



Town Council
Monday, July 10, 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 www.tosv.com. A complete live recording of this meeting can be found at www.tosv.com under Town Council Meetings.

This meeting will be archived indefinitely, allowing you to view it anytime.

Agenda

1. CALL TO ORDER

2. ROLL CALL

3. JOINT PLANNING COMMISSION SPECIAL SESSION

3.A. Pre-Sketch Discussion regarding Draw Site Housing Project

[Pages 4-5 Agenda Item Summary Draw Site Housing_Pre-Sketch](#)

[Pages 6-8 Housing Memo Draw Site_Pre-Sketch](#)

[Pages 9-19 Housing Memo Attachments](#)

[Pages 20-23 Draw Site Pre-Sketch Request](#)

4. PROCLAMATIONS AND PRESENTATIONS

5. 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)

6. 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.

6.A. 2023 Agenda Overview

[Pages 24-26 2023 Agenda Overview](#)

6.B. Minutes for Approval

[Pages 27-31 06-20-23 TC Minutes - Draft](#)

6.C. NWCCOG Letter RE Uinta Basin Railway Project

[Page 32 Agenda Item Summary - TOSV Uinta Basin Railway Project Opposition Letter Discussion](#)

[Pages 33-34 TOSV Uinta Basin Railway Project Opposition Letter](#)

7. PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

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

8. POLICY/LEGISLATIVE PUBLIC HEARINGS

8.A. Emergency Ordinance No. 06, Series 2023 - RE Appropriation of Funds for the Second Culvert Project

[Pages 35-37 Agenda Item Summary - Emergency Ordinance for Brush Creek & Kearns Culvert](#)

[Pages 38-41 Ordinance No. 06 Series of 2023-Emergency-Brush Creek-Kearns Road Culvert Project](#)

[Pages 42-43 General Fund Summary for Emergency Ordinance](#)

[Page 44 Summary of RETT Fund for Emergency Ordinance](#)

[Page 45 Exhibit 1 Aerial Image 07.06.2023](#)

[Page 46 Exhibit 2 Brush Crk Rd Culvert RepairShoring](#)

9. ADMINISTRATIVE REPORTS

9.A. CORE Sustainability Project Approval

[Page 47 Agenda Item Summary - TOSV CORE Partnership Update](#)

[Pages 48-51 CORE SOW 2023_Signed](#)

9.B. Resolution approving the settlement with Krabloonik

[Pages 52-53 Agenda Item Summary - Settlement Agreement - Krabloonik](#)

[Pages 54-55 Resolution No. 19, Series 2023 - Settlement Agreement - Krabloonik](#)

[Pages 56-65 20230622 Settlement Agreement.Final - signed](#)

10. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

11. EXECUTIVE SESSION

11.A Executive Session

[Pages 66-67 Agenda Item Summary Exec Session - Performance Review of Town](#)

[Attorney](#)

[Pages 68 Executive Session Agenda language for performance review Town](#)

[Attorney](#)

12. ADJOURNMENT

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

July 10, 2023

AGENDA ITEM:

Town of Snowmass Village – Draw Site Restricted Housing (Pre-Sketch Plan).

PRESENTED BY:

Brian McNellis, AICP/MLA, Senior Planner
Dave Shinneman, Community Development Director

BACKGROUND:

The Town has submitted a Pre-sketch plan for the “Draw Site” restricted housing project. The purpose of the pre-sketch plan is to provide an opportunity for informal discussion among developers, public officials and the public on various issues relating to the use of land in the Town and the relationship of its use to the overall operation and economic stability of the Town. The Draw Site is located within the land above Town Hall to the northwest (part of the Faraway Ranch North subdivision – 18.3 acres). Upon direction and feedback from a public recent open house, the current proposal includes 3 buildings (each 5 stories) containing a total of 78 affordable housing units and 126 parking spaces.

PROCESS:

In accordance with Section 16A-1-55 of the Land Use Code, the pre-sketch plan is an optional step prior to the submission of a PUD sketch plan. The process is a joint planning effort with the applicant, the Town Council, and the Planning Commission. The Town Council and the Planning Commission shall comment on the proposal and such comments shall be in the minutes of the public meeting. Participation and comments by the Council and Planning Commission are informal and nonbinding. The next step would be the submittal of a PUD sketch plan or to submit another modified proposal as a pre-sketch plan per the direction of Council.

FINANCIAL IMPACT:

The Pre-Sketch Plan does not obligate the Town to approve future development(s) on the Draw Site and therefore has no financial impact associated with the planning

process. Financial impacts of the development will be analyzed and reviewed during the formal PUD review process.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

In 2009, the Town identified the Draw Site as a primary location for future affordable housing. Since then, the Workforce Housing Master Plan estimates approximately 185 affordable housing units are needed within the Town to satisfy the workforce housing needs of the community. By way of the current 2018 Comprehensive Plan, Town Council reaffirmed its pledge to “a near-term strategy that will actively identify opportunities, creative approaches, and partnerships to address housing needs, and incentivize the development of an additional 185 units.

COUNCIL OPTIONS:

The Town Council may direct Housing staff to submit the project for PUD Sketch Plan review as currently envisioned, make modifications to the plan and submit for Sketch Plan submittal, or bring back a revised plan for the project for further Pre-Sketch Plan consideration.

STAFF RECOMMENDATION:

Staff recommends the Town Council conduct an informal discussion with the Planning Commission, the applicant, and the public regarding the project and provide comments and direction for any changes to the plan. Further, staff recommends the Council direct the applicant to submit the plan for a PUD Sketch Plan review.

ATTACHMENTS:

Attachment 1 – Pre-Sketch Plan application w/ exhibits

Town of Snowmass Village

DATE: July 3, 2023
TO: Brian McNellis, Senior Planner
FROM: Betsy Crum, Housing Director
SUBJECT: Background & Project Overview for Pre-Sketch Meeting
Draw Site Housing

On June 26, 2023 and in accordance with the Town of Snowmass Village Municipal Code, we submitted an application for a Pre-Sketch Plan for the proposed Draw Site Affordable Housing development. Subsequent to that application, you established a joint meeting of the TOSV Town Council and Planning Commission for Monday, June 10, 2023 at the regular meeting of the Council. This memo is intended to supplement the information provided in the June 26th application.

BACKGROUND:

In early 2019, the Snowmass Village Town Council revisited their policy objectives and community goals, incorporating the framework and strategic initiatives outlined in the 2018 Town Comprehensive Plan. As a result of this process, the Town Council reaffirmed its pledge to “a near-term strategy that will actively identify opportunities, creative approaches, and partnerships to address housing needs, and incentivize the development of an additional 185 units.” In response to this focus, the Housing Department developed a comprehensive “Workforce Housing Master Plan” that was unanimously recommended by the Planning Commission in August, 2021 and unanimously adopted by resolution of the Town Council in October, 2021.

Our overarching goal in developing this Plan was to remain true to the aspiration statement, guiding principles, strategic initiatives, smart development goals and fiscal responsibility called for in the 2018 Comprehensive Plan. From a programmatic standpoint, we focused on addressing the range of unit sizes, types (rental and ownership), incomes, and populations (singles, roommates, families, seniors, and people with disabilities) that look to make Snowmass Village their home. Five sites were identified as most suitable for development: the Town Hall Draw, 250 Carriage Way with Lot 1, the lot behind the Public Works parking lot, the Snowmass Inn site, and above parking lots 11-13. Each site identified is suitable for multifamily housing, and some could easily integrate rental units with condominium or townhouse-style homeownership if desired. Some also have the potential for phased development. The full document can be found on our website [here](#).

PROJECT OVERVIEW:

While the five sites identified can be developed in any order, we identified the Town Hall Draw site for our next development project. The reasons for this were several. First, the site has the greatest potential of the five for unit development. It also has been identified for future housing development for the past 25+ years. The parcels (then called “C” and “D”) that created this site were deeded to the Town in 1988 and 1985, respectively, to be used expressly for employee housing. Its proximity to the Snowmass Center, transit and relatively easy infrastructure tie-ins also added to the Draw Site’s suitability.

Our design team, led by the firm 2757 from Carbondale, looked at many options for this site. They ranged from small, single-loaded corridor buildings to a large single structure, and everything in-between. Sketches and comments from their design charrettes are included in Attachment A.

Based on our direction to be “site first” in design and to leave the topography of the Draw Site generally intact, we eventually landed on the site plan suggested in Attachment A. This initial plan proposes to build three (3) mid-rise buildings stepping back from the Town Hall into the Draw. A winding, switch-back road would allow for access, and tenant parking would be provided under each building to maximize the green space above. This approach is expected to yield 78+/- rental units, consisting of one-, two- and three-bedroom apartments. The mid-rise structures are consistent in size and scale with the Town Hall and allow for residents to park on-site. The switch-back access road grade is at 10% or less avoids the expense and environmental impact of snowmelt and minimizes the need to cut into the contours of the Draw. Parking and road widths meet Town standards, and we have incorporated “pull-offs” for drops offs and delivery vehicles. Each building has a roof-top deck for resident use, and we have included a “sunset park” at the bottom of the site.

We also considered a two-building option that eliminates the center structure and makes the remaining two buildings taller. On Wednesday, May 31st we held an open house in the Town Council chambers to present and receive feedback and get feedback on the two options. Comments received were overwhelmingly positive with respect to the need for more workforce housing. The three-structure design was preferred by a two-to-one margin. Some of the reasons given were a preference for the smaller building scale and the desire to have all parking below the building (as opposed to on the open site). On the Amenities Poll, the greatest interest was in affordability, having a private balcony/deck, in-unit laundry hook-ups, and a dishwasher. Designated parking spaces, bike storage/wash, storage units, energy efficiency/green building and access to public transportation were moderately important. One or two votes were also given to having a play structure, community garden, mud room, extra parking, a microwave, and garbage disposal. Nearly all these amenities will be incorporated into the design.

Following the Pre-sketch, we will continue 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 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 for each regulatory body.

ATTACHMENTS:

Attachment A: Draw Site Information, Charette Sketches and Renderings

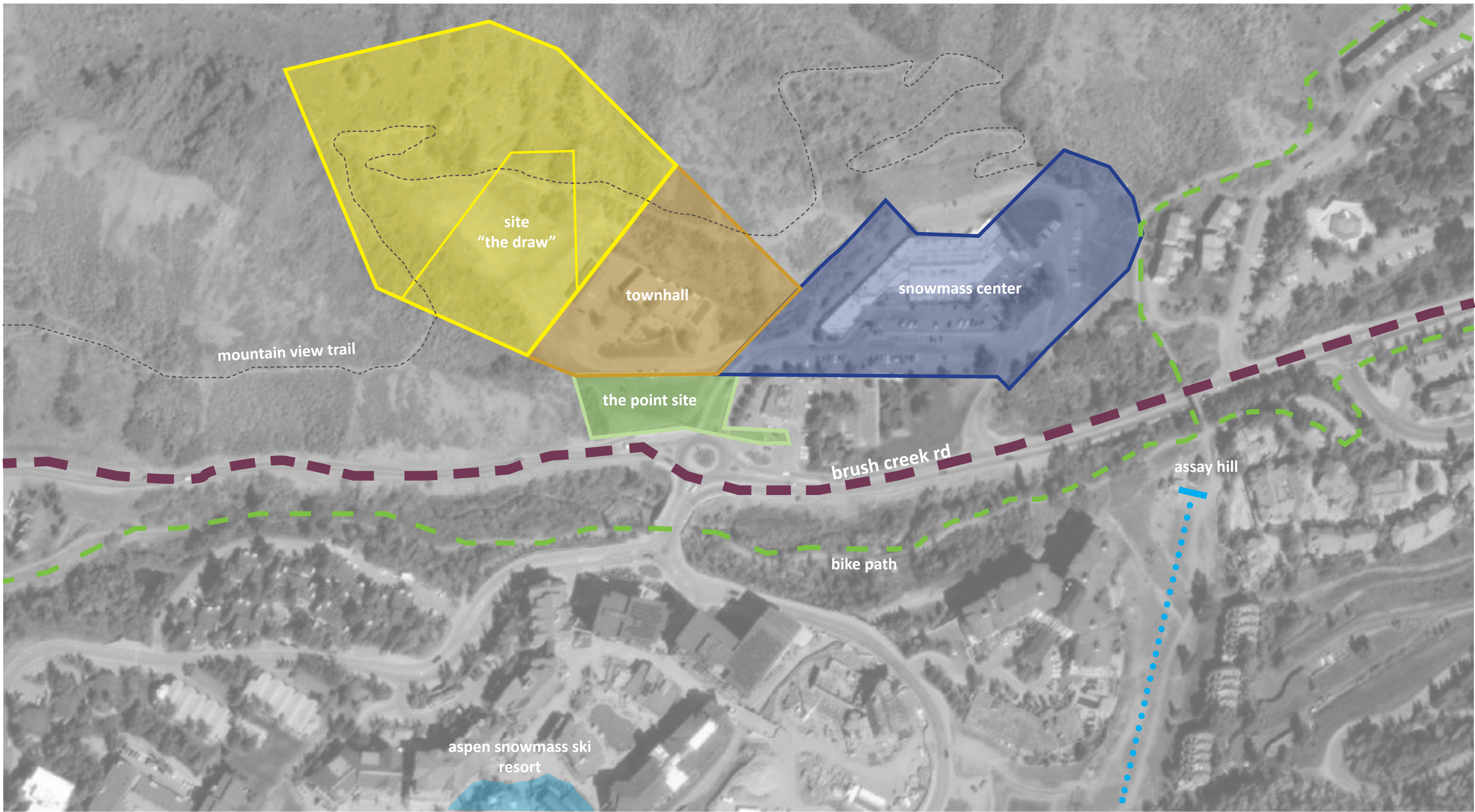
master plan - site selection

The Housing Department currently owns and manages some 300 rental units and oversees another 200 “deed-restricted” units that are owned by qualified employees of Snowmass Village and Pitkin County. Workforce housing is one of our highest local priorities and is fundamental to our ongoing economic and community viability. Our Comprehensive Plan prioritizes workforce and affordable housing in multiple ways, noting that “diversification of the economy will hinge upon the availability, type, and range of housing alternatives for employees in the community...” The Town Council has echoed this focus with its recent goals to “a near-term strategy that will actively identify opportunities, creative approaches, and partnerships to address housing needs, and incentivize the development of an additional 185 units.”

In response to these goals, we developed a Workforce Housing Master Plan that was unanimously adopted by the Snowmass Village Town Council in October 2021. Working with local consultants, we undertook extensive site and schematic analyses to narrow our focus to five (5) sites for potential future housing development. We looked to maximize each site for housing, develop within the existing topographies, create a mix of housing sizes (one-, two- and three-bed-room units), and take advantage of existing transit. We also sought to identify developments that would fit within the character and environment of the surrounding neighborhood(s) and the Town of Snowmass Village as a whole and would be attractive, sustainable, homes that are cost-effective, well-designed, and blend seamlessly into the community.

While the five sites identified could be developed in any order, we identified the Town Hall Draw site for our next development project. The reasons for this were several: the site has the greatest potential unit development; the Draw has historically been identified for future housing development, and; it is well-located, with close proximity to Snowmass Center, transit, and existing infrastructure. The Town Council endorsed this recommendation at its November 21, 2022, meeting.

draw site adjacencies diagram



draw site diagram



draw site aerial



site first

*Site-first design approach resulted in multiple site reports, bullet point summary below, full reports available for review upon request (some reports are in draft form, design team working to finalize reports w/ town dept feedback)

Survey – Parcels 1-4 included in survey total 18.28 +/- acres:
Parcel 1 (Town Hall) - Community Commercial (CC)
Parcel 2 (Draw Site) - Special Planned Area 1 (SPA-1)
Parcel 3 (“Point Site”) - Community Commercial (CC PUD)
Parcel 4 (Draw Site) - Special Planned Area 1 (SPA -1)
Steep slopes will likely be affected in areas, design team working to minimize impacts
Setbacks to be set by adopted PUD plan

Geotechnical:
Silty sandy clay and silty clayey sand soil and little bedrock were encountered w/ the initial borings.
No free water was encountered
Risk of construction induces slope instability appears low for cut depths of 10-12 feet and will be evaluated in more detail per note below
Additional borings and recommendations by the geotech engineer may be requested once the conceptual site plan is approved and desired cut depths are established

Debris Flow:
Modeled flow of existing conditions not significant but will be designed for, retention basin and/or channel to be considered,
Town Hall retention basin will be incorporated into the design if adjusted for Draw Site development.
Additional modeling will be completed once the site plan is developed and mitigation will be designed based on proposed development conditions

Phase I Environmental Site Assessment:
the site has been historically undeveloped except for the Town Hall debris basin
no recognized conditions to be designed or mitigated

Rock fall & mitigation:
Rock fall risk is categorized as low-risk but will being considered w/ debris flow design and mitigation efforts in future design phases

Wildfire:
moderate to high wildfire risk, design team is working w/ wildfire specialist and fire dept to finalize report & emergency response plan

