will be responsible for the management, signing, leasing, and maintenance of the parking lots in the West Village known as the Numbered lots and the Divide Lot E.
4. ASC will be responsible for the management, signing, leasing, and maintenance of the Black Saddle, Town Park, Rodeo Contestant, and Two Creeks lots. ASC will also be responsible for the management of the parking in the Tree House lots during peak ski school activity.
5. BVMD will be responsible for the Base Village parking garage, and the Tree House lots outside of peak ski school activity.
6. Any services provided by one organization to the other for the management, signing or maintenance of the parking areas, such as sanding or plowing, will be compensated on a case-by-case basis.
7. Each party will retain the revenues derived from their respective parking sales.
8. The Parties agree to allow police enforcement in all lots under this general management parking plan, compliant with the Snowmass Village Municipal Code, Chapter 8, Article II, Parking Regulations.
9. The Parties agree to share the operational function of any information booth(s) relative to parking management at the entrance to the community when necessary. The Town will be responsible for management of vehicles having access to Town parking lots and delivery vehicles; and ASC, SML and BVMD will be responsible for management of day visitors.

10. ASC will advertise on the local radio and/or social media to encourage day skiers to utilize public transportation and inform skiers of limited public parking in the Village during peak periods (as stated in Ordinance 9).

11. Should it appear that the ski area parking lots will be full, ASC will post information signs on Brush Creek Rd before Highline Rd and at the intersection of Brush Creek Rd with Highway 82 (subject to Colorado Department of Transportation and Pitkin County approval) indicating which lots are at their capacity. ASC will also make this information available to the public via Pitkin County Emergency Alert, in conjunction with Town Police Department, the radio and public television (as stated in Ordinance 9).

12. Term. The term of this agreement shall be from November 23rd through and until April 30, 2024 or the closing of the Winter 2023/2024 ski season at the Snowmass Ski Area, whichever occurs first.

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13. Default and Dispute Resolution. In the event of any default in performance of any obligations hereunder, within 15 days of any default, the non-defaulting party shall give the other written notice of the default. After delivery of notice, the defaulting party shall then have fifteen days in which to cure the default. If the default is not cured within such period, then the non-defaulting party may terminate this agreement after such period. The Parties agree to use reasonable best efforts to informally discuss and attempt to resolve any apparent event of default prior to delivery of notice thereof.

The Town of Snowmass Village, Colorado

By: _____
Clinton M. Kinney, Town Manager

Date: _____

ATTEST: _____

Aspen Skiing Company, Colorado

By: _____

Date: _____

Susan Cross, General Manager Snowmass Ski Area

ATTEST: _____

Base Village Metropolitan District No. 1,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Date: _____

Andy Gunion, President, Board of Directors

ATTEST: _____

Snowmass Mountain Lodging, LLC

By: _____

Date: _____

Scott Williams, Director of Operations

ATTEST: _____

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

August 7, 2023

AGENDA ITEM:

Resolution RE Election & IGA with Pitkin County for Coordinated Election November 7, 2023

PRESENTED BY:

Jeff Conklin, Town Attorney

BACKGROUND:

The purpose of this Resolution is to authorize the Town of Snowmass Village to participate in and for the Town Clerk to execute documents to effectuate the 2023 coordinated election. Specifically, an IGA is required with Pitkin County to conduct a coordinated election.

At this time, it is anticipated that a question will be put to the voters asking them for permission to remove the prohibition of Town Council members from serving on Town Boards and Commissions.

FINANCIAL IMPACT:

Customary elections costs

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Promoting democracy!

COUNCIL OPTIONS:

Adopt, deny or amend Resolution 21, Series of 2023

STAFF RECOMMENDATION:

Staff recommends that the Council adopt Resolution 21, Series 2023 which authorizes the Town Clerk to execute the IGA with the Pitkin County Clerk for a coordinated Election November 7, 2023.

ATTACHMENTS:

Resolution 21, Series of 2023

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 21
SERIES OF 2023**

**A RESOLUTION AUTHORIZING THE TOWN OF SNOWMASS VILLAGE TO PARTICIPATE
IN THE 2023 COORDINATED ELECTION ON NOVEMBER 8, 2023 AND AUTHORIZING THE
TOWN CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH PITKIN
COUNTY TO CONDUCT THE 2023 COORDINATED ELECTION.**

WHEREAS, the Town of Snowmass Village (the "Town"), is a Colorado municipal corporation duly organized and existing as a home-rule municipality pursuant to Article XX of the State Constitution and laws of Colorado; and

WHEREAS, pursuant to Section 2.2 of the Town Charter, the November 7, 2023 is a regular municipal election date of the Town, which is a coordinated election date; and

WHEREAS, pursuant to Section 2.1 of the Town Charter, all elections of the Town are governed by the Colorado Municipal Election Code unless otherwise provided by ordinance; and

WHEREAS, Section 31-10-102.7 Colorado Revised Statutes, contained within the Municipal Election Code, permits any municipality to elect by resolution to utilize the requirements and procedures of the Uniform Election Code which will thereby permit the Town to participate in the coordinated election being conducted by Pitkin County (the "County") on November 7, 2023; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election; and

WHEREAS, there has been submitted to the Town Council an intergovernmental agreement for the 2023 Coordinated Election, between the Town of Snowmass Village "Political Subdivision" and Pitkin County Clerk and Recorder, a draft copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Town wishes to participate in such coordinated election and, to do so, wishes to approve intergovernmental agreement with Pitkin County to conduct the election, appoint the Town Clerk as the Designated Election Official, and to authorize all other such actions necessary for participation in the 2023 coordinated general election with Pitkin County.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
2. Coordinated Election. The Town Council hereby authorizes participation by the Town in the coordinated election to be held November 7, 2023. The Town Council further authorizes the

officers and employees of the Town to take all actions necessary or appropriate to participate in the November 7, 2023 coordinated election, including but not limited to preparing ballot titles.

3. Conduct of the Election. The Council hereby provides that the Town shall utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1 of Colorado Revised Statutes as authorized pursuant to the Municipal Election Code with respect to the regular election and that such election shall be coordinated with and conducted by the County as provided therein.

4. Designated Election Official. The Town Clerk is hereby appointed as the designated election official of the Town for the purposes of performing acts required or permitted by law in connection with the election. Pursuant to Section 1-1-111(2) Colorado Revised Statutes, all powers and authority granted to the Council may be exercised by the designated election official, including, but not limited to the power to appoint election judges.

