



101 Midland Avenue, Basalt, CO 81621

Meeting Date: September 6, 2016
Location: Town Council Chambers

TOWN COUNCIL SPECIAL MEETING AGENDA

6:00 1. Call to Order (Mayor Whitsitt)

6:01 2. Roll Call (Pam Schilling)

6:02 3. Consent Agenda

3A. Continue the Public Hearing and First Reading of Ordinance No. 21, Series of 2016 to September 13, 2016: An Ordinance of the Town Council of the Town of Basalt, Colorado, Approving Amendments to Chapter 16, Zoning, of the Municipal Code of the Town of Basalt, Colorado, Amending the Community Serving Commercial (CSC) Zone District, Adding and Revising Definitions and Other Changes to Chapter 16, Zoning, In Order to Implement the Our Town Planning Master Plan Amendment (Susan Philp)

Motion to Consider:

Mayor, I move that the Town Council Continue the Public Hearing and First Reading of Ordinance No. 21, Series of 2016, to September 13, 2016.

6:02 4. Public Comment for Items Not on the Agenda

6:07 5. SECOND READING OF ORDINANCES NO 23, Series of 2016

5A. Public Hearing and Second Reading of Ordinance No. 23, Series of 2016: An Ordinance of the Town Council of Basalt, Colorado, Approving a Contract for the Purchase from the Roaring Fork Development Corporation Real Property Identified as Lot 1 of the Basalt Community Campus and Basalt Park Minor Subdivision (Tom Smith)

Motion to Consider:

Mayor, I move that the Town Council Approve Ordinance No. 23, Series of 2016, on second reading.

6:40 6. RESOLUTIONS *Public Comment will be taken on these Resolutions*

6A. Resolution No. 36, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Calling a Special Election on November 8, 2016 for Authorization to Incur

Debt Related to the Acquisition of 2.317 Acres of Real Property Currently Owned by the Roaring Fork Community Development Corporation, Setting the Ballot Title and Content for the Ballot Issue; and Providing Other Matters Relating Thereto

Motion to Consider:

Mayor, I move that the Town Council Approve Resolution No. 36, Series of 2016, Calling a Special Election on November 8, 2016 for Authorization to Incur Debt Related to the Acquisition of 2.317 Acres of Real Property Currently Owned by the Roaring Fork Community Development corporation, Setting the Ballot Title and Content for the Ballot Issue; and Providing Other Matters Relating Thereto

6B. Resolution No. 37, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Calling a Special Election on November 8, 2016 for Authorization to Incur Debt Related to the Design and Construction of the Basalt River Park Improvement Project; Setting the Ballot Title and Content for the Ballot Issue; and Providing Other Matters Relating Thereto

Motion to Consider:

Mayor, I move that the Town Council Approve Resolution No. 37, Series of 2016, Calling a Special Election on November 8, 2016 for Authorization to Incur Debt Related to the Design and Construction of the Basalt River Park Improvement Project; Setting the Ballot Title and Content for the Ballot Issue; and Providing Other Matters Relating Thereto

7:30 7. SECOND READING OF ORDINANCES NO. 22, Series of 2016

7A. Public Hearing and Second Reading of Ordinance No. 22, Series of 2016: An Ordinance of the Town Council of the Town of Basalt, Colorado, Amending Chapter 4, Article IV of the Basalt Municipal Code, Entitled Sales Tax, to Permit not more than 20% of the Fund Generated by the 1% Sales Tax Rate Dedicated to Capital Improvements Projects for Parks, Open Space Acquisition and Trail Projects, to be used for the Maintenance of Parks, Open Space and Trails, and Submitting this Ordinance to a Referendum Election. (Susan Philp)

Motion to Consider:

Mayor, I move that the Town Council Approve Ordinance No. 22, Series of 2016, on second reading.

7:40 8. Executive Session:

Motion to Consider:

Mayor, I move that the Town Council enter Executive Session with Town Attorney Tom Smith and Special Counsel Steve Dawes in accordance with CRS 24-6-402(4)(b), for privileged attorney-client communications and receiving legal advice regarding:

- 1) An August 25, 2016, Open Records Act request from Ted Guy and others; and
- 2) Mike Scanlon' employment and his employment agreement.

9. Council Action Item

Consideration of direction to the Town Attorney and Special Counsel regarding the August 25, 2016, Open Records Act request.

10. INFORMATION AND CORRESPONDENCE:
NO ACTION REQUIRED BY THE TOWN COUNCIL

- A. Correspondence to the Town

11. ADJOURNMENT

Motion to Consider:

Mayor, I move that the Town Council adjourn the meeting.

**TOWN OF BASALT
AGENDA ITEM SUMMARY**

Item Number:
Date: September 6, 2016
From: Tom Smith, Town Attorney

SUBJECT: ORDINANCE OF THE TOWN COUNCIL APPROVING A CONTRACT FOR THE PURCHASE FROM THE ROARING FORK COMMUNITY DEVELOPMENT CORPORATION OF LOT 1, BASALT COMMUNITY CAMPUS AND BASALT PARK MINOR SUBDIVISION.

RECOMMENDATION: OPTIONS:

- 1) Approve at Second Reading
- 2) Amend Ordinance and Contract, Approve at Second Reading
- 3) Table Ordinance for further information
- 4) Deny approval of Ordinance

DETAILS: The Ordinance and contract are similar to those approved by the Town Council for the purchase of Lot 2, Basalt Community Campus, in 2011. Issues to be considered are: 1) purchase price; 2) contingency for bond issue; 3) funding source; and 4) closing date.

Ordinance and contract have been amended since first reading to include the contingency on the passage of the bond to purchase the property on November 8th.

RELATED TOWN STATUTE AND TOWN ACTIONS: Ordinance No. 10, Series of 2011 approving contract for purchase of Lot 2, Basalt Community Campus and Basalt Park Plat

BUDGET:

ATTACHMENTS: Ordinance and Contract

**Town of Basalt, Colorado
Ordinance No. 23
Series of 2016**

**ORDINANCE OF THE TOWN COUNCIL OF BASALT,
COLORADO, APPROVING A CONTRACT FOR THE
PURCHASE FROM THE ROARING FORK COMMUNITY
DEVELOPMENT CORPORATION REAL PROPERTY
IDENTIFIED AS LOT 1 OF THE BASALT COMMUNITY CAMPUS
AND BASALT PARK MINOR SUBDIVISION.**

RECITALS

A. The Roaring Fork Community Development Corporation, a non profit corporation (hereinafter "RFCDC"), owns certain real property located in the Town of Basalt, Eagle County, Colorado, identified as Lot 1 of the Basalt Community Campus and Basalt Park Minor Subdivision and as part of the program to redevelop the property is seeking to sell Lot 1 to the Town of Basalt. The property is more particularly described in **Exhibit A** attached hereto (the Property").

B. The Town has identified the implementation of the 2002 River Stewardship Master Plan as a key goal of the Town, and has identified the redevelopment of the Property for a park and other uses as implementing several objectives of the Town of Basalt.

C. The Planning and Zoning Commission and the Town Council have adopted the Our Town Master Plan Amendment which provides that open space and view preservation with mixed use development are desired on the Property.

D. These objectives can be achieved by the Town if it purchases the Property.

E. The Town of Basalt desires to purchase the Property from the RFCDC and the Town Council of the Town of Basalt has the authority pursuant to C.R.S. 31-15-101(d) and C.R.S. 31-25-201(1) to purchase the Property.

F. At a public meeting on August 23, 2016, the Town Council considered this ordinance on first reading and scheduled a public hearing and second reading for this Ordinance on September 6, 2016 for a meeting beginning no earlier than 6:00 pm at the Basalt Town Hall, 101 Midland Avenue, Basalt, Colorado.

G. At a public hearing and second reading on September 6, 2016, the Town Council heard evidence and testimony as offered by the Town Staff and members of the public.

H. The Town Council finds and determines that it is in the best interests of the Town to approve this Ordinance. The Town Council finds and determines that this Ordinance is reasonable and necessary to promote the legitimate public purposes of the public health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN OF BASALT, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby approves the Contract to Buy and Sell Real Estate for the purchase of the Property from the RFCDL attached hereto as **Exhibit B**, (the "Contract"), subject to the contingencies identified therein.

Section 2. The Mayor of the Town of Basalt, Colorado, is hereby authorized to execute the Contract, and any ancillary documents on behalf of the Town of Basalt, as necessary to fulfill the terms of the Contract.

Section 3. This Ordinance, upon full execution, shall be recorded in the records of the Clerk and Recorder of Eagle County.

Section 4. If any part, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance and each part, section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON September 6, 2016, by a vote of 6 to 0 on August 23, 2016.

READ ON SECOND READING AND ADOPTED, by a vote of ___ to ___ on September 6, 2016.

TOWN OF BASALT, COLORADO

By: _____
Jacque Whitsitt, Mayor

ATTEST:

Pamela K. Schilling, Town Clerk

Date of first publication:
Date of second publication:
Effective date:

Exhibit A

Description

LOT 1, BASALT COMMUNITY CAMPUS AND PARK MINOR SUBDIVISION, COUNTY OF EAGLE, STATE OF COLORADO, ACCORDING TO THE PLAT THEREFOR RECORDED AUGUST 15, 2011 AS RECEPTION NO. 201115000

Exhibit B

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(Property with No Residences)
(Property with Residences-Residential Addendum Attached)**

Date: September 8, 2016

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Buyer, TOWN OF BASALT, COLORADO will take title to the Property described below as Joint Tenants Tenants In Common Other fee simple.

2.2. **No Assignability.** This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** Seller, ROARING FORK COMMUNITY DEVELOPMENT CORPORATION, is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Eagle, Colorado:

SEE EXHIBIT A

known as No. 23050 Two Rivers Road, Basalt, CO 81621,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): None Solar Panels Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. **Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price: Seller shall assign to Buyer at Closing, any and all water and sewer taps which are owned by Seller. The parties acknowledge that the sewer taps has been computed to be 34.45 EORs and which have a value of at least \$175,000.

2.5.5. **Parking and Storage Facilities.** Use Only Ownership of the following parking facilities: _____; and Use Only Ownership of the following storage facilities: _____

55 2.6. Exclusions. The following items are excluded (Exclusions):
56
57

58 2.7. Water Rights, Well Rights, Water and Sewer Taps.

59 2.7.1. Deeded Water Rights. The following legally described water rights:
60
61

62 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

63 2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3,
64 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:
65
66

67 2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that
68 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household
69 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
70 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
71 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
72 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
73 Permit # is _____.

74 2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:
75
76

77 2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
78 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
79 applicable legal instrument at Closing.

80 3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	6 DAYS FROM MEC
		Title	
2	§ 8.1	Record Title Deadline	7 DAYS FROM MEC
3	§ 8.2	Record Title Objection Deadline	14 DAYS FROM MEC
4	§ 8.3	Off-Record Title Deadline	7 DAYS FROM MEC
5	§ 8.3	Off-Record Title Objection Deadline	14 DAYS FROM MEC
6	§ 8.4	Title Resolution Deadline	21 DAYS FROM MEC
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.3	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Objection Deadline	
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	7 DAYS FROM MEC
		Loan and Credit	N/A
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	
17	§ 5.4	Loan Transfer Approval Deadline	
18	§ 4.7	Seller or Private Financing Deadline	
		Appraisal	
19	§ 6.2	Appraisal Deadline	45 DAYS FROM MEC
20	§ 6.2	Appraisal Objection Deadline	52 DAYS FROM MEC
21	§ 6.2	Appraisal Resolution Deadline	59 DAYS FROM MEC
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	7 DAYS FROM MEC
23	§ 9.3	New ILC or New Survey Objection Deadline	14 DAYS FROM MEC

Item No.	Reference	Event	Date or Deadline
24	§ 9.4	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	7 DAYS FROM MEC
26	§ 10.3	Inspection Resolution Deadline	28 DAYS FROM MEC
27	§ 10.5	Property Insurance Objection Deadline	N/A
28	§ 10.6	Due Diligence Documents Delivery Deadline	7 DAYS FROM MEC
29	§ 10.6	Due Diligence Documents Objection Deadline	14 DAYS FROM MEC
30	§ 10.6	Due Diligence Documents Resolution Deadline	21 DAYS FROM MEC
31	§ 10.6	Environmental Inspection Objection Deadline	14 DAYS FROM MEC
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
		Closing and Possession	
36	§ 12.3	Closing Date	on or before January 16, 2017 SEE ADDENDUM A
37	§ 17	Possession Date	on or before January 16, 2017
38	§ 17	Possession Time	5:00 P.M.
39	§ 28	Acceptance Deadline Date	September 8, 2016
40	§ 28	Acceptance Deadline Time	5:00 P.M.

81 3.1. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
82 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,
83 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
84 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.
85 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

86 **4. PURCHASE PRICE AND TERMS.**

87 4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ See Addendum A	
2	§ 4.3	Earnest Money	3,000,000	\$ See Addendum A
3	§ 4.5	New Loan		\$ 50,000
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 29,500,000
10		TOTAL	\$ See Addendum A 3,000,000	\$ See Addendum A 3,000,000

88 4.2. **Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller Concession may be
89 used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the
90 Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include,
91 but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost,
92 charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in
93 this Contract.

94 4.3. **Earnest Money.** The Earnest Money set forth in this section, in the form of a personal check of wire transfer, will be
95 payable to and held by Stewart Title of Carbondale (Earnest Money Holder), in its trust account, on behalf of both Seller and
96 Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an
97 **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
98 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed
99 to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to

100 Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the
101 Earnest Money Holder in this transaction will be transferred to such fund.

102 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
103 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

104 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to
105 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided
106 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute
107 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
108 days of Seller's receipt of such form.

109 **4.4. Form of Funds; Time of Payment; Available Funds.**

110 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
111 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
112 check, savings and loan teller's check and cashier's check (Good Funds).

113 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
114 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at
115 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this
116 Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount
117 stated as Cash at Closing in § 4.1.

118 **4.5. New Loan.**

119 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan
120 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

121 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
122 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

123 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:

124 Conventional Other _____

125 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption
126 Balance set forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest
127 presently at the rate of _____ % per annum, and also including escrow for the following as indicated: Real Estate
128 Taxes Property Insurance Premium and _____

129 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
130 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
131 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,
132 which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, then Buyer has
133 the Right to Terminate under § 25.1, on or before **Closing Date**, based on the reduced amount of the actual principal balance.

134 Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for
135 release from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at Closing of an
136 appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____
137 in an amount not to exceed \$ _____.

138 **4.7. Seller or Private Financing.**

139 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on
140 sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a
141 licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics
142 of financing, including whether or not a party is exempt from the law.

143 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,
144 Buyer Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before
145 **Seller or Private Financing Deadline**.

146 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
147 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost
148 and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**,
149 if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

150 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
151 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its
152 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or**
153 **Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

155 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

156 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
157 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
158 by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

159 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
160 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
161 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.
162 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to
163 Buyer, in Buyer's sole subjective discretion. ~~IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE~~
164 ~~BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE~~, except
165 as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

166 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole
167 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole
168 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's
169 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
170 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and
171 documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in
172 this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1,
173 on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion,
174 Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

175 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
176 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole
177 benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has
178 the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any unsatisfactory
179 provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is
180 required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set
181 forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such
182 deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to
183 be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

184 **6. APPRAISAL PROVISIONS.**

185 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged
186 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set
187 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property
188 to be valued at the Appraised Value. The Appraisal shall be based on the highest and best use of the Property as currently zoned.

189 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
190 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

191 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
192 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
193 **Objection Deadline**, notwithstanding § 8.3 or § 13:

194 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

195 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
196 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

197 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
198 **Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
199 **Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written
200 withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

201 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,
202 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
203 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of
204 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.
205 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the
206 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or
207 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

208 6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
209 Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management
210 company, lender's agent or all three.