Wildlife:
low hazard established in the report





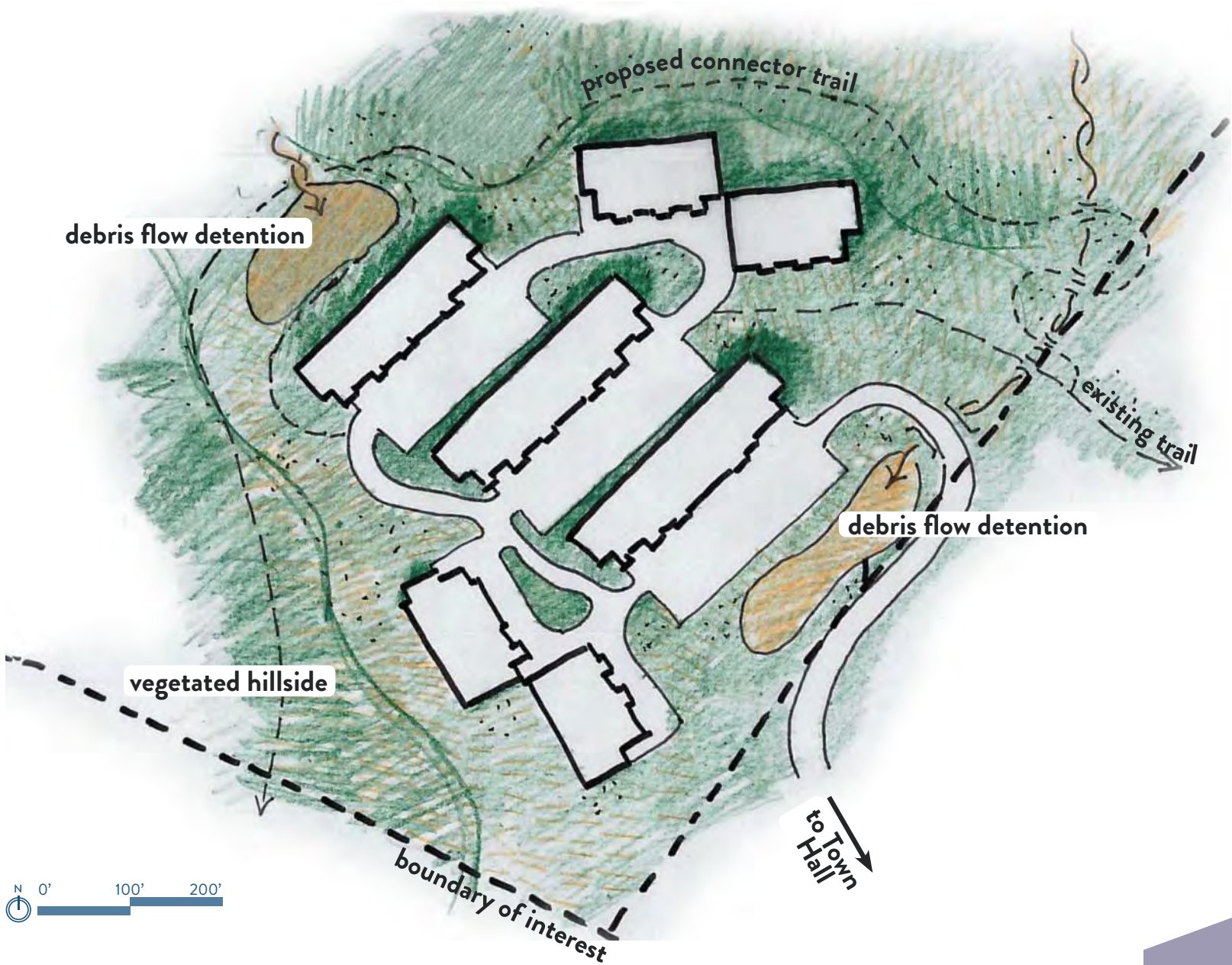


The Town of Snowmass Village Housing Master Plan for the Draw Site was used as the starting point for density, road layout, and building layout.

As with many of the sites in this Master Plan, the concept for the Town Hall Draw site requires a Parking Alternative Plan that allows less than 1 parking space per bedroom. As currently designed, the site has a parking ratio of 1.3 spaces per unit or 0.7 spaces per bedroom (approximately half the code minimum). Given its proximity to transit, the site is suited for a lower parking ratio with the assistance of public transportation and potentially a car-share program. A parking alternative analysis should be paired with the findings in Appendix B regarding proximity to transportation (with suggested improvements) and essential daily needs.

While this concept has been developed with a particular spread of unit types, it would also lend itself to more three-bedroom, family-friendly housing.

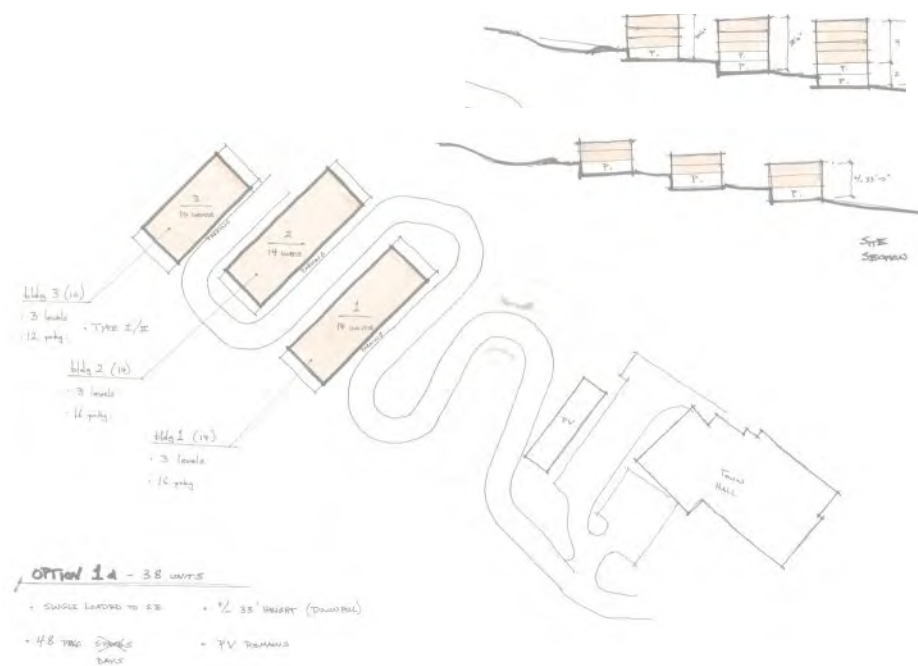
The last consideration would be that any development on land with greater than 30% slope will require a variance and should be avoided if possible.



*page taken from TOSV Master Housing Plan Packet

site studies

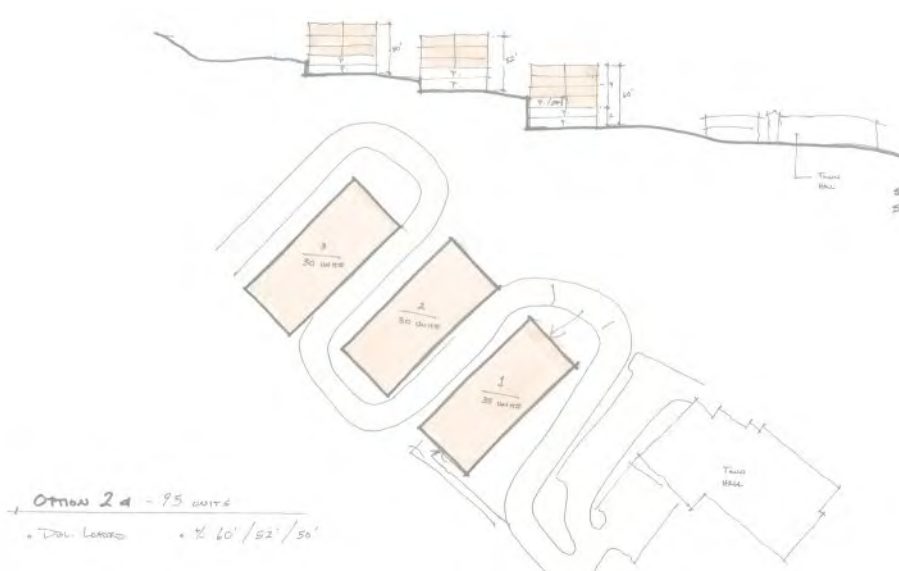
A series of site studies were conducted during the charrette to test road layouts, building layouts, density, scale and overall site fit. It was quickly discovered while working closely w/ JVA that due to the detailed survey work that was performed in the fall of 2022 (and not available to the Workforce Housing Master Plan Design team) that the Master Plan layout for the Draw Site was not feasible due to the steep slopes and road grade.



option 1

- Positives:
- distance to town hall
 - existing PV panels remain
 - debris flow retention maintained
 - single loaded units to the SE

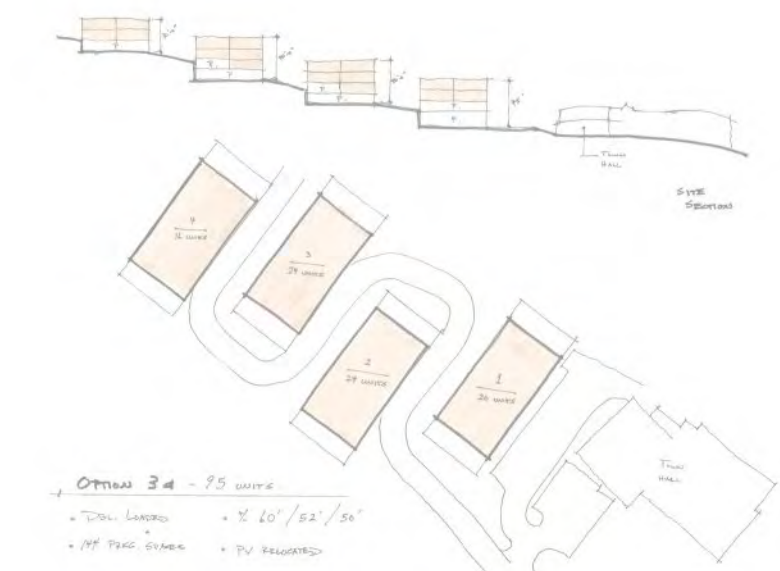
- Challenges:
- 64 units (lower unit count)
 - type I/II construction for bldg. 3
 - larger site disturbance
 - longer road / utilities
 - ~60' tall buildings



option 2

- Positives:
- 90 units
 - middle of site
 - parking below buildings

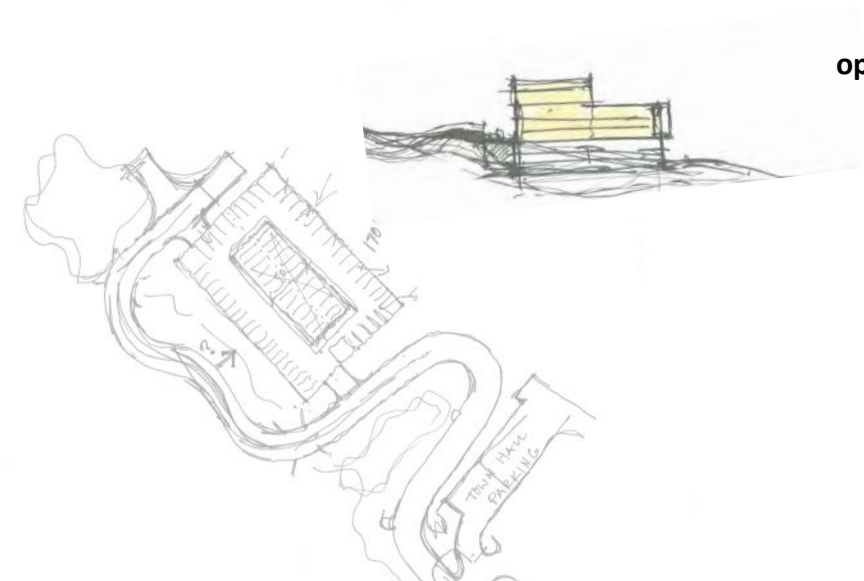
- Challenges:
- Removal of PV panels
 - ~60' tall buildings



option 3

- Positives:
- 84 units
 - double loaded = greater parking
 - shorter buildings, +/- 45'
 - close to townhall

- Challenges:
- Type I/II construction on 4th bldg.
 - 4 bldgs
 - steeper cuts into grade



option 4

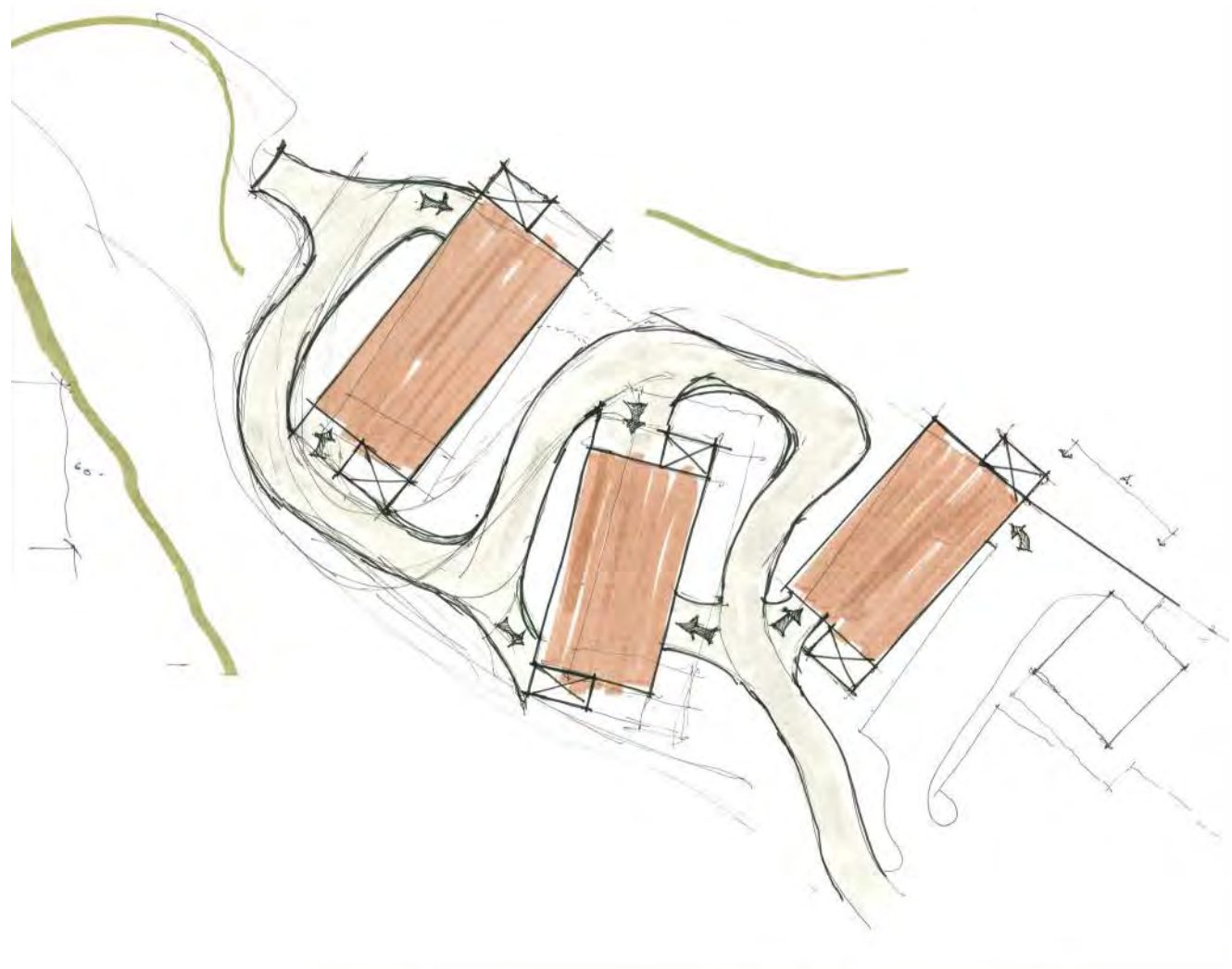
- Postives:
- one single large cut
 - simplified and shorter road
 - consolidated bldg equipment

- Challenges:
- deep site cut
 - large building
 - more levels needed for parking
 - harder for fire fighting

charrette conclusions

The after a number of site plan iterations of buildings, road layouts, and unit density the team decided to proceed/explore a version of option 3 to a greater detail.