5. Intergovernmental Agreements. The officers of the Town are authorized to enter into one or more intergovernmental agreements with the County Clerk of the County pursuant to Section 1-7-116 of Colorado Revised Statutes contained in the Uniform Election Code. Any such intergovernmental agreements heretofore entered into in connection with the election are hereby ratified and approved.

6. Ratification of Prior Action. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Town and its officers directed toward the election and the objects and purposes herein stated are hereby ratified, approved and confirmed.

7. Direction to Town Staff. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

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

8. Inconsistency. All acts, orders and resolutions, and parts thereof, inconsistent with this Resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or Resolution, or part thereof, heretofore repealed.

READ, APPROVED AND ADOPTED, as amended, by the Town Council of the Town of Snowmass Village, Colorado on **August 7, 2023, upon the motion of Councilmember XXXXX, the second of Councilmember XXXXX and upon a vote of XX in favor and XX opposed.**

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

August 7, 2023

AGENDA ITEM:

First Reading- Ordinance No. 7, Series of 2023 – An Ordinance Amending the Town of Snowmass Village Municipal Code by Amending Section 7-124 In Article V of Chapter 7 Related to the Town's Leash Laws for Dogs

PRESENTED BY:

Jeff Conklin, Town Attorney
Brian Olson, Chief of Police
Andy Worline, Parks, Recreation & Trails Director

BACKGROUND:

The Town Code presently requires that dogs be maintained on a leash when on property accessible by the public. Failure to comply with this restriction constitutes a dog running "at large." In practice, this regulation has proven difficult to enforce, as citizens will often walk dogs off-leash on trails or otherwise appropriately control dogs through voice, visual, or electronic commands.

Accordingly, this Ordinance proposes to amend the Town Code such that a dog is not considered "at large" if the dog is on a leash or under voice, visual, or electronic commands. There are additional standards to help determine when a dog is considered "at large," such as harassment of other persons or failure to comply with commands. The proposed Ordinance will provide the Police Department with discretion on what constitutes a failure to control a dog.

Further, there are or may be certain areas of Town that are more appropriate to require dogs to be on-leash (or be on-leash at certain times), regardless of compliance with voice, visual, or electronic commands. The proposed Ordinance thus provides a mechanism to create "mandatory leash zones" by the Town Council by Ordinance or through Town Manager rule on a temporary basis. The latter authority will allow for the Town to be more nimble in requiring dogs to be on leash at certain areas at certain times, such as during JAS. Any temporary areas must be posted with adequate signs identifying the mandatory leash zone.

Staff believes the foregoing approach will allow for enforcement to more closely reflect actual practice, and provide a tool for ensuring dogs on are leash when most critical.

This Ordinance is scheduled to be reviewed by POSTR Board between first and second readings.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve Ordinance No. 7, Series of 2023, Amending the Town of Snowmass Village Municipal Code by Amending Section 7-124 In Article V of Chapter 7 Related to the Town's Leash Laws for Dogs. Doing so will amend the Code to reflect this new provision.
2. Deny Ordinance No. 7, Series of 2023, Amending the Town of Snowmass Village Municipal Code by Amending Section 7-124 In Article V of Chapter 7 Related to the Town's Leash Laws for Dogs. Doing so will maintain the existing Code, requiring dogs to be on-leash when in public.

STAFF RECOMMENDATION:

Town Staff recommends approval of the Ordinance.

Town Staff recommends that Town Council make a motion to approve Ordinance No. 7, Series of 2023 on First Reading and set Second Reading for August 21, 2023.

ATTACHMENTS:

Ordinance No. 7, Series of 2023

1 TOWN OF SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 ORDINANCE NO. 7
5 SERIES OF 2023
6

7 AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL
8 CODE BY AMENDING SECTION 7-124 IN ARTICLE V OF CHAPTER 7
9 RELATED TO THE TOWN'S LEASH LAWS FOR DOGS
10

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

15 WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the
16 power to amend the TOSV Municipal Code; and
17

18 WHEREAS, The TOSV's Municipal Code prohibits dogs from being off leash in all
19 areas within the TOSV; and
20

21 WHEREAS, Town Council has determined that it is appropriate to permit dogs to
22 be off leash within the TOSV so long as the dog is within control of the dog owner by other
23 means; and
24

25 WHEREAS, Town Council has determined that it is appropriate to designate areas
26 within the TOSV where all dogs must be leashed; and
27

28 WHEREAS, Town Council wishes to amend the TOSV Code to permit dogs to be
29 off leash in appropriate areas, as designated by Town Council; and
30

31 WHEREAS, Town Council finds that the adoption of this Ordinance is in the best
32 interest of the TOSV.
33

34
35 NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of
36 Snowmass Village, as follows:
37

- 38 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town
39 Council.
40
41 2. Text Amendments. TOSV Municipal Code **Sec. 7-124** is hereby repealed in its
42 entirety and replaced with the following.
43

44 **Sec. 7-124. Dogs; running at large.**
45

(a) It shall be unlawful for any Dog Owner or person with care, custody or control of a Dog to permit a Dog to run at large within the Town.

(b) A Dog shall be considered under restraint and therefore not "at large" when:

- a. The Dog is restrained by a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog);
- b. The Dog is confined within a vehicle, or other enclosure capable of restricting entry by other Dogs;
- c. The Dog is confined by structural fencing (of sufficient height to effectively restrain the Dog) or invisible fencing system; or
- d. The Dog Owner or person with care, custody, or control of the Dog has the ability to immediately and consistently control the Dog through the use of voice commands, visual commands such as hand gestures, or electronic commands, irrespective of circumstances, distractions or provocations.

(c) A Dog shall automatically be considered "at large" when:

- a. The Dog is harassing any other person or animal;
- b. The Dog Owner or person with custody, care or control of the Dog fails to immediately and effectively control the Dog through the use of voice commands, visual commands such as hand gestures, or electronic commands, irrespective of circumstances, distractions or provocations;
- c. The Dog Owner or person with care, custody or control of the Dog fails to immediately pick up, remove and dispose of (in sanitary fashion) any and all animal litter attributable to such Dog; or
- d. In a mandatory leash zone established under Section 7-124(d), the Dog is not kept on a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog).