211 ~~7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community~~
212 ~~and subject to such declaration.~~

213 ~~7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON~~
214 ~~INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF~~
215 ~~THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE~~
216 ~~COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE~~
217 ~~ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL~~
218 ~~OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY~~
219 ~~ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE~~
220 ~~ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE~~
221 ~~DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE~~
222 ~~OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE~~
223 ~~ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.~~
224 ~~PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE~~
225 ~~FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY~~
226 ~~READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF~~
227 ~~THE ASSOCIATION.~~

228 ~~7.2. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:~~

229 ~~7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating~~
230 ~~agreements, rules and regulations, party wall agreements;~~

231 ~~7.2.2. Minutes of most recent annual owners' meeting;~~

232 ~~7.2.3. Minutes of any directors' or managers' meetings during the six month period immediately preceding the~~
233 ~~date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,~~
234 ~~collectively, Governing Documents); and~~

235 ~~7.2.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual~~
236 ~~and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if~~
237 ~~any (collectively, Financial Documents).~~

238 ~~7.3. Association Documents to Buyer.~~

239 ~~7.3.1. Seller to Provide Association Documents. Seller is obligated to provide to Buyer the Association~~
240 ~~Documents, at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the~~
241 ~~Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon~~
242 ~~Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

243 ~~7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to~~
244 ~~Terminate under § 25.1, on or before Association Documents Objection Deadline, based on any unsatisfactory provision in any~~
245 ~~of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after~~
246 ~~Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to~~
247 ~~Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive~~
248 ~~the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing~~
249 ~~Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to~~
250 ~~Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any~~
251 ~~Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).~~

252 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

253 **8.1. Evidence of Record Title.**

254 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
255 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
256 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
257 Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be
258 issued and delivered to Buyer as soon as practicable at or after Closing.

259 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
260 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
261 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
262 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

263 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain Owner's
264 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard

265 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
266 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
267 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
268 will be paid by Buyer Seller One-Half by Buyer and One-Half by Seller Other _____.
269 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
270 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
271 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
272 object under § 8.4 (Right to Object to Title, Resolution).

273 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
274 conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such
275 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
276 Documents).

277 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
278 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
279 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
280 party or parties obligated to pay for the owner's title insurance policy.

281 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
282 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

283 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
284 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
285 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
286 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
287 Title Documents are not received by Buyer, on or before the **Record Title Deadline**, or if there is an endorsement to the Title
288 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
289 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
290 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
291 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
292 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
293 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
294 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
295 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
296 Commitment and Title Documents as satisfactory.

297 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
298 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation,
299 governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal
300 and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect
301 the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement,
302 boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
303 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective
304 discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by
305 Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and
306 object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
307 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object
308 to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
309 specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

310 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
311 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
312 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

313 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
314 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
315 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
316 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
317 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
318 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
319 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
320 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

321 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or
322 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

323 8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
324 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
325 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
326 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
327 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
328 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
329 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
330 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
331 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
332 RECORDER, OR THE COUNTY ASSESSOR.

333 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any
334 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

335 8.6. **Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
336 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
337 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
338 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
339 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
340 of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

341 8.7. **Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
342 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
343 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
344 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
345 various laws and governmental regulations concerning land use, development and environmental matters.

346 8.7.1. **OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
347 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER**
348 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**
349 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**
350 **GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS**
351 **MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE**
352 **MINERAL ESTATE, OIL, GAS OR WATER.**

353 8.7.2. **SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY**
354 **TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
355 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
356 **RECORDER.**

357 8.7.3. **OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
358 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
359 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
360 **OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.**

361 8.7.4. **ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
362 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
363 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
364 **AND GAS CONSERVATION COMMISSION.**

365 8.7.5. **Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,
366 or not covered by the owner's title insurance policy.

367 8.8. **Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
368 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

369 9. **NEW ILC, NEW SURVEY.**

370 9.1. **New ILC or New Survey.** If the box is checked, a **New Improvement Location Certificate (New ILC)**
371 **New Survey** in the form of _____ is required and the following will apply:

372 9.1.1. **Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
373 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
374 date after the date of this Contract.

375 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
376 Closing, by: **Seller** **Buyer** or:

377
378

379 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider
380 of the opinion of title if an Abstract of Title), and Buyer's Attorney will receive a New ILC or New Survey on or before **New ILC**
381 **or New Survey Deadline.**

382 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
383 to all those who are to receive the New ILC or New Survey.

384 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
385 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
386 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
387 Seller incurring any cost for the same.

388 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If
389 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
390 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

391 9.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

392 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
393 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

394 9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on
395 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
396 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or**
397 **New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection
398 before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

399

DISCLOSURE, INSPECTION AND DUE DILIGENCE

400 10. **PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

401 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to
402 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
403 by Seller to Seller's actual knowledge, current as of the date of this Contract.

404 10.2. **Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
405 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
406 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

407 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
408 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
409 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
410 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
411 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
412 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
413 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
414 discretion, Buyer may, on or before **Inspection Objection Deadline**:

415 10.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

416 10.3.2. **Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
417 Buyer requires Seller to correct.

418 10.3.3. **Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
419 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
420 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
421 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

422 10.4. **Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
423 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
424 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
425 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
426 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
427 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
428 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
429 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
430 pursuant to an Inspection Resolution.

431 10.5. **Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
432 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
433 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

434 **10.6. Due Diligence.**

435 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
436 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
437 **Documents Delivery Deadline:**

438 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
439 ~~10.6.1.2.~~ Property tax bills for the last _____ years;
440 ~~10.6.1.3.~~ As-built construction plans to the Property and the tenant improvements, including architectural,
441 electrical, mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
442 available;

443 ~~10.6.1.4.~~ A list of all Inclusions to be conveyed to Buyer;
444 ~~10.6.1.5.~~ Operating statements for the past _____ years;
445 ~~10.6.1.6.~~ A rent roll accurate and correct to the date of this Contract;
446 ~~10.6.1.7.~~ All current leases, including any amendments or other occupancy agreements, pertaining to the
447 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

448
449
450 ~~10.6.1.8.~~ A schedule of any tenant improvement work Seller is obligated to complete but has not yet
451 completed and capital improvement work either scheduled or in process on the date of this Contract;

452 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
453 for the past _____ years;

454 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
455 earlier under § 8.3);

456 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
457 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
458 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
459 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

460 ~~10.6.1.12.~~ Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
461 Property with said Act;

462 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental
463 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,
464 if any; and

465 **10.6.1.14.** Other documents and information:

466
467
468 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
469 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
470 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**

471 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

472 **10.6.2.2. Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory
473 Due Diligence Documents that Buyer requires Seller to correct.

474 **10.6.2.3. Due Diligence Document Resolution.** If a Due Diligence Document Objection is received by
475 Seller, on or before **Due Diligence Document Objection Deadline**, and if Buyer and Seller have not agreed in writing to a
476 settlement thereof on or before **Due Diligence Document Resolution Deadline**, this Contract will terminate on **Due Diligence**
477 **Document Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Document Objection
478 before such termination, i.e., on or before expiration of **Due Diligence Document Resolution Deadline**.

479 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
480 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
481 the Property, in Buyer's sole subjective discretion.

482 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
483 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
484 **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version
485 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
486 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
487 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
488 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
489 tenants' business uses of the Property, if any.

490 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the
491 **Environmental Inspection Objection Deadline** will be extended by 20 days (Extended Environmental Inspection Objection
492 **Deadline**) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date**

493 will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site
494 Assessment.

495 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the
496 Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended
497 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
498 subjective discretion.

499 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any
500 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

501 ~~10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property
502 owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of
503 Buyer's Notice to Terminate on or before Conditional Sale Deadline if such property is not sold and closed by such deadline.
504 This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before Conditional Sale
505 Deadline, Buyer waives any Right to Terminate under this provision.~~

506 ~~10.8. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned
507 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
508 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
509 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
510 withheld or delayed.~~

511 ~~11. TENANT ESTOPPEL STATEMENTS. N/A~~

512 ~~11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements.
513 Seller must obtain and deliver to Buyer on or before Tenant Estoppel Statements Deadline, statements in a form and substance
514 reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
515 stating:~~

516 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~

517 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or
518 amendments;~~

519 ~~11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;~~

520 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~

521 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~

522 ~~11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising
523 the premises it describes.~~

524 ~~11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before Tenant
525 Estoppel Statements Objection Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion,
526 or if Seller fails to deliver the Estoppel Statements on or before Tenant Estoppel Statements Deadline. Buyer also has the
527 unilateral right to waive any unsatisfactory Estoppel Statement.~~

528

CLOSING PROVISIONS

529 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

530 12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to
531 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
532 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
533 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and
534 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
535 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

536 12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
537 this Contract.

538 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
539 the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
540 Mutual Agreement.

541 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary
542 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

543 13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the
544 other terms and provisions hereof, Seller must execute and deliver a good and sufficient general warranty deed to Buyer, at
545 Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided

546 herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of
547 the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

548 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
549 accepted by Buyer in accordance with **Record Title**,

550 13.2. Distribution utility easements (including cable TV),

551 13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual
552 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC** or **New Survey**,

553 13.4. Inclusion of the Property within any special taxing district, and

554 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
555 assessed prior to or after Closing, and

556 13.6. Other _____.

557 14. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the
558 proceeds of this transaction or from any other source.

559 15. **CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

560 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
561 to be paid at Closing, except as otherwise provided herein.

562 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
563 **One-Half by Buyer and One-Half by Seller** **Other** _____.

564 15.3. **Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of
565 assessments (Status Letter) must be paid by None Buyer Seller **One-Half by Buyer and One-Half by Seller.**
566 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
567 or title of such fee (Association's Record Change Fee) must be paid by None Buyer Seller **One-Half by Buyer**
568 **and One-Half by Seller.**

569 15.4. **Local Transfer Tax.** **The Local Transfer Tax** of _____ % of the Purchase Price must be paid at Closing
570 by None Buyer Seller **One-Half by Buyer and One-Half by Seller.**

571 15.5. **Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
572 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
573 **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following
574 association(s): _____ in the total amount of _____ % of the Purchase Price or \$ _____.

575 15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
576 \$ _____ for:

577 Water Stock/Certificates Water District
578 Augmentation Membership Small Domestic Water Company _____

579 and must be paid at Closing by None Buyer Seller **One-Half by Buyer and One-Half by Seller.**

580 15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
581 None Buyer Seller **One-Half by Buyer and One-Half by Seller.**

582 16. **PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

583 16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
584 year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and**
585 **Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
586 veteran exemption or **Other** _____.

587 16.2. **Rents.** Rents based on **Rents Actually Received** **Accrued.** At Closing, Seller will transfer or credit to
588 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
589 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
590 assume Seller's obligations under such Leases.

591 16.3. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
592 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
593 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
594 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
595 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except
596 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
597 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
598 Assessments are currently payable at \$ _____ per _____ and that there are no unpaid regular or special
599 assessments against the Property except the current regular assessments and _____. Such
600 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
601 deliver to Buyer before **Closing Date** a current Status Letter.

602 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.
603 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

604 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to
605 the Leases as set forth in § 10.6.1.7.
606 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
607 to Buyer for payment of \$ 100.00 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession**
608 **Time** until possession is delivered.

609

GENERAL PROVISIONS

610 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

611 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
612 Time (Standard or Daylight Savings as applicable).

613 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
614 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
615 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a
616 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

617 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
618 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
619 condition existing as of the date of this Contract, ordinary wear and tear excepted.

620 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
621 prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the
622 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
623 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
624 before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to
625 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
626 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
627 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
628 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
629 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
630 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their
631 attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due
632 to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

633 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
634 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
635 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
636 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
637 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
638 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
639 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
640 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
641 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the
642 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
643 may be purchased and may cover the repair or replacement of such Inclusions.

644 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
645 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
646 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
647 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
648 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
649 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

650 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
651 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

652 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
653 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
654 of title and consultation with legal and tax or other counsel before signing this Contract.

655 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
656 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
657 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
658 has the following remedies:

659 **21.1. If Buyer is in Default:**

660 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
661 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
662 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
663 treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

664 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1 is checked. Seller
665 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
666 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
667 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
668 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
669 performance and additional damages.

670 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
671 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
672 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

673 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
674 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
675 reasonable costs and expenses, including attorney fees, legal fees and expenses.

676 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties
677 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
678 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
679 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
680 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
681 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
682 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from
683 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
684 This section will not alter any date in this Contract, unless otherwise agreed.

685 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
686 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
687 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
688 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
689 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
690 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
691 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
692 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is
693 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
694 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of
695 the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.

696 **25. TERMINATION.**

697 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
698 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
699 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
700 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
701 satisfactory and waives the Right to Terminate under such provision.

702 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
703 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

704 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
705 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
706 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
707 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right

708 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
709 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

710 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

711 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
712 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
713 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
714 Closing must be received by the party, not Broker or Brokerage Firm).

715 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
716 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
717 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
718 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

719 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
720 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
721 access the documents, or (3) facsimile at the Fax No. of the recipient.

722 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
723 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
724 located in Colorado.

725 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
726 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
727 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
728 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
729 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

730 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
731 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**
732 **Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity,**
733 **Insurability and Due Diligence.**

734 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

735 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
736 Commission.)

737
738
739

740 **31. ATTACHMENTS.**

741 **31.1.** The following attachments are a part of this Contract:

742
743

SEE ADDENDUM A

744
745

31.2. The following disclosure forms are attached but are not a part of this Contract:

746
747
748

749 **SIGNATURES**

750

Buyer's Name: TOWN OF BASALT, COLORADO

Buyer's Name: _____

Buyer's Signature Jacque Whitsitt, Mayor Date

Buyer's Signature Date

Address: 101 Midland Avenue
Basalt, Co 81621
Phone No.: 970-927-4701
Fax No.: 970-927-4703
Email Address:

Address:
Phone No.:
Fax No.:
Email Address:

751 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: ROARING FORK COMMUNITY
DEVELOPMENT CORPORATION

Seller's Name:

Seller's Signature _____ Date _____
Address: 111 AABC, Ste. Q
Aspen, CO 81611
Phone No.: 970-925-9560
Fax No.: 970-925-9582
Email Address: mcvoy@comcast.net

Seller's Signature _____ Date _____
Address:
Phone No.:
Fax No.:
Email Address:

752

753 32. COUNTER; REJECTION. This offer is Countered Rejected.
754 Initials only of party (Buyer or Seller) who countered or rejected offer _____

755

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction.
 This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____

Brokerage Firm's Name: _____
Broker's Name: _____

Broker's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to

cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction.
 This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

Brokerage Firm's Name: _____
Broker's Name: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

756

**ADDENDUM "A" to Contract to Buy and Sell Real Estate
By and between Roaring Fork Community Development Corporation, As Seller
And Town of Basalt, as Buyer**

This Addendum is entered into simultaneously with the Contract to Buy and Sell Real Estate ("Contract") concerning the real property referred to in paragraph 2.2 of the Contract, commonly known as Lot 1, Basalt Community Camps and Basalt Park Minor Subdivision Town of Basalt, Colorado. This Addendum is supported by the same considerations as expressed in such Contract and the mutual terms, conditions, and covenants set forth below. In the event of any conflict between the Contract and this Addendum, the provisions of this Addendum shall govern and control.

1. Earnest Money. Pursuant to Paragraph 4.1 of the Contract, Buyer will deliver the \$50,000.00 earnest money deposit to Land Title of Basalt (Land Title) in the form of a personal check or wire transfer, within six (6) business days following Buyer's and Seller's full execution of the Contract. Upon receipt by Land Title, the earnest monies shall be deposited in an interest-bearing trust or escrow account with a local commercial bank. The parties mutually agree that all interest which accrues on said funds shall also be considered earnest money hereunder, for the benefit of Buyer. Buyer's Federal ID Number is 84-0567769. In the event Buyer does not terminate the Contract on or prior to the Due Diligence Deadline, all earnest monies delivered to Land Title shall be deemed non-refundable upon the expiration of the Due Diligence Deadline referenced in paragraph 2 below (except in the event of Seller's failure or refusal to perform its obligations at closing hereunder), and all such earnest monies and accrued interest shall be delivered to Seller at Closing, or earlier termination of the Contract, by Land Title. Buyer shall receive credit for the interest accrued on the earnest money deposit on the settlement statement.