- outcomes:
- brings buildings closer to townhall
 - building orientation can alternate and shift
 - greater views for tenants
 - first building is able to be positioned behind Town Hall
 - team chose to remove the 4th building to shorten road and allow fire access



evaluate road layouts

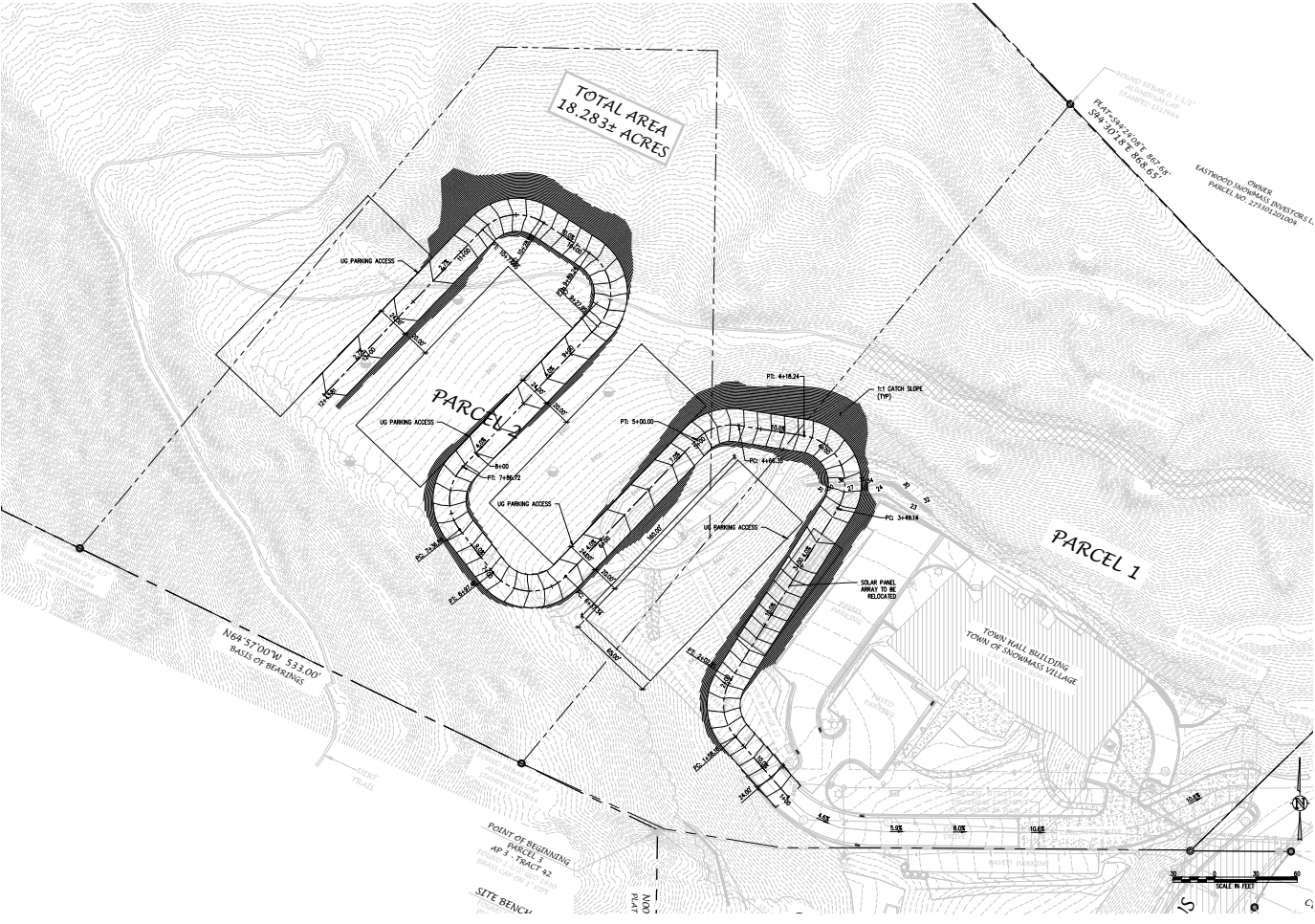
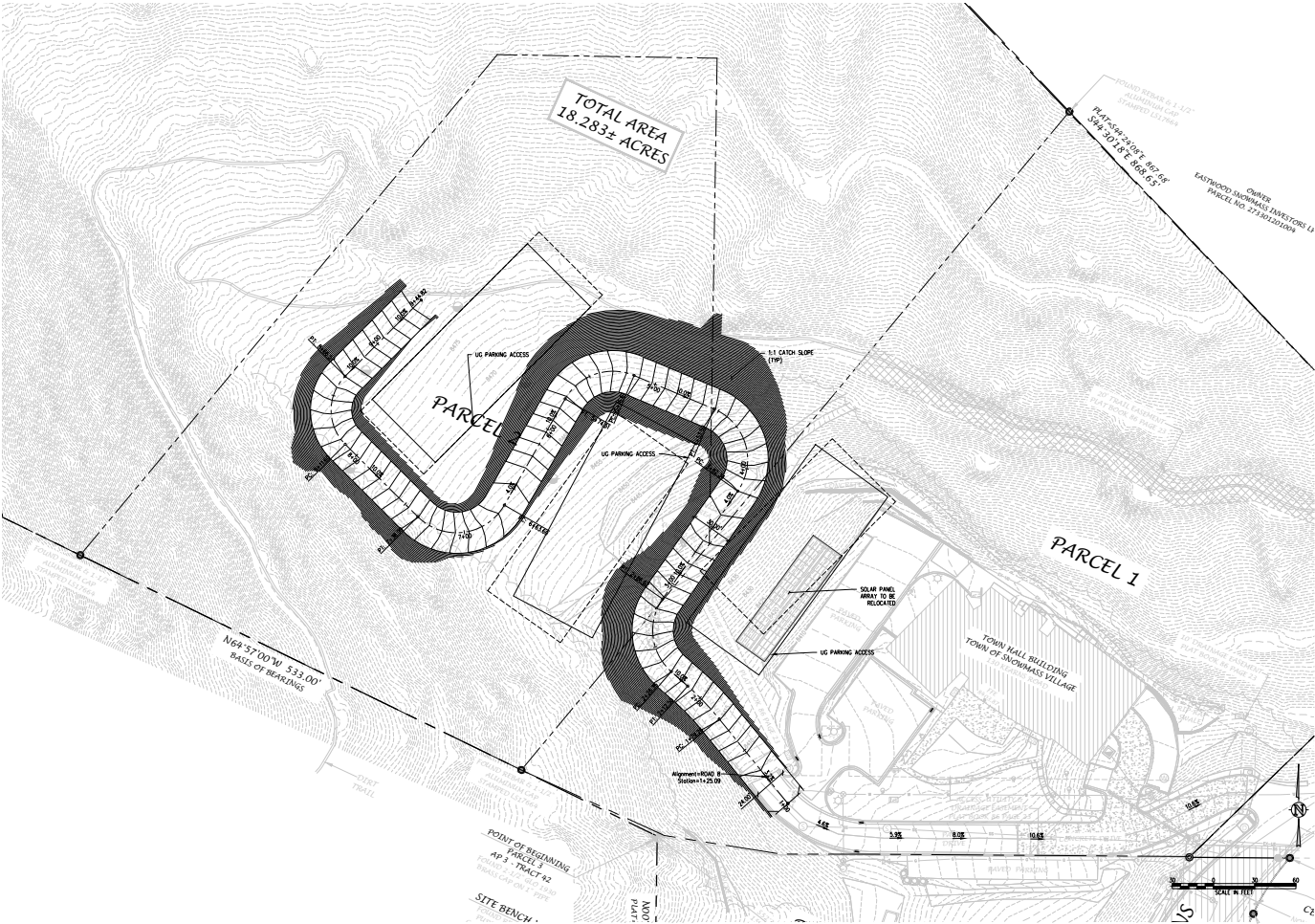
When evaluating option 3 road layout and feasibility, it was determined that the road was steeper than desired with deep hillside cuts. Option 2, that had been evaluated during the charrette (with removal of the 4th building), was determined to give more flexibility for the road grades and site design.

Option 3 (developed post-charrette)

- shorter road length
- overall steeper road design (10% throughout)
- steeper than desired for public works + transportation departments
- greater cuts into hillside
- varied building placement
- meeting desired density of 80-90 units

Option 2 (proven to uphold “site-first” during post charrette development)

- flexibility in road design/slope = longer road
- less steep cuts into hillside
- larger flatter areas to accommodate amenities + utilities
- road stays closer to the existing grade, it doesn’t “fight grade”
- removal of 4th building removes fire access concern
- meeting desired density of 80-90 units



strategy: "site first"

- 78 units, meeting parking counts, storage
- best fit for height and density on site
- utilizes existing town hall road orientation
- fire turnaround serves as a possible bus and utility truck turn around
- pedestrian connectivity
- transportation connectivity
- on site amenities
- PV panels relocated to a visible location

possible constraints:

- ~62' tall buildings
- 10% and under road grades
- removal of existing PV panels
- removal of existing debris flow basin
- parking mostly limited to building footprints
- sun/shade between buildings
 - removal of debris basin
- space between buildings limited to reduce retaining wall heights as road attempts to "keep up with existing grade"

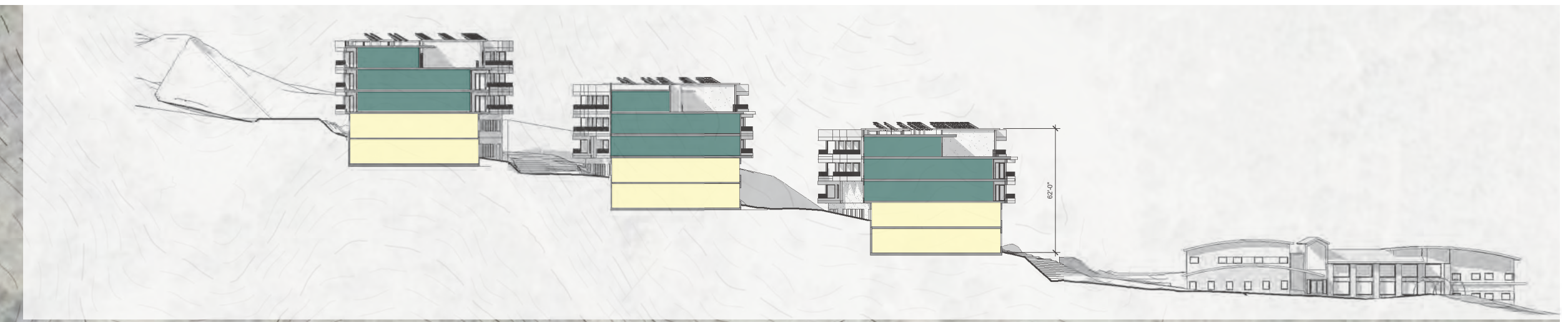
site legend

- 1 vegetated geomodular wall system
 - 2 shotcrete retaining wall mimics local geology
 - 3 debris flow basin
 - 4 pull off or overlook seating
 - 5 "sunrise/sunset" park with "flexible use lawn, seating, natural play features"
 - 6 potential relocation of solar panels
 - 7 reconfigured entry drive
 - 8 direct pedestrian pathway w/ stairs
- parking garage entry/exit

site plan



site section

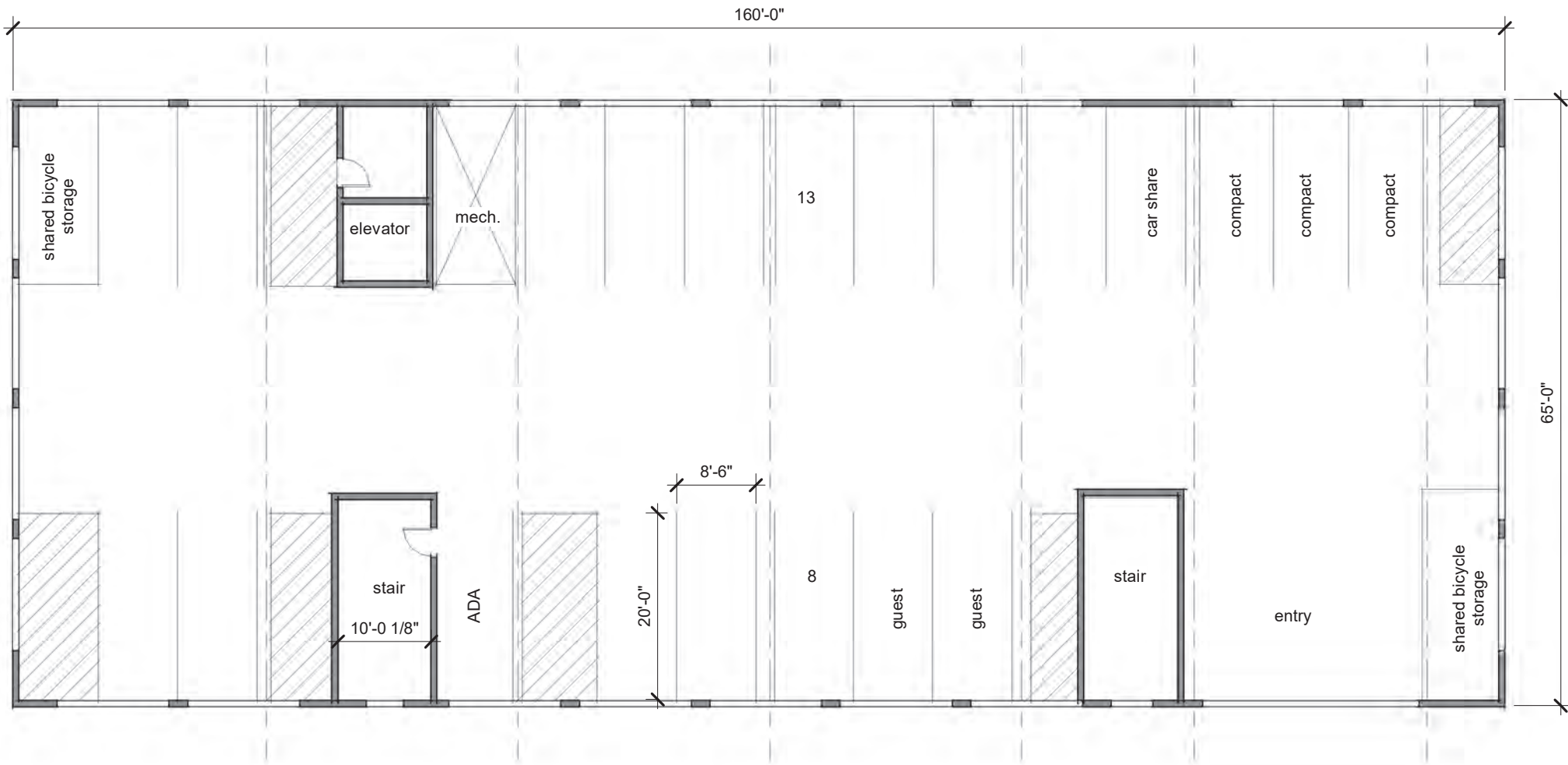


TOSV Draw Site - Building Layout

strategy: "site first"

- stack + maximize parking under buildings to minimize site disturbance
- double loaded corridors to balance density and building widths to work with topography
- provide community space both on natural areas of the site (shared w/ community) + on the rooftops (for resident use)
- provide storage space + functional unit layouts to support mountain lifestyles
- PV panels + mechanical equipment to be located on roofs to minimize building footprints and maximize energy efficiency

building plans



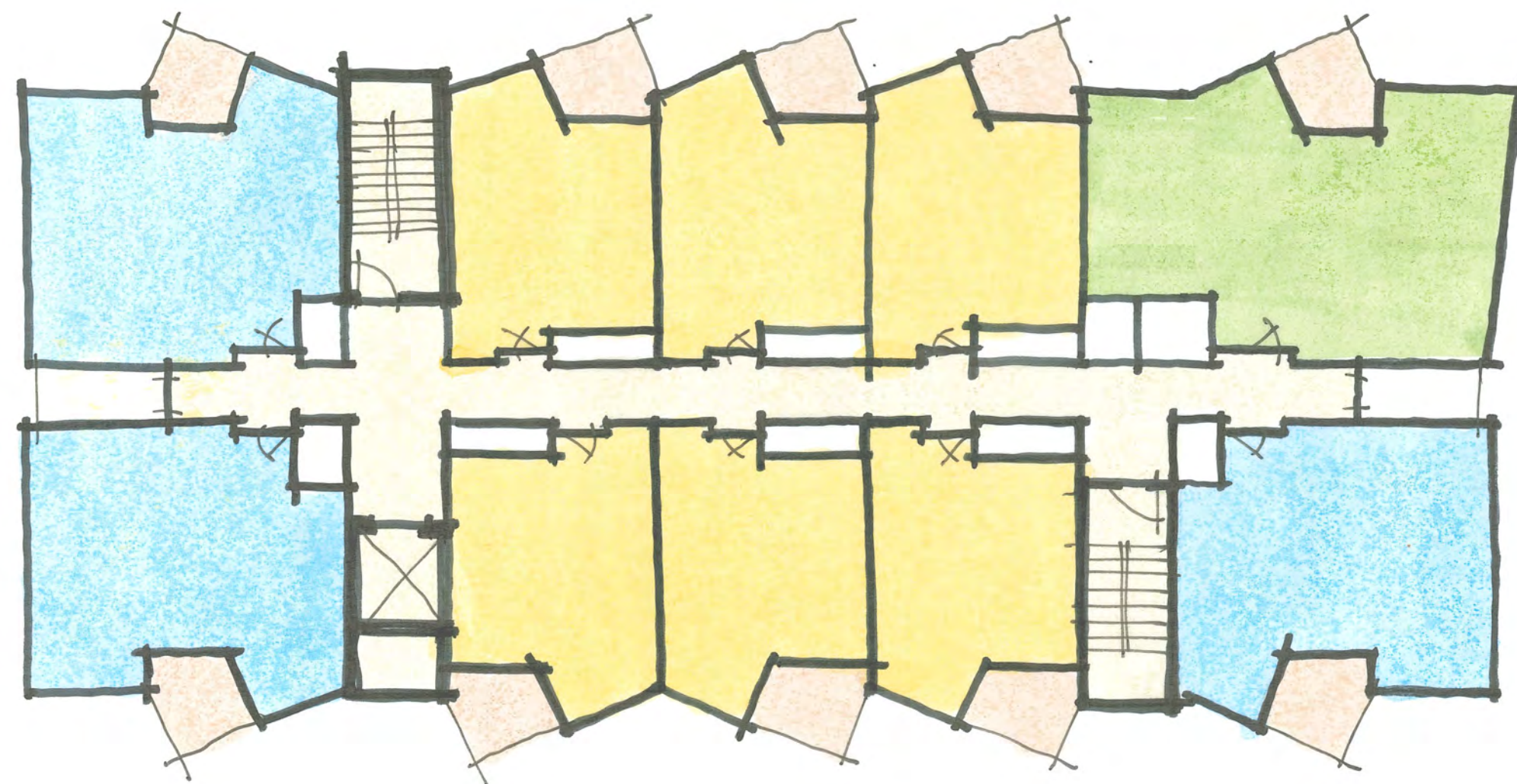
level 1+2
(42) parking spaces per bldg

- other parking amenities:
- shared car program
 - shared bicycle program
 - ADA parking spaces
 - guest parking spaces



level 3
(3) 1 bedroom units
(3) 2 bedroom units
(1) 3 bedroom units

unit storage space



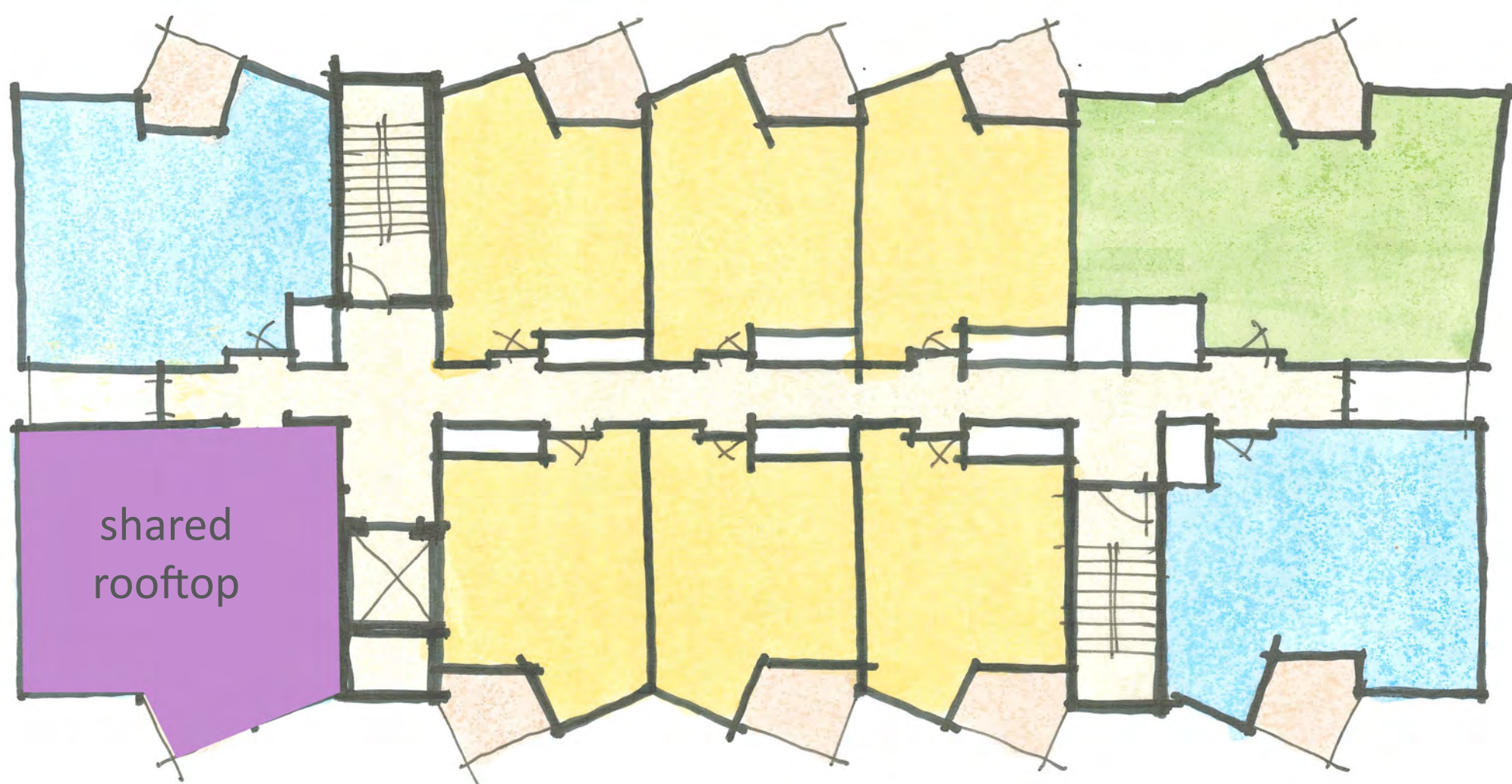
level 4
(6) 1 bedroom units
(3) 2 bedroom units
(1) 3 bedroom units

buildings 1 + 2 + 3

building unit mix and parking counts (*parking counts based on proposed code amendments):