(d) A "mandatory leash zone" is an area in Town in which a Dog must be kept on a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog). A mandatory leash zone shall be established as follows:

- a. The Town Council may adopt an Ordinance sufficiently identifying such mandatory leash zone(s); or

b. The Town Manager or designee is authorized to establish a mandatory leash zone through adoption of a temporary rule sufficiently identifying such mandatory leash zone and which shall be effective upon posting of signs or similar notice on or near the property sufficiently identifying the mandatory leash zone.

(e) It shall not be a violation of this Section for a Dog Owner or person with custody, care or control of a Dog to permit such Dog to run at large on property belonging to, or rented by, such person.

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

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

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

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

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

128
129
130
131

Town Attorney

DRAFT

1 TOWN OF SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 ORDINANCE NO. ____
5 SERIES OF 2023
6

7 AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL
8 CODE BY AMENDING SECTION 7-124 IN ARTICLE V OF CHAPTER 7
9 RELATED TO THE TOWN'S LEASH LAWS FOR DOGS
10

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

15 WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the
16 power to amend the TOSV Municipal Code; and
17

18 WHEREAS, The TOSV's Municipal Code prohibits dogs from being off leash in all
19 areas within the TOSV; and
20

21 WHEREAS, Town Council has determined that it is appropriate to permit dogs to
22 be off leash within the TOSV so long as the dog is within voice and sight control of the
23 dog owner or possessor, or person who keeps the dog; and
24

25 WHEREAS, Town Council has determined that it is appropriate to designate areas
26 within the TOSV where all dogs must be leashed; and
27

28 WHEREAS, Town Council wishes to amend the TOSV Code to permit dogs to be
29 off leash in appropriate areas, as designated by Town Council; and
30

31 WHEREAS, Town Council finds that the adoption of this Ordinance is in the best
32 interest of the TOSV.
33

34
35 NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of
36 Snowmass Village, as follows:
37

- 38 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town
39 Council.
40
41 2. Text Amendments. TOSV Municipal Code **Sec. 7-124** is hereby repealed in its
42 entirety and replaced with the following.
43

44 **Sec. 7-124. Dogs; running at large.**
45

(a) It shall be unlawful for any Dog Owner or person with care, custody or control of a Dog to permit a Dog to run at large within the Town.

(b) A Dog shall be considered under restraint and therefore not "at large" when:

- a. The Dog is restrained by a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog),
- b. The Dog is confined within a vehicle, or other enclosure capable of restricting entry by other Dogs,
- c. The Dog is confined by structural fencing (of sufficient height to effectively restrain the Dog) or invisible fencing system, or
- d. The Dog Owner or person with care, custody, or control of the Dog has the ability to immediately and consistently control the Dog through the use of voice commands, visual commands such as hand gestures, or electronic commands, irrespective of circumstances, distractions or provocations.

(c) A Dog shall automatically be considered "at large" when:

- a. The Dog is harassing any other person or animal,
- b. The Dog is persistently or habitually barking, howling or yelping,
- c. The Dog Owner or person with custody, care or control of the Dog fails to immediately and effectively control the Dog through the use of voice commands, visual commands such as hand gestures, or electronic commands, irrespective of circumstances, distractions or provocations, or
- d. The Dog Owner or person with care, custody or control of the Dog fails to immediately pick up, remove and dispose of (in sanitary fashion) any and all animal litter attributable to such Dog.

d-e. In a mandatory leash zone established under Section 7-124(d), the Dog is not kept on a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog).

(d) A "mandatory leash zone" is an area in Town in which a Dog must be kept on a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog). A mandatory leash zone shall be established as follows:

- a. The Town Council may adopt an Ordinance sufficiently identifying

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such mandatory leash zone(s); or

b. The Town Manager or designee is authorized to establish a mandatory leash zone through adoption of a temporary rule sufficiently identifying such mandatory leash zone and which shall be effective upon posting of signs or similar notice on or near the property sufficiently identifying the mandatory leash zone.

(d)(e) It shall not be a violation of this Section for a Dog Owner or person with custody, care or control of a Dog to permit such Dog to run at large on property belonging to, or rented by, such person. ~~individual~~

(e)(f) ~~Notwithstanding subsection (a) of this Section, the Town may by Ordinance designate areas within the Town where a Dog must be kept on a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog), with posted notice of the same on the property; and the Parks, Recreation & Trails Director and/or Chief of Police is hereby authorized to promulgate additional rules and regulations for such areas and to post notice of the same on the property.~~

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

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

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

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

TOWN OF SNOWMASS VILLAGE

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Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Town Attorney

DRAFT

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

August 7, 2023

AGENDA ITEM:

Discussion and a Request to Approve the TOSV Employee Handbook

PRESENTED BY:

Talita Garcia, Human Resources Director

Clint Kinney, Town Manager

Jeff Conklin, Town Attorney

BACKGROUND:

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

For at least several decades, this document has been seen primarily as a management tool. As such, the document has been adjusted over the years by Town Management to meet current laws, regulations, or to address other changes to policy. As Staff completed the most recent review, it was determined that this document should start being reviewed and approved by the Town Council as changes are made. A Council level approval will ensure appropriate policy level oversight, while still leaving the day-to-day management of the organization to Town Staff, as the Town Charter requires.

As this approval process continues, the Council will see that the majority of changes made are routine and bring the Town into compliance with State and Federal law or otherwise add clarity to existing policies.

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

- Officially adding Juneteenth as an employee holiday
- Adding a more definitive process for disciplinary actions
- Expanding how the employee recreation benefit can be used by employees (allowing two years of benefit to be applied to a single item and expanding the items that can be purchased)
- Providing clarity on when an individual may return to work following a worker's comp claim

- The addition of paid parental leave (while on FMLA leave) for the birth or adoption of a child

In the next several months, we anticipate additional changes will be necessary including a change to how we allow for vacation accruals to occur.

