

101 Midland Avenue, Basalt, CO 81621

Meeting Date: February 9, 2016
Location: Town Council Chambers

Time: 5:30 PM

TOWN COUNCIL MEETING AGENDA

5:30 1. Call to Order (Mayor Whitsitt)

5:31 2. Roll Call (Pam Schilling)

5:32 3. Worksessions:

- A. Our Town Planning Worksession – Basalt River Park with POST & P&Z (Susan Philp)
- B. Our Town Planning Worksession – Zoning for OTP area with P&Z (Susan Philp)

6:30 4. Resolution:

4A. Resolution No. 04, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Responding to the Citizen Petition Reviewed by the Council at its January 26, 2016 Council Meeting Concerning Purchase of the CDC Property (Mike Scanlon)

Motion to consider:

Mayor, I move that the Town Council Approve Resolution No. 04, Series of 2016.

6:50 Break

7:00 5. Consent Agenda (Mayor Whitsitt)

No Items Scheduled

6. Council Comments, Reports, Disclosures

7. Citizen Comments: for Items Not on the Agenda and Items Added to the Agenda
After the Deadline

7:15 8. RESOLUTIONS

8A. Resolution No. 05, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Authorizing the Town Clerk to Appoint Judges of Election for the Regular Municipal Election To Be Held Tuesday, April 5, 2016 (Pam Schilling)

Motion to consider:

Mayor, I move that the Town Council Approve Resolution No. 05, Series of 2016.

8B. Resolution No. 06, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Authorizing Borrowing on a Line of Credit for the Purpose of Purchasing Affordable Housing for the Town of Basalt, Colorado (Judi Tippetts)

Motion to consider:

Mayor, I move that the Town Council Approve Resolution No. 06, Series of 2016.

8C. Resolution No. 07, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Finding the Petition for Annexation for the Property known as the Stott's Mill Annexation in substantial Compliance with the Requirements of the Municipal Annexation Act and Setting the Date of the Annexation Eligibility Hearing (James Lindt)

Motion to consider:

Mayor, I move that the Town Council Approve Resolution No. 07, Series of 2016.

8D. Resolution No. 08, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Related to a Restated Town Manager's Agreement

Motion to consider:

Mayor, I move that the Town Council Approve Resolution No. 08, Series of 2016.

7:30 9. FIRST READINGS OF ORDINANCES:

9A. First Reading of Ordinance No. 07, Series 2016: An Ordinance of the Town Council of Basalt, Colorado, Granting a Franchise by The Town of Basalt, Basalt, Colorado, to Rocky Mountain Natural Gas LLC, A Colorado Limited Liability Company with its Principal Place of Business at 600 12th Street, Suite 300, Golden, Colorado, 80401 (**Regulator Station**) (Judi Tippetts)

Motion to consider:

Mayor, I move that the Town Council Approve Ordinance No. 07, Series of 2016 on First Reading; Set Public Hearing and Second Reading for February 23, 2016.

9B. First Reading of Ordinance No. 08, Series of 2016: An Ordinance of the Town Council of Basalt, Colorado, Granting a Franchise by The Town of Basalt, Basalt, Colorado, to Rocky Mountain Natural Gas LLC, A Colorado Limited Liability Company with its Principal Place of Business at 600 12th Street, Suite 300, Golden, Colorado, 80401 (**Town Border Station**) (Judi Tippetts)

9B. Motion to consider:

Mayor, I move that the Town Council Approve Ordinance No. 08, Series of 2016 on First Reading; Set Public Hearing and Second Reading for February 23, 2016.

9C. First Reading of Ordinance No. 09, Series of 2016: An Ordinance of the Town Council of Basalt, Colorado, Granting a Franchise by The Town of Basalt, Basalt, Colorado, to Rocky Mountain Natural Gas LLC, A Colorado Limited Liability Company with its Principal Place of Business at 600 12th Street, Suite 300, Golden, Colorado, 80401 (**Pipelines**) (Judi Tippetts)

Motion to consider:

Mayor, I move that the Town Council Approve Ordinance No. 09, Series of 2016 on First Reading; Set Public Hearing and Second Reading for February 23, 2016

7:40 10. EXECUTIVE SESSION:

Motion to consider:

Mayor, I move that the Town Council enter Executive Session for the purpose of A conference with our attorney for the purpose of receiving legal advice on specific legal questions in accordance with C.R.S. 24-6-402(4)(b); and Determining positions relative to matters that are or may become subject to negotiations in accordance with C.R.S. 24-6-402(4)(e).

11. INFORMATION AND CORRESPONDENCE:

NO ACTION REQUIRED BY THE TOWN COUNCIL

- a. Accounts Payable
- b. Advanced Agendas
- c. Correspondence to the Town

12. ADJOURNMENT

TOWN OF BASALT WORKSESSION	Date: February 9, 2016 From: Susan Philp, Planning Director
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SUBJECT: Our Town Planning Worksession with POST and P&Z regarding the planning for the Basalt River Park

RECOMMENDATION: Check-in on POST's progress for Planning the Basalt River Park

DETAIL:

POST has had several meetings with DHM to develop the Conceptual River Park Plans. See attached timeline.

POST directed the plans based on the vision and guiding principles which initially came out of the DAAC report and from several resolutions adopted by the Town Council. Resolutions Nos. 19, 34 and 55 supported the efforts of the POST Committee and informed POST of the area to include in the River Park Plans and the building and park interface.

Suzanne Jackson and Julie Kolar from POST will take the lead in describing the major elements of the Basalt River Park Conceptual plans. The rest of the Committee will provide support and add information during the discussion with Council and the P&Z. The Conceptual Park Plans and diagrams are attached. DHM has also compiled other slides to use at the worksession to summarize the evolution of the current Conceptual River Park Plans and assist in answering other questions that could come up in the Worksession.

Following the two OTP Worksessions, Staff proposes the Council consider approving a Council resolution addressing the above items and responding to the citizen petition the Council reviewed at its January 26th meeting. POST also plans on hosting an Open House to inform the public of the proposed plans. Land use approvals will also be scheduled at the appropriate time.

Related Town Statute and or Town Actions: DAAC Report, 2014 Town of Basalt "Our Town" Planning Survey; Town Council Resolution No. 03, Series of 2015 outlining the next steps in the Our Town planning process; 2015 Basalt Council Work Plan; Resolution No. 19, Series of 2015 identifying the potential buildings and park plan; Resolution No. 34, Series of 2015 providing additional direction to the POST and others; Resolution No. 55, Series of 2015 also providing additional direction to POST and others.

LIST OF ATTACHMENTS:

A	Basalt River Park: Conceptual Design Timeline
B	Conceptual River Park Plans

Basalt River Park: Conceptual Design Timeline

June 16th 2015- Programming studies for the polygon area were presented to P&Z along with conceptual imagery illustrating different use types. The products were presented in conjunction with proposed updates to the 2007 Master plan and Our Town Sub Area plan. Activities coincided with P&Z discussion related to zoning and land use on the CDC parcel.

July 8th 2015- The programming studies and conceptual park imagery were presented to POST along with the preliminary energy flow diagrams. These diagrams took a step back by illustrating options for site circulation, programming and activity nodes throughout the park site (not just the polygon). The studies also included Lions Park in the planning area, taking direction from the DAAC concept map. Comparative park areas were also presented to provide a sense of scale for the project area.

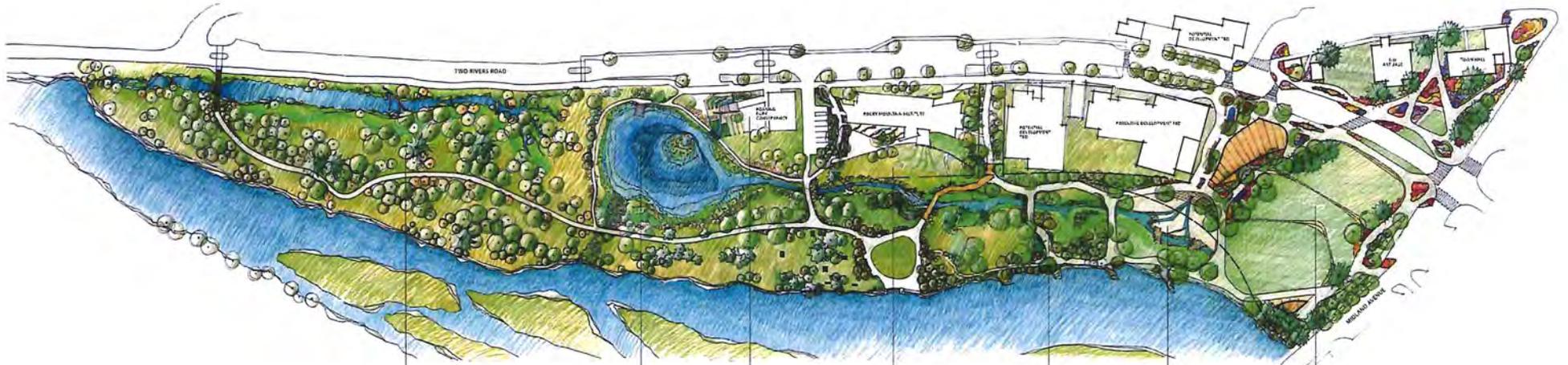
July 28th 2015- POST, P&Z and Council Work Session. Preliminary ideas and progress related to the park planning process were presented to Council. Graphics from the June and July meetings with POST and P&Z were presented. Council gave direction to POST to move forward with the conceptual design for the river park.

September 30th 2015- POST site visit with site planning activity. POST members were provided with a blank map of the project area and a list of site programming options to be ranked and placed on the site.

October 21st 2015- POST meeting . Results of the site plan activity were presented. Consensus was reached among the group on preferred programming options and on general locations where the programming options would be appropriate. Additional concept imagery was presented to the group based on feedback from the site plan activity.

November 18th and November 24th 2015 - Conceptual park design was presented to POST members for feedback. Presentation included 2 plan options as well as perspective renderings of the event lawn, children's play area and Jetty area.

January 27th 2016- POST meeting to review updates to the conceptual park design based on feedback from previous meeting. New products included an expanded plan graphic illustrating the network of park space on the north side of the river and an additional cross-section graphic of the river's edge. Plans for improvements at Old Pond Park associated with the development at the Roaring Fork Conservancy site were also presented. The plans included accessible trails and a fishing pier to expand fishing opportunities in the park for a wide range of ages and abilities.



BACKWATER PRESERVE
 The waterfront of the adjacent preserve will be kept intact and restored. The trail will create a continuous route through the heart of town.

OLD POND PARK / ROARING FORK CONSERVANCY
 The Roaring Fork Conservancy is in the process of creating a new visitor and education center. Landscaping will include a wetland demonstration garden, teaching platforms, great terraces, and areas for the adjacent Old Pond Park. The wetland edge of Old Pond Park will be restored and enhanced, creating multiple uses for hiking activity.

ROCKY MOUNTAIN INSTITUTE / OLD POND PARK WATERFRONT
 The Rocky Mountain Institute building is complete. Landscaping for the adjacent high-quality viewshed is in progress. The trail through the garden. Planting palette refers to the river and surrounding area. The plan includes paths, views, traditional standards, trails, and fishing areas.

PARK WETLANDS
 Existing wetlands have been protected through a series of boundaries and walkways. The paths will be able to better enjoy the high-quality view.

CHILDRENS PLAY AREA
 The play area will allow for children's play area, including a large event space, garden, play area, and a water feature.

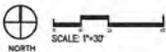
TOWN OF BASALT RIVER PARK
 The Basalt River Park will allow for a diversity of activities, including a large event space, garden, play area, and a water feature. The park is designed to allow for a variety of activities, including a large event space, garden, play area, and a water feature.



BASALT RIVER PARK SITE PLAN
 Basalt River Park
 2015.02.25



**PRELIMINARY CONCEPT
PLANS AS PRESENTED
TO POST FOR DESIGN
FEEDBACK ON 11/18/15**



SITE PLAN - OPTION 1

NOVEMBER 2015



**PRELIMINARY CONCEPT
PLANS AS PRESENTED
TO POST FOR DESIGN
FEEDBACK ON 11/18/15**



SITE PLAN - OPTION 2
NOVEMBER 2015





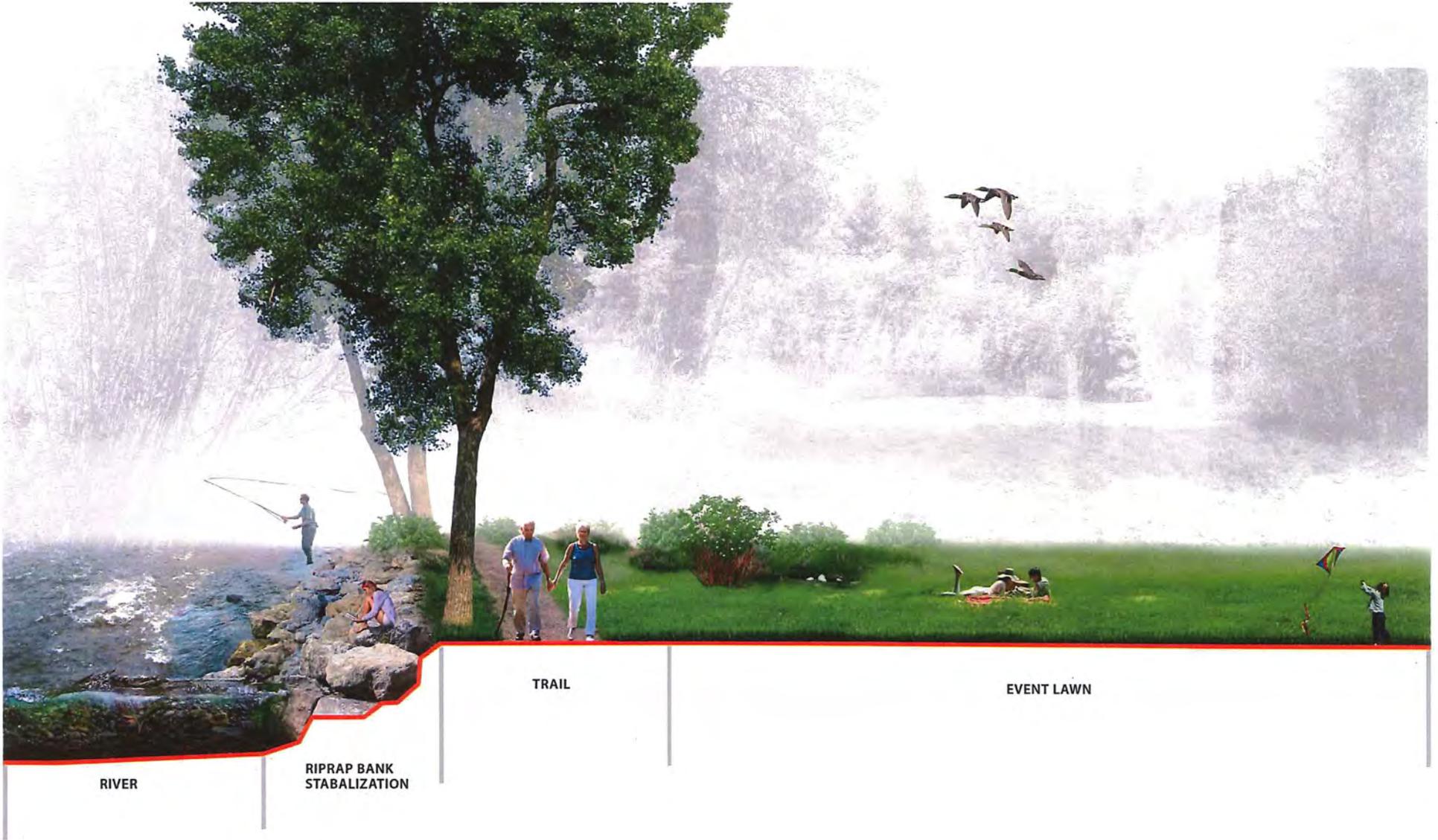
LAWN

WATER CHANNEL

CHILDREN'S PLAY AREA

STONE STEPS

NOTE: BUILDING MASSING SHOWN IN BACKGROUND IS FOR ILLUSTRATIVE PURPOSES ONLY. COUNCIL HAS YET TO DETERMINE THE APPROPRIATE MASSING.





**TOWN OF BASALT
WORKSESSION**

Date: February 9, 2016
From: Susan Philp, Planning Director

SUBJECT: Worksession with the P&Z on Our Town Planning – Check-in on P&Z's Approach to Zoning the OTP Properties

RECOMMENDATION: Council check-in

DETAIL:

Resolution No. 03, Series of 2015 ("DAAC Report Resolution") adopted by the Council on January 27, 2015 addressed how the Town was going to take the DAAC report onto the next level. Attached to the DAAC Report Resolution was Exhibit A which outlined several activities and identified the party responsible for them. The table is being updated as the Town moves forward in the Our Town Planning Process. (It is attached to the weekly planner's report included on the Planning Department webpage). The P&Z had the following two tasks: 1. Update the 2007 Basalt Master Plan to incorporate the DAAC report and 2. Create the appropriate zoning for the OTP properties.