(1) bedroom units = 15 units per building	= 45 total, 1 parking space ea.*	= 45 req'd parking
(2) bedroom units = 8 units per building	= 24 total, 2 parking spaces ea.*	= 48 req'd parking
(3) bedroom units = 3 units per building	= 9 total, 2 parking spaces ea.*	= 18 req'd parking
	= 78 total units	= 111 req'd parking
		126 parking spaces provided

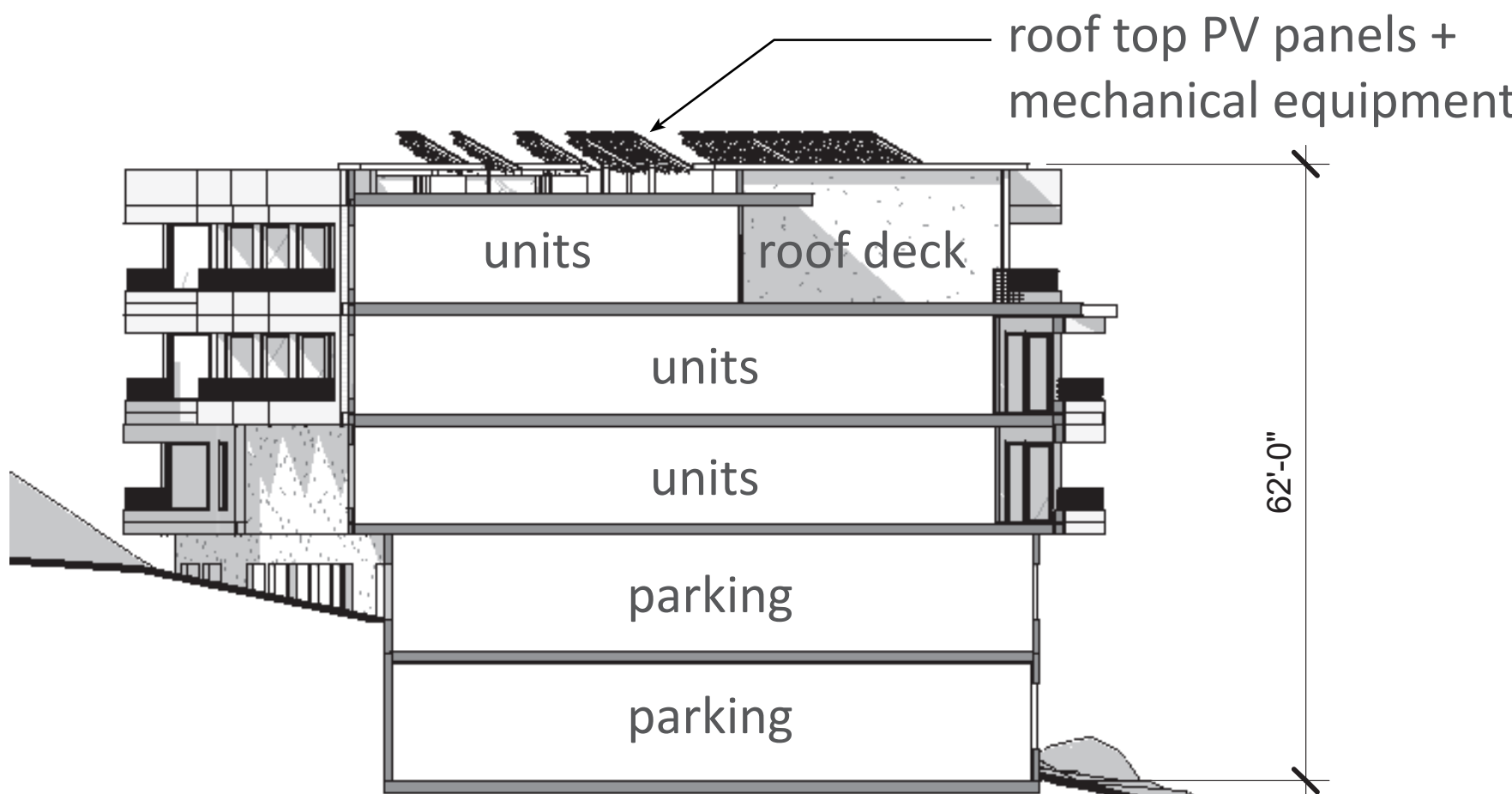
building plans



level 5
(6) 1 bedroom units
(2) 2 bedroom units
(1) 3 bedroom units

dedicated shared rooftop patio

building section



unit plans



1 bedroom - 574 sqft
35 sqft storage adjacent
+ 20 - 30 sqft unit storage



2 bedroom - 953 sqft
35 sqft storage adjacent
+ 30 sqft unit storage



3 bedroom - 1180 sqft
55 sqft storage adjacent
+ 30-50 sqft unit storage

TOSV Draw Site - Renderings



aerial view



view from round about



view from townhall



view from “sunset/sunrise park”



view at pedestrian path



view between buildings

26 June 2023

Mr. Brian McNellis, AICP/MLA
Senior Planner
Town of Snowmass Village
130 Kearns Road
Snowmass Village, CO 81615-5010

RE: Pre-Sketch Plan Application / Town Hall Draw and Point Site Workforce Housing

Dear Brian:

On behalf of Betsy Crum, Housing Director for the Town of Snowmass Village, please accept this application for a Pre-Sketch Plan in accordance with Sec. 16A-1-55 of the Town of Snowmass Village Municipal Code.

The Town Hall Draw and Point Site (the "Property") was identified as a potential site for the development of workforce housing in the 2021 Workforce Housing Master Plan which was unanimously adopted by the Town of Snowmass Village Town Council in October 2021. The Housing Department has selected the Property to be the first of the Master Plan identified properties to be developed because the Property has the greatest potential to provide the largest number of workforce housing units, the Property has long been identified for future workforce housing, and the Property is well located, near the Snowmass Center, existing transit, and existing infrastructure. This recommendation to first move forward with the Property was endorsed by Town Council on 21 November 2022.

The architecture firm of 2757 design co., with their experienced local team of landscape architects, civil engineers, and planners, have completed initial site testing and analysis. This process involved the testing of multiple possible approaches to development of the Property for workforce housing. Using a "site-first" approach, which requires the careful consideration of the complicated nature of the Property, the design team started from the basic assumption that the proposed workforce housing will be rental housing, include a mix of unit sizes, and that density would be maximized within the constraints of the site and with sensitivity to nearby development. These basic parameters were directly taken from the Workforce Housing Master Plan adopted by the Council.

Following the initial site testing and analysis, a design charette and further analysis was pursued with the Housing Department and Town staff. This process provided several recommendations on how development of the Property for workforce housing could proceed. Several different site plan iterations were tested, and the design team eventually agreed that, to meet the needs of both the site and the Town, the best option would be to pursue a site design of three (3) buildings stepping back from the Town Hall into the Property. A curvilinear drive would allow for access, and tenant parking would be provided under each building to maximize the green space above. The design team believes that, depending on the unit configuration, approximately 80 rental units, consisting of one-, two- and three-bedroom units can be provided. This level of new workforce housing units will create a significant dent in the estimated 185 additional units that are required immediately to meet the critical housing needs of the local workforce.

The attached plans provide information on existing conditions and improvements to the Property and the general parameters of the proposed development. For convenience, following is a review of the general parameters of the project:

- The Property is owned by the Town of Snowmass Village and contains 18.283 acres;
- The Property is generally undeveloped with ground mounted solar panels, retaining walls, and a stormwater detention area serving the adjacent Town Hall located on the lower reaches of the Property;
- A new proposed site access driveway meeting fire department standards for width and slope will provide access via Kearns Road;
- Three (3) buildings are proposed containing:
 - Fifteen (15) one bedroom units averaging 574 SF with approximately 65 SF of storage *in each building*;
 - Eight (8) two bedroom units averaging 953 SF with approximately 65 SF of storage *in each building*; and
 - Three (3) three bedroom units averaging 1,180 SF with approximately 100 SF of storage *in each building*.
- Total current unit count (subject to change) is approximately 78 units;
- Parking, based on a proposed code amendment, will consist of one (1) parking space for each one bedroom unit and two parking spaces for each two and three bedroom units with a total parking count of 126 spaces;
- Dedicated community gathering spaces are proposed in the buildings and on rooftop patios;
- As provided, the units will feature storage and decks; and
- Outdoor gathering spaces, play areas, and open space, with pedestrian connections to trails and transit stops, are anticipated.

We look forward to engaging with the public, the Planning Commission, and Town Council in Pre-Sketch Plan discussions on the various issues relating to the use of the Property for workforce housing and to explore how the development of workforce housing will contribute to the overall operation and economic stability of the Town of Snowmass Village.

Very truly yours,



Patrick S. Rawley, AICP, ASLA
CLAUSON RAWLEY ASSOCIATES, INC.

Attachments:

1. Improvement and Topographic Survey prepared by True North, dated 8 December 2022;
2. Preliminary Site Plan and Building Plans, and potential unit configuration, prepared by 2757 design co.;
3. Letter of Authorization authorizing Clauson Rawley Associates in connection with this request; and
4. Proof of Ownership in the form of title commitment, Commitment Number 7002014-C2, dated 14 June 2023.

Ms. Betsy Crum
Housing Director
Town of Snowmass Village
555 Deerfield Drive
PO Box 5010
Snowmass Village, CO 81615
bcrum@tosv.com
970-923-2360

26 June 2023

Mr. Brian McNellis, AICP/MLA
Senior Planner
Town of Snowmass Village
130 Kearns Road
Snowmass Village, CO 81615-5010

Re: Authorization to Submit Pre-Sketch Plan Application / Town Hall Draw and Point Site
Workforce Housing

Dear Brian:

This letter is to certify that I, Betsy Crum, Town of Snowmass Village Housing Director, on behalf of the Town of Snowmass Village, owner of the Town Hall Draw and Point Site, PIDs 273301201854, 2733301201855, 273301201853, and 273301200001 ("the Property"), give Clauson Rawley Associates Inc. and their representatives permission to submit and represent us in connection with the Pre-Sketch application to consider the development of workforce housing on the Property.

If you should have any questions regarding this matter, please do not hesitate to contact me.

Their contact information is as follows:

Patrick S. Rawley, AICP, ASLA
Clauson Rawley Associates, Inc.
400 E. Main Street, Suite 203
Aspen, CO 81611
Tel 970-925-2323 (o)
Tel 970-306-5669 (c)
Fax 970-920-1628

Very Truly Yours,



Betsy Crum
Housing Director
Town of Snowmass Village

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.
- Council Compensation – Last increase was Ord 6, 2018

Mon. Jul 3rd – Regular Meeting (CANCELED)

Mon. Jul. 10th –Regular Session (Shenk Virtual)

- Pre-Sketch Meeting on the Draw Site with Planning Commission
- Executive session, performance review attorney
- Krabloonik??
- CORE Sustainability Project Approval
- NWCCOG Letter RE Uinta Basin Railway Project
- Emergency Ord RE Money for the Second Culvert Project

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

- **Senator Perry Will and Representative Elizabeth Velasco**
- Ord removing Board of Appeals
- Deerbrook Preliminary Plan joint meeting with Planning Commission Continued Review of Housing Regulations
- Continued Review of Housing Regulations ??
- Leash law ordinance first reading for voice control

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)

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

Mon. Aug. 21st – Regular Meeting

- Exec session with Dept. Dir

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

Tue. Sep. 5th – Regular Meeting

DRAFT 2023 Agenda Items

- Exec Session personnel (amongst council)

Mon. Sep. 11th – Work Session

Mon. Sep 18th – Regular Meeting

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

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

Mon. Oct. 9th – Work Session

Mon. Oct. 16th – Regular Meeting

- POST Grant – 1st reading?

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

Mon. Nov. 6th – Regular Meeting

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

Mon. Nov. 13th – Work Session

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
 - PTRAB
 - POSTR
 - Marketing

DRAFT 2023 Agenda Items

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



**Town Council
Town Council Meeting Minutes
Tuesday, June 20, 2023**

4:00 PM

130 Kearns Road

Town Council Chambers

Snowmass Village, CO, 81615

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

1) CALL TO ORDER

4:00

2) ROLL CALL

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

Council Members Absent: Susan Marolt.

Staff Present: Clint Kinney, Town Manager; Greg LeBlanc, Assistant Town Manager; Jeff Conklin, Town Attorney; Sam Guarino, Transportation Director; Doug Goldfluss, IT Manager; and Megan Boucher, Town Clerk.

Public Present: Linda DuPriest

3) PROCLAMATIONS AND PRESENTATIONS

4) PUBLIC COMMENT

None

31 **5) CONSENT AGENDA**

32 5.A) 2023 Town Council Agenda Overview

33 [Pages 3-5 2023 Agenda Overview](#) 

34 5.B) Minutes for Approval

35 [Pages 6-10 06-05-23 TC Minutes - DRAFT](#) 

36 5.C) Resolution changing Regular Meeting from July 3rd to July 10th

37 [Page 11 Agenda Item Summary - Resolution changing Town Council Regular Meeting date](#) 

38 [Page 12 RESOLUTION NO. 16, SERIES OF 2023 - A RESOLUTION CHANGING A TOWN COUNCIL REGULAR MEETING](#) 

39 5.D) [Resolution Amending TOSV Transit Title VI Plan](#)

40 [Pages 13-14 Agenda Item Summary - Title VI Plan Amendment Resolution](#) 

41 [Pages 15-72 2023 TOSV Title VI Program](#) 

42 [Pages 73-74 RESOLUTION NO. 17, SERIES OF 2023 - Amending Title VI Plan](#) 

43 Mayor Madsen asked if a redline version would be available in the future to help the
44 Council keep track of changes. Sam Guarino clarified that this version was mostly just
45 to update the plan with new Councilmembers and his name. In the future a redline copy
46 will be available for Council to reference.

47 5.E) [Resolution Approving an Easement Agreement - HCE](#)

48 [Pages 75-76 Agenda Item Summary - Easement Agreement - HCE](#) 

49 [Pages 77-78 RESOLUTION NO. 18, SERIES OF 2023 - Approving Easement Agreement - HCE](#) 

50 [Pages 79-81 Easement Agreement - HCE](#) 

51 Council had a few clarifying questions regarding specific location of the easement line
52 and anticipated timeline of the project. Staff anticipates this project having a much
53 smaller impact on the town compared to other current projects.

Councilmember Fridstein motioned to approve the Consent Agenda. Councilmember Gustafson seconded. All in favor. Councilmember Marolt absent

6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

7) ADMINISTRATIVE REPORTS

7.A) [EOTC Prep for 6/29/23 EOTC Meeting in SMV](#)

[Page 82 Agenda Item Summary - EOTC Preparation Meeting - TOSV AIS](#)

[Pages 83-84 EOTC 1. June 29, 2023 EOTC Agenda - LD 6-15-23](#)

[Pages 85-88 EOTC 2. EOTC Decisions Reached April 6, 2023 - DRAFT](#)

[Page 89 EOTC 3. AIS - Buttermilk Crossing and Transit Signal Bypass June 29, 2023 EOTC Meeting](#)

[Pages 90-258 EOTC 3.A. 2023.06.06 ButtermilkCrossingReport_Final](#)

[Pages 259 EOTC 4. AIS - 2023 Work Plan Updates EOTC June 29, 2023](#)

Linda DuPriest presented materials from the packet to prepare the Council for the upcoming EOTC meeting on Thursday June 28, 2023.