2. Due Diligence Review, Correction Period and Revised Dates. "10.2" and "10.3" of the Contract are deleted and replaced with the following: Buyer shall have until 5:00 P.M., MDT, twenty-one (21) days from the date of mutual execution of this contract ("Due Diligence Deadline") to conduct a due diligence review of the Property. During this review period, Buyer shall be entitled to review all aspects of the Property including but not limited to the following: the physical condition of the Property, zoning restrictions, FAR requirements, survey matters, economic development aspects of the Property, and any and all other conditions or restrictions that Buyer may deem significant in the development of the Property. In the event that Buyer, in Buyer's sole discretion, for any reason or no reason at all, is not satisfied with any of the conditions affecting the Buyer's use or development of the Property, Buyer shall have the option to terminate this Contract by giving written notice to Seller no later than the Due Diligence Deadline. Upon termination, the earnest money deposited hereunder shall be returned to Buyer and both parties shall be released from any further obligations hereunder. If Buyer fails to

terminate the contract as permitted above, the due diligence review shall be deemed to have been satisfied.

In lieu of the foregoing, the Buyer may, no later than the Due Diligence Deadline, deliver to the Seller written notice specifying those matters that are unacceptable to Buyer and corrective action acceptable to Buyer. Seller shall then have until 5:00 P.M., MDT, ten (10) days following the Due Diligence Deadline, (the "Due Diligence Resolution Deadline") within which to provide written notice to Buyer that Seller agrees to correct the items in accordance with Buyer's notice. If Seller provides such notice as permitted above, then the contract shall remain in full force and effect, and the Seller shall be obligated to correct such items prior to Closing. If the Seller either fails to provide written response on or prior to the Due Diligence Resolution Deadline or responds that Seller is unwilling to make such corrections, then Buyer shall have until 5:00 P.M., MDT, ten (10) days from the Due Diligence Resolution Deadline, to terminate the Contract by giving written notice to Seller. If Buyer fails to terminate the contract as permitted above, the due diligence review shall be deemed to have been satisfied. The terms Inspection Objection Deadline and Resolution Deadline as used in the form contract, are hereby revised to be the Due Diligence Deadline and the Due Diligence Resolution Deadline, respectively.

3. Document Delivery. Not later than the Title Deadline set forth in paragraph 3 of the form contract, Seller shall deliver to Buyer: (a) All Plans, Specifications, soil reports, building permits, inspection reports, engineering laboratory, hazardous waste or other technical audits or reports, radon test reports and other records or materials concerning the Property or its condition in Seller's possession or control, whether or not prepared by or at the request of Seller; and (b) All documents of any kind or nature filed by Seller with governmental entities, including, without limitation, local, state and federal agencies or departments, as applicable, pertaining to uses of the Property, land use and other permits or applications impacting the Property and all permits pending, issued or denied, and all correspondence, documents and reports related thereto; (c) all financial information concerning the operation of the Property, including tax returns and balance sheets for the last three year period when the Property was operated and a financial statement indicating the costs and expenses incurred in connection with ownership of the Property; (d) Any and all conditions, covenants, leases and restrictions affecting the property, not of public record, and in Seller's possession or control; (e) any service contracts, management contracts and similar agreements pertaining to the Property; and (f) copies of all leases in effect with trailer park tenants, a rent roll indicating the monthly rent paid by each mobile home tenant, a copy of mobile home rules and regulations in effect, and an itemization of deposits furnished to the Seller by tenants for security or for the last month of the lease, or for other reasons.

4. Seller Representations and Warranties. Seller hereby represents and warrants as of the date hereof and as of the date of Closing that the following are true and correct to the best of Seller's current actual knowledge without a duty of further investigation:

- a. Merchantability. Seller has good and merchantable title to the Property free and clear of all liens and encumbrances (other than those that shall be payable from the proceeds of the Closing) and there exists no restrictions on the right of Seller to transfer and assign the Property and convey good title thereto to Buyer.
- b. Governmental Notices. Seller has not received any notice, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof.
- c. Litigation/Attachments. Seller is not now a party to any litigation, and Seller knows of no litigation or threatened litigation affecting the Property. Seller shall give to Buyer prompt notice of the institution of any such litigation. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debt relief laws contemplated or filed by Seller or pending against Seller or the Property.
- d. No Assessments. No assessments billed will be owing prior to Closing for street paving, curbing, sanitary sewers, storm sewers, or other municipal or governmental improvements.
- e. No Delinquent Bills for Work. There are no delinquent bills for work, labor, or materials done, performed, or furnished on or to the Property, or for utilities furnished. Seller agrees to indemnify and hold Buyer harmless from any of such claims, including any and all costs and reasonable attorneys' fees incurred by Buyer.
- f. Tap or Connection Fees. All utility tap fees or other connection fees have been paid and water, sewer, electrical, cable t.v., and natural gas connections have been made to the improvements on the Property by the supplier thereof.
- g. Hazardous Materials. To the best of Seller's knowledge, there are no hazardous materials on the Property and the Property has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process, or in any manner deal with, hazardous materials, except as described below. For purposes of this Agreement, the term "hazardous materials" shall mean any gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or

similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any environmental law, ordinance, rule, or regulation of any governmental authority, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), and the Clean Air Act (42 U.S.C. Sections 7401 et seq. Seller represents to Buyer that Seller has witnessed tenants on the Property who were draining oil or similar products from vehicles directly onto the ground of the Property, and in each instance Seller instructed such tenants that all oil and similar products must be captured and properly disposed. Seller expects that on other occasions when Seller was not on the Property, tenants may have drained oil and similar products from vehicles directly onto the Property.

- h. Authority to Enter Into Contract. The execution and performance of this Contract has been duly authorized by all necessary internal action of Seller and Seller shall, at or prior to Closing, provide Buyer with evidence of such action in a form satisfactory to Buyer. This Contract is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- i. Signing Authority. Seller (and each person signing the Contract on behalf of Seller) has been duly authorized by appropriate action to execute this Contract.
- j. Contracts and Leases. All of the documents referred to in paragraph 3 above provided by Seller to Buyer: (1) are true, accurate, complete and have not been amended, except as contained in a written amendment included in the materials delivered or made available to Buyer by Seller; (2) to the extent the same are leases or contracts: (i) they are in full force and effect and are valid, binding and enforceable against Seller and, to Seller's knowledge, the other parties thereto in accordance with their terms; (ii) are not subject to any existing defaults by Seller and, to Seller's knowledge, no other party to any of the same is in default thereunder; and (iii) are the only unrecorded agreements that may or could survive closing and there are no others, except as disclosed in writing by Seller to Buyer, not later than five (5) days prior to the expiration of the Due Diligence Deadline. The parties acknowledge and agree that the Property is subject to a Contract to Buy and Sell Real Estate dated November 4, 2014, as amended and extended, by and between Seller and Lowe Enterprises Community Development Corporation as the Buyer (the "Lowe Contract"). The obligations of Buyer and Seller are

specifically contingent upon the termination of the Lowe Contract prior to the Closing Date. The parties also acknowledge and agree that this Contract is subject to and subordinate to the Lowe Contract.

5. Contingency for Bond Issue. The Buyer's obligations under this contract are subject to the approval at a special election on November 8th, 2016 of the bond issue referred to the electorate by Resolution No. ~~36~~ Series of 2016. 

6. Provisions to Survive Closing. All agreements, representations, covenants, and warranties contained in this Addendum shall survive the Closing and shall not be merged thereby for a period of one year after Closing.

7. Title. Buyer shall notify Seller no less than seven (7) days prior to Closing as to the name or names in which title to the Property shall be taken by Buyer. In the event that Buyer shall fail to so inform Seller, the deed shall be prepared in the name of the Buyer as set forth in paragraph 1 of the Contract, except if Buyer agrees to reimburse Seller for any legal fees incurred by Seller in changing the closing documents due to such notice being given later than seven days prior to closing.

8. Notices. All notices, requests, demands or other communications under this Contract shall be in writing and shall be deemed given and received when delivered personally, or

- a. In the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the second business day following its deposit with such courier service. No signature affirming receipt by the receiving party is required; the internal records of the courier service are to be accepted as sufficient evidence of receipt.
- b. In the case of facsimile transmission, notice shall be deemed to have been given and received on the day of such transmission if a business day, or if not a business day, then on the next business day. Such facsimile transmission, to be considered effective, shall be corroborated by an original facsimile printout showing the telephone number from which transmitted, the telephone number to which transmitted, the date and the time of such transmission.

All notices shall be given to the respective parties at the following addresses, until further written notice:

To Seller: Roaring Fork Community Development Corporation
P.O. Box 1582
Carbondale, CO 81623
Phone no. 970-963-5502
970-963-0178, c/o Third Street Center
claird@rof.net

With a copy to: David J. Myler
The Myler Law Firm PC
211 Midland Ave, Ste. 201
Basalt, CO 81621
Phone 97-927-0456
Fax 970-927-0374
Email dmyler@nylerlawpc.com

To Buyer: Town Manager
Town of Basalt
101 Midland Avenue
Basalt, CO 81621

To Buyer's Attorney: Thomas Fenton Smith
Austin, Peirce & Smith, P.C.
600 East Hopkins Avenue, Ste. 205
Aspen, Co. 81611
Phone No. 970-925-2600
Fax No. 970-925-4720
tsmith@aps-pc.com

Such addresses may be changed by notice to the other party given in the same manner as above provided.

9. Time Periods. If any time period referred to in this Contract shall end on a Saturday, Sunday or legal holiday, such time period shall automatically be extended to the first regular business day thereafter.

10. Waiver. No consent or waiver, express or implied, by Seller or Buyer to any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to any other breach or default in the performance by such other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its right hereunder.

11. No Third Party Beneficiaries. The parties do not intend by this Contract to benefit any third party, and no provision hereof shall be enforceable by any third party.

12. Broker's Commissions: Seller and Buyer each represents and warrants to the other that it has not dealt with any broker in this transaction and each agree to hold harmless and indemnify the other from and against any and all damages, costs or expenses suffered by the indemnified party as a consequence of a breach of such representation and warranty by the indemnifying party. The provisions of this Addendum Paragraph 12 shall survive the Closing or earlier termination of this Contract.

13. Attorney's fees. In the event of any dispute regarding this contract, each party shall pay its own attorneys fees. The prevailing party in the dispute shall not be awarded its attorneys fees and legal costs and expenses.

14. Failure of Closing. In the event that Closing or Failure of Closing disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company is authorized and agrees to return all documents, monies, and things of value to the parties according to written instructions signed by both parties or, if none, to interplead all parties and deposit the documents, monies, and things of value into a court of competent jurisdiction.

15. Property Damage Prior to Closing. In the event that the property is damaged by fire or other casualty, Buyer shall not be able to terminate the Contract. Buyer may receive damages for the casualty equal to the lesser of the damage or 10% of the Contract price.

16. Phase I Environmental Assessment. Seller shall deliver to Buyer at Seller's expense a Phase I Environmental Assessment by the Survey Deadline. If Buyer fails to close or terminates the Contract, Buyer shall, within 15 days of such failure to close or termination, reimburse Seller for 50% of the cost of the Phase I Environmental Assessment. This paragraph shall survive any expiration or termination of the Contract.

17. Survey. Seller shall deliver to Buyer an ALTA improvement survey at Seller's expense, including those items indicated on Table A attached hereto and incorporated herein by this reference. If Buyer fails to close or terminates the Contract, Buyer shall, within 15 days of such failure to close or termination, reimburse Seller for 50% of the cost of the survey. This paragraph shall survive any expiration or termination of the Contract.

18. Closing costs. The Seller shall pay all closing costs including fees for surveyors, attorneys and any other parties that the Seller hires. The Buyer shall pay all the fees of all agents that the Buyer hires.

SELLER:

**Roaring Fork Community
Development Corporation**

By: Michael McVoy, President

Date: _____

BUYER:

Town of Basalt, Colorado

By: Jacque Whitsitt, Mayor

Date: _____

TENANT ESTOPPEL CERTIFICATE

Pan & Fork Mobile Home Park, 23050 Two Rivers Road, Basalt, Colorado

This Tenant Estoppel Certificate is signed on the date of _____, 2011 by the Tenant signing below for the benefit of the present owner of the **Pan & Fork Mobile Home Park** and for the benefit of any prospective purchaser of such property. Tenant understands and agrees that any prospective purchaser may rely on the statements contained herein.

1. Lease. The Lease under which Tenant claims is dated _____. The Lease is from _____, as Landlord, to _____, as Tenant. There are no modifications, amendments, supplements, renewals or assignments of Lease except as follows: _____

The Lease is in full force and effect in accordance with its terms and the terms of the modifications, amendments, supplements, renewals or assignments, if any, specified above.

2. Leased Premises. The premises covered by the Lease consist of:

3. Term of Lease. The Lease Term commenced on _____ and, unless otherwise terminated or extended in accordance with the terms of the Lease, will expire on _____.

4. Rents. The present amount of monthly base rent payable under the Lease is \$_____. In addition to base rent Tenant is currently paying \$_____ per month as additional rent to cover all or a portion of property taxes, insurance, operating costs, common area maintenance charges and/or rent escalation amounts. Tenant has not made, and will not make for the next six (6) months, any rental or other payment in advance other than the next monthly rental or other payment due under the Lease.

5. Last Month's Rent Deposit. The amount of the Last Month's Rent Deposit, if any, held by the Landlord under this Lease is \$_____.

6. Security Deposit. The amount of the Security Deposit, if any, held by the Landlord under this Lease is \$_____.

7. **Option to renew, etc.** Tenant has no option to extend the lease term or expand the leased premises and has no rights of first refusal and has no options to extend except as follows:

8. **Special Concessions.** There are no free rent periods, tenant improvement allowances, tenant improvement construction obligations or other special concessions, special payments due from Landlord or special obligations of Landlord in connection with the Lease which have not been fully satisfied except as follows:

9. **Defaults.** To the best of Tenant's knowledge Landlord is not presently in default under the Lease and Tenant has no defenses or claims of set off under this Lease.

10. **No Side Agreements.** There are no oral or side agreements, representations or warranties by Landlord not set forth in the Lease or in the modifications, amendments, supplements, renewals or assignments of the Lease specified above.

11. **Tenant Contact Information.** Tenant's contact information is:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

IN WITNESS WHEREOF, this Certificate is executed as of the day and year first above written.

TENANT signature: _____

Print name: _____

By: _____

Date: _____

**TOWN OF BASALT
Council Action**

Date: September 6, 2016
From: Susan Philp, AICP Planning Director

SUBJECT: Resolution No. 36, Series of 2016, approving ballot question to authorize debt to purchase the 2.317 acre property owned by the Roaring Fork Community Development Corporation.

RECOMMENDATION: Select Ballot Language Option (1, 2 or 3) and approve Resolution No. 36.

DETAILS/BACKGROUND:

The Council has been discussing moving forward with a ballot question to fund the purchase of the Roaring Fork Community Development Corporation Property and the construction of Basalt River Park and related improvements.

The Council asked Staff to hold several open houses. An additional open house and Council work session was added on August 30, 2016. See attached flyers. The Council provided significant direction to Staff and its consultants at the August 30th work session which followed the public comment session at the open house. One of the Council directions was to split the ballot issue into two questions: the first ballot question to ask voters whether they would authorize debt for the land purchase; and the second ballot question to ask voters to authorize debt for improvements to the park only in the event voters approved the purchase of the CDC property. The total amount to be authorized is smaller amount than originally projected by the POST plan for the Basalt River Park.

This Resolution addresses the land purchase.

Uses for the Property – Language Options 1, 2 and 3

There was considerable discussion at the work session regarding how the ballot language would address the Council's intentions for the use of the property. Staff and the consultants are presenting the Council with 3 options. The options range from being general to being very specific. Legally, being more general is preferred. However, there is a concern that voters who want to ensure some level of development, and other voters who want to ensure a park would not vote for the measure without additional assurances.

Financial Information

The financing plan remains the same regardless of the language option selected by the Council concerning the uses for the property. Bruce Kimmel, Ehlers, provided Staff with the Ballot Question 2A scenario using his latest bond projects for \$3 Million for funding. Scenario 2A addresses the financing plan if the property is purchased only (no park improvements).