The P&Z adopted the *Our Town Subarea Plan: an Amendment to the 2007 Basalt Master Plan* on October 20, 2015 and the Council adopted the Plan on November 24, 2015.

The Council has taken several other actions on the Our Town Planning Area. On July 28, 2015, the Council approved Resolution No. 34, Series of 2015. Section 3 of that resolution asked the P&Z to work on the zoning changes necessary to implement the P&Z's recommendations. On November 24, 2015, the Council adopted Resolution No. 55 which directed the P&Z to work toward developing zoning that allows a mix of uses which are both appropriate and complimentary to the park and old downtown area.

The P&Z has been working on the zoning changes. Major outcomes of the P&Z discussion include the following:

1. Modify the Community Serving Commercial (CSC) Zone District for application to all four parcels
2. Modify the definition of what is considered to be Community Serving.
3. Each of the four parcels should have an anchor use
4. Inform Council that P&Z does not want to include a maximum floor area or FAR limitation for the CDC or other OTP properties in the Zoning district, but would prefer to define volumetric and architectural character for each parcel which is tied to the existing urban fabric within downtown Basalt

Dylan Johns, Chair of the P&Z, will present highlights of the P&Z's recommended direction at the Council's February 9th Worksession with the P&Z.

Staff has included the 3 memorandums prepared by Don Elliott, Clarion, along with the Takeaways from the P&Z's January 19th and February 2nd Worksessions.

Following the two OTP Worksessions, Staff proposes the Council consider approving a Council resolution addressing the above items and responding to the citizen petition the Council reviewed at its January 26th meeting.

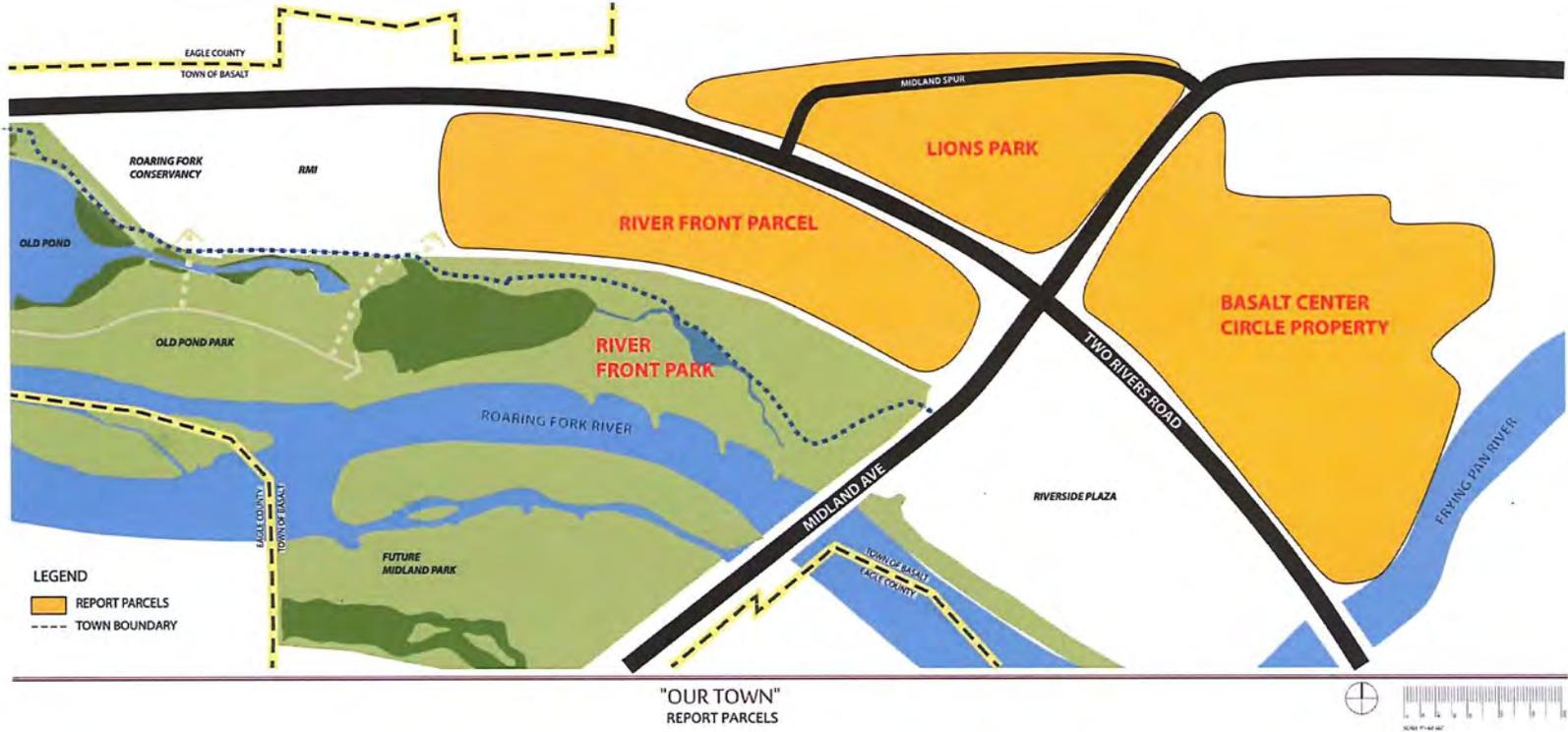
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LIST OF ATTACHMENTS

A	Our Town Planning Parcels from DAAC Report
B	Schedule for Our Town Zoning Process
C	Elliott memorandums 1) February 4, 2016 2) January 15, 2016; 3) August 28, 2015
D	Take Aways from P&Z Discussion : 1) January 19, 2019 and 2) February 2, 2016

Other information can be obtained by reviewing the P&Z packet materials for its January 19th and February 2nd meetings found on the Basalt website <http://www.basalt.net/AgendaCenter>

Our Town Parcels



Revised February 5, 2016

Schedule for Our Town Zoning Process

February 3, 2015	P&Z Work session. Initiate CSC Zone District discussion.
February 17, 2015	P&Z Work session. Discuss applicability of CSC Zone District for CDC parcel and other areas of Downtown.
March 3, 2015	P&Z Work session. Discussion regarding height limits, square footage allocations and land use options as part of CSC Zone District language.
March 17, 2015	P&Z Work session. CSC Zone District and need for a new typology for inclusion in Master Plan Amendment.
April 7, 2015	P&Z Work session. CSC as it pertains to DAAC Report and inclusion in Master Plan Amendment.
August 18, 2015	P&Z Work session. Heads-up that Clarion is analyzing potential CSC Zone District amendments.
September 15, 2015	P&Z Work session. Initial Discussion of Options
October 20, 2015	P&Z PH. Adoption of Our Town Master Plan Amendment
November 24, 2015	Council PH. Adoption of Our Town Master Plan Amendment
January 19, 2016	P&Z Work session. P&Z select Approach for District
February 2, 2016	P&Z Work session. P&Z makes additional decisions regarding District
February 9, 2016	P&Z/Council Work session. P&Z presents concepts, zoning framework to Council. POST also presents river park plans. Council adopts resolution setting additional steps to move forward in response to citizen petition and work to date.
February 23, 2016	Council views model and provides direction on the maximum square footage to be permitted on the CDC parcel. Council adopts resolution providing direction to P&Z. Council confirms development area and square footages
March 15, 2016	P&Z Work session. P&Z reviews draft zoning
March 29, 2016	P&Z/Council. P&Z 2 nd Work session on draft followed presentation to Council to check in before P&Z adoption
April 19, 2016	P&Z Discussion if necessary on outstanding items
May 3, 2016	P&Z Public Hearing and adoption
May 17, 2016	P&Z cont. Public Hearing and adoption if necessary
May 24, 2016	Council. 1 st PH Council on Zoning. Council reaffirms direction from February 23 rd resolution.
June 14, 2016	Council. 2 nd Public Hearing on Zoning
June 28, 2016*	Continue Public Hearing and Adoption

* After this date CDC/Lowe proposes to submit application to rezone property to CSC and for sketch plan review.

** Nothing prevents any of the property owners from asking for Zoning Text Amendments or making an application earlier than proposed schedule above

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Community Planning
 Zoning/Design Standards
 Impact Fees
 Growth Management
 Sustainability



MEMORANDUM

TO: Susan Philp, Town of Basalt Planning Department
FROM: Don Elliott, FAICP, Clarion Associates
DATE: February 4, 2016
RE: Summary of P&Z Conference Call on February 2, 2016

This memorandum summarizes the results of a conference call between Clarion Associates and the Basalt Planning and Zoning Commission (P&Z) to provide Clarion guidance in tailoring the existing CSC District to achieve the goals outlined in the Our Town Master Plan Amendment.

Topic	Subarea			
	Basalt Center Circle Parcel (BCC)	Lions Park	Merino Park	CDC Parcel
What does Community Serving mean in for this parcel and what are potential anchors for that activity or facility	Grocery store	Brewpub	Relocated Town Hall?	Park on the east side end of the site
	Hotel	Destination entertainment/retail to generate traffic along Midland Ave.	Affordable or attainable housing or attainable housing	Some activating use (retail/ beer garden /entertainment/ child/family oriented use) on the Polygon
	Sports Complex Center or Youth Center	Arts Center	The slope, small size, and far-end-of-the-street location seriously constrain reuse	Hotel
		Town Hall		
		Youth Center		
Generally, the site relates to the existing C-2 downtown and could also include some standard C-2 uses	Potential structured parking site to support downtown	Too small to accommodate underground or structured parking	Site is big enough to accommodate several uses and structured or underground parking	
Site is big enough to accommodate structured or underground parking for the public	Site is small enough that it might be difficult to achieve size needed to support underground parking	Incubator use if parking can be provided elsewhere		

Additional topics discussed and points made include the following:

- Some potential uses generate revenues for the Town (entertainment/retail, hotel, grocery store), while others probably require money from the Town to help cover construction and operations.
- Underground parking generally costs 10 times as much as surface parking, and aboveground structured parking costs about 7 times as much as surface parking. Only significant revenue-generating uses can cover those costs, so if other uses are selected as anchors the Town might need to help cover the costs of the parking.
- The Town has some vacancies in downtown Basalt and in Willits. If the Town requires activating ground floor retail or entertainment uses on any of the four Our Town planning properties, it may be unintentionally encouraging tenants to locate in the new development instead of occupying existing vacancies – or could even lead to relocations of existing businesses from downtown to the new developments resulting in more vacancies in this area. Careful thought should be given to how much ground floor retail/entertainment the Town can support – even assuming the new development generates more customers, tourists, or residents.
- Housing was seen as needed in the downtown area, particularly smaller “attainable” units for younger residents (20 to 30 year olds). The BCC parcel could accommodate housing on the upper floors.
- The Town needs to continue to evaluate fiscal impacts.

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CLARION

MEMORANDUM

TO: Susan Philp, Town of Basalt Planning Department
FROM: Don Elliott, FAICP, Clarion Associates
DATE: January 15, 2016
RE: Zoning Options for Downtown Planning Area

In September, 2015, Clarion Associates delivered to the Town of Basalt an initial memorandum with recommendations on various tools that could be used to implement the Town's goals for several key downtown properties. Following a conference call with the Planning Commission and further discussions, you requested that Clarion Associates provide more focused recommendations as to whether the existing or modified versions of the Town's CSC zoning district or the draft (but never adopted) River Master Plan zoning district would be better suited to implement the Town's goals. This memorandum contains our recommendations.

1. The Town's Goals

Based on our discussions, it seems that the Town's primary goals (in rough order of priority, and excluding the "small town character" goals that could be achieved through either CSC or River district) are (1) keep the east end of the CDC parcel open to preserve views of the river from the Town Hall/Merino Park parcels by moving future development to the west end of the CDC parcel, (2) ensure that whatever happens on the Town Hall/Merino Park parcels complements the downtown and links it to the views of the river across the CDC parcel, and (3) promote good contextual redevelopment of the Basalt Center Circle parcel to reinforce the economic viability of downtown – which could be a "community serving" use or some other use.

2. Conclusion

- We do not think the CSC district is a good match for the Town's goals on the Basalt Center Circle parcel;
- The draft River District could be revised to work for all four parcels;
- However, if you decide to modify and apply the CSC district for the CDC and Town Hall/Merino Park parcels, then it doesn't make sense to revise the River District just to apply to the Basalt Center Circle parcel. It would be easier to just create or revise a C-2 overlay for that one key parcel.
- The Planning Commission should discuss and choose between two options:
 - Option A: Revise the River District to become a base zoning district with different zoning rules for each of the four properties. This option may make the most sense if the Commission views the redevelopment of all four properties as an integrated whole.
 - Option B: Revise the CSC District to apply to the CDC, Town Hall, and Merino Park properties, and draft or revise a C-2 overlay zone for the Basalt Center Circle property. This option may make sense if the Commission views the redevelopment goals and potential of the Basalt Center Circle property as significantly different in character – and closer to the current character of the C-2 downtown area -- than the other three sites.

3. Rationale

- The CSC district was designed to give the Town almost complete flexibility to negotiate uses, density, layout, etc. and to ensure that the proposed use is “community serving” as a threshold matter. However, it seems to have been drafted primarily for the CDC parcel. We’re not sure the “community serving” filter (which was apparently a key reason why CSC was drafted) should apply to the Basalt Center Circle zoning approach. While it might apply to the Town Hall parcel, it also seems like the Town might consider some non-community-serving uses on that parcel as long as the views to the river on the east end of the CDC parcel were preserved. The “community serving” filter probably makes sense for the Merino Park parcel, just because it is so small – probably not viable for anything significant unless combined with the Town Hall parcel). Because of the different character and goals associated with the Basalt Center Circle property, applying CSC to all four of the parcels doesn’t seem like a particularly good fit with the original intent of CSC.
- While the River District was obviously drafted for other reasons, the fact that it was drafted for four distinct subareas is well matched to the situation here, where the goals the Town is trying to achieve are different for each parcel. However, it would take significant redrafting to make the River district work for these four very different subareas, because the four original River subareas were very different in location and character. In addition to revising the substance of the zoning controls in each subarea, there are two other key changes that would need to be made. First, we do not think there is reason to carry forward the “Smart Track” expedited processing system proposed for the River District, because each of these four parcels is a key contributor to downtown character that the Town will want to review in some depth. Second, the district should be drafted as a base (rather than an overlay district). As noted in our earlier memo, overlay zoning is particularly useful when a community is revising either the permitted uses or the required development standards for a defined area of land. When – as in this case – the Town is anticipating changing both permitted uses and the development standards for a defined area, the new zoning is replacing most of the key features of the current zoning, and it is simpler to simply apply the new zoning as a new base district rather than layering it on top of C-2 or C-2/PUD zoning that are being almost completely replaced.

4. Next Steps

Once the Town has chosen which zoning tool(s) to use (from the options stated above), the next steps are to:

- (1) Draft those zoning controls to reflect the Town’s specific goals for each parcel;
- (2) Have the Planning Commission and Town Board review and approval of those zoning controls; and
- (3) Rezone the four properties to apply those tools to guide future development.

The zoning tools can be drafted by Town staff, or by a consultant.

Please let us know if you have questions about the information in this memorandum or you need more information about the options for moving forward with tailored zoning for downtown Basalt.

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Community Planning
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MEMORANDUM

TO: Susan Philp, Town of Basalt Planning Department
FROM: Don Elliott, FAICP, Clarion Associates
DATE: August 28, 2015
RE: Zoning Options for Out Town Planning Area

We understand that the Town of Basalt has been engaged in a lengthy and inclusive process to determine future development options and patterns for several of its high visibility areas generally located between the existing downtown and the Roaring Fork and Frying Pan Rivers. As that discussion has progressed, the Town has also discussed what zoning tools might be best suited to achieving its vision for the area. You have asked Clarion to very briefly summarize some of the pros and cons of four options identified by you as background for a conference call with the Basalt Planning and Zoning Commission on September 1, 2015. This memo sets forth our brief summary of those pros and cons, based on our understanding of current and proposed uses and image for the area. We will be happy to discuss these thoughts in more depth (and to correct any misunderstandings of the situation on our part) during our conference call next week.

Option 1: Amendments to the C-2 District

This is a more traditional downtown zoning district designed to fit the fabric of the existing downtown but without an overt focus on social capital goals.

Pros:

- A mapped (not floating zone) – area of applicability is known
- Community vitality uses required.
- Well suited to the fabric of older downtown Basalt – particularly the narrow historic lots along Midland Avenue
- One-step process. No pre-determination of “community serving” needed

Cons:

- Not a particularly good fit for the areas between Two-Rivers Road and the rivers, where parcels are larger and the proposed uses of those parcels will require significant tailoring of specific buildings to sites over time.
- Fixed depth of community vitality zone is a bit rigid – could be projects that cannot meet this standard but still contribute to a use mix that promotes community vitality although there is a process in the District for accommodating that mix.
- District does not permit residential uses on the first floor.