Some further discussion included concerns over safety at the Hwy 82 crossing at Buttermilk and the Hwy 82 crossing at Aspen Country Inn and the cost of different solutions to address those safety concerns.

7.B) [Community Engagement Planning for Town Council](#)

[Pages 260-262 Agenda Item Summary - Council Engagement](#)

Greg LeBlanc summarized the agenda item and opened it up for discussion and direction from Council.

Council agrees with the options presented for some monthly small scale events and ask to change the location monthly to help accommodate different community member's schedules and inclusion of those with and without families. Varying time and location would also allow for support of local businesses and accommodate different schedules. Council would like to consider the fourth Monday of the month for these small-scale events. July 24th and August 28th for the first two events. Beer with Council on Monday July 24th and Coffee and Donuts with Council on August 28th. Fridstein and Shenk will not be available Monday July 24th.

Jeff Conklin will supply some guidelines and ground rules for what is allowable for discussion during these events.

Council would still like a late summer Town Picnic in September. Staff outlined an event at the Recreation Center, free pool day, free grilled food, community photo, etc. It will **not** be Saturday Sept 16th – Rosh Hashanah & Balloon Festival already.

Councilmember Gustafson suggested that Councilmembers have Office Hours when they could be available to the public. Council will send that information to LeBlanc and he will add those specified times to the Town Website.

8) TOWN COUNCIL REPORTS AND ACTIONS

Councilmembers Fridstein and Gustafson attended the CORE Board Meeting. One major topic of that meeting was the Coal Basin outside of Redstone and the huge amount of Methane gas leaking out of the old Coal mines. CORE is organizing studies, grants, and hopefully mitigation in the future. CORE has planned some Public Events - Climate in the Kitchen was first event which Gustafson attended. The goals of these are to give tangible and actionable information to the public. Next one is in July - Art & Architecture - Green Design at the Aspen Art Museum. The third will be at TACAW in Willits - Green Light Show.

Councilmember Gustafson asked for an update on the We-Cycle program and if there could be an opportunity to get additional bikes sooner to help during the construction time. Kinney updated the Council on the current program and upcoming plans. Staff will look into possible options in the meantime. We are on the schedule with RFTA for 2025.

Councilmember Fridstein mentioned that CORE was recommending that RFTA's new Employee Housing use Geo-Thermal for heating and cooling of the old Roadway Inn.

Councilmember Gustafson suggested some kind of a "Kind Gesture" for the locals and their patience through this long and challenging construction project. Maybe a \$25 gift card for locals to use at local businesses. Staff will get a plan together and bring it back for Council approval. Shenk suggested and other members agreed that the September Picnic could be a thank you to the community.

Mayor Madsen commented on how the audio and video is difficult when appearing virtually. Doug Goldfluss will work on some improvements and additional solutions.

Councilmember Shenk attended the RFTA Board Retreat. They were very productive at the meeting. Topics included Housing, First & Last mile solutions including E-Bikes; Diversity, Equity & Inclusion, followed by interactive workshops and discussions. Shenk also attended the groundbreaking for 27th Street Bridge project. NWCCOG has a meeting coming up at the end of July. A major topic has been and will be the Uinta Basin Railway project. Council would like staff to draft a letter supporting NWCCOG and Glenwood Springs in their opposition letters regarding the project. Council

suggested putting it on the Consent Agenda for July 10th.

Councilmember Shenk commented on concerns she has for pedestrians who are crossing at non-traditional locations on Brush Creek. Shenk asked for people to be aware and suggested additional signage if possible.

Councilmember Shenk would like the Leash Law on an upcoming meeting. Conklin is working on an Ordinance to change and clarify the leash law. Shenk & Madsen agree that after summer is too late and would much rather this come to Council sooner – suggested July 17th. Shenk commented that the Ditch Trail trash bins are very nice and encouraged people to use them for their pet waist while hiking on the trail.

9) EXECUTIVE SESSION

9.A) Executive Session

[Page 263 Agenda Item Summary - Executive Session - legal advice](#) 

Councilmember Shenk read the legal language for the Executive Session. At 5:12 pm Councilmember Fridstein motioned to go into Executive Session. Councilmember Gustafson seconded. All in favor. Councilmember Marolt absent.

At 6:09 pm, Councilmember Fridstein moved to adjourn the Executive Session and reconvene the Regular Meeting, Councilmember Shenk seconded. All in favor. Councilmember Marolt absent.

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

10) ADJOURNMENT

6:09 pm

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, July 10, 2023.

Submitted By,

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

July 10, 2023

AGENDA ITEM:

Uinta Basin Railway Project Opposition Letter

PRESENTED BY:

Alyssa Shenk, Mayor Pro Tem

BACKGROUND:

The Uinta Basin Railway Project is proposed to transport up to 4.6 billion gallons of waxy crude oil per year on the Union Pacific mainline, which follows the Colorado River through many of our region's drought-stricken areas.

Citing concerns for ecological and public health impacts, members of Town Council have expressed interest in drafting a letter to the appropriate legislators and regulators urging them to oppose the project. Other agencies, including Northwest Colorado Council of Governments (NWCCOG) have already drafted letters of opposition for this project. A draft letter is attached for Council's consideration.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

- Preserve and protect open spaces and our environment to ensure that nature is and remains the dominant feature of the landscape.
- Promote environmental and economic sustainability and resiliency.

COUNCIL OPTIONS:

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

STAFF RECOMMENDATION:

It is the recommendation of Mayor Pro Tem Shenk, that the Council, by motion, Approve sending the Uinta Basin Railway Project Opposition Letter

ATTACHMENTS:

- 1) Draft TOSV Uinta Basin Railway Project Opposition Letter



July 10, 2023

The Honorable Tom Vilsack
United States Department of Agriculture
1600 Pennsylvania Avenue NW
Washington, DC 20500

The Honorable John Hickenlooper
United States Senator for Colorado
374 Russell Senate Building
Washington, DC 20510

The Honorable Jared Polis
Colorado State Governor
136 State Capitol
Denver, CO 80203

The Honorable Joe Neguse United States
Representative for Colorado
1419 Longworth House Office Building
Washington, DC 20515

The Honorable Michael Bennet
United States Senator for Colorado
261 Russell Senate Building
Washington, DC 20510

The Honorable KC Becker
Regional Administrator U.S. Environmental
Protection Agency, Region 8
1595 Wynkoop Street
Denver, CO 80202

RE: Opposition to the Unita Basin Railway Project

Dear Secretary Vilsack, Governor Polis, Senator Bennet, Senator Hickenlooper, Representative Neguse, and Regional Administrator Becker:

On behalf of the Town Council of the Town of Snowmass Village, I urge you to oppose the Unita Basin Railway Project. The project creates a risk of catastrophic environmental damage through our region of Colorado and the entire Colorado River Basin, outweighing the potential benefits of this project, especially in this age of much cleaner energy supply options.

The project would transport up to 4.6 billion gallons of waxy crude oil per year on the Union Pacific mainline, which follows the Colorado River through many of our region's drought-stricken areas. That includes the Glenwood Canyon, which is still recovering from the 2020 Grizzly Creek Fire, a fire that was a top priority in the United States during the two weeks it burned over 32,000 acres and later caused the 2021 debris mudslides destroying portions of I-70 and Union Pacific tracks. Rockslides are common in the region, causing deadly vehicle incidents. A recent slide buried the Union Pacific tracks outside the Glenwood Canyon, partially burying a freight train, further exasperating the need for alternative access to freight in Western Colorado. As you are already aware, the I-70 corridor through central Colorado is a critical link for communities outside the Denver metropolitan area for commercial goods and services. When railways or the interstate are impacted by a disturbance, communities in Western Colorado are negatively impacted.

In 2021, the U.S. Surface Transportation Board (STB) approved the 88-mile rail network connecting Utah to the Gulf Coast. The main concerns are that STB did not accurately consider



the full impact of increasing train volume on an already high-traffic rail, nor did they consider the risk of a potential catastrophic toxic spill so near the Colorado River. An oil spill near the Colorado River headwaters could prove devastating for the environment and as many as 40 million people and major cities across the West that heavily depend on it for drinking and critical needs water. Recent train disasters across the nation involving hazardous materials have highlighted the extreme risk for environmental and public health disasters should a train accident cause an unintended spill. Heavy crude oils are highly toxic and very difficult to remove from a water source and as such, contamination is severe and long-term. In addition, oil train derailments could cause devastating forest fires in Colorado's mountains.

Other jurisdictions in the potentially affected areas have issued letters in opposition to the Uinta Basin Railway Project to elected officials and representatives. The Town of Snowmass Village appreciates your attention to this incredibly important matter and urge you to object to the Uinta Basin Railway Project.

Sincerely,

Bill Madsen, Mayor

C: Snowmass Village Town Council
 Rep. Lauren Boebert

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

July 10, 2023

AGENDA ITEM:

Discussion and Consideration of an Emergency Ordinance, Ordinance #6 of Series 2023, Revising and Amending the General Fund and Real Estate Transfer Tax (RETT) Fund Expenditures Budgets to Provide Funding for the Brush Creek- Kearns Road Culvert Project

PRESENTED BY:

Clint Kinney, Town Manager
Anne Martens, Public Works Director
Marianne Rakowski, Finance Director

BACKGROUND:

In early June 2023, the large diameter culvert under Brush Creek Road just below Lower Kearns Road (the Brush/Kearns culvert) started to have a significant failure. The downhill portion of the culvert did fail and caused significant sluffing and stability impacts on Brush Creek Road. Immediately after the issue was identified, the Town contacted Stutsman Gerbaz, Inc. to undertake emergency repairs and to help investigate the overarching source of the failure and identify solutions. In addition to the road, this failed section of culvert also supported a number of critical utilities including a significant wastewater (sewer) line. Preventing the wastewater line from snapping became of primary importance in addition to the road stabilization. By Sunday June 4th the emergency repairs were completed by Stutsman Gerbaz, and the road and wastewater line were stabilized.

Over the course of the last several weeks, SGM Engineering and Stutsman Gerbaz were retained to continue the evaluation of the culvert and provide project guidance on the needed culvert repair. Understanding the significant traffic impacts of this repair project along with the need for a significant long-term solution guided SGM and Stutsman Gerbaz in their analysis.

Through the initial analysis, it is understood that this Brush/Kearns culvert needs a complete replacement. Now knowing this, utilizing a concrete box culvert is the likely best method going forward, but this is still being evaluated. Unfortunately, due to the exceptional depth of the culvert and creek below the road, utilizing this box culvert as a pedestrian underpass (similar to the culvert under construction at Brush and Owl) is likely cost prohibitive. Initial estimates indicate a pedestrian underpass component might increase the overall cost by 50 to 90 percent.

Stutsman Gerbaz, along with SGM have developed an initial rough order of magnitude cost estimate for the necessary repairs and the emergency repairs that have already occurred. Including emergency repair, design, construction costs, and contingency, the project is expected to cost approximately \$6.5 million. At this point, it is only a rough order of magnitude cost evaluation. Much more design and evaluation will be forthcoming to tighten up these estimates.

Because this is an unplanned project and no funds have been appropriated for the necessary work, the Town Council is being asked to consider this Emergency Ordinance #6, Series 2023 that will appropriate \$6.5 million for this project. By the Council appropriating fund, staff will be authorized to enter into necessary design and construction contracts. Because of the urgency of this project, this project will not be formally bid. Rather provisions in the purchasing policy that allow for emergency procurement will be utilized.

Although details are still being developed, assuming this Emergency Ordinance is approved, this project is expected to last through the winter and into the Spring of 2024. Construction work is expected to begin in August that will shore and stabilize the north end of the road and culvert. Construction work will then continue through the Winter in such a manner that two lanes of traffic will remain open at all times.

FINANCIAL IMPACT:

As the ordinance show, this is an additional appropriation of \$6.5 million. In keeping with the Town budget policy of utilizing the most restricted available funds first, \$5 million is requested to come from the RETT Fund and \$1.5 million from the General Fund. These funds will come from the fund balance of the respective funds. The respective emergency reserve amounts for each fund will be maintained. If approved, the RETT fund will have slightly over \$1.1 million in funds available remaining (over and above emergency reserves) and the General Fund will have over \$8.9 million in available funds remaining (over and above emergency reserves).

This use of \$6.5 million for this Kearns/Brush culvert project will impact the ability to undertake future capital projects. The proposed 5 year Capital Improvement Program (CIP) budget, which details future projects, will need to be changed to recognize this decrease in funds available for future projects. This change to project timing in the CIP will be reflected in the proposed 2024 Town Budget.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

While not a specific goal, this expenditure will allow for needed investment in Town infrastructure.

COUNCIL OPTIONS:

1. Approve the emergency ordinance.
2. Amend, then approve the ordinance.

3. Don't approve the ordinance.

STAFF RECOMMENDATION:

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

Approve Ordinance #6, of Series 2023, appropriating necessary funds to undertake the replacement of the Brush/Kearns culvert.

ATTACHMENTS:

- A. Ordinance #6, Series 2023
- B. Summary of General Fund
- C. Summary of RETT Fund
- D. Project maps

1 TOWN OF SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 ORDINANCE NO. 06
5 SERIES OF 2023
6

7
8 AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL REVISING AND
9 AMENDING THE GENERAL FUND AND REAL ESTATE TRANSFER TAX (RETT)
10 FUND EXPENDITURES BUDGET OF THE TOWN OF SNOWMASS VILLAGE TO
11 PROVIDE FUNDING FOR THE BRUSH CREEK-KEARNS ROAD CULVERT
12 PROJECT AND APPROPRIATING FUNDS FOR 2023 FOR THE IMMEDIATE
13 PRESERVATION OF THE PUBLIC HEALTH, SAFETY, PEACE, SAFETY AND
14 WELFARE
15

16 WHEREAS, Clint Kinney, Town Manager, has prepared and submitted a request
17 to change the 2023 Budget; and
18

19 WHEREAS, the proposed 2023 amendment includes a change to the General
20 Fund and to the RETT Fund; and
21

22 WHEREAS, the General Fund and RETT Funds are revised to include an
23 expenditure for the design and construction of the Brush Creek-Kearns Road
24 culvert project; and
25

26 WHEREAS, the Town of Snowmass Village Home Rule Charter requires
27 adjustments to the budget when circumstances change relating to the budget;
28 and
29

30 WHEREAS, the Council has determined that because of the unexpected failure of
31 the existing culvert that an emergency exists, that it is necessary, desirable,
32 appropriate and in the best interests of the Town, its citizens and inhabitants, to
33 protect and preserve the public health, safety, peace, safety and welfare, that the
34 Town will need to budget and appropriate \$6,500,000 for this project, thereby
35 adopting this ordinance by the emergency ordinance procedures set forth in the
36 Home Rule Charter.

37 NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of
38 Snowmass Village, Colorado:
39
40

41 **Section One: Revised Budget**

42 That the Town of Snowmass Village 2023 budget for the General Fund
43 and RETT Fund be adjusted to include the below amendment.
44
45
46

Section Two: Appropriation

That the below 2023 revised expenditure is hereby appropriated for immediate expenditure during the 2023 budget year.

**Town of Snowmass Village
Budget Changes - 2023**

	2023	2023
	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$ -	\$ 1,500,000
RETT Fund	\$ -	\$ 5,000,000
TOTAL	\$ -	\$ 6,500,000

Section Three: Emergency Declaration

Because the Council has determined that a public emergency is declared to exist, this ordinance is declared to be necessary for the immediate preservation of the public property, health, welfare, peace and safety, it is advisable to proceed immediately to fund the \$6,500,000 for the Brush Creek-Kearns Road culvert project as described in this ordinance, and therefore, this ordinance shall be in full force and effect immediately upon final passage and adoption at a single meeting upon Council approval as required by Section 4.10 of the Charter.

Section Four: Effective Date

This ordinance shall be in full force and effect immediately upon final passage and adoption by the Council as required by the Charter. This ordinance upon such final passage shall be published by title and summary thereof in a newspaper of general circulation in the Town within 10 days after adoption.

Such notice shall be in substantially the following form:

"OFFICIAL NOTICE IS HEREBY GIVEN that on July 10, 2023, the Town Council approved as an emergency measure an ordinance titled as follows:

AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL REVISING AND AMENDING THE GENERAL FUND AND REAL ESTATE TRANSFER (RETT) FUND EXPENDITURES BUDGET OF THE TOWN OF SNOWMASS VILLAGE TO PROVIDE FUNDING FOR THE BRUSH CREEK-KEARNS ROAD CULVERT PROJECT AND APPROPRIATING FUNDS FOR 2023 FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC HEALTH, SAFETY, PEACE, SAFETY AND WELFARE

The proposed Ordinance provides for the Town's budget amendment to the 2023 Adopted Budget to fund the Brush Creek-Kearns Road culvert project. The Ordinance has been adopted as an emergency measure and, in accordance with the Town Charter, has become effective upon passage.

85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113

IN TESTIMONY WHEREOF, the Town Council of the Town of Snowmass Village, Colorado has caused this notice to be dated this July 10, 2023.

(SEAL)

*/s/ Megan Boucher
Town Clerk
Snowmass Village, Colorado”*

(End of Form of Notice)

INTRODUCED PASSED AND ADOPTED this July 10, 2023 as an emergency measure upon a motion made by Council Member _____, the second of Council Member _____ with a roll call vote __ in favor and __ opposed.

Bill Madsen, Mayor

Attest:

Megan Harris Boucher, Town Clerk

(SEAL)

Whereupon it was duly moved and seconded that the foregoing ordinance be now passed and adopted as an emergency measure. The question being upon the adoption of said motion and the approval of the ordinance as an emergency measure, the roll was called with the following result:

Those Voting Yes:

Those Voting No:

Those Absent:

The presiding officer thereupon declared that there having been an affirmative vote of at least three members of the Council, the ordinance was duly adopted as an emergency ordinance.