FINANCIAL IMPACT:

As a service organization, obviously employee salaries and benefits are the Town's single largest expense. Every direct expense from this handbook is already accounted for in the adopted 2023 Budget.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

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

COUNCIL OPTIONS:

- 1) Approve the revised handbook
- 2) Modify, then approve the revised handbook

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, BY MOTION,
Approve this updated version of the Employee Handbook as presented

ATTACHMENTS:

1. Employee Handbook.

TOSV EMPLOYEE HANDBOOK



Town of Snowmass Village

Revised 08/07/2023

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CHAPTER 1- INTRODUCTION

TOWN MANAGER'S INTRODUCTION

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

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

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

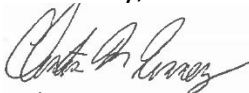
- Work together and help others.
- Ask for help when you need it.
- Always operate with integrity.
- See something, say something. You are encouraged to speak up when you see someone who deserves praise, or you see a situation that needs to be resolved; we want to hear from you. Your supervisor's and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

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

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

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

Sincerely,



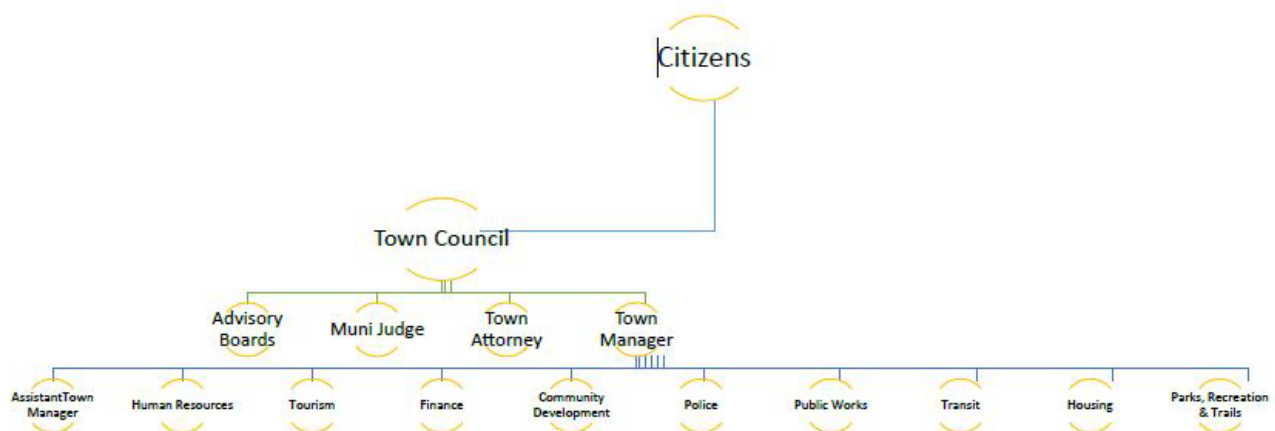
Clint Kinney
Town Manager

TOWN OVERVIEW

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

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

TOWN ORG CHART



CHAPTER 2 – EMPLOYMENT

POLICY NO. 2.1- DISCLAIMER AND AT-WILL EMPLOYMENT

IMPORTANT DISCLAIMER – READ CAREFULLY

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

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

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

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

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

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

POLICY NO. 2.2 - EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity and Unlawful Harassment

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

A. Disability and Religious Accommodation

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

B. Pregnancy Accommodation

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

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

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

C. EEO Harassment

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

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age (40 and over), race, sex, sexual orientation, color, religion, national origin, disability, military status, genetic information, or any other

status protected by applicable state or local law will not be tolerated. Prohibited behavior may include but is not limited to the following:

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

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

D. Sexual Harassment

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

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

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

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

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

E. Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

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

The Town prohibits retaliation against an employee for filing a complaint under this policy or for participating in a complaint investigation. If an employee perceives retaliation for making a complaint

or participating in an investigation, the employee should follow the complaint procedure outlined above and the situation will be investigated.

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

POLICY NO. 2.3 – EQUAL PAY ACT POLICY

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

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

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

POLICY NO. 2.4 - EMPLOYMENT CLASSIFICATION DEFINITIONS

Full-time Year-round Employee

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

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

Full-time Seasonal Employee

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

two seasons in a year may work up to a maximum of 1,760 hours per year.

Part-Time Employee

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

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

Seasons are defined by the employee's Department Head.

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

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

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

POLICY NO. 2.5 - RECLASSIFICATION CONVERSION POLICY

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

Conversely, an employee becomes ineligible for benefits associated with the previous classification, if said benefits are not related to the new employment classification, on the termination date of their former position and/ or classification.

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

POLICY NO. 2.6 -WORK SCHEDULES AND ALTERNATIVE WORK ARRANGEMENTS

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

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

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

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

POLICY NO. 2.7- WORKPLACE ACCOMMODATION FOR NURSING MOTHERS

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

CHAPTER 3 – LEAVE

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

POLICY NO. 3.1 – SICK LEAVE

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

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

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

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

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

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

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

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

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

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

Notification

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

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

Health Day

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

Sick Leave Donation Bank

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

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

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

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

POLICY NO. 3.2 - VACATION

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

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

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

Accrued vacation time may not exceed the following limits at the end of each calendar year:

- 0- 23.99 months of continuous employment - a maximum of 120 hours
- 24 months or more of continuous employment - a maximum of 160 hours

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

POLICY NO. 3.3 - HOLIDAYS

Town offices shall be closed on the following designated holidays:

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

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

Holidays Not Worked

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

Holiday Worked

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

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

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

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

POLICY NO. 3.4 - PERSONAL HOURS

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

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

POLICY NO. 3.5 - COMMUNITY SERVICE LEAVE

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

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

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

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

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

POLICY NO. 3.6 - FAMILY AND MEDICAL LEAVE POLICY

Family and Medical Leave (FMLA Leave) Eligibility

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

Such leave may be taken for the following reasons:

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

Military Family Leave Entitlements

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

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

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

Benefits and Protections

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

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

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that

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

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

Use of Leave

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

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

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

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

Substitution of Paid Leave for Unpaid Leave

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

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

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

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

Employee Responsibilities

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

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

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

The Town's Responsibilities

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

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

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

Returning to Work

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

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

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

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

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

Unlawful Acts

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

Enforcement

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

Concurrent FMLA and Workers Compensation Leave

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

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

POLICY NO. 3.7 - SPECIAL LEAVES OF ABSENCE

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

A. Medical Leave of Absence with Pay

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

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

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

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

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

B. Time Off without Pay

A leave of absence without pay for more than ten days may be granted only by Town Manager for Full-Time Year-round and Full-time Seasonal. In the event of an approved leave, vacation and sick leave shall not accrue, retirement benefit contributions shall cease (if applicable), and health, dental, long term disability, life and vision insurance benefits continuation shall be subject to the terms of the Towns group contract and payment for those premiums will be at the expense of the employees.