Option 2: Amendments to the CSC District

This relatively new zone district is intended to blend the economic vitality goals of the current C-2 (downtown) zoning district with new social objectives to provide substantive and procedural incentives to new development that is “community serving”. Recent proposed amendments would improve the usability of this district a lot.

Pros:

- Community vitality uses required – and flexibility on depth and location of community vitality zone
- Permitted use and dimensional standard flexibility is probably better suited than C-2 to the types of proposed development south of Two Rivers and east of Midland Avenue
- Very negotiable and flexible – which may be necessary given the wide variety of uses and facilities proposed for the area
- Procedural streamlining means less time than a traditional three 3-step PUD process

Cons:

- Floating zone (although the Town could change this requirement). This area will probably need a zone that defines the fabric and doesn't require "opt-in"
- Use list is somewhat open to interpretation and may require more time to evaluate
- Procedural streamlining is offset by use of subjective standards at several points in the process so it could take more time

Option 4: Create a New Zoning District (Perhaps based on the draft River District of 2004)

This district could apply to lands on the south side of Two Rivers (and potentially on the north side parcels) that are currently zoned C-2/PUD, C-2 or P Public.

Pros:

- A mapped (mandatory) rather than "opt-in" district
- Uses could be tailored to include the mix of commercial and community serving uses shown in planning efforts to date.
- Dimensions could be better matched to the flexibility needed than C-2 is today – could require general street orientation with more flexibility as to exact building location.
- Two-step process would allow more review, but avoid the need for a third "determination of community serving" step now included in amended CSC.

Cons:

- Requires rezoning of current C-2, C-2 PUD and P Public parcels

NOTE: A fourth possibility would be to draft a new overlay – rather than base –zoning district, but it is not clear that it has any advantages over a new base zone district. If the Town needs to revise not only permitted uses but also the dimensional/siting standards and the review process included in the C-2 District, then, leaving the base C-2 or C-2/PUD district in place may not make sense.

Option 4: Create a New Form-based Zoning District

Form-based zoning controls focus on prescribing building forms and features in more detail than more traditional zoning controls, and offer builders "by-right" approval if they meet those prescriptive standards. In theory, they provide more a more flexible range of uses, but that does not always happen.

Pros:

- Stronger controls on the exact form and features of new buildings
- Potential for a one-step development approval process.

Cons:

- Irregularly shaped lots will make it difficult to identify specific building forms that could be generally used in the area

- Long-term buildout of downtown Basalt makes it likely that today's plans will change before any "picture" of the future is completed – so "zoning to a picture" is probably not wise
- The added flexibility in permitted uses may not be an advantage in this case, since both the CSC and C-2 districts offer a wide range of appropriate uses for the area
- Faster review may not be a good fit for Basalt – as the review and approval procedures for both CSC and C-2 show a desire for significant review of individual projects

Takeaways from Zoning Discussion

Maximum Floor Area – Diagram of Building Footprint

- Inform Council that P&Z does not want to have a maximum floor area or FAR for the CDC, or other Our Town Parcels.
- Also the P&Z does not want to include a diagram in the Zoning District regulations that shows the building footprints on the 4 properties
- There are too many unknowns and the P&Z does not want to preclude an application arbitrarily which includes slightly more square footage.

Maximum number of stories

- BCC parcel: 4 stories in the interior of the site
3 stories bordering Two Rivers Rd where 3 stories are opposing it on the other side of the street
2 ½ *stories other areas bordering Two Rivers Rd or generally matching building height across the street which lowers near the Frying Pan River
- Lions Park: 1 or 2 stories
- Merino Park: (3 or 4 stories against the Hill including any story used for parking)
- CDC Building Parcel: 2 ½ stories

Other comments on uses

- Grocery store and small retail are desired. Not big box
- How do we get back to the vision of “Basalt Community Campus” non-profit uses, educational facilities
- Additional Public Parking is necessary to support the downtown area

* 2 ½ stories means that the third story is pulled back from the façade so that a canyon-like feeling is avoided and the building appears at the street level to be a 2 story building

Takeaways from Zoning Discussion

Decision on Zoning Approach

- Amend the CSC Zone District but incorporate or blend in some of the ideas from the River Master Plan Zoning District

Design and Massing

- P&Z getting close with some of their prior work to identifying that it should be generally zoned for 2 story street facades with a setback 3rd floor, with organic building modules - facades broken up, modulated rooflines.
- Concern with having four stories or three stories at the streets and other edges are the canyon-feeling effect they can have.
- Massing, and scale for CDC parcel, Merino Park and Lions Park are similar and might be able to be treated similarly while Basalt Commercial Park (BCC) is quite different
- P&Z needs direction from the Council on the square footage that the Council is willing to approve for the parcels

Uses

- P&Z to review and revise list of permitted uses that they worked on earlier and see if they should be further limited
- Not confident that establishing percentages or ratios for land use will get us to the desired outcomes.
- P&Z wants to look at requiring each parcel to have an anchor use – such as grocery, hotel, etc.
- The challenge is to make sure that the Town Council and the P&Z are in agreement on which direction the CSC Zone District is going before drafting the District's regulations.

Basalt Center Circle Property (BCC)

- BCC parcel is quite different from the other three (3) properties
- BCC parcel is where there is consensus for additional density and intensity
- CSC could potentially work if definition of CSC changed to include community serving uses such as a public parking garage
- The BCC parcel could accommodate four stories if that portion of the structure doesn't front on a street.
- The BCC parcel needs to look and feel like it belongs in [Downtown] Basalt.
- Expanding the definition of community serving uses would allow the CSC Zone District to be more easily applied to the entire redevelopment area.

Other

- Can regulations be financially tested?

Comments from Property Owners

- Michael McVoy, representing CDC ownership, said that Lowe Enterprises [which still has an option to build on the CDC parcel] cannot move forward with a development submission until they have received clear direction on how much land will be available for development and what uses on it are acceptable to the community.
- McVoy said that the original CDC parcel redevelopment proposal included a hotel, which was supposed to provide a community serving function, too. He encouraged the Commissioners to broaden their definition of uses that could be considered community serving.
- McVoy said that the CDC parcel requires allowing some level of density in order to be economically viable.
- Tim Belinski, representing Frank Taverna, said that the BCC parcel's current use and zoning have outlived their usefulness and the parcel is underutilized. It could be contributing a lot more to the Town's vibrancy. As the owner's rep, he is in the process of talking to the other business/property owners to figure out which parties want to be included in the BCC parcel's redevelopment.
- Belinski felt it would be good for the Town to know who will be involved in the BCC parcel's redevelopment and what their expectations are. It has an eclectic combination of uses at this time.
- Belinski said it would make sense to have a below-grade parking structure and a grocery store on the BCC parcel in the future. Other uses would need to be included, too, and he suggested including residential use on the upper floors.

**TOWN OF BASALT
ACTION ITEM SUMMARY
ADMINISTRATION**

Date: February 5, 2016
From: Mike Scanlon, Town Manager

SUBJECT:

A Resolution of the Town Council of Basalt, Colorado, Responding to the Citizen Petition Reviewed by the Council at its January 26, 2016 Town Council meeting.

RECOMMENDATION:

That the Town Council approve Resolution No. 04, Series of 2016, providing additional direction to Staff and others on the Our Town Planning process.

DETAILS:

See attached draft Resolution for the Council's consideration.

The purpose of this resolution is to outline the Council's proposed actions for resolving the community's goals in relation to the Our Town Planning properties and specifically the park and development to ultimately be developed on the CDC property.

Related State Statute and/or Town Actions: Resolution 55, Series 2015 and related Resolutions concerning the Our Town Planning effort.

Amount Requested: N/A

Attachments: Proposed Resolution No. 04, Series of 2016

RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, RESPONDING TO THE CITIZEN PETITION REVIEWED BY THE COUNCIL AT ITS JANUARY 26, 2016 COUNCIL MEETING CONCERNING PURCHASE OF THE CDC PROPERTY

**Town of Basalt, Colorado
Resolution No. 04
Series of 2016**

RECITALS

Whereas, the Town of Basalt has spent considerable time discussing and taking public input on the appropriate land use and park development of the various areas shown on **Exhibit A** purchased by the Town and the CDC in 2011.

Whereas, the Town of Basalt through various Council actions, including Resolution No 19, Series of 2015, Resolution No. 34, Series of 2015, and Resolution No. 55, Series of 2015 have identified a portion of land owned by the Roaring Fork Community Development Corporation (RFCDC) which could be considered for buildings and portion for Town Park.

Whereas, the Town Council acknowledges that noteworthy number of Basalt citizens have signed a petition to require the Town to place two ballot questions for vote by the Basalt Electorate to purchase the CDC property for 3 million dollars.

Whereas, the petitions also spell out the amount of development to be allowed on the Property.

Whereas, the Town of Basalt Staff and Financial Advisor have developed a set of economic scenarios which the Town Council has been reviewing as part of the Council's overall decision making process on the RFCDC Property.

Whereas, the Planning and Zoning Commission has adopted the Our Town Planning Master Plan amendment, has conducted special studies, and is now working on the zoning provision that could be used in the Our Town Planning Area.

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

Section 1. The Town Council directs staff to schedule the necessary meetings to enable the P&Z and Town Council to consider adopting zoning district regulations for the CDC property in accordance with the schedule presented at the Council's February 9th meeting.

- Section 2.** The Town Council directs POST and Staff to continue to prepare park plans and construction documents based on the configuration of park, and proposed building area included in the Our Town Master Plan Amendment and Town Council Resolutions Nos. 19, 34 and 55 which frames the development of a park from the downtown to the Roaring Fork River.
- Section 3.** The Town Council directs Staff and its Financial Advisor to work with the CDC and the CDC's Developer to develop a strategy to enable the Town Council to consider acquisition of the park area shown in Resolution No. 55, Series of 2015 for a public park, and to allow a reasonable amount of development on the remaining CDC Property to meet the Town's goals as outlined in the Our Town Master Plan Master Plan Amendment.
- Section 4.** The Town Council finds that the public interest would be served by appraising the CDC property and identifying other financial considerations prior to any negotiations for purchase of all or any portion of the CDC property.
- Section 5.** As the CDC has affirmed that they purchased their property based on reliance on the then current Master Plan, the Town Council agrees that the appraisal should consider the Master Plan then in place, which is the 2007 Basalt Master Plan.
- Section 6.** The Town Council directs the Town Manager to outline the conditions that should be considered by the appraiser in preparing the appraisal.
- Section 7.** The Town agrees to pay for the appraisal, referenced herein. Nothing prevents the CDC from preparing its own appraisal for the Town Council's consideration.
- Section 8.** A referendum election would be necessary in order to approve public financing for purchase of all or a portion of the property.
- Section 9.** The Council directs Town Staff to work on a phasing, relocation and upgrade plan for the buildings currently located on the Lions Park Parcel. The Town has currently budgeted \$50,000 to begin this work.
- Section 10.** The Town Council directs the Town Manager to take action to schedule the activities outlined in this resolution as soon as practical and no later than July 12, 2016 to enable the Town Council to consider adopting an ordinance placing a ballot question on the November election to address financing the acquisition of all or a portion of the property.

Section 11. The Town Council will continue to provide opportunities for the public to provide input before the Council makes any final zoning and financial decisions on development for the CDC property or for any of the other properties outlined in Resolution Nos. 19, 34, and 55, Series of 2015.

READ AND ADOPTED by a vote of _ to _ on _____, 2016.

TOWN OF BASALT, COLORADO

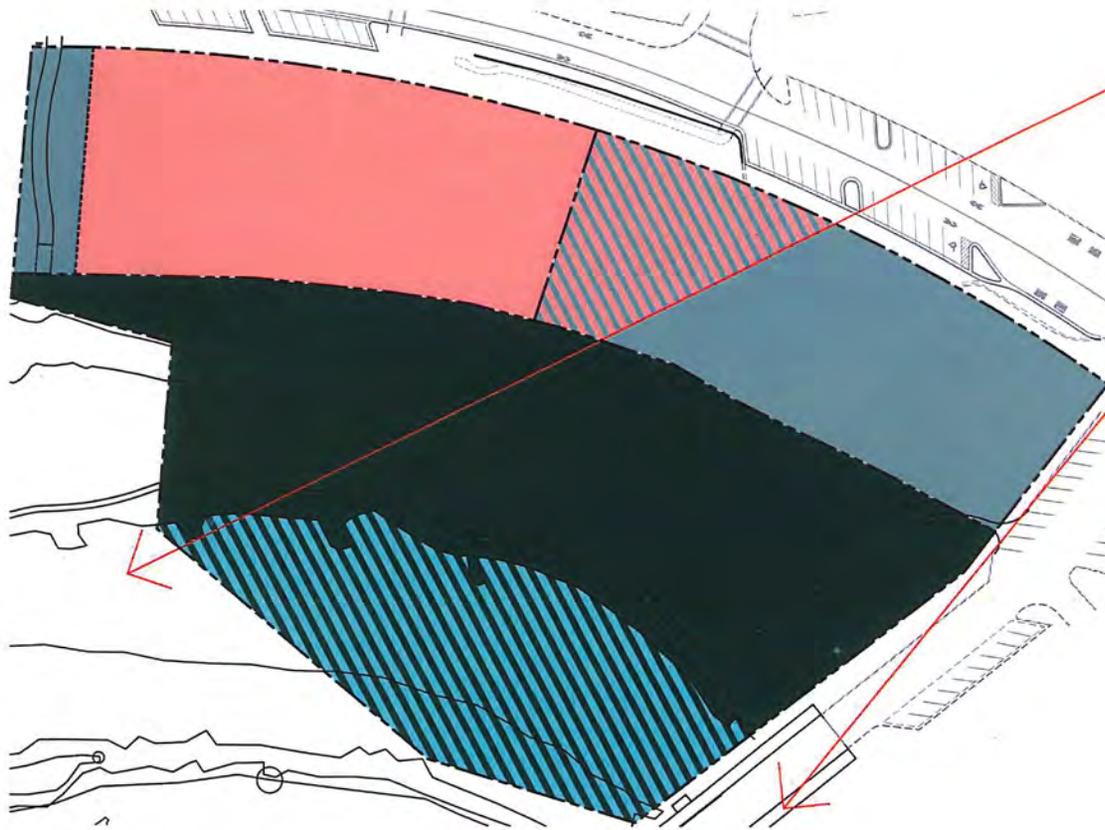
By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

By: _____
Pamela Schilling, Clerk

DRAFT

BASALT RIVER PARCEL AREAS



CDC OWNED 2.20 ACRES TOTAL

-  BUILDING PARCEL
1.08 ACRES
-  POLYGON / EVENT AREA
.32 ACRES
-  FUTURE PARK
.90 ACRES
(.14 ACRES +.76 ACRES)

CURRENT TOWN OWNED 2.96 ACRES TOTAL

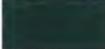
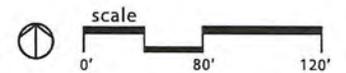
-  LAND
2.07 ACRES
-  WATER
.89 ACRES

EXHIBIT A



**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,
AUTHORIZING THE TOWN CLERK TO APPOINT JUDGES OF ELECTION FOR THE
REGULAR MUNICIPAL ELECTION TO BE HELD TUESDAY, APRIL 5, 2016**

**Town of Basalt, Colorado
Resolution No. 05
Series of 2016**

RECITALS

Section 2.1 of the Basalt Home Rule Charter provides that "All Town elections shall be governed by the Colorado Municipal Election Code of 1965, as now existing or hereafter amended or modified, except as otherwise provided in this Charter, or by ordinance."

The Colorado Municipal Election Code of 1965 is contained in Title 31 Article 10 of the Colorado Revised Statutes (C.R.S).

Town of Basalt has a regular municipal election scheduled for Tuesday, April 5, 2016 which will be conducted as a mail ballot election.

C.R.S. 31-10-401 provides that municipal election judges must be appointed at least fifteen (15) days prior to the day of the election; and

C.R.S. 31-10-401 further provides that the governing body may, by resolution, delegate the town clerk the authority and responsibility to appoint the judges of election;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, that the Town Clerk, as Designated Election Official, is hereby:

Authorized to appoint the judges of election for the regular municipal election to be held on Tuesday, April 5, 2016.

Read and adopted this ____ day of _____, 2016.

Town of Basalt, Colorado
Town Council

By: _____
Jacque R Whitsitt, Mayor

ATTEST:

Pamela K Schilling, Town Clerk

TOWN OF BASALT ACTION ITEM SUMMARY ADMINISTRATION	Item Number: 8B Date: February 09, 2016 From: Judi Tippetts, Assistant Town Manager/Finance Director
--	--

SUBJECT: A resolution authorizing borrowing on a line of credit for the purpose of purchasing affordable housing for the Town of Basalt, Colorado.

RECOMMENDATION:
Consideration of resolution #06, Series of 2016, approving renewal of our current line of credit with Alpine Bank.

DETAILS:

In 2015, we purchased affordable housing units with funds generated by a line of credit with Alpine Bank. Section 10.6 of the Basalt Home Rule Charter the promissory notes mature within the fiscal year in which they are issued.