Kimmel notes that with the \$3M funding (Scenario 2A), the Town has a cumulative \$8.65M net revenue surplus after debt service – see the orange column in Box F. Compare this to the proposed bond tax levy total of \$3.69M in the darker blue column of Box D.

Finally, Kimmel notes that these projections assume a 3% average interest rate. The assumed 3% is higher than the rate the Town anticipates to receive when it issues its bonds given current market conditions. The lower rates that we would expect would lead to lower bond debt service requirements and therefore larger net surpluses.

Line Item Code & Description: na

Attachments Open House Schedule; Draft Resolution No. 36 with 3 options; comments received at open houses and other comments; map showing property purchase; Excerpts from information provided by Bruce Kimmel, Ehlers

A RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, CALLING A SPECIAL ELECTION ON NOVEMBER 8, 2016 FOR AUTHORIZATION TO INCUR DEBT RELATED TO THE ACQUISITION OF 2.317 ACRES OF REAL PROPERTY CURRENTLY OWNED BY THE ROARING FORK COMMUNITY DEVELOPMENT CORPORATION; SETTING THE BALLOT TITLE AND CONTENT FOR THE BALLOT ISSUE; AND PROVIDING OTHER MATTERS RELATING THERETO.

**Town of Basalt, Colorado
Resolution No. 36
Series of 2016**

RECITALS

WHEREAS, the Town of Basalt, Colorado (the "Town") is a home rule municipality and political subdivision of the State of Colorado (the "State"), duly organized and operating under the State Constitution (the "Constitution") and The Charter of the Town of Basalt, Colorado (the "Charter"); and

WHEREAS, pursuant to Section 2.3 of the Charter, special elections may be called by the Council by action taken at least 60 days in advance of the date of the election and pursuant to Section 2.7 of the Charter, Town elections are to be governed by the Colorado Municipal Election Code and the general election laws under the Colorado Revised Statutes ("C.R.S."), except as otherwise provided in the Charter or as the Town Council of the Town (the "Council") may otherwise provide by ordinance; and

WHEREAS, pursuant to Section 1.4 of the Charter the Town is empowered to purchase, receive, hold and enjoy or sell and dispose of real property; and

WHEREAS, in order to further the goals of the Town, the Town desires to acquire and redevelop that certain 2.317 acre parcel of real property located in the Town of Basalt and currently owned by the Roaring Fork Community Development Corporation (the "CDC Parcel"); and

WHEREAS, on August 23, 2016, the Town approved an ordinance at first reading authorizing the Town to enter into a Purchase and Sale agreement with the Roaring Fork Community Development Corporation for the acquisition of the CDC Parcel contingent upon voter approval of the financing of such acquisition;

WHEREAS, pursuant to Section 10.2 of the Town Charter, as well as Article XI, Section 6 and Article X, Section 20 of the State Constitution, no bonds or other evidence of indebtedness payable in whole or in part from the proceeds of ad valorem taxes may be issued by the Town until the question of their issuance has been submitted to a vote of the electors of the Town and approved by a majority of those voting on the question; and

WHEREAS, the maximum repayment cost for the proposed bonds, and related town tax increase to pay the annual debt service for the proposed bonds, were calculated based upon a maximum net effective interest rate of 3.00%; and

WHEREAS, action of the Town Council to submit ballot issues is not required to be made by Ordinance in the Town Charter, Section 31-15-302(1)(d)(V), C.R.S., specifically permits submitting the question of contracting indebtedness by municipal resolution and, if approved by a majority of the Town electors voting on the ballot issue, the Town Council will act by ordinance to create the authorized indebtedness in accordance with Section 4.1 of the Town Charter; and

WHEREAS, the Council has determined to call a special election to be held on November 8, 2016 and to set the ballot title for the ballot issue to be submitted at the election; and

WHEREAS, pursuant to the criteria for ballot titles set forth at Section 31-11-111, C.R.S., in fixing this ballot title, the Council finds that the title set forth in Appendix A is not misleading, clearly identifies the effect of a "yes" or "no" vote, does not conflict with title of any other measure that will appear on the ballot, and correctly and fairly expresses the true intent and meaning of the measure.

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

1. At a special election of the Town to be held on Tuesday, November 8, 2016, there shall be submitted to the eligible electors of the Town a ballot issue authorizing the issuance of general obligation bonds, revenue bonds or other obligations and the levy of property taxes to pay such bonds for the acquisition of the CDC Parcel for commercial, residential and public purpose building development and a Town river park and supporting uses, which ballot issue shall be in substantially the form attached hereto as Appendix A. Appendix A is hereby incorporated into this Resolution as if set forth in full herein.

2. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such ballot issue, the Town acting through the Council shall be authorized to proceed with the necessary action to issue bonds and levy taxes in accordance with the ballot issue which has been so approved. Any authority to issue bonds or to levy taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to issue the bonds and levy the taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

3. For purposes of Section 1-11-203.5, C.R.S. and Section 31-11-111, C.R.S., this Resolution shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such ballot issue shall be the text of the ballot issue itself. Pursuant to Section 1-11-203.5, C.R.S., any contest by a person of the form or content of a ballot title must be filed within five days of the Council's final action concerning the ballot title.

4. The Town Clerk, as well as the appropriate officers and employees of the Town, are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution. Among other matters, the Town Clerk shall certify the order of the ballot and ballot content, arrange for the required notices of election, and direct that all other appropriate actions be accomplished.

5. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such ballot issue, the Town acting through the Council shall be authorized to proceed with the necessary action to issue bonds and levy taxes in accordance with the ballot issue which has been so approved. Such authority to issue bonds and levy taxes shall be deemed and considered a continuing authority to issue the bonds and levy the taxes so authorized at any one time, or from time to time up to ten years from the date of this election, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

6. All actions not inconsistent with the provisions of this Resolution, heretofore taken by the members of the Council and the officers and employees of the Town, directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

7. All prior acts, orders or resolutions, or parts thereof, by the Town in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

9. This Resolution shall take effect immediately upon its passage

READ AND ADOPTED on a vote of ___ to ___ this 6th day of September, 2016.

TOWN OF BASALT

By _____
Jacque R. Whitsitt, Mayor

ATTEST:

By _____
Pamela K. Schilling, Town Clerk

APPENDIX A

Option #1

SHALL TOWN OF BASALT DEBT BE INCREASED UP TO \$3,100,000 WITH A MAXIMUM REPAYMENT COST OF UP TO \$3,800,000, AND SHALL TOWN TAXES BE INCREASED UP TO \$710,000 ANNUALLY FOR THE PURPOSE OF FINANCING THE COST OF

- ACQUISITION OF APPROXIMATELY 2.317 ACRES OF REAL PROPERTY LOCATED IN THE TOWN AND CURRENTLY OWNED BY THE ROARING FORK COMMUNITY DEVELOPMENT CORPORATION TO BE USED FOR COMMERCIAL, RESIDENTIAL OR PUBLIC PURPOSE BUILDING DEVELOPMENT AND A TOWN RIVER PARK AND SUPPORTING USES

BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS WHICH BONDS OR OBLIGATIONS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 3.00% PER ANNUM, AND MATURE, BE SUBJECT TO REDEMPTION (WITH OR WITHOUT PREMIUM), AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE TOWN COUNCIL MAY DETERMINE, AND SUCH DEBT PAYABLE FROM ALL LEGALLY AVAILABLE MONIES, INCLUDING REVENUE DERIVED FROM THE TOWN'S PARKS, OPEN SPACE AND TRAILS ("POST") 1% SALES TAX, AMOUNTS ON DEPOSIT IN THE TOWN'S GENERAL FUND OR OTHER AVAILABLE SOURCES, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR TO PAY SUCH PRINCIPAL AND INTEREST WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO GENERATE THE AMOUNT SET FORTH ABOVE; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Option #2

SHALL TOWN OF BASALT DEBT BE INCREASED UP TO \$3,100,000 WITH A MAXIMUM REPAYMENT COST OF UP TO \$3,800,000, AND SHALL TOWN TAXES BE INCREASED UP TO \$710,000 ANNUALLY FOR THE PURPOSE OF FINANCING THE COST OF

- ACQUISITION OF APPROXIMATELY 2.317 ACRES OF REAL PROPERTY LOCATED IN THE TOWN AND CURRENTLY OWNED BY THE ROARING FORK COMMUNITY DEVELOPMENT CORPORATION, 1.0 ACRES OF SAID PROPERTY TO BE MADE AVAILABLE FOR COMMERCIAL, RESIDENTIAL OR PUBLIC PURPOSE BUILDING DEVELOPMENT AND THE REMAINING 1.317 ACRES OF SAID PROPERTY TO BE USED FOR A TOWN RIVER PARK AND SUPPORTING USES

BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS WHICH BONDS OR OBLIGATIONS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 3.00% PER ANNUM, AND MATURE, BE SUBJECT TO REDEMPTION (WITH OR WITHOUT PREMIUM), AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE TOWN COUNCIL MAY DETERMINE, AND SUCH DEBT PAYABLE FROM ALL LEGALLY AVAILABLE MONIES, INCLUDING REVENUE DERIVED FROM THE TOWN'S PARKS, OPEN SPACE AND TRAILS ("POST") 1% SALES TAX, AMOUNTS ON DEPOSIT IN THE TOWN'S GENERAL FUND OR OTHER AVAILABLE SOURCES, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR TO PAY SUCH PRINCIPAL AND INTEREST WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO GENERATE THE AMOUNT SET FORTH ABOVE; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Option #3

SHALL TOWN OF BASALT DEBT BE INCREASED UP TO \$3,100,000 WITH A MAXIMUM REPAYMENT COST OF UP TO \$3,800,000, AND SHALL TOWN TAXES BE INCREASED UP TO \$710,000 ANNUALLY FOR THE PURPOSE OF FINANCING THE COST OF ACQUISITION OF APPROXIMATELY 2.317 ACRES OF REAL PROPERTY LOCATED IN THE TOWN AND CURRENTLY OWNED BY THE ROARING FORK COMMUNITY DEVELOPMENT CORPORATION WHEREBY:

- 1.08 ACRES OF SAID PROPERTY IS TO BE MADE AVAILABLE FOR COMMERCIAL, RESIDENTIAL OR PUBLIC PURPOSE BUILDING DEVELOPMENT WITH ITS ASSOCIATED OPEN SPACE;
- A MINIMUM OF 0.9 ACRES WILL BE USED FOR A TOWN RIVER PARK AND TRAILS;
- THE REMAINING 0.337 OF AN ACRE TO BE USED FOR EITHER A TOWN RIVER PARK AND SUPPORTING USES OR FOR COMMERCIAL, RESIDENTIAL OR PUBLIC PURPOSE BUILDING DEVELOPMENT;

BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS WHICH BONDS OR OBLIGATIONS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 3.00% PER ANNUM, AND MATURE, BE SUBJECT TO REDEMPTION (WITH OR WITHOUT PREMIUM), AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE TOWN COUNCIL MAY DETERMINE, AND SUCH DEBT PAYABLE FROM ALL LEGALLY AVAILABLE MONIES, INCLUDING REVENUE DERIVED FROM THE TOWN'S PARKS, OPEN SPACE AND TRAILS ("POST") 1% SALES TAX, AMOUNTS ON DEPOSIT IN THE TOWN'S GENERAL FUND OR OTHER AVAILABLE SOURCES, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR TO PAY SUCH PRINCIPAL AND INTEREST WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO GENERATE THE AMOUNT SET FORTH ABOVE; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

**Notes from Open House and Sunday Market Booth
August 18, 2016 to August 28, 2016**

(before August 30th Open House and Worksession)

Each meeting was different although generally the same themes. More support than anticipated for affordable housing. Interest expressed on where P&F residents were relocated to and why were we in such a hurry if nothing has happened. Parking seems to be a concern. Residents seem concerned about existing tax bills. Young families liked the children's play area. Concern about cumulative impact of money questions on ballot. Interest in what was happening on whitewater park – some positive and others negative. Interest in what we are paying for RFCDC property and why RFCDC hasn't moved forward. A lot of interest on the Development Parcel. A number of comments were on how to make it clear to the voters what they were voting on. Some of the other verbal comments related to:

Money

When do my taxes go down and by how much if I don't approve this?

Per each \$500 K my home is worth, how much of my taxes would go up for this?

Sticker Shock. This is way too much money.

Please explain the financing part very clearly. Why aren't my taxes going up?

Why are we increasing amount we can spend on maintenance – wouldn't it be better to pay down bond first?

Why are we bailing out the CDC. Didn't the Town spend a lot of money on the CDC's property?

How many years are we authorizing this debt?

Format of Question

Can we separate this into 2 ballot questions: 1st the land purchase; and then if the land purchase the River Park Improvements?

Why were you talking about 2% financing and the bond language says 4%? The chart you are showing isn't the same as the bond language.

The language of the ballot question describing the part of the CDC property that is going to be developed needs work.

I could get behind the question if I knew the Town was going to allow "commercial" development on the 1.1 acre.

How can we approve this if we don't know what the development portion is going to be?

How can we trust that the Town would allow commercial development on the 1 acre?

I think we should allow development on only ½ acre.

We should make them develop on the western portion first and then the eastern portion of the 1 acre development portion.

What the Town is spending money on

I am concerned that you won't have any money to spend for needed projects in my neighborhood – (from Southside and Willits folks).

What is Plan B? (asked several times) What happens if this goes down?

Town has other big needs – child care and affordable housing – is it best to put all our money into this?

Need commercial development that pays town back – are we going to subsidize other non-profits?

Process

Can we have a meeting where we talk face to face with the Council – maybe in a discussion or different less adversarial way?

I thought you told me I was getting a river park in the 2013 bond. It was the Council that was doing it anyway but approving \$5 million would be faster.

What guarantees do I have that this is what the money is being used for?

Need to be clearer about what happens polygon area.

Development and Park

Like the children's play area. We need a place to take the grandchildren that is safe.

We will use it.

There is new playground equipment by school that kids can play on that is a better place.

Need to have development that people want to go there so all the businesses don't go down to Willits.

I like Basalt.

Basalt River Park Bond Issue



Basalt voters may soon have an opportunity to vote on whether to approve a \$9.425 million Bond Issue to acquire additional land for, and construction of, the Basalt River Park. All citizens are invited to ask questions and learn more about:

- ◆ Project Description
- ◆ Project Costs
- ◆ Bond Issue Financing and Repayment

Open House

DATES and TIMES

Thursday, August 18, 2016,
6:00 – 8:00 PM
(Basalt Town Hall)

Saturday, August 20, 2016
9:00 AM – Noon
(Basalt Town Hall)

Sunday, August 21, 2016
10:00 AM – 2:00 PM
(Basalt Sunday Market tent)

Thursday, August 25, 2016
6:00 – 8:00 PM
(Basalt Town Hall)

Saturday, August 27, 2016
9:00 AM – Noon
(Basalt Town Hall)

Sunday, August 28, 2016
10:00 AM – 2:00 PM
(Basalt Sunday Market tent)

Basalt River Park Bond Issue

**Tuesday,
August 30, 2016**

6:00 PM Open House

7:00 PM Council Work Session

Special Open House and Town Council Work Session at Basalt Town Hall

This is in addition to the
open houses being held:

Saturday, August 27

9:00 AM - Noon

Town Hall

Sunday, August 28

10:00 AM - 2:00 PM

Basalt Sunday Market

Page 49 of 117



Basalt voters may soon have an opportunity to vote on whether to approve a \$9.425 million Bond Issue to acquire additional land for, and construction of, the Basalt River Park. All citizens are invited to ask questions, make comments and learn more about:

- ◆ **Project Description**
- ◆ **Project Costs**
- ◆ **Bond Issue Financing and Repayment**

If we already have your contact information just print your name.
 Otherwise, please print your contact information.