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

C. Bereavement Leave

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

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

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

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

D. Jury Duty and Elections

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

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

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

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

E. Domestic Abuse Leave

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

POLICY NO 3.8 - PAID PARENTAL LEAVE

Purpose

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

adoptions or placements of foster children occurring on or after August 8, 2023.

Eligibility

Eligible employees must meet the following criteria:

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

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

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

Amount, Time Frame and Duration of Paid Parental Leave

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

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

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 12-month time frame.

Employees can take paid parental leave in one continuous period of leave or intermittently and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

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

Coordination with Other Policies

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

period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

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

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

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

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

Requests for Paid Parental Leave

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

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

Claw back Provision

The employee agrees to the following claw back provision:

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

CHAPTER 4 - COMPENSATION

POLICY NO. 4.1 - COMPENSATION ADMINISTRATION

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

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

A. Base Rate of Pay

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

B. Performance Management

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

C. Review Dates

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

D. Merit Pay Increase

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

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

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

E. Classification and Pay Scale Plan

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

F. Marketplace Wage Adjustments

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

G. New Position Classifications and Reclassifications

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

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

H. Promotions

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

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

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

I. Demotions

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

J. Transferring Between Positions

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

K. Season-End Bonus

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

L. One-Time Payments

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

POLICY NO. 4.2 - PAY DAYS & TIMEKEEPING

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

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

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

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

POLICY NO. 4.3 - OVERTIME AND COMPENSATORY TIME

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

Exempt Employees

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

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

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

Compensatory time accumulated may be used for time off at the discretion and pre-approval of the Department Head or Town Manager, based on the workload of the department. The Department Head or Town Manager may authorize use of up to 160 hours of compensatory time per calendar year. Employees may carryover a maximum of 80 hours of compensatory time into the next calendar year at the discretion and pre-approval of one’s supervisor.

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

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

Non-exempt Employees

Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests and who are not exempt from minimum wage and/or overtime pay requirements. Nonexempt employees shall be paid time and one-half of their regular rate of pay for any work in excess of (1) 40 hours per workweek, (2) 12 hours per workday, or (3) 12 consecutive hours without

regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages, except for Sworn Police Officers. In accordance with the requirements of Section 207 (k) of the Fair Labor Standards Act, for sworn police officers, the work period is based on a 14-day schedule and overtime shall be paid to any sworn police officer who works more than 80 hours during a 14-day work period.

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

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

Overtime hours shall be paid as:

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

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

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

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

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

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

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

POLICY NO. 4.4 – TRAVEL & TRAINING

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

CHAPTER 5 -BENEFITS

POLICY NO. 5.1 - SUMMARY

BENEFIT SUMMARIES

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

HEALTH INSURANCE

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

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

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

SOCIAL SECURITY REPLACEMENT AND RETIREMENT PLAN

The Town provides a retirement plan for all Full-time Year-round employees. These plans begin with the first, full paycheck covering a period of two weeks of work.

The Town offers a 457 deferred compensation plan and a 401(a) money purchase plan. In lieu of social security, the Town contributes the equivalent of 10% of the employee's salary to the 401(a) plan, each pay period. In lieu of social security, employees are required to contribute a minimum of 5% to the 457 plan, each pay period.

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

POLICE PENSION

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

EMPLOYEE LOAN

Upon approval of the Finance Director and the Town Manager, an employee may receive up to two [employee loans](#) per year for assistance in meeting emergency financial situations. The amount may be no greater than the maximum of one-half of the employee's monthly gross salary. This loan shall be in the form of a non-interest bearing loan and must be paid back to the Town within a maximum

of six months. If an employee has an existing loan out, they may accelerate the payment schedule, but cannot receive another loan prior to the original loan being satisfied in full. The employee shall be required to sign a promissory note pledging assets or wages as collateral. Upon termination, the loan must be paid off in full and the balance owing deducted from the final paycheck.

PAY ADVANCE

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

CELLPHONE

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

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

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

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

CREDIT UNION

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

EMPLOYEE ASSISTANCE PROGRAM

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

BUS PASSES

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

INTERAGENCY TRANSFERS

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

POLICY NO. 5.2 - Worker's Compensation

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

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

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

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

POLICY NO. 5.3 - RECREATION AND WELLNESS BENEFIT

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

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

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

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

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

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

Any ski pass received from the Aspen Skiing Company for any Town employee as part of an interagency agreement will serve as the only recreation benefit for the applicable calendar year and the eligibility requirement of 192 hours may not apply. In the case where the employee elects not to take the pass, the employee would then be eligible for the recreation and wellness benefit according to the terms stated above.

The following items are examples of appropriate expenses:

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

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

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

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

CHAPTER 6 - EMPLOYEE CONDUCT & PROBLEM SOLVING

POLICY NO. 6.1 – ETHICS

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

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

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

Ethics and Conflict of Interest Policy

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

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

Conflicts of interests must be avoided.

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

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

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

What are conflicts of interest?

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

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

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

What do conflicts of interest have to do with ethics?

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

What ethical dilemmas do conflicts of interest present?

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

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

Business with Family

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

There may be times where we work with members of our family. If this occurs, we must ensure any

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

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

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

POLICY NO. 6.2 - GENERAL STANDARDS OF CONDUCT

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

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

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

- Be productive and effective.
- Be responsible stewards with tax-payer dollars.

POLICY NO. 6.3 - DRUG AND ALCOHOL POLICY

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

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

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

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

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

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

Excluded from prohibition are prescribed drugs and over-the-counter drugs when used in the manner, combination and quantity intended, unless job performance is affected. An employee who

must use an over the counter or prescription drug that causes side effects which may adversely affect the employee's ability to perform work in a safe and productive manner must notify his or her supervisor of such use and side effects, prior to starting work. The supervisor, after proper inquiry, will decide if the employee can remain at work and what work restrictions, if any, are deemed necessary.

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

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

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

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

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

POLICY NO. 6.4 - SMOKING

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

POLICY NO. 6.5 - NEPOTISM

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

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

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

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

POLICY NO. 6.6 - OPEN RECORDS/ CORA

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

Typically, open record acts provide citizens with a statutory right of inspection of government information to ensure the right to free speech, as well as the accountability of the government to its people. In relation to employer issues, the open records act attempts to balance the rights of persons to know and the privacy rights of an individual.