We currently have 17 affordable housing units.

Related State Statute and/or Town Actions: Colorado Constitution, Article X, Section 20

Amount Requested: Renewal of \$1,500,000

**TOWN OF BASALT
RESOLUTION NO. 06
SERIES OF 2016**

**A RESOLUTION AUTHORIZING BORROWING ON A LINE OF CREDIT
FOR THE PURPOSE OF PURCHASING AFFORDABLE HOUSING FOR
THE TOWN OF BASALT, COLORADO**

WHEREAS, the Town Council in establishing the 2015 work plans identified Affordable Housing as a key goal; and,

WHEREAS, the Town Council of the Town of Basalt, Colorado, desires to borrow money in order to purchase affordable housing; and,

WHEREAS, The loan will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions: and,

WHEREAS, The Town Council of the Town of Basalt, Colorado, has appointed Mike Scanlon, Town Manager, and Judith Tippetts, Assistant Town Manager/Finance Director, to negotiate terms of loan agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, that:

1. Jacques Whitsitt, Mayor of the Town of Basalt be hereby authorized to act on behalf of the Town of Basalt to borrow the principal sum of one million five hundred thousand dollars (\$1,500,000) from Alpine Bank ("Bank") on the terms set out in the loan instrument attached, including incurring interest charges and other amounts that may become due under the terms of the loan documents.

2. Said Mayor is authorized to sign and execute the loan instrument document and whatever other documents are necessary or reasonably required by said Bank to evidence indebtedness of the Town of Basalt.

3. Any two signers authorized on the general fund account are and shall be authorized on behalf of the Town of Basalt to authorize draws from the line of credit.

Read and adopted this 9th day of February 2016, by a vote of ____ to ____ by the Basalt Town Council.

TOWN OF BASALT, COLORADO

By: _____
Jacques Whitsitt, Mayor

ATTEST:

Pamela K. Schilling, Town Clerk

TOWN OF BASALT
Action Item

Date: February 9, 2016
From: James Lindt AICP, Assistant
 Planning Director

SUBJECT: Council consideration of Resolution No. 07, Series of 2016, that would find the Stott's Mill Annexation petition in compliance with the Municipal Annexation Act and setting the date for the annexation eligibility hearing for March 22, 2016.

RECOMMENDATION: Staff recommends that Council approve the attached resolution.

DETAILS: MSP1 LLC. on behalf of Alice Stott has submitted a petition for annexation and a corresponding annexation map for approximately 18 acres of the property known as the Stott's Mill Property to annex such property for the development of 156 dwelling units. The Town approved a Pre-Development Agreement with MSP1 LLC. in November of 2015 pursuant to Resolution No. 52, Series of 2015.

Consideration of the substantial compliance resolution is the first step in the annexation process as established in the Municipal Annexation Act. The Council must also set a date of the annexation eligibility public hearing, which must not be less 30 days or more than 60 days from the substantial compliance hearing.

The Town Council is required by State Law to consider whether the annexation petition is complete and compliant with the requirements for filing a petition for annexation. The substantial compliance step is not a substantive review of the associated development application or the annexation proposal. The substantive review of the development application and the annexation will occur at subsequent hearings prior to the Town annexing the property.

Additionally, approval of the attached resolution would establish March 22, 2016, as the date of the annexation eligibility hearing, which is the next step in the annexation process.

RECOMMENDATIONS FROM OTHER BOARDS: A recommendation from the P&Z is not required prior to the annexation substantial compliance hearing.

RELATED TOWN STATUTE AND TOWN ACTIONS: Town Code Chapter 15, *Annexations*; Municipal Annexation Act

ATTACHMENTS: A) Draft Resolution B) Annexation Petition and Draft Annexation Map; C) Narrative and Map Describing Development Proposal

A RESOLUTION OF THE TOWN OF BASALT, COLORADO, FINDING THE PETITION FOR ANNEXATION FOR THE PROPERTY KNOWN AS THE STOTT'S MILL ANNEXATION IN SUBSTANTIAL COMPLIANCE WITH THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT AND SETTING THE DATE OF THE ANNEXATION ELIGIBILITY HEARING

**Town of Basalt, Colorado
Resolution No. 07
Series of 2016**

RECITALS:

A. The Owner's ("Petitioner's") of more than 50% of certain property commonly known as the Stott's Mill Annexation Property and as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property") filed a Petition on or about December 22, 2015 for Annexation ("Petition") with the Town of Basalt addressed to the Town Clerk and Town Council for the Town of Basalt. The Petition was deemed complete on or about January 22, 2016.

B. The Petition alleges that the requirements of §31-12-104, C.R.S. and §31-12-105, C.R.S. exist or have been met.

C. An Annexation Map has been duly filed along with said Petition as required by §31-12-107(1)(d), C.R.S.

D. Section 31-12-107(1)(g), C.R.S. requires the Town Council to determine whether the Petition is in substantial compliance with the requirements of the Municipal Annexation Act.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, FINDS AND RESOLVES AS FOLLOWS:

1. Upon examination of the Petition for Annexation and Annexation Map filed with the Town, and having reviewed such Petition and Map and heard comments from Town Staff concerning the adequacy of such Petition, the Town Council finds that the Petition for Annexation is in substantial compliance with the Municipal Annexation Act of 1965, specifically §31-12-107(1)(g), C.R.S.

2. No finding as to the accuracy of the statements made in the Petition or shown on the Annexation Map has been made, and no position is taken with respect to such statements.

Please return to:
TOWN OF BASALT
101 Midland Avenue
Basalt, CO 81621

3. The procedures outlined in §§31-12-108, 31-12-108.5, 31-12-109 and 31-12-110, C.R.S., shall be followed. The Petition for Annexation shall be reviewed and considered on March 22, 2016 during a meeting held at the Basalt Town Hall beginning no earlier than 6:00 pm by the Town Council to determine if the Property is Eligible for annexation. The Town Clerk shall comply with all requirements of the Colorado statutes and Town Code concerning publication of public notice for such hearing.

This Resolution was introduced, read, passed, and adopted by the Town of Basalt Town Council by a vote of __ to __ on _____, 2016.

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

Pamela K. Schilling, Town Clerk

EXHIBIT A

Legal Description

A parcel of land situated in Government Tract 59, Section 18, Township 8 South, Range 86 West of the Sixth Principal Meridian, County of Pitkin, State of Colorado lying Northerly of the Denver and Rio Grande Western Railroad northerly right-of-way, Southerly of the Home Supply Ditch Centerline, Westerly of the Easterly boundary of said Tract 59, and Easterly of the Easterly right-of-way boundary of Southside drive, also located in said Section, and being more particularly described as follows:

Commencing at Angle Point No. 7 of said Tract 59, a brass cap found in place; thence N 00°48'57" E 468.71 feet along said Tract 59 Easterly boundary to a point on said Denver and Rio Grande Western Railroad right-of-way, the point of beginning; thence leaving said boundary N.57°19'47"W., along the northerly boundary line of said Denver and Rio Grande Western Railroad right-of-way, a distance of 1,080.27 feet to a point on the Easterly right of way of South Side Drive; thence leaving said Railroad right-of-way N.00°56'41"E., along the easterly right-of-way of South Side Drive a distance of 617.68 feet to a point in the centerline of the Home Supply Ditch; thence leaving said Easterly right of way the following twenty-two (22) courses along the centerline of said ditch:

1. S.71°30'44"E., a distance of 56.82 feet
2. S.52°47'38"E., a distance of 45.26 feet
3. S.71°16'14"E., a distance of 45.18 feet
4. S.77°30'53"E., a distance of 51.82 feet
5. S.55°29'58"E., a distance of 42.09 feet
6. S.64°52'48"E., a distance of 35.10 feet
7. N.77°18'12"E., a distance of 44.99 feet
8. N.84°16'01"E., a distance of 47.61 feet
9. N.62°06'35"E., a distance of 31.56 feet
10. N.38°04'24"E., a distance of 78.37 feet
11. N.50°24'51"E., a distance of 50.37 feet
12. N.44°49'09"E., a distance of 50.79 feet
13. N.54°25'44"E., a distance of 33.75 feet
14. S.70°22'45"E., a distance of 50.06 feet
15. S.77°27'06"E., a distance of 60.23 feet
16. S.76°09'47"E., a distance of 44.40 feet
17. S.50°00'52"E., a distance of 30.88 feet
18. S.28°25'48"E., a distance of 51.32 feet
19. S.26°14'19"E., a distance of 98.77 feet
20. S.31°09'46"E., a distance of 51.73 feet
21. S.58°48'51"E., a distance of 51.97 feet
22. N.82°37'03"E., a distance of 82.93 feet to a point on the easterly boundary of said Tract 59;

Thence leaving the centerline of said ditch S.00°48'57"W., along said tract boundary a distance of 1,015.25 feet to the point of beginning.

Said parcel of land containing 18.014 acres, more or less.

B) Petition and
Draft Annexation
Map

PETITION FOR ANNEXATION

TO THE TOWN CLERK AND THE TOWN COUNCIL OF THE TOWN OF
BASALT, COLORADO:

Re: 18.014 Acre parcel Owned by Alice Stott

PURSUANT to the Municipal Annexation Act of 1965, Part 1, Article 12, Title 31, of the Colorado Revised Statutes, as amended (the "Act"), the undersigned hereby petitions and requests the Town Council of the Town of Basalt, Colorado, to approve and complete the annexation of that certain unincorporated territory located in the County of Pitkin, State of Colorado, described below and referred to herein as the "Annexation Parcel."

IN SUPPORT OF THIS PETITION, THE PETITIONER ALLEGES:

1. It is desirable and necessary that the Annexation Parcel as described on Exhibit A be annexed to the Town of Basalt, Colorado;
2. All requirements of Sections 31-12-104 and 31-12-105 of the Act, and in particular those relating to contiguity, exist or have been met;
3. The signers of the petition comprise the landowners of more than fifty percent of the territory included in the area proposed to be annexed;
4. This annexation will not have the effect of extending a portion of the municipal boundary more than three (3) miles from the point of such municipal boundary;
5. A community of interest exists between the area proposed to be annexed and the Town of Basalt, Colorado;
6. The area proposed to be annexed is urban or will be urbanized in the near future;
7. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Basalt, Colorado;
8. As set forth in the Act, in establishing the boundaries of any territory to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, is divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way. By signing this Petition, the undersigned landowners hereby give the written consent, in the event it is required (NA);

9. As set forth in the Act, in establishing the boundaries of the territory to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of Two Hundred Thousand Dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners unless such tract of land is situated entirely within the outer boundaries of the annexing municipality as they exist at the time of annexation. By signing this Petition, the undersigned landowners hereby give the written consent in the event it is required (NA);
10. No annexation proceedings have been commenced for the annexation to any municipality other than the Town of Basalt of all or part of the territory described below;
11. The annexation proposed in this Petition will not result in the detachment of any area from any school district and the attachment of the same area to another school district;
12. The signatures of all the landowners included within the area proposed to be annexed, the mailing address of each such signer, the legal description of the land owned by such signer and the date of signing of each signature are set forth below and all of the petitioners signed this Petition for Annexation within 180 days prior to the date of its filing with the Town of Basalt;
13. In establishing the boundaries of the area proposed to be annexed, if a portion of a platted street or alley is annexed, the entire width of such street or alley is included within the area annexed (NA);
14. This Petition for Annexation satisfies the requirements of Article 11, Section 30, of the Colorado Constitution in that it is signed by persons comprising more than 50% of the land owners of the area proposed to be annexed who own more than 50% of said area, excluding public streets and alleys;
15. In the event an Annexation Agreement satisfactory to both the petitioners and the Town of Basalt, Colorado, is not entered into and fully executed on or before the date that the ordinance to effectuate the annexation contemplated in this Petition for Annexation is finally adopted, the petitioners may withdraw their signatures from this Petition for Annexation, the effect of which shall be as if no Petition had been executed and filed with the Town of Basalt;

16. This Petition is accompanied by an Annexation Map containing, among other things, the following information:
 - a. A written legal description of the boundaries of the Annexation Parcel and the total area proposed to be annexed to the Town of Basalt, Colorado.
 - b. A map showing the boundary of each Annexation Parcel and the total area proposed to be annexed to the Town of Basalt, Colorado;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and the boundaries and plat numbers of all platted lands; and
 - d. Next to the boundary of each Annexation Parcel is a drawing of the contiguous boundary of the Town.
18. None of the territory proposed to be annexed to the Town of Basalt, Colorado, is presently a part of any incorporated city, city and county, or town;
19. Attached to this Petition is the affidavit of each circulator of this Petition stating that each signature hereon is the signature of the person whose name it purports to be.
20. Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine, or neuter gender will include each of the other genders.

THEREFORE, the petitioners respectfully request that following a public hearing on this Petition for Annexation, the Town Council of the Town of Basalt, Colorado, approve the annexation of the Annexation Parcel to said Town.

NAME, MAILING ADDRESS, SIGNATURE AND DATE OF SIGNING OF EACH OWNER AND PURCHASER OF THE ANNEXATION PARCEL.

OWNER/PETITIONER:

Basalt, CO 81621

By: Alice Stott

Alice Stott

1/22/2016

Date

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss
COUNTY OF GARFIELD)

Affiant, Brian Peterson, being of lawful age and first being sworn upon oath, deposes and says:

1. Affiant is the circulator of the foregoing Petition for Annexation consisting of 5 pages, including this page.
2. Affiant provided the signatory with both a copy of the Petition for Annexation and the attached Annexation Map to be filed with the Town of Basalt, as referred to in said Petition.
3. Affiant personally witnessed the signature(s) appearing on the foregoing Petition for Annexation and the signature appearing thereon is the signature of the person whose name it purports to be.

Further, Affiant sayeth not.

Dated this 22 day of JAN, 2009.

[Signature]

Affiant / Circulator

STATE OF COLORADO)
)ss
COUNTY OF Eagle)

Subscribed and sworn to before me this 22 day of January 2010 by Alice Stott.

Witness my hand and official seal.

My commission expires: 6/11/18

Notary Public

Lucinda O. Westerlund

PETITION FOR ANNEXATION

TO THE TOWN CLERK AND THE TOWN COUNCIL OF THE TOWN OF
BASALT, COLORADO:

Re: 18.014 Acre parcel Owned by Alice Stott

PURSUANT to the Municipal Annexation Act of 1965, Part 1, Article 12, Title 31, of the Colorado Revised Statutes, as amended (the "Act"), the undersigned hereby petitions and requests the Town Council of the Town of Basalt, Colorado, to approve and complete the annexation of that certain unincorporated territory located in the County of Garfield, State of Colorado, described below and referred to herein as the "Annexation Parcel."

IN SUPPORT OF THIS PETITION, THE PETITIONER ALLEGES:

1. It is desirable and necessary that the Annexation Parcel as described on Exhibit A be annexed to the Town of Basalt, Colorado;
2. All requirements of Sections 31-12-104 and 31-12-105 of the Act, and in particular those relating to contiguity, exist or have been met;
3. The signers of the petition comprise the landowners of more than fifty percent of the territory included in the area proposed to be annexed;
4. This annexation will not have the effect of extending a portion of the municipal boundary more than three (3) miles from the point of such municipal boundary;
5. A community of interest exists between the area proposed to be annexed and the Town of Basalt, Colorado;
6. The area proposed to be annexed is urban or will be urbanized in the near future;
7. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Basalt, Colorado;
8. As set forth in the Act, in establishing the boundaries of any territory to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, is divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way. By signing this Petition, the undersigned landowners hereby give the written consent, in the event it is required (NA);

9. As set forth in the Act, in establishing the boundaries of the territory to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of Two Hundred Thousand Dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners unless such tract of land is situated entirely within the outer boundaries of the annexing municipality as they exist at the time of annexation. By signing this Petition, the undersigned landowners hereby give the written consent in the event it is required (NA);
10. No annexation proceedings have been commenced for the annexation to any municipality other than the Town of Basalt of all or part of the territory described below;
11. The annexation proposed in this Petition will not result in the detachment of any area from any school district and the attachment of the same area to another school district;
12. The signatures of all the landowners included within the area proposed to be annexed, the mailing address of each such signer, the legal description of the land owned by such signer and the date of signing of each signature are set forth below and all of the petitioners signed this Petition for Annexation within 180 days prior to the date of its filing with the Town of Basalt;
13. In establishing the boundaries of the area proposed to be annexed, if a portion of a platted street or alley is annexed, the entire width of such street or alley is included within the area annexed (NA);
14. This Petition for Annexation satisfies the requirements of Article 11, Section 30, of the Colorado Constitution in that it is signed by persons comprising more than 50% of the land owners of the area proposed to be annexed who own more than 50% of said area, excluding public streets and alleys;
15. In the event an Annexation Agreement satisfactory to both the petitioners and the Town of Basalt, Colorado, is not entered into and fully executed on or before the date that the ordinance to effectuate the annexation contemplated in this Petition for Annexation is finally adopted, the petitioners may withdraw their signatures from this Petition for Annexation, the effect of which shall be as if no Petition had been executed and filed with the Town of Basalt;

16. This Petition is accompanied by an Annexation Map containing, among other things, the following information:
 - a. A written legal description of the boundaries of the Annexation Parcel and the total area proposed to be annexed to the Town of Basalt, Colorado.
 - b. A map showing the boundary of each Annexation Parcel and the total area proposed to be annexed to the Town of Basalt, Colorado;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and the boundaries and plat numbers of all platted lands; and
 - d. Next to the boundary of each Annexation Parcel is a drawing of the contiguous boundary of the Town.
18. None of the territory proposed to be annexed to the Town of Basalt, Colorado, is presently a part of any incorporated city, city and county, or town;
19. Attached to this Petition is the affidavit of each circulator of this Petition stating that each signature hereon is the signature of the person whose name it purports to be.
20. Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine, or neuter gender will include each of the other genders.