Bill Madsen, Mayor

(SEAL)

Attest:

Megan Harris Boucher, Town Clerk

TOWN OF SNOWMASS VILLAGE
GENERAL FUND - BUDGET SUMMARY

Note: Minus variance figures are unfavorable

BUDGET SUMMARY		2021	2022		2022	2022	2022	2023		2023	2023
		Actual	Budget	Actual	Variance	Projected		BUDGET	Revised	Variance	
BEGINNING FUND BALANCE	\$	20,395,209.41	\$ 25,938,794.18	\$ 25,938,794.18	\$ -	\$ 25,938,794.18		\$ 27,364,977.43	\$ 27,364,977.43	\$ -	
OPERATING REVENUES	\$	21,497,601.22	\$ 21,968,405.00	\$ 24,617,640.10	\$ 2,649,235.10	\$ 24,197,891.00		\$ 24,859,011.00	\$ 24,859,011.00	\$ -	
--Cougar Canyon-payments	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
OPERATING EXPENDITURES	\$	(17,027,334.11)	\$ (19,816,701.00)	\$ (18,262,560.73)	\$ 1,554,140.27	\$ (20,007,074.00)		\$ (22,678,794.00)	\$ (22,678,794.00)	\$ -	
Transfer Out-CERF	\$	(330,000.00)	\$ (330,000.00)	\$ (330,000.00)	\$ -	\$ (330,000.00)		\$ (330,000.00)	\$ (330,000.00)	\$ -	
Capital Outlay	\$	(94,626.77)	\$ (144,450.00)	\$ (117,203.14)	\$ 27,246.86	\$ (155,550.00)		\$ (194,450.00)	\$ (194,450.00)	\$ -	
TOTAL REVENUES	\$	21,497,601.22	\$ 21,968,405.00	\$ 24,617,640.10	\$ 2,649,235.10	\$ 24,197,891.00		\$ 24,859,011.00	\$ 24,859,011.00	\$ -	
TOTAL EXPENDITURES	\$	(17,451,960.88)	\$ (20,291,151.00)	\$ (18,709,763.87)	\$ 1,581,387.13	\$ (20,492,624.00)		\$ (23,203,244.00)	\$ (23,203,244.00)	\$ -	
Net Operating Rev's/Exp	\$	4,045,640.34	\$ 1,677,254.00	\$ 5,907,876.23	\$ 4,230,622.23	\$ 3,705,267.00		\$ 1,655,767.00	\$ 1,655,767.00	\$ -	
OTHER REVENUES/EXPENDITURES											
OTHER:	\$	375,130.93	\$ (956,552.00)	\$ 664,243.38	\$ 1,620,795.38	\$ (956,552.00)		\$ (927,970.00)	\$ (927,970.00)	\$ -	
--Droste - Property Tax Revenue	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
--Droste - Pitkin County	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
--Aspen School District - Property Tax Revenue	\$	523,721.26	\$ 510,000.00	\$ 516,114.86	\$ 6,114.86	\$ 510,000.00		\$ 510,000.00	\$ 510,000.00	\$ -	
--Aspen School District - Property Tax Payment & Collctn Fees	\$	(500,000.00)	\$ (510,000.00)	\$ (500,000.00)	\$ 10,000.00	\$ (510,000.00)		\$ (510,000.00)	\$ (510,000.00)	\$ -	
--Marijuana/Cigarette Tax Revenues	\$	183,930.42	\$ 145,230.00	\$ 207,114.05	\$ 61,884.05	\$ 199,844.00		\$ 205,840.00	\$ 205,840.00	\$ -	
--Marijuana/Cigarette Tax Exp-Mental Health Services	\$	-	\$ -	\$ -	\$ -	\$ -		\$ (80,000.00)	\$ (80,000.00)	\$ -	
--Marijuana/Cigarette Tax Exp-One-times-Response/Homeless	\$	-	\$ -	\$ -	\$ -	\$ -		\$ (50,000.00)	\$ (50,000.00)	\$ -	
--CARES Grant Revenue-Pitco Health	\$	167,660.00	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
--CARES Grant Expenditures-Pitco Health	\$	(167,660.00)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
--CARES Grant-Transp	\$	2,128,552.00	\$ 218,920.00	\$ 216,544.00	\$ (2,376.00)	\$ 381,035.00				\$ -	
--CARES Grant-Reimbursements	\$	346,334.74	\$ -	\$ -	\$ -	\$ -				\$ -	
--ARP Grant Funds	\$	-	\$ 343,344.00	\$ 686,687.53	\$ 343,343.53	\$ 686,688.00				\$ -	
--ARP Grant-Transp	\$	-	\$ -	\$ -	\$ -	\$ -				\$ -	
--Ice Age Expenditures	\$	-	\$ (50,000.00)	\$ -	\$ 50,000.00	\$ (50,000.00)		\$ -	\$ -	\$ -	
--Lease Proceeds (GASB 87)	\$	-	\$ -	\$ 168,142.13	\$ 168,142.13					\$ -	
--Lease Expense (GASB 87)	\$	-	\$ -	\$ (168,142.13)	\$ (168,142.13)					\$ -	
TRANSFER OUT-CIP	\$	(1,059,263.00)	\$ (5,762,000.00)	\$ (5,762,000.00)	\$ -	\$ (5,762,000.00)		\$ (2,502,000.00)	\$ (4,002,000.00)	\$ (1,500,000.00)	
TRANSFER OUT-Housing	\$	-	\$ -	\$ -	\$ -	\$ -		\$ (14,150.00)	\$ (14,150.00)	\$ -	
Crossings Home purchase			\$ (605,000.00)	\$ (605,614.60)		\$ (605,000.00)					
Emp Housing Sales	\$	-	\$ 597,000.00	\$ -	\$ (597,000.00)	\$ 603,807.00		\$ 810,907.00	\$ 810,907.00	\$ -	
ONE-TIME REVENUES	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
ONE-TIME EXPENDITURES	\$	(410,461.92)	\$ (1,790,051.00)	\$ (832,396.89)	\$ 957,654.11	\$ (1,445,279.00)		\$ (2,279,199.00)	\$ (2,279,199.00)	\$ -	
Base Village-One time Revenues	\$	-	\$ 404,500.00	\$ 1,017,614.69	\$ 613,114.69	\$ 1,177,899.00		\$ 917,000.00	\$ 917,000.00	\$ -	
Base Village-One time Expenditures	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
COP-Portion paid by reserve from Cougar Canyon	\$	(90,000.00)	\$ (90,000.00)	\$ (90,000.00)	\$ -	\$ (90,000.00)		\$ (90,000.00)	\$ (90,000.00)	\$ -	
NET--OTHER REVENUE/EXPENDITURES	\$	1,497,944.43	\$ (7,544,609.00)	\$ (4,481,692.98)	\$ 3,062,916.02	\$ (5,859,558.00)		\$ (4,009,572.00)	\$ (5,509,572.00)	\$ (1,500,000.00)	
ENDING FUND BALANCE	\$	25,938,794.18	\$ 20,071,439.18	\$ 27,364,977.43	\$ 7,293,538.25	\$ 23,784,503.18		\$ 25,011,172.43	\$ 23,511,172.43	\$ (1,500,000.00)	

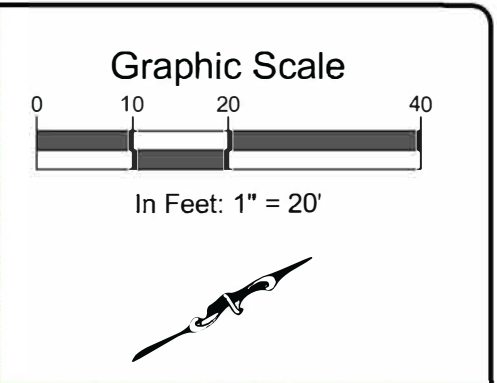
<u>FUND BALANCE-DESIGNATIONS/RESERVES</u>		2021	2022	2022	2022	2022	2023	2023	2023
		<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Projected</u>	<u>BUDGET</u>	<u>Revised</u>	<u>Variance</u>
DESIGNATIONS/RESERVES:									
INVENTORY	\$	164,171.09	\$ 160,000.00	\$ 189,297.42	\$ 29,297.42	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ -
PREPAID EXPENSES	\$	105,907.94	\$ 100,000.00	\$ 115,697.85	\$ 15,697.85	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -
TABOR - RESERVE	\$	551,301.57	\$ 443,279.76	\$ 669,239.18	\$ 225,959.42	\$ 551,301.57	\$ 669,239.18	\$ 669,239.18	\$ -
TOWN HALL COP-COUGAR CANYON	\$	810,000.00	\$ 720,000.00	\$ 720,000.00	\$ -	\$ 720,000.00	\$ 630,000.00	\$ 630,000.00	\$ -
HOLY CROSS ENHANCEMENT FUNDS	\$	385,028.12	\$ 505,921.64	\$ 500,764.45	\$ (5,157.19)	\$ 485,805.12	\$ 103,556.45	\$ 103,556.45	\$ -
BUILDING/EQUIPMENT RESERVE FUNDS	\$	1,126,311.29	\$ 299,759.19	\$ 1,227,729.06	\$ 927,969.87	\$ 299,759.19	\$ 429,759.19	\$ 429,759.19	\$ -
RESERVE FOR INSURANCE LIABILITY	\$	747,886.00	\$ 770,323.00	\$ 770,323.00	\$ -	\$ 770,323.00	\$ 793,432.00	\$ 793,432.00	\$ -
RESERVE FOR 2022 EXPENDITURES IN 2023	\$	-	\$ -	\$ 614,330.00	\$ 614,330.00	\$ -	\$ -	\$ -	\$ -
COMCAST-PEG FEE RESERVE	\$	13,385.17	\$ 22,432.78	\$ 19,969.51	\$ (2,463.27)	\$ 20,485.17	\$ 27,069.51	\$ 27,069.51	\$ -
MARIJUANA/CIGARETTE TAX RESERVE	\$	318,848.06	\$ 464,078.06	\$ 525,962.11	\$ 61,884.05	\$ 518,692.47	\$ 601,802.11	\$ 601,802.11	\$ -
BASE VILLAGE-COMMUNITY PURPOSE	\$	161,570.00	\$ 111,570.00	\$ 161,570.00	\$ 50,000.00	\$ 111,570.00	\$ 161,570.00	\$ 161,570.00	\$ -
GRANT FUND	\$	-	\$ 3,547,448.00	\$ 3,378,118.27	\$ (169,329.73)	\$ 3,542,609.27	\$ 3,378,118.27	\$ 3,378,118.27	\$ -
ROAD FUND-EMERGENCY RESERVE	\$	109,630.53	\$ 91,858.72	\$ 89,878.67	\$ (1,980.05)	\$ 80,185.28	\$ 80,656.00	\$ 80,656.00	\$ -
EMERGENCY RESERVE-30%	\$	6,449,280.37	\$ 6,590,521.50	\$ 7,385,292.03	\$ 794,770.53	\$ 7,259,367.30	\$ 7,457,703.30	\$ 7,457,703.30	\$ -
TOTAL APPROPRIATIONS:	\$	10,943,320.14	\$ 13,827,192.65	\$ 16,368,171.55	\$ 2,540,978.90	\$ 14,620,098.37	\$ 14,592,906.01	\$ 14,592,906.01	\$ -
FUNDS AVAILABLE:	\$	14,995,474.04	\$ 6,244,246.53	\$ 10,996,805.88	\$ 4,752,559.35	\$ 9,164,404.81	\$ 10,418,266.42	\$ 8,918,266.42	\$ (1,500,000.00)
TOTAL FUND BALANCE	\$	25,938,794.18	\$ 20,071,439.18	\$ 27,364,977.43	\$ 7,293,538.25	\$ 23,784,503.18	\$ 25,011,172.43	\$ 23,511,172.43	\$ (1,500,000.00)

**TOWN OF SNOWMASS VILLAGE
REAL ESTATE TRANSFER TAX
BUDGET SUMMARY**

Note: Minus variance figures are unfavorable

<u>DESCRIPTION</u>	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	<u>2022 Variance</u>	<u>2022 Projected</u>	<u>2023 Budget</u>	<u>2023 Revised</u>	<u>2023 Variance</u>
BEGINNING FUND BALANCE	\$11,699,367.59	\$16,564,227.23	\$16,564,227.23	\$0.00	\$16,564,227.23	\$14,753,053.33	\$14,753,053.33	\$0.00
Revenues	\$ 8,321,986.75	\$ 3,732,881.00	\$ 5,525,868.23	\$1,792,987.23	\$ 5,701,534.00	\$ 6,625,252.00	\$ 6,625,252.00	\$0.00
Transfer Out-CERF	\$ (740,000.00)	\$ (740,000.00)	\$ (740,000.00)	\$ -	\$ (740,000.00)	\$ (740,000.00)	\$ (740,000.00)	\$ -
Expenditures	\$ (1,533,227.56)	\$ (1,795,151.00)	\$ (1,558,014.39)	\$ 237,136.61	\$ (2,202,254.00)	\$ (2,481,138.00)	\$ (2,481,138.00)	\$ -
TOTAL REVENUES	\$ 8,321,986.75	\$ 3,732,881.00	\$ 5,525,868.23	\$1,792,987.23	\$ 5,701,534.00	\$ 6,625,252.00	\$ 6,625,252.00	\$0.00
TOTAL EXPENDITURES	\$ (2,273,227.56)	\$ (2,535,151.00)	\$ (2,298,014.39)	\$ 237,136.61	\$ (2,942,254.00)	\$ (3,221,138.00)	\$ (3,221,138.00)	\$ -
Net Operating Rev's/Exp	\$ 6,048,759.19	\$ 1,197,730.00	\$ 3,227,853.84	\$ 2,030,123.84	\$ 2,759,280.00	\$ 3,404,114.00	\$ 3,404,114.00	\$ -
Capital Bldg/Equip Reserve Used	\$ (141,051.55)	\$ (415,214.00)	\$ (138,135.74)	\$ 277,078.26	\$ (415,214.00)	\$ (285,317.00)	\$ (285,317.00)	\$ -
TRANSFER OUT-CIP	\$ (1,042,848.00)	\$ (4,900,892.00)	\$ (4,900,892.00)	\$ -	\$ (4,900,892.00)	\$ (7,170,000.00)	\$ (12,170,000.00)	\$ (5,000,000.00)
ENDING FUND BALANCE	\$16,564,227.23	\$12,445,851.23	\$14,753,053.33	\$2,307,202.10	\$14,007,401.23	\$10,701,850.33	\$5,701,850.33	(\$5,000,000.00)
<u>FUND BALANCE-DESIGNATIONS/RESERVES</u>	<u>2021 Actual</u>	<u>2022 Budget</u>	<u>2022 Actual</u>	<u>2022 Variance</u>	<u>2022 Projected</u>	<u>2023 Budget</u>	<u>2023 Revised</u>	<u>2023 Variance</u>
Capital Equipment Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Bldg/Equipment Reserve	\$453,268.28	\$179,105.83	\$565,132.54	\$386,026.71	\$288,054.28	\$529,815.54	\$529,815.54	\$0.00
2020 Carryover to 2021 Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Reserve	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	\$0.00	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	\$0.00
Funds Available	\$12,110,958.95	\$8,266,745.40	\$10,187,920.79	\$1,921,175.39	\$9,719,346.95	\$6,172,034.79	\$1,172,034.79	(\$5,000,000.00)
TOTAL FUND BALANCE	\$16,564,227.23	\$12,445,851.23	\$14,753,053.33	\$2,307,202.10	\$14,007,401.23	\$10,701,850.33	\$5,701,850.33	(\$5,000,000.00)

I:\1991\91004\A\141 - BRUSH CRK CULVERT EMERGENCY REPAIR\EXCON W_AERIAL EXHIBIT.DWG Plotted: 7/6/2023 9:02 AM By: Mike Fowler



Computer File Information	
Print Date:	7/6/23
Last Modification Date:	7/6/23
Drawing File Name:	ExCon w_Aerial Exhibit
Autocad Ver.	2022
Scale:	As Shown
SGM Project No.:	91004A-141
Quality Control:	XX

Sheet Revisions			
Rev.	Date	Comments	Init.
1			



Town of
SNOWMASS Village

45 of 68



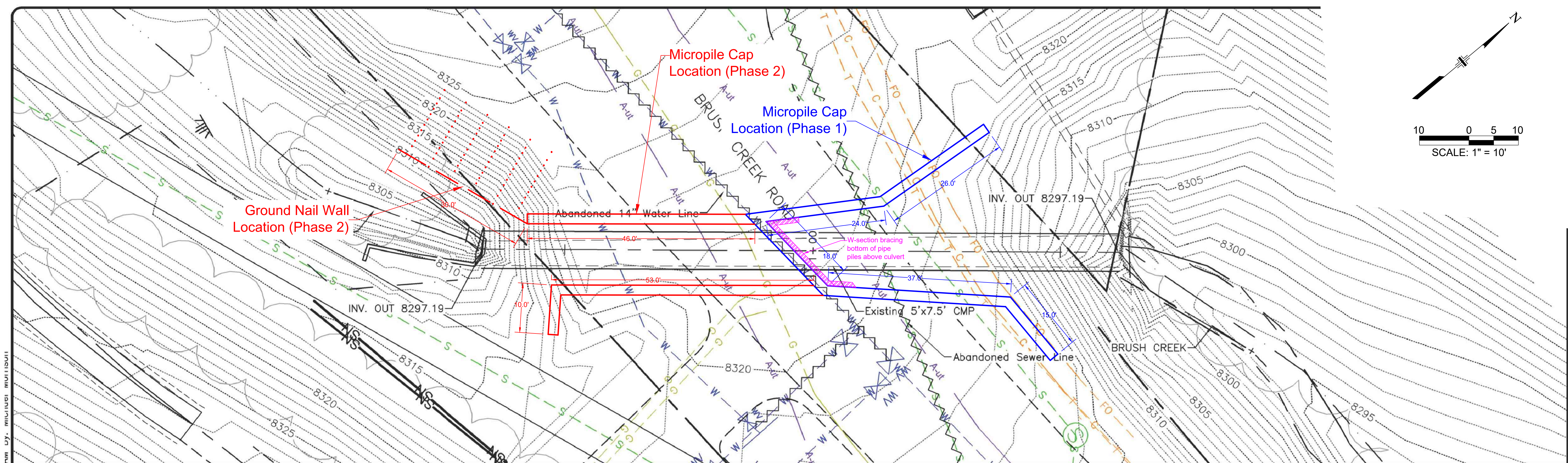
SGM

118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

As Constructed
No Revisions:
Revised:
Void:

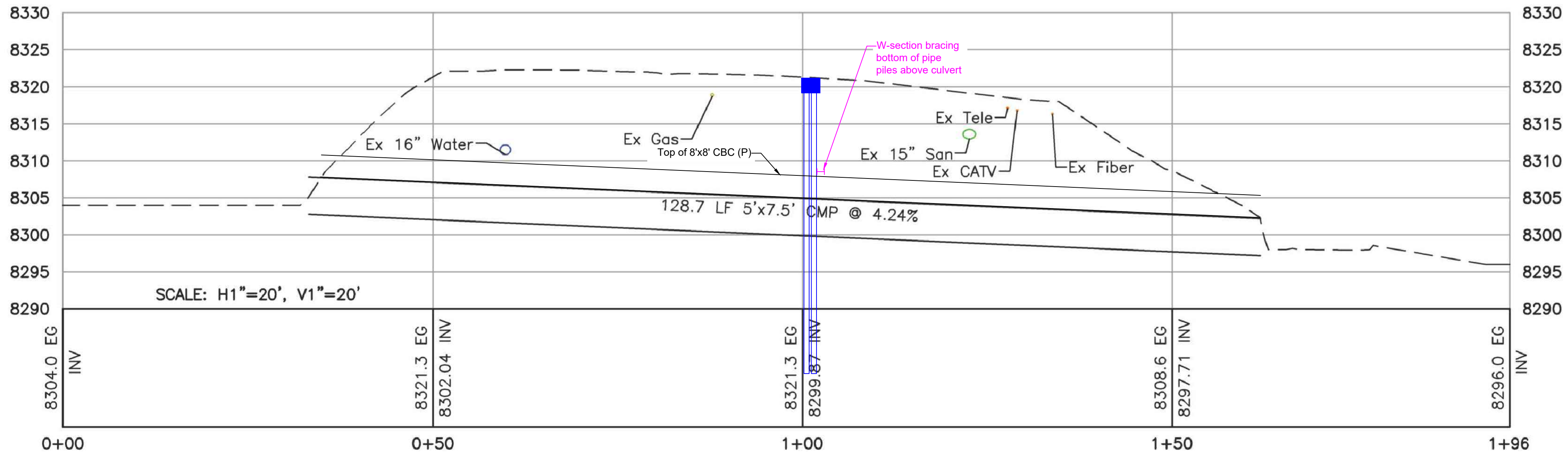
BRUSH CREEK CULVERT EMERGENCY REPAIR EXISTING CULVERT SITE PLAN			
Engineer:	--	Structure Numbers	--
Drawn By:	MDF		--
Sheet Subset:	--	Subset Sheets:	-- of --

Project No./Code
XX
XX
Sheet Number 1



NOTE:

EXISTING GAS, TELEPHONE, FIBER, AND CABLE LINES ARE APPROXIMATE ELEVATIONS. EXISTING WATER AND SEWER ARE BASED ON AS-BUILT INFORMATION RECORDED 10/31/13.



Computer File Information		Sheet Revisions					 118 West Sixth Street, Suite 200 Glenwood Springs, CO 81601 970.945.1004 www.sgm-inc.com	As Constructed		BRUSH CREEK CULVERT EMERGENCY REPAIR EXISTING CULVERT CROSS SECTION			Project No./Code	
Print Date: 6/12/23		Rev.	Date	Comments	Init.			No Revisions:		Engineer: MDF	Structure Numbers	--	XX	
Last Modification Date: 6/12/23		1						Revised:		Drawn By: AMC		--	XX	
Drawing File Name: CulvertSection								Void:		Sheet Subset: --	Subset Sheets: -- of --		Sheet Number 1	
Autocad Ver. 2022	Scale: As Shown													
SGM Project No.: 91004A-141		Quality Control: XX												

 PO Box 1080 Phone: (970) 230-9208 Silt, CO 81652	Sheet Revisions			Designed For:		Temporary Shoring Wall Locations	
	Date	Revision/Issue	Prepared by	B&Y Drilling, Inc.			
				Project Number:			
				Proposal			
				Prepared by:	Date:	Project:	Sheet Number:
				RDJ	June 15, 2023	Culvert Repair/Replacement Brush Creek Road	Exhibit 1

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

July 10, 2023

AGENDA ITEM:

CORE Partnership for TOSV Climate Goals

PRESENTED BY:

Greg LeBlanc, Assistant Town Manager
Ryland French, CORE

BACKGROUND:

On April 10, members of the Environmental Advisory Board (EAB) and CORE updated the Town Council on how EAB has been making progress towards the Town's environmental goals. A suggested action plan was presented outlining the major areas of work that are necessary should the goals be met on time.

Since this update, staff and CORE have created a partnership for the management of this action plan, subject to annual appropriation. This includes a residential and commercial energy efficiency grant program, a building electrification study, regular updates, and continued support for EAB.

This update to the Town Council is intended to serve as a progress check on the Town's environmental and sustainability goals. Staff and a CORE representative will be present to answer questions the Council may have.

FINANCIAL IMPACT:

\$210,000 for the 2023 fiscal year.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

- Preserve and protect open spaces and our environment to ensure that nature is and remains the dominant feature of the landscape.
- Promote environmental and economic sustainability and resiliency.

ATTACHMENTS:

- 1) Scope of work proposal from CORE



Smart energy. Less carbon. More living.

Community Office for Resource Efficiency
129 Emma Rd, Unit B
Basalt, CO 81621

PROJECT DESCRIPTION

Dear Town of Snowmass Village,

We are pleased to submit a proposal for our 501(c)3 nonprofit organization, The Community Office for Resource Efficiency (CORE) to provide services that will help the community reach its climate action goals. Our services will focus on administering a residential and commercial energy efficiency grant program, and a building electrification study.

Scope of Work:

1. Residential and Commercial Energy Efficiency Grant Program:
Our team will administer a grant program to encourage fuel switching and energy-efficient practices in residential and commercial buildings. The program will provide financial incentives to property owners who make energy-efficient improvements, such as replacing old appliances, upgrading insulation, or installing energy efficient heating and cooling systems. Our team will handle the program's design, promotion, application, and processing of grants.
2. Building Electrification Study:
CORE will conduct a building electrification study to identify potential buildings that can be electrified, resulting in energy savings and the reduction of greenhouse gas emissions. Our team will analyze the feasibility and cost-effectiveness of converting gas-powered buildings to electric power. We will work with the Town of Snowmass Village and stakeholders to develop a roadmap for electrification that prioritizes buildings with the highest potential for energy savings.
3. Environmental Advisory Board:
Upon the request of Town staff, CORE will serve as a liaison to the Environmental Advisory Board in place of Town staff.
4. Town Council
Once or more per year, CORE will present to Town Council an update on progress related to the Environmental Advisory Board, CORE scopes of work, and the Town's greenhouse gas reduction goals.



Smart energy. Less carbon. More living.

Deliverables:

Our team will deliver the following outcomes:

- Successful administration of the energy efficiency grant program, including processing of applications and grants
- Completion of the building electrification study report, which outlines the feasibility and cost-effectiveness of electrifying buildings in the Town of Snowmass Village and recommends a roadmap for electrification.

Timeline:

The project is expected to start on July 24th, 2023 ("Effective Date"), and will run through December 31st, 2023.

Budget:

The total budget for the project is \$210,000. This includes staff costs, program promotion, outreach, and incentives for the energy efficiency programs, as well as the cost of conducting the building electrification study.

Based on the scope of work proposed, here is a budget breakdown for the project:

Residential and Commercial Energy Efficiency Grant Program:

Staff Costs: \$20,000 (for a project manager and administrative staff)

Promotional and Outreach Costs: \$25,000 (for marketing materials, events, and outreach campaigns)

Incentive Funds for Grants: \$70,000 (to provide financial incentives for property owners who make energy-efficient improvements)

Total Cost: \$115,000

Building Electrification Study:

Staff Costs: \$45,000 (for a dedicated project manager and technical staff to conduct the study)

Data Collection and Analysis Costs: \$40,000 (for building assessments, energy modeling, and feasibility analysis)

Stakeholder Engagement Costs: \$10,000 (for stakeholder meetings and workshops)

Total Cost: \$95,000

Total Project Cost: \$210,000



Smart energy. Less carbon. More living.

Conclusion:

CORE is excited to work with the Town of Snowmass Village to help the community reach its climate action goals. Our residential and commercial energy efficiency grant program, and building electrification study will support the community in transitioning to a more sustainable future. We are confident that our expertise and commitment will enable us to successfully deliver the project's scope of work.

Please do not hesitate to contact us if you have any questions or require further information.

Sincerely,

Dallas Blaney, PhD

CEO

Community Office for Resource Efficiency



Smart energy. Less carbon. More living.

The parties have entered this Agreement as of the Effective Date.

TOWN OF SNOWMASS VILLAGE, COLORADO

By: _____

Title: _____

Date: _____

COMMUNITY OFFICE FOR RESOURCE EFFICIENCY:

By: _____

Title: _____

Date: _____

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

July 10, 2023

AGENDA ITEM:

Resolution No. 19, Series of 2023 – A Resolution Approving a Settlement Agreement with Krabloonik, Inc.

PRESENTED BY:

Jeff Conklin, Town Attorney
Clint Kinney, Town Manager

BACKGROUND:

The Town and Krabloonik, Inc. were parties to a Revised and Amended Krabloonik Lease and Option effective June 1, 2015 (the “Lease”) for the lease of certain property owned by the Town to Krabloonik for a dog sledding operation, kennel, and restaurant. The Lease also contains an option to purchase the property. In 2022, the Town alleged Krabloonik was in default under the Lease and ultimately terminated the Lease effective November 1, 2022. Krabloonik disputed the default and Lease termination. Ultimately, the Town and Krabloonik brought claims against each other in Pitkin County District Court Case Nos. 2022CV030113 and 2022030110, in which the Town sought to evict Krabloonik. The Parties now wish to settle the lawsuits and potential claims.

Accordingly, the Town and Krabloonik entered a Settlement Agreement in principle, which is subject to Town Council approval. The Settlement Agreement results in the responsible wind down of the Krabloonik dog sledding operation over one final season pursuant to a “wind down plan” with Town oversight. The health and safety of the dogs is the primary focus in the settlement. Following the final season, the property will be remediated and surrendered to the Town and Krabloonik will relinquish any further right to possession and its option to purchase the property.

If approved, the Settlement Agreement will end the lawsuits, settle all claims between the parties, and provide for the wind down of operations as described above. If not approved, the Town will proceed with litigation and reschedule a possession hearing under its eviction claim.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Approve the Resolution approving the Settlement Agreement

OR

Deny the Resolution approving the Settlement Agreement.

STAFF RECOMMENDATION:

Town Staff recommends approval of the Settlement Agreement, as it ensures the proper care for the Krabloonik dogs and allows the Town to retain ownership of the Town property.

Town Staff recommends that Town Council make a motion to approve Resolution No.19, Series of 2023 A Resolution Approving a Settlement Agreement with Krabloonik, Inc.

ATTACHMENTS:

Resolution No. 19, Series of 2023
Settlement Agreement - Krabloonik

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 19
SERIES OF 2023**

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH
KRABLOONIK, INC.**

RECITALS

- A. The Town of Snowmass Village, Colorado (“TOSV” or the “Town”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the “Charter”).
- B. The Town and Krabloonik, Inc. were parties to a Revised and Amended Krabloonik Lease and Option effective June 1, 2015 (the “Lease”) for the lease of certain property owned by the Town to Krabloonik for a dog sledding operation, kennel, and restaurant.
- C. As a result of certain disputes arising under the Lease, the Town and Krabloonik brought claims against each other in Pitkin County District Court Case Nos. 2022CV030113 and 2022030110.
- D. The Parties wish to resolve their disputes and claims against each other by entering a Settlement Agreement in the form enclosed as **Exhibit A**.
- E. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and the Settlement Agreement. The Town Council finds and determines that this Resolution is reasonable and necessary to promote the legitimate public purposes of public health, safety, and welfare.

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
- 2. Settlement Agreement – Krabloonik. The Town Council hereby approves the Settlement Agreement in the form set forth in **Exhibit A**. Further, the Town Council ratifies and authorizes the Town Manager’s execution of the Settlement Agreement.
- 3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby

ratified, approved, and confirmed.

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

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the 10th day of July, 2023, by a motion made by Council Member _____ seconded by Council Member _____, and by a vote of ____ in favor and ____ opposed.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is dated **June 24, 2023** (the "Effective Date"), by and between Krabloonik Incorporated ("Krabloonik") on the one hand; and the Town of Snowmass Village, Colorado, a Colorado home-rule municipal corporation (the "Town") on the other hand. The parties to this Agreement sometimes are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. WHEREAS, Krabloonik operates a dog sledding operation, kennel and restaurant located on real property owned by the Town;

B. WHEREAS, Krabloonik and Town were parties to the Revised and Amended Krabloonik Lease and Option (the "Lease") effective the 1st day of June, 2015

C. WHEREAS, Town has declared Krabloonik in default of the Lease and that the Lease was terminated effective 1 November 2022;

D. WHEREAS, Krabloonik disputes that it defaulted, and states that even if it defaulted that it cured the default under the terms of the Lease;

E. WHEREAS, Krabloonik and Town are parties to Pitkin County District Court Case No. 2022CV030113 (the "F.E.D. Action") and Pitkin County District Court Case No. 2022CV030110 (The "Dec. Action") (collectively the "Lawsuits");

F. WHEREAS, the Parties now desire to settle the Potential Claims between them as specified in this Agreement;

G. WHEREAS, the Parties wish to cooperate in good faith to ensure that the dog sledding operation and kennel are wound down in a safe, humane, and ethically correct manner that ensures that Krabloonik's dogs are adopted out where possible and that all reasonable efforts are taken to avoid euthanasia, and which allows Krabloonik to responsibly wind down and close operations over one final season of operation after the execution of this Agreement - any enforcement of this Agreement shall be performed taking into account these explicit intentions of the Parties in construing the Agreement;

H. WHEREAS, the Parties' willingness to enter into this Agreement is not an admission of any wrongdoing or liability by either Party, and each Party specifically denies any wrongdoing or liability to the other.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Adoption of Recitals.** The **Parties** agree that the Recitals set forth above are true and accurate and incorporated herein.

2. **Terms to Wind Down Krabloonik Operations:**

- a. Notwithstanding that the **Town** claims the Lease was terminated, each Party agrees that **Krabloonik** may occupy the Premises through 1 June 2024 under the provisions of the Lease identified and/or recited below and other conditions set forth herein.
- b. **Krabloonik** and the **Town** specifically affirm and agree that the following provisions shall control **Krabloonik**'s right to occupy the Premises:
- c. The Term and Renewal provision in paragraph 1 is terminated.
- d. Through 1 June 2024, **Krabloonik** may continue to occupy the Premises as defined in the Lease. The Inclusions consist of all improvements on the Premises and all fixtures and equipment located upon or within the improvements.
- e. No additional rent is due. The consideration for **Krabloonik**'s right to occupy is this **Agreement**.
- f. **Krabloonik** shall not occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purpose except as a restaurant and sled dog kennel and sled dog operations.
- g. **Krabloonik** shall use good faith to operate the Restaurant during the dog sledding season, and when there is an absence of reservations, Krabloonik has discretion as to when it will remain open.
- h. Except where prevented by weather or other circumstances beyond the control of Tenant, the **Krabloonik** kennels and dog sled operation shall be open for business at least one hundred (100) days between November 1, 2023 and March 31, 2024.
- i. **Krabloonik** shall pay all expenses relating to Utilities.
- j. Sections 6(a) through (d), 8 and 9 of the Lease shall apply to this **Agreement**. **Krabloonik** shall surrender the Premises on or before 1 June 2024.
- k. Upon its surrender of the Premises, **Krabloonik** shall remove all remaining dogs, dog waste, all of its personal property, and shall remove any hazardous materials and facilities used for the storage or handling of hazardous materials from the Premises and restore the affected areas by repairing any damage caused by the installation or removal of the hazardous materials facilities and shall take any and all actions necessary to comply with all government and other regulatory agencies having jurisdiction over the Premises as to hazardous materials. Hazardous waste is waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment. The septic and propane tanks shall be emptied, but do not need to be removed. Following such removal of the foregoing items, **Krabloonik** shall certify in writing to Landlord that all such removal is complete. After inspection and reasonable notice by the Landlord to **Krabloonik** that **Krabloonik** has failed to comply with this Section, then until such time as **Krabloonik** has fulfilled

all the requirements of this Paragraph **Krabloonik and its owners**, shall be liable to the **Town** for liquidated damages in the amount of \$5,000.00 per month for the **Town**'s loss of use of the Premises by **Krabloonik**'s failure to leave the Premises in the condition required by this paragraph and paragraphs 8 and 9 of the Lease. Liquidated damages for loss of use are appropriate as the parties are unable to calculate with reasonable certainty the loss of use damages the **Town** may suffer. The Parties agree that the liquidated damages amount is a reasonable forecast of the **Town**'s expected loss of use damages.