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

POLICY NO. 6.7 - CONFIDENTIAL INFORMATION

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

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

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

POLICY NO. 6.8 - PROPRIETARY PROPERTY

All photographs, video, sound and video recordings (including of one's voice), written content, or other works produced by an employee for the Town of Snowmass Village while working for or performing duties for the Town are property of the Town. Furthermore, employees are not permitted to take any documents or files (hard copies or digital files) upon termination of employment without the express permission of the Department Head or the Town Manager.

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

POLICY NO. 6.9 - GIFTS AND FAVORS

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

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

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

POLICY NO. 6.10 - INTERNET, COMPUTER & EQUIPMENT USE

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

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

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

Scope

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

Policy

Acceptable Use of Assets

Assets include, but are not limited to, physical equipment, such as desktop computers, servers, printers, laptops, telephones, mobile devices, and removable media (such as USB flash drives), as well

as systems and services, such as the organizational network, software, applications, internet, voicemail, and more. Organizational data is also considered to be an asset. All devices and systems are property of the Town and all use must be in accordance with policies, standards, and guidelines.

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

It does not have a negative impact on overall employee productivity.

It does not cause additional expense to the Town.

It does not compromise the Town in any way.

It does not disrupt the network performance in any way.

It does not contradict any other Town policies.

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

When you use social media, use good judgment. We request that you be respectful of the Town, Town staff, our community, our partners and affiliates, and others.

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

The Town assets and systems may not be used for illegal or unlawful purposes, including copyright infringement, obscenity, personal gain, libel, slander, fraud, defamation, plagiarism, intimidation, forgery, impersonation, illegal gambling, soliciting for pyramid schemes, and computer tampering (e.g., spreading computer viruses).

Per the Town Purchasing Policy, users should not access and/or purchase technology, devices, applications, or services that are not formally authorized and approved by IT. (This circumvention of the IT Department is known as Shadow IT.)

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

Users will always protect Town-managed IT assets, keeping them physically and logically secured and under the control of the user, including but not limited to:

Ensuring the workstation is locked (screen/keyboard) whenever walking away from it.

Keeping computers secure and reporting lost or stolen equipment to IT immediately.

Electronic Communication and Internet Use

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

The use is a privilege, not a right, and therefore must be used with respect, common sense, and in accordance with the following requirements:

1. The email systems and other messaging services used at the Town are owned by the Town and are therefore its property. This gives the Town the right to monitor all email traffic passing through its email system. This monitoring may include, but is not limited to, inadvertent reading by IT staff during the normal course of managing the email system, review by the HR and legal team during the email discovery phase of litigation, and observation by management in cases of suspected abuse or employee inefficiency. Employees should be aware that emails may be considered public record and potentially subject to public disclosure.
2. The Town often delivers official communications via email. As a result, employees of the Town are expected to check their email in a timely manner so they are aware of important Town announcements and updates, as well as for fulfilling duties and role-oriented tasks. TOSV email messages should remain on TOSV email accounts. Users are prohibited from forwarding work messages to their personal, off-network accounts.
3. The Town communication platforms and internet are not to be used for purposes that could be reasonably expected to strain storage or bandwidth. Individual use of resources shall not interfere with others' use of Town email and services.
4. Users are prohibited from using accounts that do not belong to them and are prohibited from using platforms to impersonate others.
5. Users are not to give the impression that they are representing or providing opinions on behalf of the Town, in any form of media, unless otherwise authorized.
6. Users shall not open message attachments or click on hyperlinks sent from unknown or unsigned sources through any platform (email, instant message, social media, etc.). Attachments/links are the primary source of malware and social engineering and should be treated with utmost caution.
7. Any allegations of misuse should be promptly reported. If you receive an offensive or suspicious email, do not forward, delete, or reply to the message. Instead, report it directly to IT or by using built in tools in Outlook.
8. Email users are responsible for mailbox management, including organization and cleaning.
9. Archival and backup copies of email messages may exist, despite end-user deletion, in compliance with the town's Records Retention Policy.
10. Email access will be terminated when the employee or third party terminates their association with the Town, unless other arrangements are made. The town is under no obligation to store or forward the contents of an individual's email inbox/outbox after the term of their employment has ceased.
11. The Town assumes no liability for direct and/or indirect damages arising from the use of the town's email system and services. Users are solely responsible for the content they disseminate. The Town is not responsible for any third-party claim, demand, or damage arising out of employee's use of the town's email systems or services.

12. Email users are expected to remember that email sent from the Town's email accounts reflect on the Town. All communications are subject to open records requests and can be made public. Please comply with normal standards of professional and personal courtesy and conduct.
13. The Town may monitor any/all internet activity originating from Town-owned equipment or accounts or taking place over TOSV networks.
14. Users are permitted to remotely access the corporate network while offsite. Users must use the approved VPN service(s). Users may be required to authenticate using multifactor authentication (MFA). Only authorized users are permitted to access the network through VPN.

Data Security

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

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

Secure Workstations

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

1. Employees are required to ensure that all sensitive information in hardcopy or electronic form is secure in their work area at the end of the day and when they expect to be gone for an extended period.
 - a) Computer workstations must be locked (screen/keyboard) and password secured whenever a workspace is unoccupied.

2. Any sensitive information (e.g., customer data) must be removed from the desk and locked in a drawer when the desk is unoccupied and at the end of the workday.
3. Passwords should not be written down. If a user finds it necessary to do so, written passwords must be stored away and secure. Never leave written passwords in plain sight.
4. File cabinets containing sensitive information must be kept closed and locked when not in use or when not attended.
5. Keys/badges used for access to sensitive information must not be left at an unattended desk.
6. Printouts containing sensitive information should be immediately removed from the printer.
7. Upon disposal, sensitive documents should be shredded.
8. Employees are not permitted to install any software on any town owned devices without specific consent and approval from the IT department.

Password Standards

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

1. Users may not share account or password information with another person. Accounts are to be used only by the assigned user of the account and only for authorized purposes. Attempting to obtain another user's account password is strictly prohibited.
2. A user must contact the Help Desk to obtain a password reset if they have reason to believe any unauthorized person has learned their password. Users must take all necessary precautions to prevent unauthorized access to the Town's services and data.
3. Users must not use corporate passwords for other services. In the event that other services are compromised, it could leave corporate accounts compromised as well.
4. Password complexity will be enforced by IT through system-enforced policies to ensure strong passwords and proper password hygiene:
 - a) Passwords will expire every 360 days and users will be required to change them. Users are encouraged to reset their passwords prior to the expiry date to minimize any interruption to network access.
 - b) The previous 5 passwords cannot be reused.
 - c) Password complexity requirements enforce the use of a minimum of 3 categories (Uppercase, lowercase, numbers, and special characters.)
 - d) Upon 6 failed login attempts, accounts will be locked for 30 minutes. Accounts can be unlocked by contacting the Help Desk.