Event: Open House - River Park Bond Issue

Date: August 18, 2016

Name	Email
1 Scott GALLAGHER	docgalliv@msa.com
2 Lynn Nichols	
3 Scott Whinnery	TENWINNERY
4 Marysue Hillis	
5 Silvia Davis	
6 Lynne Mace	
7 Michael Davies	michael.davies@backbonemedia.net
8 GREG SIVIGAS	GGSIVIGAS@COMCAST.NET
9 Matt Armentrout	matt.armentrout@gmail.com
10 Sandy Kucharczyk	sjkbreck@yahoo.com
11 Barbara O'Toole	
12 MARIANNE ANTONIAC	consultmaa@gmail.com
13 STAN GOERTZBEIN	sgertzbein@gmail.com
14 Ruth J. Iversen	
15 Nick Aceto	nick@torramla.com
16 TED GUY	tedg@tkga.net
17 Greg Van Alden	
18 Marjorie Thom	
19 MARY ANN INOUCHE	maryann@teaguarich.com

If we already have your contact information just print your name.
Otherwise, please print your contact information.

Event: Open House - River Park Bond Issue

Date: August 18, 2016

	Name	Email	
20	Joni Keefe	jkeefe7825@gmail.com	8/18/16
21			
22			
23			
24			
25			
26			
27			
28			
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30			
31			
32			
33			
34			
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36			
37			

Your name: Greg SUGARS Email address: GG-SUGARS@COMCAST.NET

Basalt River Park Bond Issue

Thursday, August 18, 2016

I would like to make the following comment:

REGARDING THE BALLOT QUESTION - BULLIT POINT #2 -

CHANGE LANGUAGE TO ... AND ALLOWING FOR A MAXIMUM
OF ONE (1) ACRE FOR PRIMARILY COMMUNITY DEVELOPMENT PURPOSES.

ANY SUCH DEVELOPMENT SHALL BE PHASED IN FROM THE WESTERN
(RMI) BORDER OF THE PARCEL.

ALSO, STONE TERRACING ON THE GREEN OPEN SPACE OF THE PARK SHOULD
BE ELIMINATED IN ORDER ALLOW FOR UNENCUMBERED FREEDOM OF MOVEMENT
AND CREATIVITY.

I would like the following question answered:

THANKS,
g/s 8/19/16

Your name: Craig Van Orden Email address: CVOTR2@gmail

Basalt River Park Bond Issue

Thursday, August 18, 2016

I would like to make the following comment:

Kids play area should be, As is
now, on other side @ library

I like A parcel for Deve.

I would like the following question answered:

~~Kids play area should~~

Your name: Marjorie Hilts Email address: m.hilts@me.com

Basalt River Park Bond Issue

Thursday, August 18, 2016

I would like to make the following comment:

Suggested change in language and *reserving* one-half (1/2) or less for *future possible* non-park development.

Observation

I think that people who are attached to their personal views or vision without accepting that times have changed, or change is inevitable, are holding back progress. Some people stand to gain and feel the public should stand down.
~~Existing fee from tickets will pay for CDE improvements~~

I would like the following question answered:

Why are the design fees so much more expensive than the actual structures?

Your name: ROY CHORBAYIAN Email address: RCHORBAYIAN@YAHOO.COM

Basalt River Park Bond Issue

Thursday, August 18, 2016

I would like to make the following comment:

I AM ALL FOR A NICE PARK - BUT KEEP
EXPENDITURES TO AN AFFORDABLE AND REALISTIC LEVEL
I USED WALKING TRAIL IN PARK - LAST WINTER -
PLEASE TRY TO GROW THEM.

PLEASE MOVE INCREMENTALLY - JUST BECAUSE
LOW INTEREST FINANCING IS AVAILABLE SHOULD
NOT BE THE PRIME REASON TO SPEND FOOLISHLY!

REMEMBER THE HOUSING CRISIS?
I would like the following question answered: KEEP PARCEL
AS OPEN AS
POSSIBLE

1. WITH THE 187K FISHING PIER
2. SPENDING HALF A MILLION TO MOVE BUS STOP AND
PARKING SPACES TO PRESERVE VIEW PLANCE IS
EXTREMELY WASTEFUL
3. WHY 470 K TO RE-ALIGN TWO RIVERS RD.?
4. WITH ~~IT~~ WOULD IT COST TO JUST BUY CDC
PARCEL AND INCREMENTALLY DEVELOP PARK?

Your name: Lynn Nichols

Email address: lynnonichols@gmail.com

Basalt River Park Bond Issue

Thursday, August 18, 2016

I would like to make the following comment:

Cost Estimate Budget seems very high & I'm concerned
how that might influence how people think @ how important
the development parcel is to paying for the
whole project assuming town will sell parcel A

"Park for next century" should be OPEN SPACE
Not Development. Park is ~~an~~ ^{the} anchor - put the development ^{where other} development
is already occurring. Development in park should provide services
for park users, enrich park experience. OFFICE BUILDING - you've
I would like the following question answered: opt to be kidding

Who created Park Cost Estimate, Budget? What is their
relationship to Town, town council, Lowe developers
Can public see more detail on Cost Estimate?

Your name: Kathleen Cole

Email address: Katcole3@gmail.com

Basalt River Park Bond Issue

Thursday, August 18, 2016

I would like to make the following comment:

- Acquisition...
- take out the ... [or less] for non-park development
- I feel very strongly that the CDC parcel should be zoned prior to the appraisal & bond issue

I would like the following question answered:

How exactly does spending \$12M-14M on a park that can be utilized 5 mos/yr. create economic vitality & sustainability?

If we already have your contact information just print your name.
Otherwise, please print your contact information.

Event: Open House - River Park Bond Issue Date: August 20, 2016

Name	Email
1 John Locke	
2 Marilyn Locke	
3 Margaret Pendleton	m_pendleton@emsu.com
4 Ginny Parker	
5 Mrs. Rossetti	
6 Norm Elsen	
7 DONNA ROSSETTI	drossetti@rossetti.com
8 Gil Klumper	gklmper@gmail.com
9 Leroy Duroux	
10 Janice Duroux	
11 Robert Hubbell	
12 Lois Hubbell	
13 Genny Teru/Heav	
14 Jeff Oursler	basaltjeff@gmail.com
15 Robin Waters	
16	
17	
18	

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Saturday, August 20, 2016

I would like to make the following comment:

- ① What would be the tax reduction if the bond issue doesn't go through per \$100,000 of valuation
- ② What maximum percentage of ~~dollar~~ per dollar amount annually would come from POST and for how long.
- ③ What is the Town Council ~~to~~ willing to commit to related to the developable portion.

I would like the following question answered:

portion.

If we already have your contact information just print your name.
Otherwise, please print your contact information.

Event: Open House - River Park Bond Issue

Date: August 21, 2016

Name

Email

1 KAREN STOLLER STOLLER(4)STOLLERINC.NET

2

3

4

5

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11

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Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comment:

I recommend the bond language be revised to require the commercial development of parcel A.

I do not believe a park only is sufficient to enhance vitality and only support a park if additional commercial development is mandated.

I would like the following question answered:

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comment:

We hope there is room for a
first-class restaurant in the
park.

I would like the following question answered:

Your name: Mark Kwiecinski Email address: MKWIECINSKI@comcast.net
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comments ~~and~~ would like these answered with solutions and yes or nos.

1) The affordability schedule of the park project ~~thought~~ were presented by the "bond expert" at cost of 1.5%. Now you say the bond issue should contemplate a 4% interest rate ~~seems~~ which seems like it would defeat effort due to inconsistency.

2) The park maintenance is set at \$150,000 which seems very, very high for roughly 4 acres. Why are you using this amount as it could tank the bond issue.
I would like the following question answered:

3) A proposal just appeared in 2nd reading that proposes to reduce ~~the~~ What part of funds can be used for park acquisition and maintenance to 25% of the fund. you budgeted in the projection that 100% be available.

4) The \$2,500 trash cans and the \$65,000 fence removal estimate are indicative of the greatly exorbitant park budget which I and others think is double what it should be. This huge padding could make the bond issue fail.

~~Please~~ Thank-you.

Your name: Joseph M Zuehl Email address: Joseph.Zuehl@colorado.com
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comment:

Create a Petition to Stop Against
the Construction of Bridleway Taxes
to Pay for A \$10, million Park -

I would like the following question answered:

Your name: Daniel Perlman Email address: dperlman1@mac.com
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comment:

Park plan looks great

I would like the following question answered:

Your name: Wade Email address: Wade V 77 
Please be aware that your written comments/questions become part of the public record. yahoo.com

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comment:

Keep up the good
work!

Call Jerome & get
Students design.

I would like the following question answered:

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comment:

KRISTIN JENSEN kaaj71@gmail.com - interested in *What's happening*

I would like the following question answered:

Your name: Salomé Zikakis Email address: szikakis@parryklaw.com
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 21, 2016

I would like to make the following comment:

Private development of a portion of the CDC land should be encouraged, but it needs to be the type of development that encourages business to locate back to historic Basalt. We need to reverse the business flight to Willits. The use of the land by the river for public park or other public use is a great way to allow for a diversity of activity. A small boutique hotel on the CDC land would be a complementary use.

I would like the following question answered:

If we already have your contact information just print your name.
 Otherwise, please print your contact information.

Event: Open House - River Park Bond Issue

Date: August 25, 2016

Name	Email	
1 GREG SHUGARS	GGSHUGARS@COMCAST.NET	8/25
2 GALE PARKER		8/25
3 Ken Larson		8/25
4 Steve Chash		8/25
5 Bennett Bramson		8/25
6 Chris Lewis	Chris.lewis@sir.com	"
7 John Locke		8/25
8 Marilyn Locke		8/25
9 TATYANA STEVENS		
10 TONI KRONBENG	TONI.WATERBABIES@GMAIL.COM	8/25
11 MIKI KLAHN	KLAHNSKIS@G.MAIL.COM	
12 LARRY KLAHN	KLAHNSKIS@GMAIL.COM.	8/25
13		
14		
15		
16 RICHARD MACLAURIN	MACLAURINR@AOL.COM	
17 Bonita Maclaurin	Bsmaclaurin@gmail.com	8/25
18 DYLAN JOHNS	DYLANMJ@HOTMAIL.COM	8/25

Jackie Whitsett
 Susan Philip
 Bernie Krauch
 Audra Schindler
 Katie Scherer

Your name: Terri Newland Email address: terrin@sojira.net
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Thursday, August 25, 2016

I would like to make the following comment:

Let voters know that if Basalt purchases
percol ~~percol~~ there will be options for development.

- Remove the words "or less" in the first bullet.
- Address maintenance, police, etc. costs
- Affordable housing would be great on
2nd story. - We need it more than ever
to keep & attract young people.

Susan is doing an excellent job - Thanks

*I will have
control of parcel.*

I would like the following question answered:

Your name: Tom Newland Email address: tom@newlandprojectresources.com
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Thursday, August 25, 2016

I would like to make the following comment:

If you remove the words "or less" after "one-half (1/2)" in the ~~second~~^{first} bullet of the ballot question, I will vote in favor of the proposal. I think this property should be fully preserved for future development. For example, some affordable housing is sorely needed and ~~would~~ would infuse vitality into our downtown

I would like the following question answered:

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Thursday, August 25, 2016

I would like to make the following comment:

I would like the following question answered:

Will ~~there~~ there be an objective appraisal of the property before finalizing the bond / ballot issue, and will the final numbers be consistent with that appraisal.

Your name: GREG SHUGARS Email address: GG.SHUGARS@COMCAST.NET

Basalt River Park Bond Issue Pg. 1 OF 2

SPRING Mtg.
MODERATOR

25
Thursday, August 18, 2016 GIS

I would like to make the following comments:

1) CDC PURCHASE BALLOT LANGUAGE. " THE TOWN OF BASALT SHALL PURCHASE THE 2.3 ACRE CDC PROPERTY WITH DEVELOPMENT LIMITED TO THE 1.08 ACRE WESTERN SECTION OF THE PROPERTY. FURTHERMORE, THE MAJORITY OF ANY DEVELOPMENT ON THE 1.08 ACRE PARCEL WILL BE FOR COMMUNITY SERVING COMMERCIAL, CIVIL AND PUBLIC PURPOSES. "

I would like the following question answered:

(SIMILAR TO BASALT LIBRARY TAX QUESTION) :
WHETHER IT BE A BOND FOR \$9.4 MILLION, \$7 MILLION, OR \$6 MILLION, THE QUESTION IS " FOR EACH \$100,000 OF ASSESSED PROPERTY VALUATION, THE ADDITIONAL COST WILL BE \$XXX PER YEAR. " THIS IS WHAT THE VOTERS WILL NEED TO KNOW PRIOR TO THE ELECTION,

2) PARK DEVELOPMENT BOND PRICE TAG.

ALL-ENCOMPASSING POST-PLAN = \$ 9.4 MILLION
- VALUE ENGINEERING = - 0.94 "
- OPEN SPACE FUNDING = - 1.50 "
(PITKIN + EAGLE COUNTIES)
REVISSED POST-PLAN COST = \$ 6.96 MILLION
- DETAILED REVIEW & BIDDING OF POST-PLAN ITEMIZED COSTS = - 0.5 MILLION (ESTIMATE)
" VETTED " POST-PLAN COST = \$ 6.46 MILLION

* \$ 6.46 MILLION BOND @ 1.5% (65% HISTORICAL LOW)

IF BALLOT FAILS, TOWN OF BASALT WILL STILL HAVE TO DEAL WITH 1) \$3 MILLION PURCHASE OF CDC PROPERTY 2) \$1 MILLION "BASIC" PARK PLAN (ROAD WORK, WOONERF, ROCK REMOVAL, GRADING, FERTIGATION, TOP SOIL, SEEDING) THE "BASIC" PLAN WOULD CONVERT "SPECTATORS" INTO "PARTICIPANTS" AS THE PARK WOULD BECOME "USEABLE".

ALSO, FAILURE TO APPROVE BOND MAY KILL THE POST-PLAN LONG-TERM. WHY? CONSTRUCTION INFLATION COSTS IN THE ROARING FORK VALLEY. LOOK NO FARTHER THAN THE BASALT UNDERPASS COSTS WHICH HAVE SKYROCKETED FROM < \$4 MILLION TO > \$7 MILLION SINCE THE ORIGINAL APPROVAL.

RAS

Basalt library will seek property tax hike from voters

Nov. 8 ballot question will seek \$350,000 annually for seven years

Staff report

\$2.45 million total

Basalt Regional Library District voters will be asked to approve a property tax hike for the next seven years or there will be cuts to staff and services.

The library's board of trustees decided to seek a property tax increase in the Nov. 8 election that will raise \$350,000 annually for the next seven years, board president Carolyn Kane told the Basalt Town Council on Tuesday. The campaign is just getting launched, she said, and will be headed by a citizens' committee.

Proponents plan to start circulating an informal flier starting Sunday at the outdoor market in Basalt. The flier says the ballot question will add about 0.91 additional mills to property taxes. For each \$100,000 of assessed property valuation, the additional cost will be \$7.24 per year. Owners of a house with an assessed valuation of \$500,000 would pay an additional \$36.22 per year.

The district said it needs the financial boost because revenue dropped so severely during the recession. The annual revenue dropped from \$1.5 million to \$1 million.

Meanwhile, demand for services continues to grow. The number of cardholders increased from about 10,000 in 2010 to almost 23,000 now. The library is open seven days per week and offers a diverse menu of programs for everyone from kids to senior citizens.

The library proponents will make a case to voters that the district has tightened its belt. Deep cuts made in 2012 and "conservative management" since then have limited overall average increases in spending to 1 percent annually, the flier says. In addition, some construction bonds were refinanced at lower interest rates in 2012 and saved about \$500,000.

If voters aren't convinced, the district will be forced to close one day per week. The library will reduce its education programs, concerts, lectures and author visits. It will cut back on e-books, digital resources, newspapers, magazines, videos, movies and music, the flier says.

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

We need development - to pay tax
and provide jobs.
We already have thousands of
acres of open land.
We don't need debt in our
small town!

I would like the following question answered:

Your name: Peter RJ Jaycox Email address: pj@sojomo.net
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

I want the river park to be funded
primarily by sales tax + property tax derived
from commercial along Two Rivers Rd.
\$12million is \$3000/person. How will maintenance etc
be paid for?
There needs to be more creativity in financing,
Currently I will vote NO

I would like the following question answered:

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

It would be great to see a labyrinth in the
RMI grassy area

The town of Basalt needs to purchase +
control this area - Develop a town/park
identity like Golden, CO. Hotels can
go in other locations.