THEREFORE, the petitioners respectfully request that following a public hearing on this Petition for Annexation, the Town Council of the Town of Basalt, Colorado, approve the annexation of the Annexation Parcel to said Town.

NAME, MAILING ADDRESS, SIGNATURE AND DATE OF SIGNING OF EACH OWNER AND PURCHASER OF THE ANNEXATION PARCEL.

OWNER/PETITIONER:

Basalt, CO 81621

By: Alice Stott

Alice Stott

1/22/2016

Date

ANNEXATION MAP OF: STOTT'S MILL PUD

A PARCEL OF LAND SITUATED IN A PORTION OF GOVERNMENT TRACT 59 IN SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PITKIN, STATE OF COLORADO

SHEET 1 OF 1

ANNEXATION DESCRIPTION (SEE THIS MAP)

A PARCEL OF LAND SITUATED IN GOVERNMENT TRACT 59, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PITKIN, STATE OF COLORADO LYING NORTHERLY OF THE CORNER AND MID GRADE WESTERN RAILROAD NORTHERLY FRONT-CORNER, SOUTHERLY OF THE HOME SUPPLY DRIVE CENTERLINE WESTERLY OF THE EASTERLY BOUNDARY OF SAID TRACT 59, AND EASTERLY OF THE EASTERLY FRONT-CORNER BOUNDARY OF SAID HOME SUPPLY DRIVE, ALSO LOCATED IN SAID SECTION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT ANGLE POINT NO. 7 OF SAID TRACT 59, A BRASS CAP FOUND IN PLACE THENCE N 62°45' E 1.4811 FEET ALONG SAID TRACT 59 EASTERLY BOUNDARY TO A POINT ON SAID DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY, THE POINT OF BEGINNING, THENCE LEAVING SAID BOUNDARY N 62°45' E, ALONG THE NORTHERLY BOUNDARY LINE OF SAID DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 146.37 FEET TO A POINT ON THE EASTERLY FRONT-OF-WAY OF SOUTH SIDE DRIVE, THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY N 62°45' E, ALONG THE EASTERLY FRONT-OF-WAY OF SOUTH SIDE DRIVE A DISTANCE OF 67.83 FEET TO A POINT IN THE CONTIGUOUS LINE OF THE HOME SUPPLY DRIVE, THENCE LEAVING SAID EASTERLY FRONT-OF-WAY THE FOLLOWING TWENTY-TWO (22) COURSES ALONG THE CENTERLINE OF SAID DRIVE:

1. S 37°23'44" E, A DISTANCE OF 56.82 FEET
2. S 32°47'36" E, A DISTANCE OF 64.26 FEET
3. S 27°14'41" E, A DISTANCE OF 51.83 FEET
4. S 21°23'21" E, A DISTANCE OF 31.83 FEET
5. S 20°25'41" E, A DISTANCE OF 42.29 FEET
6. S 14°25'41" E, A DISTANCE OF 26.16 FEET
7. N 77°18'12" E, A DISTANCE OF 44.88 FEET
8. N 61°19'01" E, A DISTANCE OF 41.61 FEET
9. N 64°29'21" E, A DISTANCE OF 31.54 FEET
10. N 53°36'41" E, A DISTANCE OF 71.37 FEET
11. N 55°19'11" E, A DISTANCE OF 61.37 FEET
12. N 64°49'01" E, A DISTANCE OF 51.79 FEET
13. N 64°20'41" E, A DISTANCE OF 23.75 FEET
14. S 61°20'41" E, A DISTANCE OF 44.88 FEET
15. N 37°27'36" E, A DISTANCE OF 64.26 FEET
16. S 26°28'41" E, A DISTANCE OF 64.26 FEET
17. S 20°25'41" E, A DISTANCE OF 31.83 FEET
18. S 20°25'41" E, A DISTANCE OF 42.29 FEET
19. S 27°14'41" E, A DISTANCE OF 51.83 FEET
20. S 32°47'36" E, A DISTANCE OF 64.26 FEET
21. S 37°23'44" E, A DISTANCE OF 56.82 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT 59.

THENCE LEAVING THE CENTERLINE OF SAID DRIVE S 89°15'11" W, ALONG SAID TRACT BOUNDARY A DISTANCE OF 101.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 18.14 ACRES, MORE OR LESS.

ANNEXATION DESCRIPTION NOTE

1) SAID ANNEXATION MAP DESCRIPTION WAS PREPARED WITH THE AID OF A BOUNDARY SURVEY OF THE SUBJECT PROPERTY. SAID ANNEXATION DESCRIPTION INTENDS TO DESCRIBE THE AREA BOUNDED BY THE RAILROAD RIGHT-OF-WAY, EASTERLY BOUNDARY OF TRACT 59, THE SECTED PORTION OF THE CENTERLINE OF THE HOME SUPPLY DRIVE AND THE EASTERLY FRONT-OF-WAY OF SAID HOME SUPPLY DRIVE AND IS IDENTICAL TO THE AREA DESCRIBED BY THIS MAP.



VICINITY MAP
SCALE: 1" = 200'

MAP NOTES

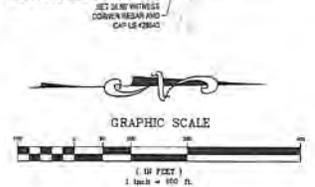
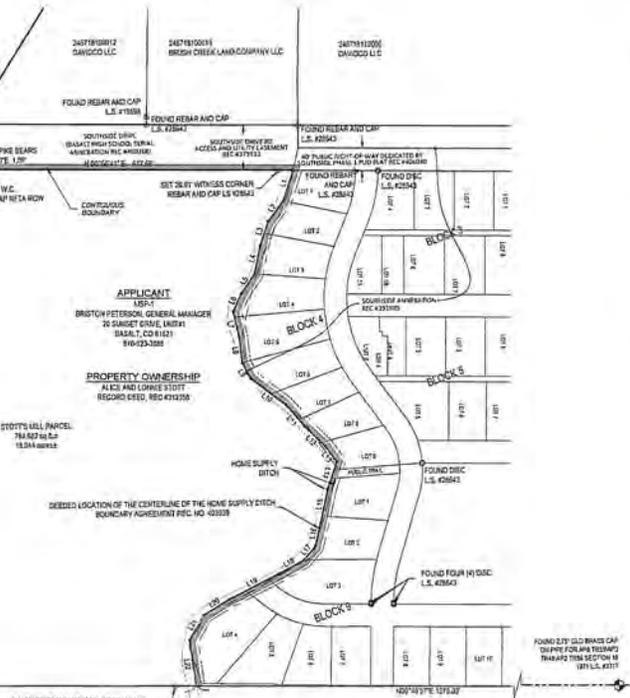
1. DATE OF PREPARATION: NOVEMBER 2015.
2. LINEAR UNITS: THE LINEAR UNIT USED IN THE PREPARATION OF THIS MAP IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
3. BASIS OF BEARINGS: THE 1983 GREENHORNE AND ZIMMER, INC. COUNTY OF BASALT CONTROL NETWORK PROJECT DATA WHICH IS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, LAMBERT CONFORMAL PROJECT) AND BEING BASALT AREA BEARING BASES OF 78°17'11" WEST BETWEEN VEGAS STATIONS P-68 AND G-18, WHICH ESTABLISHES A PROJECT BEARING OF 100°48'11" BETWEEN ANGLE POINT NO. 7 AND ANGLE POINT NO. 8 OF TRACT 59, SOUTH FOUND OLD BRASS CAPS IN PLACE, AS SHOWN.
4. BASIS OF SURVEY: THE FINAL PLAT AND P.U.D. DEVELOPMENT PLAN OF SOUTHWEST PLANNED UNIT DEVELOPMENT - PHASE I, THE FINANCING DIVISION OF THE HIGHLAND FORE TRAILBLAZER ASSOCIATION GRANT ROAD, VARIOUS DOCUMENTS OF RECORD AND THE FOLLOWS MONUMENTS, AS SHOWN.
5. THIS MAP DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND/OR TITLE OF RECORD, SEE RELIED UPON THE PLATS AND DOCUMENTS STATED HEREON. NO TITLE WORK WAS REVIEWED IN THE PREPARATION OF THIS MAP.
6. DEED OF RECORD BEARINGS HAVE BEEN RECHECKED CLOCKWISE EXCEPT TO CONFORM WITH THE BASIS OF BEARING, AS REFERENCED IN NOTE 3 ABOVE.
7. _____ INDICATES CONTIGUOUS BOUNDARY.
8. THE PROPERTIES SUBJECT TO THE ANNEXATION AGREEMENT RECORDED WITH THE CLERK AND RECORDER OF PITKIN COUNTY AS RECEPTION NO. _____

POINT OF COMMENCEMENT FOUND 3" OLD BRASS CAP ON 1" PIPE FOR APPT TRACT 59 TRACT 59

FOUND REBAR AND CAP L.S. #1088

POINT OF BEGINNING SET REBAR AND CAP L.S. #2861

FOUND 2" ALUM. CAP WITH NAIL L.S. #1649



STOTT'S MILL ANNEXATION TABLE

ANNEXATION PERIMETER	2,862.20
ANNEXATION PERIMETER CONTIGUOUS BOUNDARY	841.57
	1,920.63

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

BOUNDARY TABLE

LINE	BEARING	LENGTH
L1	S 77°30'40" E	53.82
L2	S 52°47'36" E	46.26
L3	S 27°14'41" E	41.83
L4	S 21°23'21" E	31.83
L5	S 20°25'41" E	42.29
L6	S 14°25'41" E	26.16
L7	N 77°18'12" E	44.88
L8	N 61°19'01" E	41.61
L9	N 64°29'21" E	31.54
L10	N 53°36'41" E	71.37
L11	N 55°19'11" E	61.37
L12	N 64°49'01" E	51.79
L13	N 64°20'41" E	23.75
L14	S 61°20'41" E	44.88
L15	S 26°28'41" E	64.26
L16	S 20°25'41" E	31.83
L17	S 20°25'41" E	42.29
L18	S 27°14'41" E	51.83
L19	S 32°47'36" E	64.26
L20	S 37°23'44" E	56.82
L21	S 32°47'36" E	64.26
L22	N 62°45'00" E	67.83

NOTES: 1) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. 2) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR DRIVE UNLESS OTHERWISE NOTED. 3) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR DRIVE UNLESS OTHERWISE NOTED. 4) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR DRIVE UNLESS OTHERWISE NOTED. 5) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR DRIVE UNLESS OTHERWISE NOTED.

C) Narrative + Map

SECTION 2

INTRODUCTION, PROJECT BACKGROUND, SUPPORTIVE INFORMATION AND JUSTIFICATION

INTRODUCTION – BACKGROUND

The 18.014 acre Stott's Mill Property is located between the Southside PUD subdivision and the Basalt High School. There have been a number of proposals for what is commonly known as the Stott Property since 2000. This particular project is very similar to the Stott's Mill Project proposed by MSP 1 that was approved in 2009 (by virtue of adoption of ordinance 18-2009). For a number of reasons various approval documents were not recorded and the property was not annexed into the Town. There was a subsequent proposal for development submitted by the Aspen Valley Medical Foundation which was approved a few years after Stott's Mill. For different reasons, that project, though approved was also not recorded and annexation did not take place. MSP 1 is now proposing an updated development plan for the parcel.

This project is very similar to the one approved in 2009. There is still a small lot – single-family area on the eastern two thirds of the property and a multifamily component along Southside Drive on the western portion of the property. The road system is nearly identical, and the open space plan is identical. The only change in the proposal from a land use perspective is that the proposed multifamily area now includes an apartment – style concept as opposed to a mix of small multifamily and townhome style units. Overall density is now proposed at 156 units as opposed to the previously approved 110.

As such, MSP 1 is interested in reinstating the original, approved PUD plan with necessary amendments so that a development plan can move forward on the site. The Town and Developer into a Predevelopment Agreement that was signed in November 2015.

TYPE OF APPLICATION

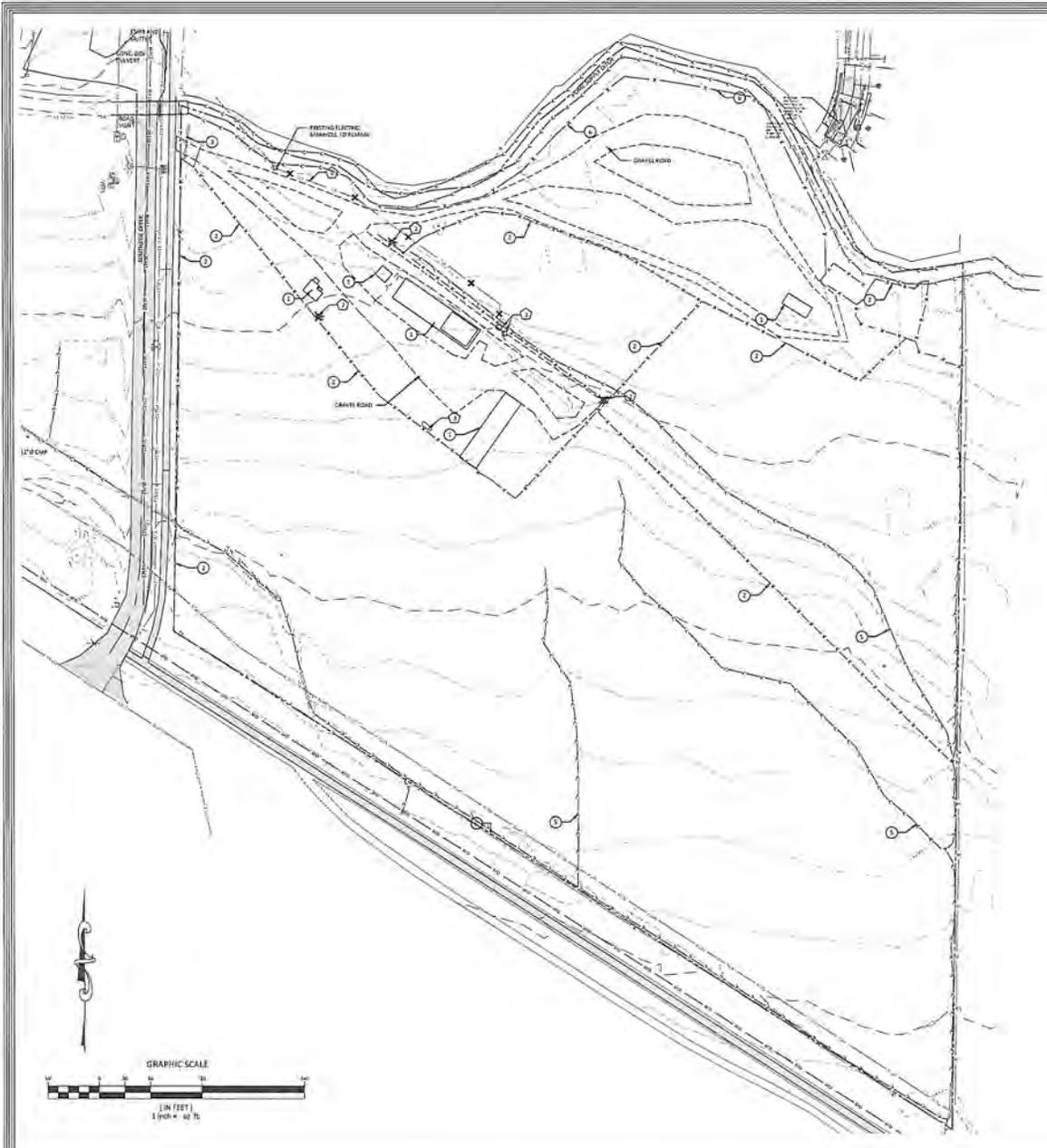
This particular land use submittal is a request for annexation only. As the application for annexation is being processed, MSP 1 intends to submit a series of land use applications that will be reviewed by Town staff, Planning and Zoning Commission and the Town Council. We intend to provide within the next month a Minor PUD Amendment Review and Extension to Reinstate 2009 development approvals for Phase 1 as well as a sketch plan concept for Phase 2.