Incident Response and Reporting

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

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

Security Awareness and Training

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

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

Security Unacceptable Uses

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

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

POLICY NO. 6.11 - USE OF TOWN PROPERTY AND EQUIPMENT

It is the responsibility of every employee to check with their supervisor before using or permitting the use of Town-owned assets. It is not only unethical, but unlawful for an employee to use, or permit the unauthorized use of Town- owned vehicles, equipment, materials or property for profit. The Town

recognizes that a de minimis use of certain Town assets for personal convenience will occur and is acceptable when the use is occasional and doesn't have an adverse impact on the organization.

POLICY NO. 6.12 - TOWN VEHICLE USAGE

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

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

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

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

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

POLICY NO. 6.13 - PET POLICY

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

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

POLICY NO. 6.14 - WEAPONS AND CONCEALED CARRY

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

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

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

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

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

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

POLICY NO. 6.15 - ANTI-VIOLENCE

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

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

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

POLICY NO. 6.16- IN HOUSE PROBLEM RESOLUTION POLICY

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

Open Door Policy

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

Written Complaint Procedure

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

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

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

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

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

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

IN HOUSE COMPLAINT RESOLUTION FORM SAMPLE

Name: _____

Date: _____

Position: _____

Department: _____

Employee Signature: _____

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

Date Received by Immediate Supervisor:

Date of informal discussion with Immediate Supervisor:

Results of Discussion (attach additional sheets if necessary)

Date Received by Department Head or HR: _____

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

Written Response to Complaint (attach additional sheets if necessary)

Date Received by Town Manager:

Date Written Response delivered to Employee by Town Manager:

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

POLICY NO. 6.17 – EMPLOYEE PROGRESSIVE DISCIPLINE POLICY

Purpose

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

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

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

Procedure

Step 1: Counseling and verbal warning

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

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

Step 2: Written warning

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

During Step 2, the immediate supervisor and a division manager or director will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained

corrective action will be issued within five business days of a Step 2 meeting. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

Step 3: Suspension and final written warning

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

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

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

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

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

Step 4: Recommendation for termination of employment

The last and most serious step in the progressive discipline process is a recommendation to terminate employment. Generally, the Town of Snowmass Village will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. However, the Town of Snowmass Village reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

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

Appeals Process

Employees will have the opportunity to present information to dispute information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating

circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

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

Performance and Conduct Issues Not Subject to Progressive Discipline

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

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

Documentation

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

ACKNOWLEDGEMENT OF RECEIPT

OFFICE COPY

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

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

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

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

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

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

Employee Signature

Date

Print Name

ACKNOWLEDGEMENT OF RECEIPT

EMPLOYEE COPY

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

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I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

Employee Signature

Date

Print Name

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

August 7, 2023

AGENDA ITEM:

Draw Site Housing – Owners' Review

PRESENTED BY:

Betsy Crum, Housing Director

BACKGROUND:

At the direction of the Council and consistent with the Housing Master Plan, we have been discussing potential development of the Town Hall Draw site for workforce rental housing for many months. The site was selected because it has the greatest potential for unit development, is well-located, and has historically been identified for future housing development. Our early research indicated that the site was tighter and steeper than the Master Plan indicated, but is still capable of being developed into attractive, high quality workforce housing.

Our design team, led by the architecture firm of 2757, looked at many options for this site. Utilizing the feedback from the “pre-sketch” meeting held in July with the Town Council and the Planning Commission, we have changed and modified the two-building option, which is included as Attachment A. With the feedback incorporated and changes made, staff continues to believe this is the better option.

As before, the two buildings will step back from the Town Hall into the Draw. Each building flanks an open space that includes both an underground parking structure and a green space at grade. The two residential structures have one less parking level and have added an additional half floor of living space that is stepped back from the front to create a less prominent façade. The road grade continues to climb slowly so that it is 10% or less and minimizes the need to cut into the contours of the Draw. With the addition of the floor and a half, we estimate the buildings could support 80 rental units between them. This design has somewhat reduced parking but allows for one car per household, which we believe is the minimum required to meet the needs of our year-round population. The current design also allows for guest parking, large storage areas, car share and ebike stations, and space for outdoor playgrounds and passive recreation.

The next step in the process for review and approval of the Draw Site will be through the Town's Planned Unit Development (PUD) process. That process consists of three phases: sketch plan review, preliminary approval, and final approval. Both sketch plan and preliminary approvals are lengthy processes that consist of review, comment, recommendations, consideration of options, and recommendations by both the Planning Commission and the Town Council. Both stages require two sets of public hearings before the regulatory bodies.

FINANCIAL IMPACT:

It is too early in the design process to have an accurate estimate of cost; that will only be possible as we move into the preliminary approval stage of the entitlements process. We have estimated that the total cost for the project (site work, construction, design & engineering, utilities, legal expenses, contingencies) is \$76,582,601, or \$945,464/unit.

Previous submissions have included a simple pro forma analysis and financing plan. The development has been projected to be fully self-supporting upon completion, with operations and debt service paid from rental income.

Total Development Costs:	\$76,582,601
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Development Sources:

Financing paid with loan against lodging/tourism revenues	\$18,876,722
Federal LIHTC Tax Equity/State Financing	\$13,050,000
Permanent (20 year) First Mortgage	\$14,655,879
Local Partner Capital	\$30,000,000

Total Development Sources:	\$76,582,601
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It should be underscored that this plan anticipates fully funding this development without using any TOSV general funds. The plan requires several financing components to work together. First, the projected net operating income (rental revenue minus operating expenses) will support a mortgage of \$14,655,879 at present assumptions. Second, approximately \$2 million in annual revenue from the lodging/tourism tax could be pledged to pay the debt service on a loan of \$18,876,722. The federal Low Income Housing Tax Credit (LIHTC) Program, which generates equity from private investors in exchange for 10-year tax credits, can raise approximately \$13,000,000 in cash. That leaves a gap of approximately \$30,000,000, which we believe can be raised from local partners. We have had governmental entities and local businesses express interest in participating in this way in exchange for the right of first refusal to house their employees.

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 for up to 90 units was the first site recommended in that plan.