- l. **Krabloonik** shall comply with the Best Practices identified in **Exhibit 1** Town Priorities of Section 10 of the Lease, the practices identified in **Exhibit 2** to this **Agreement**, which is the *Action Moving Forward Plan for Krabloonik's Best Practice Committee* dated September 28, 2022. In addition to the foregoing requirements, **Krabloonik** shall cause and ensure that the dogs in its care shall receive no less than three hours of off-tether time per week during the off-season which is defined as any period of time that the sled dog operations are not occurring and includes but is not limited to any time prior to 1 November 2023 or after 31 March 2024, though dogs which receive exercise during the pre-season training period pulling vehicles rather than dog sleds shall also be exempt from the off-tether requirement. Any dogs not being utilized for sled pulling during the sledding season shall continue to receive 3 hours of off-tether time unless a veterinarian has certified that to do so would be harmful to the animal.
- m. To ensure that **Krabloonik** is complying with the off-tether requirement, **Krabloonik** shall have its kennel manager or a musher who supervised the off-tether print and sign their name to records for each dog showing the free running of each dog, or group of dogs, when off-tether is performed; if for some justifiable reason off-tether time does not occur, the basis shall be similarly documented.
- n. The signed records will be emailed or hand-delivered to the **Town** every two weeks.
- o. **Krabloonik** shall record and maintain videos showing sufficient information to confirm that dogs are being let off-tether to free run. Said videos shall generally be made for each day dogs are off-tether, circumstances permitting, but do not need to document every instance of free running. The videos shall be viewable upon request within a reasonable time via Zoom or other video link by the **Town**, including its attorneys. The **Town** shall not create copies of the videos, but said videos shall be maintained by **Krabloonik** through 1 September 2024. To the extent permitted by the Colorado Open Records Act (C.R.S. § 24-72-201, *et seq.*), the videos shall be kept confidential and not subject to public disclosure. The videos are the property of Krabloonik and are not created as a record for the Town.
- p. Within 30 days of this **Agreement**, **Krabloonik** shall provide the **Town** a "Wind Down Plan" which shall include plans for the humane adoption-out of dogs, potential euthanization of dogs, number of dogs needed to operate the dog-sledding business, and for the ultimate closure of the dog-sledding business.

- q. **Krabloonik** will immediately upon the execution of this **Agreement** begin reducing the number of dogs on the Premises. **Krabloonik** shall work with qualified third parties, including but not limited to trained Sled Dog Mushers, Sled Dog Musher Organization, animal shelters and individuals to adopt out its senior/retired dogs that are not used in its sledding operations. **Krabloonik** shall demonstrate and provide records to the Town on the first of each month after this **Agreement** is executed demonstrating all such good faith efforts to reduce the number of dogs on the Premises through adoption.
- r. **Krabloonik** may euthanize dogs that are injured, sick, or otherwise determined to be appropriate for euthanization, only upon review and approval of a veterinarian retained, and paid for, by the Town who agrees such euthanization is appropriate. Such Veterinarian shall provide an opinion about whether such dogs may be euthanized within three days of a request from Krabloonik, or by other such process as agreed by Krabloonik and the veterinarian. This approval by the **appointed veterinarian** provision is subject to such exigent circumstances where a dog could suffer significant pain or suffering by delaying the approval of a euthanization. Upon such approval by **said veterinarian**, dogs shall be euthanized in a reasonably prompt time thereafter but not later than 30 days after such a determination. All euthanization shall be performed by a CO licensed veterinarian and all records of euthanization shall be duly kept and provided to the Town. **Krabloonik** shall rehome or, where appropriate, euthanize all dogs subject to this provision by not later than November 1, 2023 or it shall forfeit the right to operate its sled dog operations until it has complied with this provision.
- s. **Krabloonik** may otherwise keep as many dogs as required in its discretion to have a successful final season.
- t. **Krabloonik** will complete responsibly re-homing the remaining dogs used for sled dog operations by June 1, 2024 or shall take any remaining dogs with it upon the surrender of the Premises.
- u. **Krabloonik** shall pay **Town** all real estate taxes assessed to the Premises through June 1, 2024. The Parties anticipate that the Premises will be exempt from real estate taxes because it is owned by a municipality, but that **Krabloonik** will be responsible for the payment of property taxes based upon its personal property and/ or leasehold improvements. **Krabloonik** shall also reimburse **Town** for the cost incurred by **Town** for its casualty and liability insurance for the Premises, if any. At such time as **Town** is able to determine the amount of real estate taxes and insurance reimbursement for which **Krabloonik** is responsible, **Town** shall provide **Krabloonik** with a statement of such expenses. **Krabloonik** shall provide payment of the amount due within thirty (30) days following receipt of such a statement. The obligation to reimburse real estate taxes and insurance expenses shall survive the expiration of right to occupy the Premises. This provision is a continuation of Section 5 of the Lease, and shall be construed and enforced consistent with past practice.
- v. **Krabloonik** hereby relinquishes, surrenders, and agrees it shall have no further interest in the right to the purchase option in the **Lease** and agrees it will surrender the Premises no later than 1 June 2024.

- w. **Krabloonik** agrees to the issuance of a writ of restitution of possession to the **Town** in the F.E.D. action, which writ's execution shall be held in abeyance until and only after "Krabloonik's Final Season", or upon a default by **Krabloonik** of the terms of this **Agreement**. In the event of such default, the **Town** shall have the immediate right to execute the writ of restitution of possession of the Premises, after reasonable notice, opportunity to cure, and a proven failure to cure. If **Krabloonik** does not vacate the Premises by June 1, 2024, the Town may exercise the writ without notice for further proceedings.
- x. **Krabloonik** hereby grants, conveys, and quitclaims to the **Town** any right, title, or interest it may have in the Premises, except for its continued, limited right to occupy the Premises pursuant to this **Agreement**.
- y. The **Town** will agree to cooperate with **Krabloonik** to market and support the Sled Dog Operations in a similar manner as years past over the 2023/2024 winter season so long as **Krabloonik** is in compliance with the terms of this **Agreement**.
- z. **Krabloonik** hereby avers and states it has not caused any portion of the Premises to be encumbered by any lien or encumbrance whatsoever. **Krabloonik** shall not permit any lien to be asserted or filed against the Premises and shall be solely responsible for the payment of any utility charges, expenses, or other costs incurred for or as result of its use of the Premises. In the event such amounts or asserted, the **Town** shall have the right but not the obligation to pay such amounts and collect such amounts from **Krabloonik**, including by filing a lawsuit.
- aa. The Parties agree not to disparage one another.
- bb. The Town or its representatives may inspect the Premises during business hours, or at any time upon reasonable request.
- cc. **Krabloonik** shall comply with all laws (Section 12 and 17 of the Lease), with the understanding that complying with PACFA regulations includes engaging in the notice and cure periods provided by PACFA.
- dd. For all of the foregoing requirements, **Krabloonik** is entitled to reasonable written notice of a purported violation, and 14 days within which to cure the violation.

3. **Dismissal of Lawsuits.** Upon full execution of the **Agreement**, the parties agree to vacate the hearing scheduled on July 5, 6 and 7. Upon approval of the **Agreement** by the **Town's** Council, the **Dec. Action** shall be dismissed with prejudice. The F.E.D. action shall be stayed until **Krabloonik** vacates the premises on or before 1 June 2024, and complies with the obligations set forth in paragraph 2(i)-(k), after which the F.E.D. action shall be dismissed with prejudice.

4. **Mutual Release of Claims.** The Parties (and their respective owners, shareholders, members, directors, officers, managers, employees, representatives, insurers, agents, affiliates, representatives, successors, heirs, assigns, accountants, attorneys, and all their respective other related parties) hereby mutually, irrevocably, and unconditionally and fully waive, release, acquit, and forever discharge each other (and their respective spouses, tenants, co-tenants, owners, shareholders, members, directors, officers, managers, employees, representatives, insurers, agents,

affiliates, representatives, successors, heirs, assigns, all other related parties, and all other potentially named parties) (respectively, collectively, and separately, the “Released Parties”) from any and all claims, demands, actions, causes of action in law and/or equity, damages, liabilities, loss of services, expenses, costs, taxes, attorney fees, compensation, and/or obligations of any kind and nature whatsoever, WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED, DISCOVERED OR UNDISCOVERED, DISCOVERABLE OR UNDISCOVERABLE, FORESEEN OR UNFORESEEN, FOR EVENTS THAT OCCURRED PRIOR TO OR AS OF THE EFFECTIVE DATE HEREOF **EXCEPT AS SPECIFICALLY NOTED HEREIN**, related to the Claims (the term “related to” shall be interpreted to its maximum breadth). Each Party acknowledges, understands, and agrees that they may have suffered damages that are unknown and/or undiscovered at the time of execution of this **Agreement**, each Party may discover facts different from, or in addition to those, which they now know or believe to be true with respect to the claims released above, each Party is assuming the risk of unknown/undiscovered facts and any mistake of fact that might be associated with the execution and entering into of this **Agreement**, such UNKNOWN/UNDISCOVERED/MISTAKEN DAMAGES ARE RELEASED HEREBY, and each Party agrees that this **Agreement** and the broad releases herein shall be and remain binding and fully enforceable in all respects, notwithstanding such different or additional facts or the discovery thereof. Each Party agrees it will not assert, attempt, or claim to void or reform the broad release of all known, unknown, discovered, undiscovered, foreseeable, and/or unforeseeable claims under this **Agreement**. The Parties’ respective releases under this **Agreement** applies to all forms and types of claims and/or damages including, but not limited to, actual damages, economic damages, compensatory damages, consequential damages, and/or claims for punitive damages or penalties.

5. **Reserved Claims.** The Parties hereby agree, notwithstanding Paragraph 3 above, that each Party reserves all claims for breach of this **Agreement**, and claims related to any events that occur after the Effective Date hereof.

6. **Written Settlement.** The **Parties** intend this **Agreement** to be a final written document which qualifies as an exception to the exclusions under Colorado’s Rules of Evidence.

7. **No Admission of Liability or Wrongdoing.** The **Parties** agree that nothing contained herein shall be construed as an admission of liability or wrongdoing on the part of any **Party**, and each **Party** specifically denies any wrongdoing or liability to the other.

8. **Informed Decision; Legal Counsel; Representations.** Each **Party** acknowledges and represents the following: Each **Party** is represented by an attorney and has received the advice and counsel from their attorney as to the contents and consequences of this **Agreement**. This **Agreement** is the result of negotiation between the **Parties**. Each **Party** has reviewed this **Agreement** in its entirety. Each **Party** understands the meaning of each term of this **Agreement** and the consequences of signing this **Agreement**. Each **Party** enters into this **Agreement** knowingly and voluntarily with full understanding that it is giving up legal rights by signing this **Agreement**. Each **Party** has made such investigation of the facts and the law pertaining to the matters discussed herein as it deems necessary. Each **Party** assumes the risk of unknown facts and any mistake of fact that might be associated with the execution and entering into of this **Agreement**.

9. **Accord and Satisfaction.** Upon complete payment of the full **Settlement Sum**, this **Agreement** is intended to operate as an ACCORD AND SATISFACTION of the claims and damages between the **Parties**. The **Parties** acknowledge that they may hereafter discover facts different from, or in addition to those, which they now know or believe to be true with respect to the claims released above and agree that this **Agreement** shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery thereof.

10. **Amendment.** No amendment, change, or modification of this **Agreement** will be valid or binding unless the same is in writing and signed by authorized representatives of all the **Parties**.

11. **Authority.** **Krabloonik** covenants, represents, and warrants that Danny Phillips and Gina Phillips are the sole and 100% owners of **Krabloonik**, and they have full authority to execute this **Agreement** for themselves and on behalf of **Krabloonik**, and no other person or entity is necessary for the authorization or execution of said documents by **Krabloonik**. Each **Party** covenants and represents that it is fully authorized to enter into this **Agreement** and to carry out the obligations provided for in this **Agreement**. Where a person has executed this **Agreement** on behalf of a **Party** that is a business entity, that person covenants, warrants, and represents that he or she is authorized to do so by that **Party**.

12. **Complete Agreement.** This **Agreement** (including the attachments incorporated by reference hereto) contains the complete agreement between the **Parties** with respect to the subject matter hereof, and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, which may have related to the subject matter thereof in any way.

13. **Costs of Agreement.** Each **Party** shall be solely responsible for its own respective legal fees and expenses in connection with and/or related to the contents, subject matter, negotiation, and execution of this **Agreement** and the **Lawsuits**.

14. **Counterparts.** This **Agreement** may be executed in multiple parts and by any number of counterpart signature pages and may be exchanged by electronic or any other means, all of which taken together constitute one and the same original **Agreement** with the same effect as if each of the signatures were originals affixed to the same instrument. This **Agreement** becomes effective only upon its full execution, but after full execution, is effective as of the **Effective Date**. Facsimile, electronic, or scanned signatures shall be deemed original signatures for all purposes.

15. **Drafter.** The **Parties** are each represented by legal counsel and participated jointly and fully in the review and revision of this **Agreement**. The **Parties** agree the language of this **Agreement** will not be construed presumptively against any of the **Parties**, drafter or otherwise.

16. **Jurisdiction; Governing Law; Litigation; Attorney's Fees.** In the event of any legal action to enforce this **Agreement**, the **Parties** agree that exclusive venue and jurisdiction for any such action shall be in a court of competent jurisdiction in **Pitkin County**, Colorado, and the parties consent to such venue and jurisdiction. This **Agreement** and the interpretation hereof shall

be governed exclusively by Colorado law. The Parties waive any right to a jury. The prevailing party in an action to enforce this Agreement is entitled to recovery of all its costs, expenses, and attorney fees.

17. No Assignment of Claims. The Parties warrant that they have not entered into any prior assignments or transfers of any rights or claims that they may have relating in any way to the claims released in this Agreement. No Party hereto shall assign, transfer, or convey any rights hereunder without the prior written consent of all Parties; and any assignment without such consent is void *ab initio*.

18. Notices. All notices, requests, consents, or other communications permitted or required to be given pursuant to this Agreement must be either hand delivered, sent via email, or by mail with tracking information, or as otherwise required by law. Notices will be deemed effective upon hand delivery or upon email transmission to the other Party, or, if sent via mail, then on the date of delivery as specified in the tracking information, or if sent pursuant to law, on the date specified by law.

19. Severability. A determination by a court of competent jurisdiction that any part of this Agreement is illegal or unenforceable will not cancel or invalidate the remainder of such part or this Agreement, instead the Agreement shall be amended to the smallest degree possible to effectuate its purpose and the Parties' intentions absent the illegal or unenforceable provision, and the remainder of the provision and this Agreement shall remain in full force and effect.

20. Survival. In addition to all the specific references for survival elsewhere in this Agreement, each Party's respective covenants, representations, warranties, indemnifications, obligations, and/or duties under this Agreement, if any, which remain undischarged as of or by their nature can be performed only after the Effective Date will survive and remain binding and enforceable upon the Parties (respectively) to the full extent necessary to effectuate the intents and purposes of this Agreement and the transactions contemplated under this Agreement.

21. Waivers. The waiver by one or more of the Parties one or more times of a breach of any part of this Agreement is not a waiver of the breach of any other part of this Agreement nor of a subsequent breach of the one waived. No delay or omission on the part of either Party in requiring performance by the other or in exercising any right hereunder shall operate as a waiver of any provision hereof or of any right or rights hereunder. No waiver shall be valid or enforceable unless evidenced in writing signed by the Party providing the waiver.

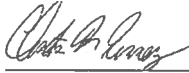
The Parties, by signing below, agree they have carefully read the above Agreement and its attachments, and knowingly and voluntarily enter into and agree to same. The parties further acknowledge that this Agreement is subject to approval by the Town council.

****Signatures on following page****

KRABLOONIK, INCORPORATED

By its President, _____

TOWN OF SNOWMASS VILLAGE



By its Town Manager, Clinton M. Kinney

GINA PHILLIPS, INDIVIDUALLY AS OWNER AS TO LIQUIDATED DAMAGES
CLAUSE

DANIEL PHILLIPS, INDIVIDUALLY AS OWNER AS TO LIQUIDATED DAMAGES
CLAUSE

Approved as to Form:

Attorney for Town of Snowmass Village:
James F. Fosnaught, #31820
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Attorney for Krabloonik, Inc.:
John Mallonee, Atty. Reg. #46942
BALCOMB & GREEN, P.C.
818 Colorado Avenue
Glenwood Springs, CO 81601

20230622Settlement Agreement.Final

Final Audit Report

2023-06-23

Created:	2023-06-23
By:	Hannah Thimsen (hts@mountainlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADuCotL3Wf5obMjPcXdVO3gCynb-_aAox

"20230622Settlement Agreement.Final" History

-  Document created by Hannah Thimsen (hts@mountainlawfirm.com)
2023-06-23 - 2:19:13 PM GMT- IP address: 208.72.65.28
-  Document emailed to Clint Kinney (ckinney@tosv.com) for signature
2023-06-23 - 2:20:12 PM GMT
-  Email viewed by Clint Kinney (ckinney@tosv.com)
2023-06-23 - 2:28:04 PM GMT- IP address: 198.136.190.5
-  Document e-signed by Clint Kinney (ckinney@tosv.com)
Signature Date: 2023-06-23 - 2:29:40 PM GMT - Time Source: server- IP address: 198.136.190.5
-  Agreement completed.
2023-06-23 - 2:29:40 PM GMT



Adobe Acrobat Sign

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

July 17, 2023

AGENDA ITEM:

Executive Session

PRESENTED BY:

Clint Kinney, Town Manager

BACKGROUND:

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

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Convene in Executive Session
Choose not to convene in Executive Session

STAFF RECOMMENDATION:

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

- a) To discuss personnel matters, except if the employee who is the subject of the session has requested an open meeting, pursuant to C.R.S. 24-6-402(4)(f)(I) and Snowmass Village Municipal Code Section 2-45(c)(6), more specifically related to: Performance Review of Town Attorney

Provided, there is an affirmative vote of two-thirds of the quorum present at this meeting to hold an Executive Session and for the purpose of considering items (a) above.
Provided further, that no adoption of any proposed policy, position, resolution, regulation, or formal action shall occur at this Executive Session.

ATTACHMENTS:

N/A

Town Council will now meet in Executive Session pursuant to C.R.S. 24-6-402(4) and Snowmass Village Municipal Code Section 2-45(c) for the following purpose:

- a) To discuss personnel matters, except if the employee who is the subject of the session has requested an open meeting, pursuant to C.R.S. 24-6-402(4)(f)(I) and Snowmass Village Municipal Code Section 2-45(c)(6), more specifically related to: Performance Review of Town Attorney

Provided, there is an affirmative vote of two-thirds of the quorum present at this meeting to hold an Executive Session and for the purpose of considering item (a) above. Provided further, that no adoption of any proposed policy, position, resolution, regulation, or formal action shall occur at this Executive Session.