Please vote YES on the bond issue! We own
property but can't vote.

I would like the following question answered:

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

Basalt desperately needs more ppl to support
old town retail. We need affordable housing
that will bring a live/work/recreate population
to Old town specifically. Develop the "Development
Parcel" into TRUE affordable Housing one that
will support a care population to support old town Basalt!!

I would like the following question answered:

why isnt the town supporting the affordable
housing proposed next to "Stables" ?

Your name: Carolyn Kane Email address: Carokane@Comcast.net
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

- I'd like to have a ballot measure that asks for
voter approval of funds to improve the area already
owned by the town of Basalt, and to make that
portion useable as a public park.
- A separate ballot question could ask voters to approve
purchase of all or part of property presently owned
by CDC.

I would like the following question answered:

Your name: _____ Email address: _____

Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

Love the Park !

I would like the following question answered:

Your name: Ryan Email address: _____
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

More Benches at Midland park

I would like the following question answered:

Your name: Anne Austin-Clapper Email address: anacclapper@gmail.com
Please be aware that your written comments/questions become part of the public record.

Basalt River Park Bond Issue

Sunday, August 28, 2016

I would like to make the following comment:

You blew it w/ scorn! The council
ignored his "charetts" which
it participated in. Lowe's had a
workable proposal... too big but
negotiate, compromise. Taxes
are too high already in Basalt.
Town should not buy land.
Lowe would have built a

I would like the following question answered:

beautiful park at no cost to
town. I am very disappointed
in Mayor's actions.

Es. I hope you can read
this! I have Essential Town
so waiting is not my forte!

Susan Philp

From: Steve Chase <aspensailor@comcast.net>
Sent: Friday, September 02, 2016 8:16 AM
To: Susan Philp
Subject: FW: Chase/Pan Fork discussion by the #'s

Dear Susan, Report from last night. Thanks again for your help*. I'll bring the "boards" back this morning.....Steve

From: Steve Chase [<mailto:aspensailor@comcast.net>]
Sent: Friday, September 02, 2016 8:06 AM
To: 'Stacey Craft' <stacey@happyrealestatebasalt.com>
Cc: 'Auden Schendler' <auden.schendler@basalt.net>; 'Bill Maron' <bill.maron@basalt.net>; 'Herschel Ross' <herschel.ross@basalt.net>
Subject: Re: Chase/Pan Fork discussion by the #'s

Dear All, Last night's meeting at the library was great – albeit not well attended if at all by any of the citizens' group with the petition in spite of my outreach to them to have a presence. I believe that all in attendance (about 30) felt that they had a much greater understanding of the financial implications of all that has and what may yet transpire. With the help of Bill Maron, who was an integral part of the our town planning process, Herschel Ross, Rick Stevens, Auden Shendler and Ken Ransford, a local attorney who represented the CDC in the early stages of the negotiations to bring that group into a partnership with the town, there was a clarification of the role of the CDC! I feel that it is critical that you're all aware of this and that in an effort to be accurate and transparent that we share this information with Facebook and others that received information (from me) that was not entirely accurate!

1. There was never a contract with CDC to repay the \$1.7 million to reimburse the town for the land improvements on their portion of the site.
2. There was a contract to reimburse the town for the removal of the trailers and the relocation of the occupants BUT
3.CDC spent over \$1 Million on its own for varying issues that came up on their property before the trailers were removed
4.AND through private donations from their investors, they backed some of the occupants so that they could get loans for relocation
5. CDC had anticipated recovering some of the spent dollars from a developer to make their investors whole and return any excess to the town
6. The town has all but eliminated that possibility by shrinking the parcel and leaving only 1.1 acres for potential development
7. Through the bond proposal, the town is putting the solution (for now) squarely on the shoulders of the tax payers!
8. The town is hoping that in time it will sell off the 1.1 acres and with help from Pitkin county, etc., they will pay back a portion of the bond
9. Engaging with a/the developer at this time seems to be off the table

The present wording for the bond request does in fact hold the voter hostage – that unless they accept a \$3 million (or an appraised value) bond to purchase the CDC parcel, then they are not allowing us to vote to support the

park improvements that have now shrunk to about ½ of the original request (no frills). If all fails, the council will release enough funds to sod and irrigate the waterfront portion with POST dollars, but all else will stall until a “future date” or until funding can be found elsewhere in the valley – once again ignoring the public’s position on the issues.

Please set the record straight on the respective sites that you have worked with. My talk last night with input from those mentioned above, would have otherwise “clarified” my comments made Tuesday night on Grassroots. Steve

Susan Philp

From: mark kwiecienski <mkwiecienski@comcast.net>
Sent: Thursday, September 01, 2016 11:22 AM
To: jacque whitsitt; Gary Tennenbaum; Bernie Grauer; Mark Kittle;
katie_schwoerer@hotmail.com; 'Jenn Riffle'; Susan Philp; James Lindt; Judi Tippetts
Cc: Doug & Marge MacDonald; margot@cscobiz.com; rchorbajian@yahoo.com; Gayle Shugars;
Gerald Terwilliger
Subject: Appraisal Issues to be aware of and a solution

Dear Mayor and Council – I am sorry for the additional email. I decided not to burden the discussion yesterday and the flow of the meeting and decided instead it would be more helpful to put this in email form. So here goes:

Making the bond issue contingent upon the property appraising for \$3 million is basing the town's future on an arbitrary opinion and it is risky and not sensible for several reasons unless council instructs the appraiser to assume highest and best use (residential) with no reimbursable or sunk costs repaid to the town. Check with bond council on this if this is OK. Furthermore:

- 1) The value of the CDC parcel to the public as a park cannot be appraised in any absolute way.
- 2) **From an investor perspective all three approaches that appraisers use to value the property are all based upon the value to an investor which is not applicable to the value of a river park to the public.** An appraisal was done on the property in May of 2014 and it had to make lots of assumptions to arrive at one of the values concluded of \$2,520,000. For instance the reimbursable that monies that the town expended that originally were to have been the responsibility of the CDC is about \$3,000,000. One value arrived at assumed that 50% of those would be paid back by the developer. Per the Ehlers report it assumed that one option would return 50% of about \$1,500,000 of reimbursable back to the town. That is an arbitrary amount. If the appraisal had assumed no reimbursable would be paid back, then the value of the property would rise by about \$1,500,000. When I say "about" it is because there are all kinds of other little things an appraiser might or might not factor in. This is why the number the appraiser gives you will be meaningless but based almost entirely on the assumptions made.
- 3) Appraisers use 3 approaches to valuation. Income, sales comparison and cost approach.
 - a) The income approach is based largely on how the property is zoned and what rental income could be produced.
 - b) The Sales approach is not really applicable either as that all depends upon the profit an investor could make and is also base largely upon what it is zoned for.. Zone for high end luxury townhomes and the value is really, really high.
 - c) The cost approach says how much would it cost to produce a like kind property. This approach should yield whatever the CDC has in plus some, if the same opportunity were available today. This probably would be the most applicable approach to use in Basalt's situation.

The best solution would be to simply put this in the hands of the voters and let them decide if this is worth 3 million to them which is really the true value of this property to the public. They are not stupid. Explain in the bond evaluation period why the appraisal is not really relevant like this letter does. Any appraisal you get is going to be contested by someone anyway.

Best, Mark

Ballot Question 2A: Funding up to \$3 Million for RFCDC Parcel Acquisition

A. Tax-Exempt General Obligation Bonds, Series 2013A

Fiscal Year	Designated POST Revs	plus: Bond Fund Tax Levy	less: Series 2013 Debt Service	equals: Annual Surplus	Cumulative Surplus	less: Principal Redemption*	equals: Net Annual Surplus
2016	360,000	562,561	(618,575)	303,986	303,986		
2017	360,000	562,561	(617,975)	304,586	608,572		
2018	360,000	562,561	(612,175)	310,386	918,958		
2019	360,000	562,561	(606,275)	316,286	1,235,244		
2020	360,000	562,561	(610,275)	312,286	1,547,530	(1,230,000)	317,530
2021		562,561	(606,150)	(43,589)			562,561
2022		562,561	(344,650)	217,911			562,561
2023		562,561	(339,900)	222,661			562,561
Totals	1,800,000	4,500,482	(4,355,975)	1,944,513			2,005,213

Notes: The Series 2013A Bonds are callable on December 1, 2020 and any date thereafter.
 This scenario assumes the Town will use accumulated funds to redeem the Bonds in full on 12/1/2020.

B. Taxable General Obligation Bonds, Series 2014A

Fiscal Year	Designated POST Revs	plus: Est. Developer Funding	less: Series 2014 Debt Service
2016	300,000	-	(296,685)
2017	300,000	-	(297,881)
2018	150,000	155,000	(303,861)
2019	150,000	155,000	(304,490)
2020		300,000	(305,903)
2021		305,000	(307,073)
2022			
2023			
Totals	300,000	915,000	(1,815,893)

Notes: The Series 2014A Bonds are callable on any date.
 This scenario assumes no early redemption and POST / developer revenues equal to debt service.

Est. Underpass COP Amount: **1,725,000**
 Est. Interest Rate: **3.00%**
 Est. Term (years): **5**

C. Tax-Exempt Certificates of Participation, Series 2017A

Fiscal Year	Designated POST Revs	less: Cash Funding of Project	less: Est. 2017 Debt Service
2016	650,000	(650,000)	-
2017	650,000	(650,000)	-
2018	375,000	-	(375,000)
2019	375,000	-	(375,000)
2020	375,000	-	(375,000)
2021	375,000	-	(375,000)
2022	375,000	-	(375,000)
2023			
Totals	3,175,000	(1,300,000)	(1,875,000)

Notes: The Series 2017A COPs likely will be callable any time.
 This scenario assumes 100% POST funding.

D. POST and Bond Fund Levy Capacity

Fiscal Year	Estimated POST Tax Revenues*	less: Designated POST Revs	less: Other POST Priorities	equals: Net POST Available	plus: Bond Fund Tax Levy	plus: Additional Town Levy	equals: Future Capacity
2016	1,625,000	(1,310,000)	(162,500)	152,500	-	-	152,500
2017	1,625,000	(1,310,000)	(162,500)	152,500	-	-	152,500
2018	1,625,000	(885,000)	(325,000)	415,000	-	-	415,000
2019	1,625,000	(885,000)	(325,000)	415,000	-	-	415,000
2020	1,625,000	(735,000)	(325,000)	565,000	317,530	-	882,530
2021	1,625,000	(375,000)	(325,000)	925,000	562,561	-	1,487,561
2022	1,625,000	(375,000)	(325,000)	925,000	562,561	-	1,487,561
2023	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
2024	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
2025	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
2026	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
Totals	17,875,000	(5,875,000)	(3,250,000)	8,750,000	3,692,896	-	12,442,896

* Scenario assumes no change in sales tax volume (for POST) or taxable value (for Bond Fund Levy)

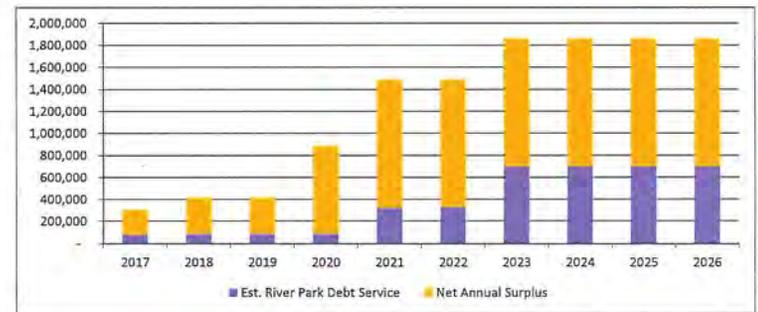
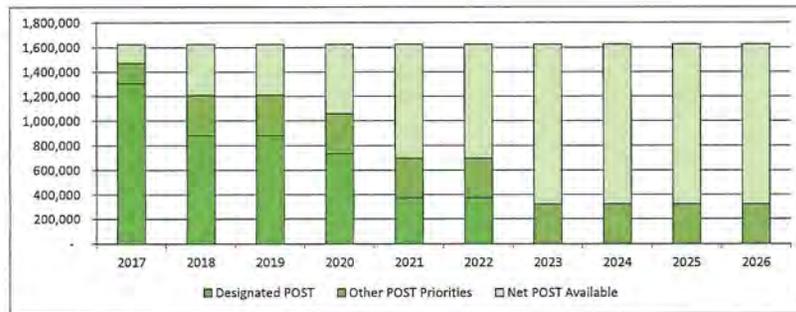
E. Ballot Question 2A Only (Tax-Exempt/Taxable Split TBD)

Target Funding for Land Acq & Project Costs:	3,000,000
Estimated Bond Par Amount:	3,085,000
Estimated Bond Interest Rate (TIC):	3.00%
Estimated Total Bond Principal & Interest:	3,793,707

F. Est. River Park Bond Debt Service

Fiscal Year	Future Capacity	less: Est. River Park Debt Service	equals: Net Annual Surplus**
2016	152,500	-	-
2017	152,500	(80,500)	224,500
2018	415,000	(87,953)	327,448
2019	415,000	(87,953)	327,448
2020	882,530	(87,953)	794,978
2021	1,487,561	(322,553)	1,165,009
2022	1,487,561	(326,913)	1,160,649
2023	1,862,561	(700,885)	1,161,896
2024	1,862,561	(698,750)	1,163,771
2025	1,862,561	(700,550)	1,162,011
2026	1,862,561	(701,080)	1,161,481
Totals	12,442,896	(3,793,707)	8,649,189

** Net Surplus does not include 20% Reserved POST Funds



Tax Impact – Current Bond Levy

Town of Basalt (TOB) Tax Base - Fiscal 2015

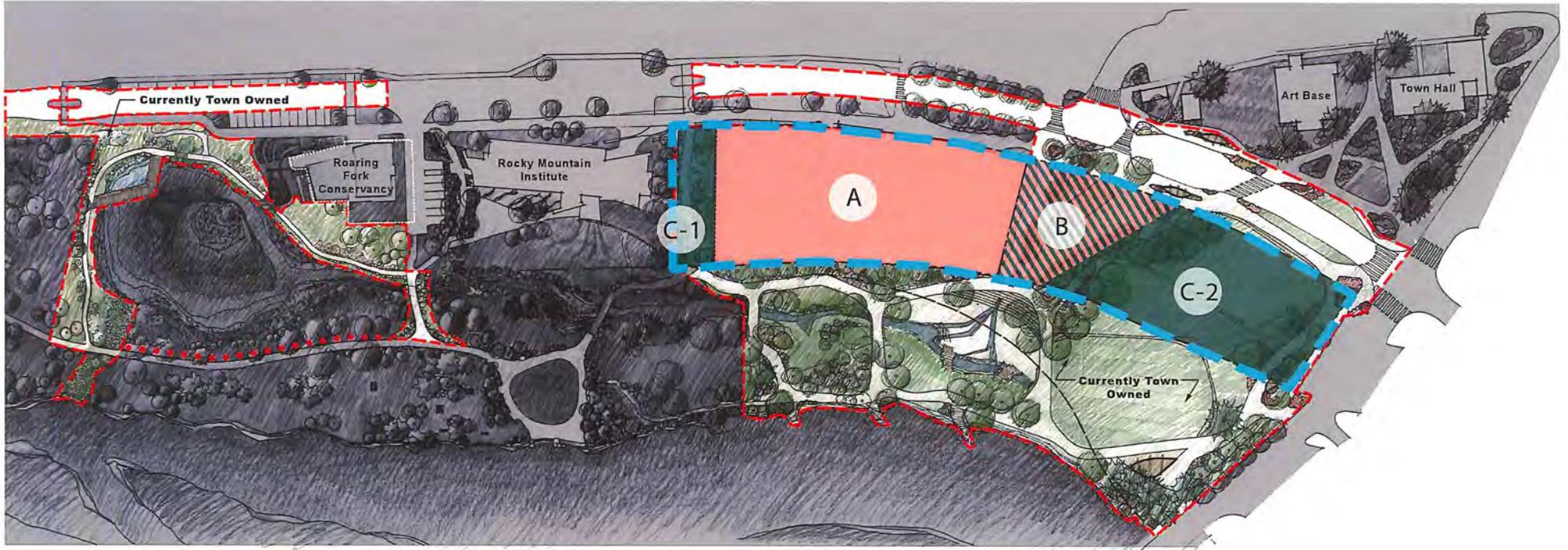
	Assessed Value in Eagle	\$ 106,394,380	
plus:	Assessed Value in Pitkin	\$ 46,549,880	
equals:	Total Assessed Value	\$ 152,944,260	
	TOB Bond Fund Tax Levy – 2015	\$ 562,561	(Comprises 40% of Total Tax Levy)
	TOB Bond Levy Mill Rate	3.678	(Comprises 40% of Total Mill Rate)

Residential Property Tax Impacts

	Representative Appraised Values	\$ 250,000	\$ 500,000	\$ 750,000	\$ 1,000,000
times:	State of Colorado Assessment Rate	7.96%	7.96%	7.96%	7.96%
equals:	Representative Assessed Values	\$ 19,900	\$ 39,800	\$ 59,700	\$ 79,600
times:	TOB Bond Levy Mill Rate	3.678	3.678	3.678	3.678
equals:	TOB Bond Levy Annual Tax Impacts	\$ 73	\$ 146	\$ 220	\$ 293
	Residential Impact per \$100,000 of TOB Levy:	\$ 13	\$ 26	\$ 39	\$ 52

Commercial Property Tax Impacts

	Representative Appraised Values	\$ 250,000	\$ 500,000	\$ 750,000	\$ 1,000,000
times:	State of Colorado Assessment Rate	29.00%	29.00%	29.00%	29.00%
equals:	Representative Assessed Values	\$ 72,500	\$ 145,000	\$ 217,500	\$ 290,000
times:	TOB Bond Levy Mill Rate	3.678	3.678	3.678	3.678
equals:	TOB Bond Levy Annual Tax Impact	\$ 267	\$ 533	\$ 800	\$ 1,067
	Commercial Impact per \$100,000 of TOB Levy:	\$ 47	\$ 95	\$ 142	\$ 190



PROPERTY PURCHASE INCLUDES:
 The 2.3 acre parcel owned by Roaring Fork Community Development Corporation (CDC). The eastern portion is to be used as a park and amenities hub (B & C-2). A trail connecting to the river will be constructed on the western parcel boundary adjacent to RMI (C-1). A remaining 1.1 acre parcel will be offered for future non-park related development (A).