COUNCIL OPTIONS:

This is a discussion item.

STAFF RECOMMENDATION:

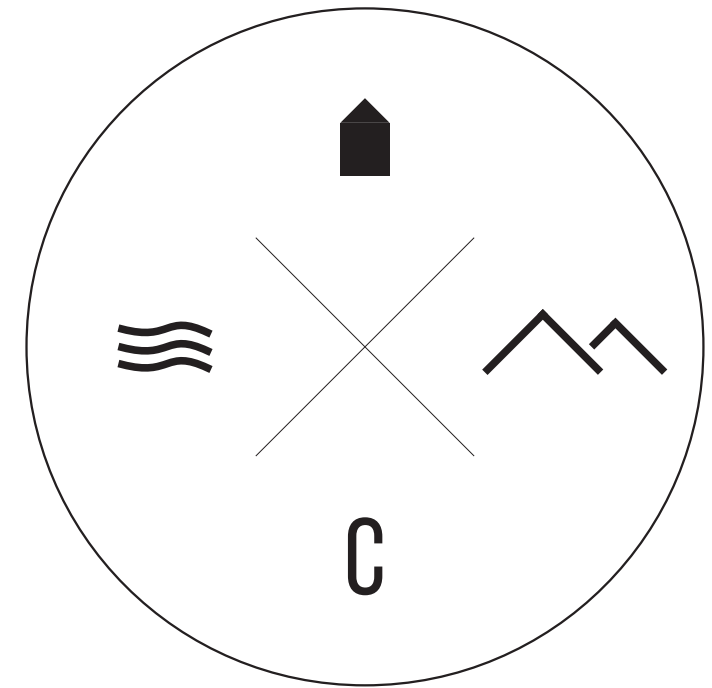
It is the recommendation of Town Staff, that the Council, BY MOTION,

Direct staff to initiate the Sketch Plan process.

There will be many opportunities in the PUD process for feedback and changes, both from the regulatory bodies, from future owners' reviews, and from members of the public. We believe the current site design is responsive to feedback from the Council and the Planning Commission, is consistent on a size and scale standpoint with the Town Hall, and provide the number of housing units needed to make significant headway toward the Council's workforce housing goals.

ATTACHMENTS:

Attachment A: Draw Site Renderings – recommended option

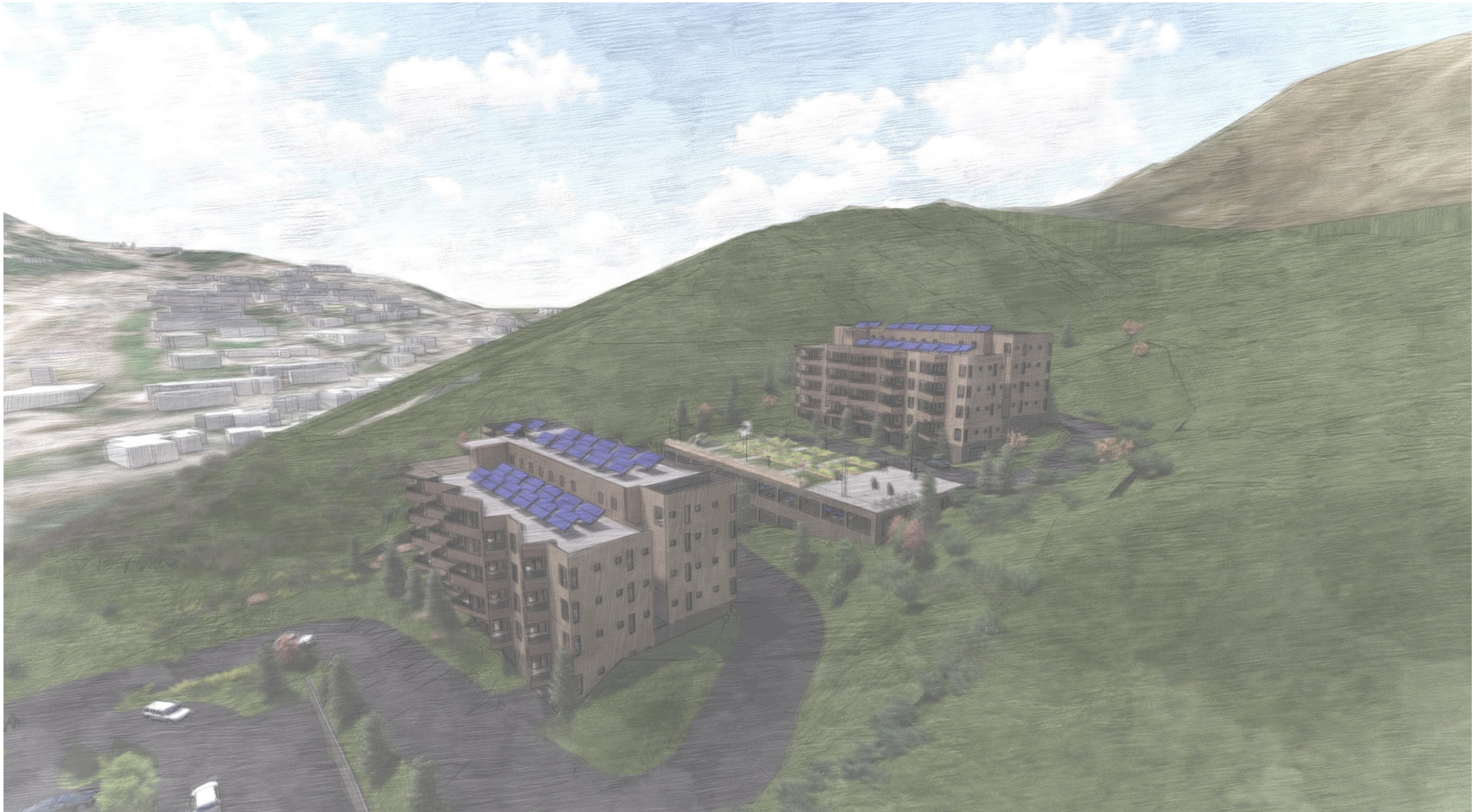


2 7 5 7 d e s i g n c o



CLAUSON RAWLEY ASSOCIATES INC
landscape architecture . planning . resort design





aerial view



pedestrian connection



aerial view



view from below town hall



view from roundabout



option C - 5 stories, 1 level of parking



option B - 6 stories, 2 levels of parking