PROJECT SITE

The 18 acre Stott's Mill property is located on the east side of Southside Drive between the Southside PUD Subdivision and the Basalt High school. A vicinity map is included in the technical documents section of the application. The parcel is relatively flat and has no geologic hazards. It is one of the largest undeveloped parcels that lie within the Basalt Urban Growth Boundary (UGB). It is bounded on the north by the Home Supply Ditch; on the east by agricultural land; on the south by the Rio Grande Trail/RFTA right-of-way and on the west by Southside Drive. The site has most recently been the home of the Stott's Lumber Mill Yard, though this has been not active for a number of years. Prior to the lumber and sawmill activities, the land was used for agricultural purposes. The property has access from Southside Drive and can be connected to the Southside Subdivision via a connection to Allison Drive. Town utilities are located in Southside Drive

PROPOSED PROJECT/SITE PLAN

Stott's Mill is a new urbanist development which features a grid system laid out on an east-west axis. Alley access is provided for the heart of the project, which allows the streetscape to accommodate parallel parking on both sides of the streets. This not only provides a streetscape where the architectural design is oriented with front porches and living areas, but eliminates street cuts and provides ample parking. A total of 156 units are being proposed. The majority of



GENERAL UTILITY NOTES:

- EXISTING CONDITIONS BASED UPON IMPROVEMENT SURVEY BY SOPIRIS ENGINEERING (L.C. DATED SEPT 2005).
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON UTILITY MAPS, LOCATES OR OTHER INFORMATION PROVIDED BY UTILITY COMPANIES AND ACTUAL FIELD LOCATIONS IN SOME INSTANCES. THESE UTILITIES, AS SHOWN MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
- ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, SHALL BE MAINTAINED BY CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO OR INTERRUPTION OF SERVICES CAUSED BY THE CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN HIS CONSTRUCTION OPERATIONS TO THE SITE BOUNDARIES AND SPECIFIC RIGHT OF WAY. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THE AREA WITHOUT THE PRIOR EXPRESSED CONSENT OF THE OWNER OR DEVELOPER AT HIS OWN RISK.
- CONTRACTOR TO COORDINATE ALL UTILITY WORK WITH THE RESPECTIVE UTILITY COMPANY PRIOR TO CONSTRUCTION.
- ALL UTILITY SERVICES SHALL REMAIN IN SERVICE TO OTHER USERS. A 24 HOUR NOTICE SHALL BE GIVEN PRIOR TO ANY TEMPORARY SHUT DOWN FOR UTILITY RELOCATION.

SITE UTILITY NOTES:

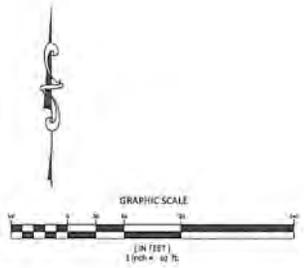
- EXISTING STRUCTURES TO BE REMOVED
- EXISTING FENCE TO BE REMOVED
- EXISTING COLLECTOR TO BE REMOVED
- REMOVE AND REMOVE EXISTING ASPHALT, COORDINATE CONSTRUCTION TO MAINTAIN PEDESTRIAN AND VEHICULAR ACCESS.
- ABANDON EXISTING IRRIGATION DITCH
- EXISTING FENCE TO BE REMOVED AFTER LANDSCAPE FINISH AND PARK (IF MOVEMENTS HAVE BEEN COMPLETED).
- EXISTING HISTORIC SAWN TO BE RELOCATED TO THE NORTH PARK, REFER TO LANDSCAPE PLANS FOR LOCATION AND DETAILS.

UTILITY ABANDONMENT NOTES:

- CONTRACTOR TO COORDINATE ABANDONMENT AND/OR RELOCATION OF THE EXISTING UNDERGROUND UTILITIES WITH THE UTILITY PROVIDER. THE UTILITY PROVIDER IS TO PERFORM ALL UTILITY AND/OR NECESSARY. CONTRACTOR TO PROVIDE TRACING, RECORDS AND BACKFILL NECESSARY FOR MAINTENANCE.
- CONTRACTOR TO LOCATE THE EXISTING PRIVATE WATER SYSTEM CHUTE AND VERIFY SIZE AND LOCATION PRIOR TO CONSTRUCTION. CONTRACTOR TO FLAG AND ABANDON ALL PRIVATE WATER LINES ON-SITE.
- CONTRACTOR TO COORDINATE ABANDONMENT OF THE EXISTING GAS WITH THE GAS PROVIDER. THE GAS COMPANY IS TO PERFORM ALL WORK NECESSARY FOR GAS ABANDONMENT.
- CONTRACTOR TO REROUTED THE EXISTING LATERAL IRRIGATION DITCH USING AN UNDERGROUND IRRIGATION SYSTEM. CONTRACTOR TO INSTALL 4" ADD DRAIN LINES AND 12" ADD 12" PIPE FOR EQUIVALENT WITH A PAVED DRAIN SECTION. CONTRACTOR TO TEST THE EXISTING 12" CONCRETE CHUTE. CONTRACTOR TO COORDINATE LANDSCAPE ADJACENT TO THE HIGH PRESSURE GAS LINE WITH THE GAS COMPANY. REFER TO PROTECTION TRANSPARENCY SHEET 034 FOR DETAILS.

EXISTING LEGEND:

- EXISTING CONTOUR
- EXISTING CONTOUR INTERVAL
- EXISTING 4" WATER MAIN
- EXISTING 8" SANITARY SEWER MAIN
- EXISTING 12" TEL. CABLE (R&G)
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING CABLE
- EXISTING FIBER OPTIC
- EXISTING IRRIGATION PIPE
- EXISTING DRAINAGE DITCH
- EXISTING STORM SEWER
- EXISTING EAST/WEST
- EXISTING PROPERTY LINE
- EXISTING SETBACK (S)
- EXISTING ZONE OF INFLUENCE
- EXISTING TOP OF ASPHALT
- EXISTING DRIVE PAVEMENT
- EXISTING ROCK WALL
- EXISTING ELECTRIC MANHOLE
- EXISTING DRAINAGE MANHOLE
- EXISTING SERVICE MANHOLE
- EXISTING TELEPHONE MANHOLE
- EXISTING UTILITY MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING LIFE HYDRANT
- EXISTING WATER VALVE
- EXISTING CURB STOP
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE ELECTRICAL
- EXISTING GUY/FEEDER
- EXISTING CONCRETE DRAINAGE
- EXISTING LIGHT POLE
- EXISTING SIGN
- EXISTING STORM INLET



DATE	12-07-2010
BY	
REVISION	
NO.	
SOPIRIS ENGINEERING, L.L.C. CIVIL CONSULTANTS 5020 W. 11TH AVENUE COLORADO SPRINGS, CO 80904-3311 P.O. BOX 1070 P.A.K. (P) 719.593.0273	
STOTT'S MILL PUD BASALT, COLORADO EXISTING CONDITION / SITE DEMOLITION PLAN ANNEXATION SUBMITTAL	
DATE:	12-07-2010
JOB NO.:	15115
SHEET:	C-2



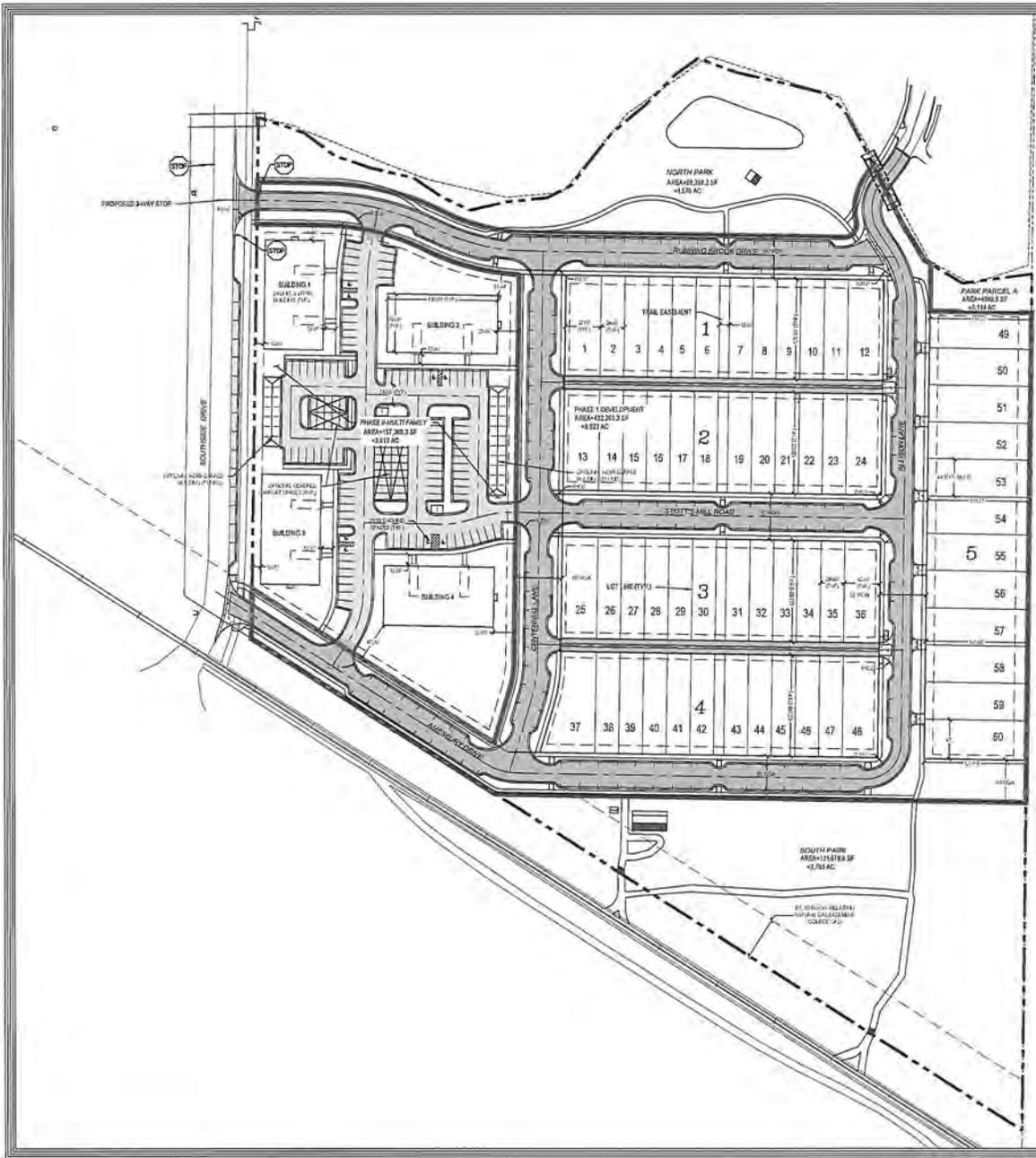
CALL 811 TO REPORT ANY UNLAWFUL OR UNAUTHORIZED WORKING FOR THE SAFETY OF THE COMMUNITY.
 811 IS A SERVICE PROVIDED BY THE CITY OF COLORADO SPRINGS.

project design is very similar to the Stott's Mill Plan that was proposed and approved in 2009.

Single – Family Component

The heart of the project is the east/west grid pattern which is proposed to comprise of 60 units on relatively small single - family lots. 40 of these lots are 28 feet in width by 120 feet in length. The remaining lots are slightly larger, varying in width from 42 feet to 47 feet – with the largest lot being slightly more than 5000 ft.² in size. This area is designed to provide builders and occupants with a grid pattern that is most similar to Old Town Basalt. The majority of lots will be accessed off of the paved alley. For the 28 foot wide lots, home sizes are intended to range from 1328 SF to 2000 SF in size, with front porches to help frame the streetscape. Houses and zoning requirements would generally conform to the R-3 Traditional Neighborhood/Hill District standards, but no FAR is being proposed. Instead, there will be dimensional criteria which outline the setback requirements. 10 foot wide utility easements are proposed along the front lot lines and 7 foot wide utility easements along the rear. Side yard setback shall be a minimum of 5 feet, with 10 feet being the minimum between residential structures. Home occupations for this zone district are pegged at 15% of the living space.

The Development Program for this narrow lot area is slightly different for homes that are corner lots or along the eastern boundary of Stott's Mill. The corner lots will allow for a slightly larger home size. The lots along the eastern boundary are also relatively narrow – between 44 feet and 47 feet in width and are oriented on an east - west axis. This is slightly different than the previous development program which proposed eight lots along this area that were somewhat larger in size. The development program is slightly different here due to a number of factors. One factor was that with the previous proposal, there was considerable pushback related to this slightly larger house size. A second factor is that the



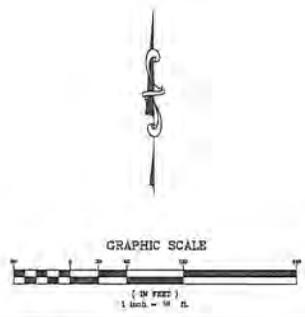
STOTT'S MILL DENSITY SUMMARY TABLE

STOTT'S MILL	DESCRIPTION	AREA (SF)	AREA (AC)	UNITS	UNIT TYPE	DENSITY (UNITS/ACRE)
PHASE 1	BLOCK 1	45,120	1.04	12	SINGLE FAMILY	11.57
	BLOCK 2	45,120	1.04	13	SINGLE FAMILY	11.55
	BLOCK 3	45,120	1.04	13	SINGLE FAMILY	11.56
	BLOCK 4	46,108	1.06	13	SINGLE FAMILY	11.54
	BLOCK 5	63,027	1.47	12	S/DUPLEX	8.18
ROW	198,874	4.59	N/A			
TOTAL #	422,240	9.38	58		6.05	
PHASE 1 PARKS	NORTH PARK	64,368	1.57	PASSIVE/UTILITIES		
	PARCEL A	4,987	0.11	PASSIVE/UTILITIES		
	SOUTH PARK	111,679	2.79	ACTIVE		
PHASE 2	DESCRIPTION	AREA (SF)	AREA (AC)	UNITS	UNIT TYPE	DENSITY (UNITS/ACRE)
	MULTI-FAMILY	157,388	3.61	59	APARTMENTS	26.57
TOTAL AREA #		784,565	18.03			

STOTT'S MILL PARKING TABLE

STOTT'S MILL - PARKING SUMMARY

PHASE	UNITS	PARKING REQUIRED	LOT	STREET	TOTAL	±%
BLOCK 1	12	26	24	19	43	7
BLOCK 2	13	26	24	25	49	6
BLOCK 3	13	26	24	26	49	6
BLOCK 4	13	26	24	21	45	9
BLOCK 5	12	26	26	0	26	0
PHASE 1 SUB TOTAL	53	106	122	80	212	32
PHASE 2	59	142	148	44	192	1
NORTH PARK	N/A	N/A	N/A	15	15	15
SOUTH PARK	N/A	N/A	N/A	23	23	23
TOTAL #	112	248	270	142	444	75



Sopris Engineering, LLC
CIVIL CONSULTANTS
 500 MAIN STREET
 COLORADO SPRINGS, COLORADO 80905
 PHONE: 719.575.0000
 FAX: 719.575.0033

DATE: 1/16/2015
 DESIGNED BY: JCB
 CHECKED BY: EJM
 SHEET: EXH 1

STOTT'S MILL PUD
 BASALT, COLORADO
 SITE PLAN - LAND USE & PARKING TABLES
 PRE-DEVELOPMENT AGREEMENT

Developer wishes to maximize the good views, nearby agricultural setting and river bottom area that is characteristic of land to the east of Stott's Mill.

Multifamily Component

The west part of the project adjacent to Southside Drive is proposed to be a single parcel approximately 3.6 acres in size. The conceptual plan is to build for multifamily apartment style buildings that could hold up to 24 units each – for a total of 96 units. The parcels are proposed to be entirely rental units with a dwelling unit mix of one and two bedroom units. The underlying zone district for this part of the project is proposed to be R-4 MD Zone Distinct. The units will not be built to accommodate future condominiumization. The plan calls for home occupations to be allowed as per the underlying zoning.

This multifamily lot will have access from a number of points – though no direct driveway cuts to Southside Drive. Vehicular access can occur from the north on Running Brook Drive, along the southern Boundary of the Project Adjacent to the Proposed Amesbury Drive or along the eastern flank of the project via Stott's Mill Road. All required parking is proposed to be provided on private property. 15 on-street parking places are proposed to be placed within the eastern edge of the Southside Dr. right-of-way. Approximately 40 of the parking spaces are proposed to be either covered carports or in some kind of single-story structure.

Circulation

The interior of the single-family area will have a grid street pattern which features three streets on an east-west axis and two streets oriented in a north/south direction. These rights-of-way range from 50 to 55 feet with. The circulation plan proposes two vehicular access points to the project from Southside Drive. There is one proposed right-of-way connection with the property to the east for purposes of future access.

Alley width is proposed to be 16 feet to allow for adequate turning movements to garage/Carports, which will be required by zoning to be set back 7 feet from the property line. Required parking for most lots is provided off of the alleys, with no driveway cuts being allowed on the formal streets with the exception of the row of lots (12 units) along the eastern boundary. Streets are proposed to have parallel parking lanes and sidewalks on both sides. A connecting point is also provided to the Southside PUD the Allison Drive.