-  CDC OWNED
2.3 Acres Total
-  A
FUTURE DEVELOPMENT PARCEL
1.08 ACRES
-  B
PARK RELATED - POTENTIAL FUTURE AMENITIES HUB / POLYGON
.34 ACRE
-  C
PARK
.90 ACRE
(.14 ACRE +.76 ACRE)

**TOWN OF BASALT
Council Action**

Date: September 6, 2016
From: Susan Philp, AICP Planning Director

SUBJECT: and approve Resolution No. 37, Series of 2016, approving ballot question to authorize debt to make improvements to the Basalt River Park

RECOMMENDATION: Select Ballot Language Option (A or B) and approve Resolution No. 37.

DETAILS/BACKGROUND:

Per the summary sheet on Resolution No. 36, the Council has been discussing moving forward with a ballot question to fund purchase of the Roaring Fork Community Development Corporation Property and the construction of Basalt River Park and related improvements.

This agenda summary sheet addresses the second ballot question. The second ballot question as proposed would ask voters to authorize debt to finance the design, development and construction of the Basalt River Park Improvement Project. The Council directed Staff to reflect the Financial Scenario 3 plan presented at the August 30, 2016 worksession which had an improvement cost of \$3,993,031 which was rounded up to \$4 million for the purposes of the ballot question.

As written, the ballot question is dependent on the ballot question for the land purchase being approved. If the land purchase ballot question fails, the Town would need to regroup and determine how to proceed.

Staff will check in at Tuesday's Council meeting to make sure this is the way the Council wants the ballot question worded.

Resolution 37: Option A and Option B

Paul Wisor, Kline, Alvarado, Veio, PC, the Town's bond attorney developed two options for this ballot question. The options differ in style and are not substantive.

Financial Information

Ehlers provided Staff with Financial Scenario 2 which shows both questions 2A and 2B passing, which would provide up to \$7 million for the RFCDC Parcel Acquisition and Park Improvements. Kimmel points out that we don't see the same kind of net surplus (and tax levy cancellation ability) in the \$7M scenario (2A and 2B). Here, the net revenue surplus after debt service is \$3.74M. If the Town didn't use property taxes in this scenario, its net capacity would be almost nothing – clearly, a non-starter. But looking at the orange column here, the \$450,000+ estimated annual surpluses during most of the years indicates the relative "affordability" of a \$7M plan vs. larger project funding amounts.

Finally, please note again that these projections assume a 3% average interest rate. The lower rates that we would expect would lead to lower bond debt service requirements and therefore larger net surpluses.

Line Item Code & Description: na

Attachments Open House Flyers; Draft Resolution No. 37. Information provided by Bruce Kimmel

Comments received at open houses and other comments; map showing property purchase and other material provided by Bruce Kimmel, Ehlers Public Finance are attached to Resolution No. 36.

**A RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,
CALLING A SPECIAL ELECTION ON NOVEMBER 8, 2016 FOR
AUTHORIZATION TO INCUR DEBT RELATED TO THE DESIGN AND
CONSTRUCTION OF THE BASALT RIVER PARK IMPROVEMENT
PROJECT; SETTING THE BALLOT TITLE AND CONTENT FOR THE
BALLOT ISSUE; AND PROVIDING OTHER MATTERS RELATING
THERE TO.**

**Town of Basalt, Colorado
Resolution No. 37
Series of 2016**

RECITALS

WHEREAS, the Town of Basalt, Colorado (the "Town") is a home rule municipality and political subdivision of the State of Colorado (the "State"), duly organized and operating under the State Constitution (the "Constitution") and The Charter of the Town of Basalt, Colorado (the "Charter"); and

WHEREAS, pursuant to Section 2.3 of the Charter, special elections may be called by the Council by action taken at least 60 days in advance of the date of the election and pursuant to Section 2.7 of the Charter, Town elections are to be governed by the Colorado Municipal Election Code and the general election laws under the Colorado Revised Statutes ("C.R.S."), except as otherwise provided in the Charter or as the Town Council of the Town (the "Council") may otherwise provide by ordinance; and

WHEREAS, pursuant to Section 1.4 of the Charter the Town is empowered to purchase, receive, hold and enjoy or sell and dispose of real property; and

WHEREAS, in order to further the goals of the Town, the Town desires to acquire and redevelop that certain 2.317 acre parcel of real property located in the Town of Basalt and currently owned by the Roaring Fork Community Development Corporation (the "CDC Parcel"); and

WHEREAS, the Town has entered into a Purchase and Sale agreement with the Roaring Fork Community Development Corporation for the acquisition of the CDC Parcel contingent upon voter approval of the financing of such acquisition; and

WHEREAS, the Town has placed a ballot question on the November 2016 ballot seeking authorization for the issuance of debt and the levy of taxes for the purpose of acquiring the CDC Parcel; and

WHEREAS, in the event the eligible electors of the Town approve the issuance of debt and levy of taxes for the acquisition of the CDC Parcel, the Town desires to design, develop, construct, maintain and operate a new Basalt River Park; and

WHEREAS, in order to further the goals of the Town, the Town desires to include within the new Basalt River Park a children's play area, band shell structure and restroom facilities; and

WHEREAS, in order to further the goals of the Town, the Town desires to make improvements to a portion of Two Rivers Road; and

WHEREAS, the specific objectives of these improvements are more thoroughly described in the Council agenda packet materials provided for and presentations made at several Town Council work sessions and meetings; and

WHEREAS, pursuant to Section 10.2 of the Town Charter, as well as Article XI, Section 6 and Article X, Section 20 of the State Constitution, no bonds or other evidence of indebtedness payable in whole or in part from the proceeds of ad valorem taxes may be issued by the Town until the question of their issuance has been submitted to a vote of the electors of the Town and approved by a majority of those voting on the question; and

WHEREAS, the maximum repayment cost for the proposed bonds, and related town tax increase to pay the annual debt service for the proposed bonds, were calculated based upon a maximum net effective interest rate of 3.00%; and

WHEREAS, action of the Town Council to submit ballot issues is not required to be made by Ordinance in the Town Charter, Section 31-15-302(1)(d)(V), C.R.S., specifically permits submitting the question of contracting indebtedness by municipal resolution and, if approved by a majority of the Town electors voting on the ballot issue, the Town Council will act by ordinance to create the authorized indebtedness in accordance with Section 4.1 of the Town Charter; and

WHEREAS, the Council has determined to call a special election to be held on November 8, 2016 and to set the ballot title for the ballot issue to be submitted at the election; and

WHEREAS, pursuant to the criteria for ballot titles set forth at Section 31-11-111, C.R.S., in fixing this ballot title, the Council finds that the title set forth in Appendix A is not misleading, clearly identifies the effect of a "yes" or "no" vote, does not conflict with title of any other measure that will appear on the ballot, and correctly and fairly expresses the true intent and meaning of the measure.

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

1. At a special election of the Town to be held on Tuesday, November 8, 2016, there shall be submitted to the eligible electors of the Town a ballot issue authorizing the issuance of general obligation bonds, revenue bonds or other obligations and the levy of property taxes to pay such bonds in order to design, develop, and construct a new Basalt River Park including a children's play area, band shell structure and restroom facilities at the new Basalt River Park along with improvements to a portion of Two Rivers Road, which ballot issue shall be in

substantially the form attached hereto as Appendix A, but such ballot issue shall only take effect in the event the eligible electors of the Town approve the ballot question providing for the issuance of debt and levy of taxes for the acquisition of the CDC Parcel. Appendix A is hereby incorporated into this Resolution as if set forth in full herein.

2. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such ballot issue, the Town acting through the Council shall be authorized to proceed with the necessary action to issue bonds and levy taxes in accordance with the ballot issue which has been so approved. Any authority to issue bonds or to levy taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to issue the bonds and levy the taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

3. For purposes of Section 1-11-203.5, C.R.S. and Section 31-11-111, C.R.S., this Resolution shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such ballot issue shall be the text of the ballot issue itself. Pursuant to Section 1-11-203.5, C.R.S., any contest by a person of the form or content of a ballot title must be filed within five days of the Council's final action concerning the ballot title.

4. The Town Clerk, as well as the appropriate officers and employees of the Town, are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution. Among other matters, the Town Clerk shall certify the order of the ballot and ballot content, arrange for the required notices of election, and direct that all other appropriate actions be accomplished.

5. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such ballot issue, the Town acting through the Council shall be authorized to proceed with the necessary action to issue bonds and levy taxes in accordance with the ballot issue which has been so approved. Such authority to issue bonds and levy taxes shall be deemed and considered a continuing authority to issue the bonds and levy the taxes so authorized at any one time, or from time to time up to ten years from the date of this election, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

6. All actions not inconsistent with the provisions of this Resolution, heretofore taken by the members of the Council and the officers and employees of the Town, directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

7. All prior acts, orders or resolutions, or parts thereof, by the Town in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

9. This Resolution shall take effect immediately upon its passage

READ AND ADOPTED on a vote of ___ to ___ this 6th day of September, 2016.

TOWN OF BASALT

By _____
Jacque R. Whitsitt, Mayor

ATTEST:

By _____
Pamela K. Schilling, Town Clerk

APPENDIX A

Option A

SHALL TOWN OF BASALT DEBT BE INCREASED UP TO \$4,120,000 WITH A MAXIMUM REPAYMENT COST OF UP TO \$5,050,000, AND SHALL TOWN TAXES BE INCREASED UP TO \$890,000 ANNUALLY, SUCH DEBT AND TAXES TO BE INCREASED ONLY IN THE EVENT BALLOT ISSUE 2[A] IS APPROVED BY THE VOTERS, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE BASALT RIVER PARK IMPROVEMENT PROJECT, INCLUDING THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF

- A NEW BASALT RIVER PARK;
- A CHILDREN'S PLAY AREA;
- A BAND SHELL STRUCTURE;
- RESTROOM FACILITIES;
- IMPROVEMENTS TO A PORTION OF TWO RIVERS ROAD;

BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS WHICH BONDS OR OBLIGATIONS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 3.00% PER ANNUM, AND MATURE, BE SUBJECT TO REDEMPTION (WITH OR WITHOUT PREMIUM), AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE TOWN COUNCIL MAY DETERMINE, AND SUCH DEBT PAYABLE FROM ALL LEGALLY AVAILABLE MONIES, INCLUDING REVENUE DERIVED FROM THE TOWN'S PARKS, OPEN SPACE AND TRAILS ("POST") 1% SALES TAX, AMOUNTS ON DEPOSIT IN THE TOWN'S GENERAL FUND OR OTHER AVAILABLE SOURCES, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR TO PAY SUCH PRINCIPAL AND INTEREST WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO GENERATE THE AMOUNT SET FORTH ABOVE; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Option B

SHALL TOWN OF BASALT DEBT BE INCREASED UP TO \$4,120,000 WITH A MAXIMUM REPAYMENT COST OF UP TO \$5,050,000, AND SHALL TOWN TAXES BE INCREASED UP TO \$890,000 ANNUALLY, SUCH DEBT AND TAXES TO BE INCREASED ONLY IN THE EVENT BALLOT ISSUE 2[A] IS APPROVED BY THE VOTERS, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE BASALT RIVER PARK IMPROVEMENT PROJECT, INCLUDING

- THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF A NEW BASALT RIVER PARK; A CHILDREN'S PLAY AREA; A BAND SHELL STRUCTURE; AND RESTROOM FACILITIES;
- IMPROVEMENTS TO A PORTION OF TWO RIVERS ROAD;

BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS WHICH BONDS OR OBLIGATIONS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 3.00% PER ANNUM, AND MATURE, BE SUBJECT TO REDEMPTION (WITH OR WITHOUT PREMIUM), AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE TOWN COUNCIL MAY DETERMINE, AND SUCH DEBT PAYABLE FROM ALL LEGALLY AVAILABLE MONIES, INCLUDING REVENUE DERIVED FROM THE TOWN'S PARKS, OPEN SPACE AND TRAILS ("POST") 1% SALES TAX, AMOUNTS ON DEPOSIT IN THE TOWN'S GENERAL FUND OR OTHER AVAILABLE SOURCES, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR TO PAY SUCH PRINCIPAL AND INTEREST WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO GENERATE THE AMOUNT SET FORTH ABOVE; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

River Park Cost Scenarios

	Scenario 1	Scenario 2	Scenario 3
	Original POST Cost Estimates less 10%	Revised POST Cost Estimates	Revised POST less Hypothetical Reductions
Land Acquisition - RFCDC Parcel	3,000,000	3,000,000	3,000,000
Base Level Design	2,335,997	2,245,997	2,245,997
Full Design or Reduced Children's Play Area in Scenario 3	1,544,357	1,544,357	436,500
Band Shell Structure with restroom and amenities	515,534	515,534	515,534
Comfort Station	180,000	180,000	180,000
Fishing Pier	168,360	168,360	-
Two Rivers Road rework	470,342	470,342	200,000
Bus Stop Improvements	276,663	225,000	225,000
Development Parcel	270,000	270,000	-
Other Costs Not Identified	507,641	281,000	190,000
West Two Rivers Road and Old Pond Park	392,359	-	-
Total Project Cost	9,661,253	8,900,590	6,993,031

← LAND

Improvements
\$3,993,031

Ballot Questions 2A & 2B: Funding up to \$7 Million for RFCDC Parcel Acquisition and Park Improvements

Est. Underpass COP Amount: **1,725,000**
 Est. Interest Rate: **3.00%**
 Est. Term (years): **5**

A. Tax-Exempt General Obligation Bonds, Series 2013A

Fiscal Year	Designated POST Revs	plus: Bond Fund Tax Levy	less: Series 2013 Debt Service	equals: Annual Surplus	Cumulative Surplus	less: Principal Redemption*	equals: Net Annual Surplus
2016	360,000	562,561	(618,575)	303,986	303,986		
2017	360,000	562,561	(617,975)	304,586	608,572		
2018	360,000	562,561	(612,175)	310,386	918,958		
2019	360,000	562,561	(606,275)	316,286	1,235,244		
2020	360,000	562,561	(610,275)	312,286	1,547,530	(1,230,000)	317,530
2021		562,561	(606,150)	(43,589)			562,561
2022		562,561	(344,650)	217,911			562,561
2023		562,561	(339,900)	222,661			562,561
Totals	1,800,000	4,500,488	(4,355,975)	1,944,513			2,005,213

Notes: The Series 2013A Bonds are callable on December 1, 2020 and any date thereafter.
 This scenario assumes the Town will use accumulated funds to redeem the Bonds in full on 12/1/2020.