Pedestrian bulb-outs are being proposed for street intersections in order to facilitate pedestrian safety. An open space parcel is proposed at the northeast corner of the project, and this would allow for a pedestrian connection to the property to the east if it is ever developed. There is a 12 foot wide trail/pedestrian easement through the project within the single-family area on a north-south access to facilitate pedestrian access and which links the north and south park open space areas.

Open Space

A total of 4.48 acres of open space is being provided in three distinct parcels. The "North Park" section is approximately 1.57 acres in size and backs up to the Home Supply Ditch and the South side PUD. North Park is designed as a passive open space, with paths and the relocation of the historic log structure that presently is situated on the Stott's Mill property. Vegetation replacement/planting along the Ditch will comply with the conditions from the 2009 Stott's Mill approval. The area called "South Park" is approximately 2.79 acres in size and abuts the RFTA right-of-way. Paths throughout South Park, a restroom facility and a small storage facility for the Town Public Works Department or to accommodate trail grooming equipment is also being proposed (consistent with the 2007 submittal). Some active recreation facilities were discussed for the eastern portion of South Park. These are open for discussion. Please note that there is a 50 foot wide Source Gas easement that runs adjacent

to the RFTA right-of-way along the southern boundary of Stott's Mill. North and South Park were originally designed to contain a shallow, depressed grassy area for storm tension purposes. Both these areas can double as small play areas for children or noncompetitive sports for adults.

Finally, there is an open space parcel 4987 ft.² in size at the northeast corner of the project that was previously mentioned to provide pedestrian access, if ever needed, for the parcel to the east. This parcel will also be landscaped, and will only have passive recreation potential or pedestrian uses due to its small size.

Existing Zoning and Adjoining Land Uses

Existing Zoning. The Stott's Mill property lies at the southern fringe of the town of Basalt and lies in Pitkin County. The property is currently zoned AFR-10 (Agriculture/Forestry/Residential). This zone district allows agricultural uses and residential uses can be built at a density of one unit or 10 acres.

Existing Land Use. The property has most recently been used as a sawmill and as an agricultural operation. The sawmill operation ceased a number of years ago. There is also some storage under a pole barn and some miscellaneous equipment stored at the northwest corner of the property.

Adjoining Land Uses. The subject property is bounded on the south by the RFTA Corridor/Rio Grande Trail and the Basalt High School, on the west by Southside Drive and agricultural operations, on the north by the Home Supply Ditch and the Southside PUD, and on the east by agricultural land. A list of property owners within 300 feet is included with the other technical documents (section 4).

Project Summary Data

Site Area:	18.014 acres
Max number of Residential Units:	156
Max number of Multi family:	96
Max number ofSFD:	60
Density (Gross)	8.7 units/acre
Public Open Space:	4.47 ac. (24.8%)
Parking provided at parks:	39
On- street parking:	124
Right-of-way dedicated	4.29 ac.

SUPPORTIVE INFORMATION

Geotech/Soils Description. A Preliminary Geotechnical Study was previously performed on the Stott's Mill Property and subject to the report dated October, 2007. . This was previously provided to the town and will be resubmitted under separate cover.

Mailing Directly Addresses Of All Property Within 300 Feet.

Provided in the Miscellaneous Documents section (section 3).

Water Use and Water Rights. A Water Rights Dedication Report and Update was completed on December 6, 2008 by Resource Engineering, Inc.. This Water Rights report was done for the number of units negotiated as part of the 2009 approval for the project. This report will be updated once all parties confirm the number of units that will be accepted as part of this land use application. The Developer will also investigate the irrigation activities that have occurred on the property since 2011.

Title Commitment. A Title Commitment was submitted to the town with the previous application. A new title commitment has been ordered and will be sent under separate cover. As an FYI, there is an amended Source Gas Easement for the property that was recorded as reception number 543557. This allows a paved road and related appurtenances to be constructed within the easement. This document was provided to the Town with the Stott's Mill final plan in December 2008. We would be happy to send another

Statement on Community Need for Proposed Annexation and Zoning. Stott's Mill is located within the Basalt Urban Growth Boundary, is in general compliance with the Basalt Master Plan of 2007, and represents a logical

extension of the town boundaries. Compliance with Master Plan Goals and Policies on a point by point basis is included in section 4.

Other Information Requested By the Planning Department

Removal of “Lumberyard Activities”. The lumberyard structures and other stored items on the property will be removed as part of the first phase of development – with mobilization and installation of physical infrastructure. The small cabin presently located on the site that may have been used as a storage shed and/or playhouse will be relocated to the North Park area and will be incorporated into North Park as a playhouse, if the town wishes to utilize the structure. Others structures will be demolished unless other appropriate uses or purchasers become evident. Soils test and observations will be made in the vicinity of the fuel tanks to see if any “environmentally safe removal techniques” are required.

Square Footage of Streets to Be Maintained By the Town. Final measurement being refined.

Status on Any Agreements Related to Provision of Water, Sewer and Southside Drive. At this time, there are no existing agreements related to provision of water, sewer and Southside Drive that have been independently made by Stott’s Mill representatives or owners. The Developer will comply with any cost recapture requirements for the Southside Water tank and/or other agreements that are of record. With the previous Stott’s Mill application, the Developer underwent proceedings for inclusion into the Basalt Sanitation District. All items were completed with the exception of signing the Inclusion Agreement itself. Stott’s Mill will be submitting plans and a Reimbursement Agreement with the Sanitation District for review of their plans.

COMPLIANCE WITH SECTION 15-7, ANNEXATION AGREEMENT AND VARIOUS TOWN POLICIES

This section of the application will address the issue of compliance with Section 15-7 of the Basalt Municipal Code.

Annexation Agreement. Developer will enter into an annexation agreement with the Town, assuming approval of the Land Use Application.

Fees. The Developer, as part of a Annexation Agreement will pay all required fees subject to the land Use process. The chart included below lists all known development related fees for the Stott's Mill land use application. Relevant code sections, amount required and comments are noted in the chart.

Potential Stott's Mill Fee Schedule – November 2015

ITEM	REQ./PROVISION	CODE SEC.	AMOUNT/COMMENT
Ped & Transp. Impact Fee	2009 Fee (Will have to be updated to today's dollars) \$.85 per total square foot -Free Market Detached \$.70 per total square foot- Free Market Attached \$.45 per total square foot- Detached Community Housing \$.35 per total square foot- Attached Community Housing	15-7	

Special Improvement Fee	\$1 per SF	15-7	
Affordable Housing	Being changed to 25% of residential square footage and 20% of units	15-7 & 16-411 to 16-420	New requirements are effective. Intend to provide with rental units.
School Land Dedication	Fee based on 1776 SF of land/student (0.54 SF/SF and 0.38 SF/MF).	15-7 & 17-16	\$3,344 per free-market, multifamily unit \$4,753 per free-market single-family unit \$1,265 per AH multi-family \$1,805 per AH single-family Have contacted RE-1 regarding dedicating residential units in lieu of land or fees.
Park Dedication/Open Space	Variable dedication requirements.	17-15, 16-73 & Master Plan	Proposal is to provide same open space as per 2009 approval.
Surcharge A	\$500 per tap	43-28	Removed from Code pursuant to Ordinance No. 18, Series of 2008
Surcharge B	\$500 per tap	43-28	Removed from Code pursuant to Ordinance No. 18, Series of 2008
Surcharge C	\$700 per EQR	13-28	For all connections to water main from Fiou Lane/Southside to Basalt H.S.
Surcharge D – Water Tank	\$1,880 Per EQR increasing 5% annually beginning on January 1, 2010	13-28	Established pursuant to Ordinance No. 18, Series of 2008
Water Tap Fees	\$5217 per EQR	13-26	On-line code suggests this has not

**TOWN OF BASALT
ACTION ITEM SUMMARY
ADMINISTRATION**

Item Number: 8D
Date: February 09, 2016
From: Tom Smith, Town Attorney

SUBJECT:

Resolution of the Town Council of Basalt, Colorado, Colorado, related to the restated employment agreement of the Town Manager and increase in base salary.

RECOMMENDATION:

Consideration of Resolution #08, approving a restated employment agreement of the Town Manager

DETAILS:

This Employment Agreement is intended to consolidate contract amendments agreed to by the parties in connection with Employee's 2015 annual review with the original Employment Agreement as modified based on prior annual reviews

Related State Statute and/or Town Actions: Home Rule Charter

Amount Requested: \$7708.05

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, RELATED TO
THE RESTATED EMPLOYMENT AGREEMENT OF THE TOWN MANAGER AND
INCREASE IN BASE SALARY**

Town of Basalt, Colorado

**Resolution No. 08
Series of 2016**

RECITALS

1. The Town of Basalt entered into an Employment Agreement with Mr. Mike Scanlon to be Town Manager on October 30, 2012.
2. The Employment Agreement states that, "The Town Council may review and evaluate the performance of the Employee at least annually, typically in the month of December so that Employee's salary may be set for the ensuing year."
3. There have been multiple addendums to the Town Manager's Employment Agreement and attached is a restated Employment Agreement that incorporates all previous addendums.

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

Section 1. The Town Council wants to first express their satisfaction in Mr. Scanlon's work.

Section 2. The Town Council would like to see improvement in Mr. Scanlon's communication both at the Town level and Town Council level.

Section 3. The Town Council after reviewing Mr. Scanlon's current salary and benefits is recommending an adjustment in Mr. Scanlon's salary of 5%, which will increase his base from \$154,161 to \$161,869.

Section 4. The Town Council after reviewing the various elements of Mr. Scanlon's accepts the attached restated Employment Agreement to be dated February 9, 2016.

Section 5. All salary and benefits that were contemplated to have been paid in January will be done so retroactively upon final action of the Town Council.

READ AND ADOPTED by a vote of ___ to ___ on February 9, 2016.

TOWN OF BASALT, COLORADO

BY: _____
Jacque R. Whitsitt, Mayor

ATTEST:

By: _____
Pam Schilling, Town Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is made and entered into this ___ day of _____, ~~2012~~2016, by and between the Town of Basalt, Colorado, a home rule municipality, (Town) and Michael Scanlon (Employee).

RECITALS

- A. In accordance with §6.1 of the Town of Basalt Home Rule Charter, The Town desires to employ the services of Employee as Town Manager of the Town of Basalt, Colorado.
 - B. It is the desire of the Governing Body of the Town of Basalt, Colorado, which is the Town Council, to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee.
 - C. It is the desire of the Town Council to secure and retain services of Employee and to provide incentive for him to remain in such employment.
 - D. It is the desire of the Town Council to make possible full work productivity by assuring Employee's morale and peace of mind with respect to financial security.
 - E. Employee desires to accept employment as Town Manager of the Town of Basalt, Colorado.
 - F. Employee represents that he possesses the necessary qualifications and abilities to carry out the stated functions of the position of Town Manager, and the Town Council has determined, based upon information provided by the Employee, that Employee is qualified to perform such functions.
 - G. The Town and Employee desire to enter into this Agreement to set forth the specific terms and conditions of their relationship.
 - H. This Employment Agreement is intended to consolidate contract amendments agreed to by the parties in connection with Employee's 20156 annual review with the original Employment Agreement as modified based on prior annual reviews.
- ~~G.~~

In consideration of the mutual covenants, conditions and promises contained herein, the parties agree as follows:

1. DUTIES

The Town and Employee agree that Employee shall serve at the pleasure of the Mayor and Town Council on an at-will basis in the capacity of Town Manager, performing the functions and duties of Town Manager as specified in the Basalt Municipal Code (Section 2-61), Basalt Home Rule Charter (Article VI, Section 6.1) and other applicable laws and Town ordinances, and that Employee shall perform other reasonable and legally permissible duties as assigned by Mayor and Town Council.

Employee's employment as Town Manager shall be exclusive employment and he shall devote his full energies and efforts to the performance of his duties, provided, however, that upon prior consent of the Mayor and Town Council, the Employee shall be entitled to accept occasional teaching, consulting or speaking engagements or other work which does not conflict with the performance of his duties. Employee agrees to remain in the exclusive employ of the Town while this Agreement is in effect.

2. TERM

This Agreement shall remain in full force and effect from the date of execution until termination by one or both of the parties under the terms of Section 3 below. As required by the Home Rule Charter and Town Code, the parties agree that Employee shall be employed as an at-will employee. While recognizing that employment is at-will, the initial appointment as Town Manager and term of this Agreement shall be until the first council meeting in January, ~~2016~~2019.

3. TERMINATION

~~a. In the event Employee is terminated for any reason other than the exceptions set forth in Subsection 3.b., the Town agrees to pay Employee severance compensation, subject to Employee's execution of a release agreement as outlined in subsection 3.d below, which shall be Employee's regular salary and benefits for a period of eight (8) months beyond his last day of work.~~

~~Severance compensation shall be based upon Employee's salary rate in effect at the time of termination. This is payable in installments at the same time other employees of the Town are paid, or a lump sum payment equal to such amount, with the method of payment to be determined by the Employee. Vacation and sick leave does not accrue after the termination date. The Town's contribution to life insurance and disability insurance premiums cease at the time of termination, however, Employee shall be entitled to health insurance coverage as provided by law. —~~In the event Employee is terminated prior to January, 2018, for any reason other than the exceptions set forth in Subsection 3.c below, the Town agrees to pay Employee severance compensation which shall consist of twelve (12) months of Employee's regular salary, retirement benefits, and individual health benefits, at the rates and amounts in effect at the time of termination, and payable in equal installments at the same times that other Town employees are paid their salaries. No vacation or sick leave shall accrue to Employee after the date of termination. The Town's contributions to Employee's life insurance and disability insurance premiums shall terminate on the day of termination.

b. In the event Employee is terminated after January, 2018, for any reason other than the exceptions set forth in Subsection 3.c below, the requirements of Subsection 3.a shall apply except that severance compensation shall be reduced to eight (8) months.

bc. Exceptions: The Town shall not pay severance pay for termination of this Agreement

under the following circumstances:

1. In the event Employee is otherwise entitled to severance pay pursuant to subsection 3.a but fails or refuses to sign within sixty (60) days from the date of termination of this Agreement a release agreement as set forth in subsections 3.a and 3.d.
2. In the event Employee resigns his position as Town Manager, thereby terminating the Agreement. Employee shall provide not less than thirty (30) days written notice to the Mayor of such resignation and termination. In such case, Employee will be paid any accrued and unpaid/unused benefits in accordance with Town policy.
3. In the event Employee is convicted of any felony or any illegal act involving personal gain to him.
4. For cause. For purposes of this Agreement, "cause" means: Employee's unauthorized non-medical absence from his duties hereunder for a period exceeding five (5) consecutive business days; or Employee's failure to, refusal to, or inability to, perform all of his duties hereunder to the satisfaction of the Town Council, which failure, refusal, or inability is not be cured within thirty (30) days following the Town's delivery to the Employee of a written notice specifying the factors or events constituting such failure, refusal, or inability (or, if such failure, refusal, or inability cannot be cured within such thirty (30) day period, the Employee's failure to affect such cure within a reasonable time thereafter).

c. Employee may, at his option and upon written notification to the Mayor, declare this Agreement terminated and be entitled to the severance pay outlined in subsection a. in the event the Town is in breach of this Agreement or if Employee's performance or continued employment is discussed in a public meeting.

d. In consideration of the receipt of severance pay, Employee shall, within sixty (60) days of the termination date of this Agreement, sign a release agreement whereby Employee shall release the Town, its heirs, officers, officials, employees, successors, agents and assigns from and any and all liability including, without limitation, actions, causes of action, losses, damages, demands and suits of whatsoever kind or nature, and claims of tort, breach of contract, wrongful discharge, violation of law, including, but not limited to those laws which prohibit discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, age and disability, which Employee might at the time of termination of this Agreement or might thereafter have, whether known or unknown at the time of termination, or thereafter developing against the Town, arising out of or in any way connected with, directly or indirectly, Employee's employment with the Town. Such release agreement shall also indicate Employee's further agreement that he will not file or permit to be filed on his behalf, any lawsuit against the Town or any of the persons released in said waiver of liability.

4. SALARY

The Town agrees to pay the Employee for his services rendered pursuant to this Agreement an initial annualized base salary of (\$~~125,161.869,000~~) payable in installments at the same time other employees of the Town are paid. Employer agrees to review said salary and other benefits of Employee and modify such amounts and to such extent as the Town Council may determine is desirable to do so on the basis of an annual performance evaluation and salary review as set forth in Section 6 herein. In addition, the Town may, in its sole discretion, grant bonuses and benefits to Employee for performance or on any other basis determined by Town.

5. LIABILITY INSURANCE.

The Town agrees to provide liability insurance to cover the Employee against any tort, professional liability claim, demand, or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Town Manager. Said policy shall survive termination of this Agreement in accordance with the terms of the liability policy.

6. PERFORMANCE EVALUATION

The Town Council may review and evaluate the performance of the Employee at least annually, typically in the month of December so that Employee's salary may be set for the ensuing year. In order for the Employee to maintain his accreditation with the International City/County Management Association (ICMA) the Town agrees to perform a 360 Evaluation of the Employee ~~at his review in December of 2013~~ at his request, per the requirements and using ICMA's 360 Evaluation format.

7. DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT

The Town agrees to pay for the professional dues and subscriptions of Employee necessary for his participation in international, national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional participation and growth and for the benefit of the Town, all as approved in the Town's annual budget. The Town agrees to pay for the continuing education, seminars, institutes, and training of the Employee including travel, registration, and subsistence cost that are appropriate for his continued professional development and for the benefit of the Town, all as approved in the Town's annual budget.

8. TECHNOLOGY ALLOWANCE

The Town agrees to reimburse Employee's actual costs not to exceed \$150.00 per month for smart phone and residential Internet connectivity, subject to Employee's documentation of such costs.

9. TRANSPORTATION ALLOWANCE

~~In accordance with Section 4.C of the Town of Basalt Employee Handbook, t~~The Town shall provide \$7200 in the form of a Transportation Allowance reimbursement to Employee payable in installments monthly for authorized expenses, including without limitation reimbursement of travel expenses and per diem allowance while on Town business or while attending a meeting for the Town.

10. RELOCATION COSTS

~~The Town shall pay to Employee actual costs not to exceed \$3,000.00 to cover the costs of relocation, including travel expenses, associated with his employment pursuant to this Agreement.~~

11. RETIREMENT BENEFITS – TOWN 401K PLAN

The Town shall contribute 5.00% based on an equivalent Employee match to the Town's 401K plan. This contribution amount contemplates the Town maintaining an employee maximum contribution of 5.00%. Should the Town decide to decrease the contributions for all Town employees this section of the Agreement will be subject to renegotiation. ~~Employee's retirement benefits may be increased based on his performance evaluation, if the Town Council determines that Employee has exceeded the Town's expectations.~~ Additionally, the Town will contribute 5% of Employee's annual salary to a 457 Deferred Compensation Plan to be paid on the 1st paycheck of the year.

12. HOUSING ASSISTANCE, RELOCATION AND RESIDENCY

The Employee shall become a resident of the Town or reside within three (3) miles of the Town upon the start date provided in the Agreement and will find a suitable residence inside the corporate limits of Basalt or within three (3) miles thereof. The Town shall provide Employee ~~an interim a housing supplement allowance and relocation allowance~~ of \$2,000.00 per month. ~~Such allowance can be reviewed by the Town Council to be reflective of current economic conditions, for a period commencing on December 1, 2012, which shall continue for a maximum of twelve (12) months or until a residence is purchased and closed on in the Town or within three (3) miles of the Town by Employee, whichever first occurs. The Town will extend this assistance for an additional six (6) months if the Town Council determines, in the exercise of its discretion, that such additional assistance is warranted based upon outstanding job performance by Employee.~~

In addition, in the event that the Employee purchases a residence within the Town limits, the Town Council will consider the possibility of providing financial assistance for such purpose.

~~In addition to the interim housing supplement referred to above, in connection with Employee's purchase of a residence the Town agrees to provide Employee with a \$50,000.00 no interest loan, secured by a deed of trust on the purchased property. Such loan shall be repaid upon sale of the subject property or within one year after the termination of employment, whichever first occurs. Such loan may be repaid during Employee's employment in whatever amounts and rate of repayment the Employee chooses. The Town agrees to co-sign or guarantee a purchase money mortgage obtained by Employee for the purchase of the subject property, if required by Employee's lender. The Town agrees to subordinate its \$50,000.00 loan to a first purchase money mortgage.~~

123. VACATION AND SICK LEAVE

Employee shall receive ~~three~~ four weeks of vacation time per year starting as of December 3, ~~2012~~ 2013, which shall accrue in equal installments on every other Friday. ~~Employee shall also begin employment with one week of accrued vacation.~~ Employee shall be entitled to sick leave as provided in the Basalt Employee Handbook. Employee and the Town further agree and acknowledge that the duties of Town Manager often require work and attendance at meetings and other functions outside of business hours. Therefore, Employee acknowledges and agrees that he may be required to work in excess of 40 hours in any particular week. Such extra hours shall be part of his employment and shall not require additional compensation. The parties acknowledge that Employee is an "executive" as that term is used in the Fair Labor Standards Act and, as an executive the Employee is not entitled to pay for overtime.

1413. PERSONNEL RULES

All provisions of the Town Code and Employee Handbook relating to vacation, sick leave, retirement, holiday, and other benefits and working conditions now in effect, or as may be amended from time to time, shall apply to the Employee except as otherwise provided herein. The Town shall not at any time reduce the salary, compensation, or other benefits of Employee except to the degree of such reduction is across-the-board for all employees of the Town or as otherwise provided herein.

1514. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- a. Applicable Law. This Agreement shall be governed by, interpreted, and constructed in accordance with the laws of the State of Colorado.
- b. Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any

term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

- c. Descriptive Headings. The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provisions.
- d. Integration and Amendments. This Agreement constitutes the entire agreement of the parties and may not be amended unless such amendment is in writing and signed by both parties hereto. The Mayor shall sign such amendment only upon authorization of the Council.
- e. Invalidity. In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be ~~considered stricken~~considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.
- f. Effective Full-Time Date. The Employee agrees to be available on a full-time basis effective December 3, 2012.
- g. Attorneys' Fees. Each party shall bear its own attorneys' fees incurred in the negotiation, execution, and implementation of this Agreement. However, in the event of litigation to enforce or interpret this Agreement, the prevailing party in such litigation shall be awarded its reasonable costs ~~and attorneys' and attorneys'~~ fees actually incurred.

IN WITNESS WHEREOF, Town has caused this Agreement to be signed and executed on its behalf by its Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

TOWN OF BASALT, COLORADO:

EMPLOYEE:

By: _____
Jacque Whitsitt, Mayor

By: _____
Michael Scanlon

ATTEST:

By: _____
Pam Schilling, Town Clerk

AS TO FORM:

By: _____
Thomas Fenton Smith, Town Attorney

**TOWN OF BASALT
ACTION ITEM SUMMARY
ADMINISTRATION**

Item Number: 9A, 9B and 9C
Date: February 09, 2016
From: Judi Tippetts, Assistant Town
Manager/Finance Director

SUBJECT: Ordinances to extend the lease agreement with Rocky Mountain Natural Gas LLC, for:

- Regulator Station
- Border Station and
- Pipelines

RECOMMENDATION:

Consideration of Ordinance #07, #08, and #09 approving lease extensions with Rocky Mountain Natural Gas.

DETAILS:

In 1991 and 1993 we entered into a lease agreement with Rocky Mountain Natural Gas under three separate agreements. Earlier this year the contracts expired and we need to renew the three leases for an additional 25 years. Tom Smith our Town Attorney and Mike Smith our Town Manager have both reviewed the lease extension agreements. The original lease agreements are on file with Pam Schilling our Town Clerk.

Related State Statute and/or Town Actions:

Amount Requested: none

**Town of Basalt, Colorado
Ordinance No. 07
Series of 2016**

ORDINANCE OF THE TOWN COUNCIL OF BASALT, COLORADO, GRANTING A FRANCHISE BY THE TOWN OF BASALT, BASALT, COLORADO TO ROCKY MOUNTAIN NATURAL GAS LLC, A COLORADO LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS AT 600 12TH STREET, SUITE 300, GOLDEN, COLORADO 80401

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is entered into this 9th day of February, 2016, between The Town of Basalt, a Colorado statutory town ("Lessor"), and Rocky Mountain Natural Gas LLC, a Colorado limited liability company with its principal place of business at 600 12th St., Suite 300, Golden, CO 80401("Lessee"). Lessor and Lessee may be referred to herein individually as a Party or collectively as the Parties.

WHEREAS, the Parties entered into a certain lease agreement, dated October 29, 1993 and attached to this agreement as Exhibit A (the "Lease Agreement"), through which Lessor leased to Lessee the property specified in the Lease Agreement for the purpose of the construction and operation of a **Regulator Station** and related facilities; and

WHEREAS, pursuant to Section 2 of the Lease Agreement, the initial term of the lease ended on January 14, 2016; and

WHEREAS, Section 2 also provides that the Lessee may renew the lease for one additional 25-year renewal term, provided that Lessee provides written notice of its desire to renew the lease at least one year prior to date the initial term of the lease ends; and

WHEREAS, although Lessee did not provide one year's advanced written notice of its desire to renew the lease, it has been in discussions with Lessor since April 2015 regarding its desire to renew the lease for one additional 25-year renewal term as provided in Section 2 of the Lease Agreement, and Lessor has agreed to waive the one-year written notice requirement,

NOW THEREFORE, the Parties agree that the term of the Lease Agreement is hereby extended for one, 25-year renewal term, beginning on January 14, 2016. As stated in Section 2 of the Lease Agreement, the rent to be paid to Lessor by Lessee for the entire

renewal term is \$4,027.84, which Lessee will pay following the execution of this Lease Extension Agreement.

This Lease Extension Agreement does not alter the terms of the Lease. This Lease Extension Agreement, together with the Lease Agreement, represents the entire agreement between Lessor and Lessee.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Lease Extension Agreement under the appropriate titles set forth below.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON FEBRUARY 23, 2016, by a vote of ____ to ____ on FEBRUARY 09, 2016

READ ON SECOND READING AND ADOPTED, by a vote of ____ to ____ on FEBRUARY 23, 2016

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

Pam Schilling, Town Clerk

First Publication:
Final Publication:
Effective Date:

**Town of Basalt, Colorado
Ordinance No. 08
Series of 2016**

ORDINANCE OF THE TOWN COUNCIL OF BASALT, COLORADO, GRANTING A FRANCHISE BY THE TOWN OF BASALT, BASALT, COLORADO TO ROCKY MOUNTAIN NATURAL GAS LLC, A COLORADO LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS AT 600 12TH STREET, SUITE 300, GOLDEN, COLORADO 80401

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is entered into this 9th day of February, 2016, between The Town of Basalt, a Colorado statutory town ("Lessor"), and Rocky Mountain Natural Gas LLC, a Colorado limited liability company with its principal place of business at 600 12th St., Suite 300, Golden, CO 80401("Lessee"). Lessor and Lessee may be referred to herein individually as a Party or collectively as the Parties.

WHEREAS, the Parties entered into a certain lease agreement, dated January 15, 1991 and attached to this agreement as Exhibit A (the "Lease Agreement"), through which Lessor leased to Lessee the property specified in the Lease Agreement for the purpose of the construction and operation of a Town **Border Station** and related facilities; and

WHEREAS, pursuant to Section 2 of the Lease Agreement, the initial term of the lease ended on January 15, 2016; and

WHEREAS, Section 2 also provides that the Lessee may renew the lease for one additional 25-year renewal term, provided that Lessee provides written notice of its desire to renew the lease at least one year prior to date the initial term of the lease ends; and

WHEREAS, although Lessee did not provide one year's advanced written notice of its desire to renew the lease, it has been in discussions with Lessor since April 2015 regarding its desire to renew the lease for one additional 25-year renewal term as provided in Section 2 of the Lease Agreement, and Lessor has agreed to waive the one-year written notice requirement,

NOW THEREFORE, the Parties agree that the term of the Lease Agreement is hereby extended for one, 25-year renewal term, beginning on January 15, 2016. As stated in Section 2 of the Lease Agreement, the rent to be paid to Lessor by Lessee for the entire renewal term is \$6,000.00, which Lessee will pay following the execution of this Lease Extension Agreement.

This Lease Extension Agreement does not alter the terms of the Lease. This Lease Extension Agreement, together with the Lease Agreement, represents the entire agreement between Lessor and Lessee.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Lease Extension Agreement under the appropriate titles set forth below.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON FEBRUARY 23, 2016, by a vote of ____ to ____ FEBRUARY 09, 2016

READ ON SECOND READING AND ADOPTED, by a vote of ____ to ____ on FEBRUARY 23, 2016

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

Pam Schilling, Town Clerk

First Publication:
Final Publication:
Effective Date:

Town of Basalt, Colorado
Ordinance No. 09
Series of 2016

ORDINANCE OF THE TOWN COUNCIL OF BASALT, COLORADO, GRANTING A FRANCHISE BY THE TOWN OF BASALT, BASALT, COLORADO TO ROCKY MOUNTAIN NATURAL GAS LLC, A COLORADO LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS AT 600 12TH STREET, SUITE 300, GOLDEN, COLORADO 80401

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is entered into this 9th day of February, 2016, between The Town of Basalt, a Colorado statutory town ("Lessor"), and Rocky Mountain Natural Gas LLC, a Colorado limited liability company with its principal place of business at 600 12th St., Suite 300, Golden, CO 80401("Lessee"). Lessor and Lessee may be referred to herein individually as a Party or collectively as the Parties.

WHEREAS, the Parties entered into a certain lease agreement, dated November 21, 1991 and attached to this agreement as Exhibit A (the "Lease Agreement"), through which Lessor leased to Lessee a non-exclusive easement, 25 feet in width, for the purposes of laying, constructing, maintaining, operating, repairing, altering, inspecting, replacing, removing, and/or changing the size of one or more **pipelines** for the transportation of natural gas across the lands described in the Lease Agreement; and

WHEREAS, pursuant to Section 2 of the Lease Agreement, the initial term of the lease ended on January 14, 2016; and

WHEREAS, Section 2 also provides that the Lessee may renew the lease for one additional 25-year renewal term, provided that Lessee provides written notice of its desire to renew the lease at least one year prior to date the initial term of the lease ends; and

WHEREAS, although Lessee did not provide one year's advanced written notice of its desire to renew the lease, it has been in discussions with Lessor since April 2015 regarding its desire to renew the lease for one additional 25-year renewal term as provided in Section 2 of the Lease Agreement, and Lessor has agreed to waive the one-year written notice requirement,

NOW THEREFORE, the Parties agree that the term of the Lease Agreement is hereby extended for one, 25-year renewal term, beginning on January 14, 2016. As stated in Section 2 of the Lease Agreement, the rent to be paid to Lessor by Lessee for the entire renewal term is \$400.00, which Lessee will pay following the execution of this Lease Extension Agreement.

This Lease Extension Agreement does not alter the terms of the Lease. This Lease Extension Agreement, together with the Lease Agreement, represents the entire agreement between Lessor and Lessee.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Lease Extension Agreement under the appropriate titles set forth below.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON FEBRUARY 23, 2016, by a vote of ____ to ____ FEBRUARY 09, 2016

READ ON SECOND READING AND ADOPTED, by a vote of __ to __ on FEBRUARY 23, 2016

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

Pam Schilling, Town Clerk

First Publication:
Final Publication:
Effective Date:

Town of Basalt
Accounts Payable
February 9, 2016

11a

GENERAL FUND
Reimbursable

Total Reimbursable	1,488.58
Non-reimbursable	
Payroll 1/29/16, Plus Vision and Disability Insurance	101,019.42
Other Expenditures	139,015.77
Sub Total General Fund Non-reimbursable	240,035.19
TOTAL GENERAL FUND	241,523.77
Bond Fund:	68,305.25
Total Bond Fund	68,305.25
Conservation Trust Fund:	0.00
Total Conservation Trust Fund	0.00
Water Fund:	9,594.34
Total Water Fund	9,594.34
TOTAL ALL FUNDS	319,423.36

February 5, 2016

2016 Council Calendar
Potential Upcoming Schedules – Subject to Change

2/23/16 LEGISLATIVE**Worksession**

- Worksession - RFTA

Action Items

- Agreement- 180 Riverside Drive Easement Agreement
- Ordinance – 2nd Reading 104 Midland conversion to residential
- Resolution – 2016 Work Plan

3/8/15

- Worksession –TACAW Update

3/22/2016**Worksession**

- Worksession - BDDBA and Chamber

Jt. Meeting with Pitkin County re. Underpass**Action Items**

- Resolution – Eligibility Annexation Hearing Davidco Application
- Resolution – Eligibility Annexation Hearing Stott's Mill
- Resolution our Town – select square footages
- Underpass Bids

3/29 P&Z & Council Worksession

- Our Town Planning Zoning Items

LAND USE APPLICATIONS – to be scheduled when and if ready

Arbaney Kittle PUD Amendment- Pursuant to pre-development agreement
 Homestead Property Rezoning and Plan Review
 Roaring Fork Conservancy LU – pursuant to pre-development agreement
 234 Midland Avenue Amend Approvals
 309 Sopris Special Review Kai Peterson
 RFC Suites – minor PUD Amendment
 Town Park Arts Parcel – TACAW Approvals

TO BE SCHEDULED

Town Council Policy on Redevelopment
 BACH and Affordable Housing
 Adopting the 2016-2020 Capital Improvements Plan
 Police Emergency Services Dispatch
 Valley Rd/El Jebel Road Alignment
 Resolution – Attorney, Judge, Prosecuting Attorney 1st meeting after April Election
 Recycling Ordinance from Green Team
 Resolution re. Recycling once Pitkin County Takes action