B. Taxable General Obligation Bonds, Series 2014A

Fiscal Year	Designated POST Revs	plus: Est. Developer Funding	less: Series 2014 Debt Service
2016	300,000	-	(296,685)
2017	300,000	-	(297,881)
2018	150,000	155,000	(303,861)
2019	150,000	155,000	(304,490)
2020		300,000	(305,903)
2021		305,000	(307,073)
2022			
2023			
Totals	900,000	915,000	(1,815,893)

Notes: The Series 2014A Bonds are callable on any date.
 This scenario assumes no early redemption and POST / developer revenues equal to debt service.

C. Tax-Exempt Certificates of Participation, Series 2017A

Fiscal Year	Designated POST Revs	less: Cash Funding of Project	less: Est. 2017 Debt Service
2016	650,000	(650,000)	-
2017	650,000	(650,000)	-
2018	375,000	-	(375,000)
2019	375,000	-	(375,000)
2020	375,000	-	(375,000)
2021	375,000	-	(375,000)
2022	375,000	-	(375,000)
2023			
Totals	3,125,000	(1,300,000)	(1,875,000)

Notes: The Series 2017A COPs likely will be callable any time.
 This scenario assumes 100% POST funding.

D. POST and Bond Fund Levy Capacity

Fiscal Year	Estimated POST Tax Revenues*	less: Designated POST Revs	less: Other POST Priorities	equals: Net POST Available	plus: Bond Fund Tax Levy	plus: Additional Town Levy	equals: Future Capacity
2016	1,625,000	(1,310,000)	(162,500)	152,500		-	152,500
2017	1,625,000	(1,310,000)	(162,500)	152,500		-	152,500
2018	1,625,000	(885,000)	(325,000)	415,000		-	415,000
2019	1,625,000	(885,000)	(325,000)	415,000		-	415,000
2020	1,625,000	(735,000)	(325,000)	565,000	317,530	-	882,530
2021	1,625,000	(375,000)	(325,000)	925,000	562,561	-	1,487,561
2022	1,625,000	(375,000)	(325,000)	925,000	562,561	-	1,487,561
2023	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
2024	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
2025	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
2026	1,625,000		(325,000)	1,300,000	562,561	-	1,862,561
Totals	17,875,000	(5,875,000)	(3,250,000)	8,750,000	3,692,896	-	12,442,896

* Scenario assumes no change in sales tax volume (for POST) or taxable value (for Bond Fund Levy)

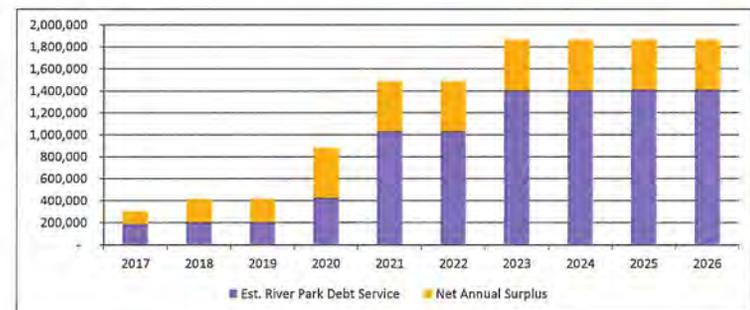
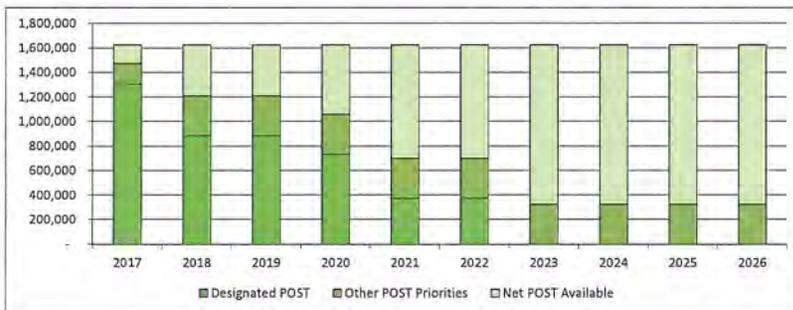
E. Ballot Question 2A & 2B (Tax-Exempt/Taxable Split TBD)

Target Funding for Land Acq & Project Costs:	7,000,000
Estimated Bond Par Amount:	7,140,000
Estimated Bond Interest Rate (TIC):	3.00%
Estimated Total Bond Principal & Interest:	8,705,545

F. Est. River Park Bond Debt Service

Fiscal Year	Future Capacity	less: Est. River Park Debt Service	equals: Net Annual Surplus**
2016	152,500	-	-
2017	152,500	(185,958)	119,042
2018	415,000	(202,250)	212,750
2019	415,000	(202,250)	212,750
2020	882,530	(927,250)	455,280
2021	1,487,561	(1,037,075)	455,486
2022	1,487,561	(1,031,638)	455,944
2023	1,862,561	(1,404,388)	458,174
2024	1,862,561	(1,405,033)	457,549
2025	1,862,561	(1,407,748)	454,814
2026	1,862,561	(1,407,998)	454,564
Totals	12,442,896	(8,706,545)	3,736,351

** Net Surplus does not include 20% Reserved POST Funds



TOWN OF BASALT
Action Item

Date: September 6, 2016
From: Susan Philp, AICP

SUBJECT: Public Hearing and Consideration of Ordinance to amend Chapter 4, Finance, to allow up to 20% of the Open Space Sales Tax to be used for maintenance and to submit the Ordinance to a referendum election (instead of the current \$10% cap).

RECOMMENDATION: Staff recommends Council approve the ordinance on 2nd Reading

DETAILS/BACKGROUND:

In 2006, The Town Council, with the approval of the electorate of the Town, amended its retail sales tax as included in the Town Code to increase the sales tax rate from two percent (2%) to three percent (3%). That language required that the revenues generated by the one percent (1%) increase were to be used exclusively to fund capital improvement projects to be approved by the Town Council for parks, open space acquisition, and trail projects.

In 2013 the voters approved a ballot question which allowed up to 10% of the 1% Open Space Sales Tax to be used for maintenance.

Prior Town Manager, Mike Scanlon, recommended the Town approve increasing the up to amount that can be used for maintenance. The Town Council would decide on an annual basis during the budget process how much of the permitted amount (if any) would be used for maintenance based on Town goals and needs. The Town Council wouldn't have to use all of the revenues for maintenance but it would give the Town the flexibility to do so. One of major goals of the Town's adopted Open Space and Trails Master Plan is to, "Take Care of What We Have." As we add more park improvements to our system, we need to make sure that we satisfy the public's desire that these areas are adequately maintained.

Update for September 6, 2016 Meeting

The Council approved the ordinance on 1st reading. The original ordinance proposed changing the maximum allowed for maintenance to 25%, but on further analysis with the Public Works Department on projected costs it was recommended that this be lowered to 20%. The Council subsequently approved the ordinance with that modification. Scanlon also met with the POST Committee to review projected revenues and what this meant in conjunction with the proposed River Bond to assure them that other desired Park Capital Projects could be constructed.

The provision does not take effect unless approved by the voters on November 8, 2016.

Related Town Statute and or Town Actions: Town Charter Articles IX and XI.

Line Item Code & Description: na

Available Budget: In future years this would allow for up to \$325,000± per year to be used for maintenance of our parks, open space and trails.

Attachments Ordinance No. 22, 2016; Park Maintenance Projections; correspondence

**TOWN OF BASALT, COLORADO
ORDINANCE NO. 22
SERIES OF 2016**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, AMENDING CHAPTER 4, ARTICLE IV OF THE BASALT MUNICIPAL CODE, ENTITLED SALES TAX, TO PERMIT NOT MORE THAN 20% OF THE FUNDS GENERATED BY THE 1% SALES TAX RATE DEDICATED TO CAPITAL IMPROVEMENTS PROJECTS FOR PARKS, OPEN SPACE ACQUISITION AND TRAIL PROJECTS, TO BE USED FOR THE MAINTENANCE OF PARKS, OPEN SPACE, AND TRAILS, AND SUBMITTING THIS ORDINANCE TO A REFERENDUM ELECTION.

RECITALS

1. The Town of Basalt (the "Town") has in place a retail sales tax ordinance at Chapter 4, Article IV, of the Basalt Municipal Code governing the imposition and collection of sales tax in the Town.
2. In 2006, the Town Council, with the approval of the electorate of the Town, amended its retail sales tax ordinance to increase the sales tax rate from two percent (2%) to three percent (3%).
3. In accordance with the 2006 amendment, the revenues generated by the one percent (1%) increase are to be used exclusively to fund capital projects to be approved by the Town Council for parks, open space acquisition, and trail projects.
4. In 2013, the Town Council, with the approval of the electorate of the Town, amended its retail sales tax ordinance dedicated to parks, opens space and trail projects to include not more than ten (10%) of the one percent (1%) sales tax to be used for the maintenance of parks, open space and trails.
5. The Town Council desires to amend Section 4-65(a) of the Basalt Municipal Code to permit not more than twenty percent (20%) of the one percent (1%) sales tax increase to be used for the maintenance of parks, open space and trails.
6. The Colorado Constitution, state statutes, and the Home Rule Charter of the Town of Basalt, authorize the amendment subject to voter approval in a municipal election.
7. NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, that the following amendments to Chapter 4, Article IV of the Basalt Municipal Code entitled "Sales Tax" are hereby approved and adopted:

Section 1. Schedule of Tax. Section 4-65(a), Schedule of Tax is hereby to read in its entirety as follows:

(a) There is hereby imposed upon all sales of commodities and services specified in Subsection (b) below, a tax at the rate of three percent (3%) of the amount of the sale, to be computed in accordance with schedules or systems approved by the Executive Director of the State Department of Revenue or by separate ordinance of the Town. The funds generated by the one percent (1%) increase in the sales tax rate approved in 2006, shall be used to fund capital improvement projects to be approved by the Town Council for parks, open space acquisition, and trail projects, except that not more than twenty percent (20%) of that amount may be used to fund the maintenance of parks, open space, and trails.

Section 2. Collection of Administration. Section 4-66 (d), Collection, Administration and Enforcement," is hereby amended to read in its entirety as follows:

(d) The funds generated by the one percent (1%) increase in the sales tax rate approved in 2006, shall be used to fund capital improvement projects to be approved by the Town Council for parks, open space acquisition, and trail projects, except that not more than twenty percent (20%) of that amount (.083% of the total revenues generated) may be used to fund the maintenance of parks, open space and trails.

Section 3. Referendum. Pursuant to C.R.S. 29-2-102 (1), and Section 5.6 of the Home Rule Charter, this ordinance is hereby submitted to an election by the registered electors of the Town of Basalt for their approval or rejection at the regular municipal election scheduled for November 8, 2016. The election shall be conducted as a coordinated election in Eagle and Pitkin Counties in accordance with articles 1 to 13 of title 1, C.R.S. (the "Uniform Election Code") and an Intergovernmental Agreement (the "Intergovernmental Agreement") between the Town and the Eagle and Pitkin County Clerk and Recorders (the "County Clerks"). The form of the ballot question is attached hereto as Exhibit A.

Section 4. Severability. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance and the Town Council hereby declares it would have passed this Ordinance and each part, section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more parts, sections, subsections, sentences, clauses, or phrases be declared invalid.

READ ON FIRST READING, ORDERED PUBLISHED, AND SET FOR PUBLIC HEARING TO BE HELD ON AUGUST 23, 2016, by a vote of 6 to 0 on August 9, 2016 at which time the item was continued to September 6, 2016.

READ ON SECOND READING AND PUBLIC HEARING, AND ADOPTED by a vote of ___ to ___, on September 6, 2016.

TOWN OF BASALT, COLORADO

By _____
Jacque Whitsitt, Mayor

ATTEST:

By _____
Pamela K. Schilling, Town Clerk

First Publication: August ___, 2016
Final Publication: September ___, 2016
Effective Date: September ___, 2016

EXHIBIT A

FORM OF BALLOT QUESTION

BALLOT QUESTION

SHALL THE TOWN OF BASALT, COLORADO, ACTING THROUGH ITS TOWN COUNCIL, BE AUTHORIZED TO AMEND SECTION 4-65(a) and SECTION 4-66(d) OF THE BASALT MUNICIPAL CODE TO PERMIT NOT MORE THAN TWENTY (20%) OF THE FUNDS GENERATED BY THE ONE PERCENT (1%) SALES TAX RATE DEDICATED TO CAPITAL IMPROVEMENTS PROJECTS FOR PARKS, OPEN SPACE ACQUISITION, AND TRAIL PROJECTS TO BE USED FOR THE MAINTENANCE OF PARKS, OPEN SPACE, AND TRAILS?

Park Maintenance

Growth Rate (inflation)	5.00%
-------------------------	-------

	2017	2018	2019	2020	2021	
Current						
Operatins & Maintenance						
Personnel	116,404.00	122,224.20	128,335.41	134,752.18	141,489.79	(General Fund)
Contract Services	212,000.00	222,600.00	233,730.00	245,416.50	257,687.33	(General Fund)
Capital Replacement <small>(Paths, Benches, Playground Equipment)</small>	150,000.00	157,500.00	165,375.00	173,643.75	182,325.94	(POST)

TOTAL	328,404.00	344,824.20	362,065.41	380,168.68	399,177.11	(General Fund)
Current Acreage (23 Acres)						
Per Acre Costs	14,278.43	14,992.36	15,741.97	16,529.07	17,355.53	

Future						
Future Acreage (30 Acres)						
<small>(2.5 acres southside of Roaring Fork River / 4.5 acres northside of Roaring Fork River)</small>						
TOTAL	428,353.04	449,770.70	472,259.23	495,872.19	520,665.80	

Difference between Current and Future Parks	99,949.04	104,946.50	110,193.82	115,703.51	121,488.69	
POST Capital Replacement	150,000.00	157,500.00	165,375.00	173,643.75	182,325.94	(POST)
Total to be paid by POST	249,949.04	262,446.50	275,568.82	289,347.26	303,814.62	(POST)

Total available from POST 325,000.00 341,250.00 358,312.50 376,228.13 395,039.53
(Growing POST by 2%)

+/- available from POST Dollar	75,050.96	78,803.50	82,743.68	86,880.86	91,224.91	
<small>These are the dollars left after maintenance applied</small>						

Susan Philp

From: mark kwiecienski <mkwiecienski@comcast.net>
Sent: Thursday, August 18, 2016 4:32 PM
To: Mike Scanlon; Susan Philp
Cc: Doug & Marge MacDonald; Gerald Terwilliger; Gayle Shugars;
katie_schwoerer@hotmail.com; 'Jenn Riffle'; jacque whitsitt; madski99@gmail.com;
Bernie Grauer; Scott Condon; Mark Kittle; Gary Tennenbaum; Judi Tippetts
Subject: Ord 22 reducing park fund from 1 to 1/4%

Hi Mike and Susan – Since Mike has been saying the town is short of cash so I would like to understand this. That was before the \$800,000 contribution to the CRFC and before some other discretionary expenses. During the past two weeks a cash flow projection for different bonding interest expenses of 1.5% and 4% was handed out at a council meeting. I just tried to locate it in the Grassroots council package but it was not there anymore. In that analysis designed to assist council in determining bonding amounts, the surplus from post, was shown to be collected at the rate of 1% of sales, was integrated into that analysis. The a surplus of about \$110,000 was projected to be available to support the bond. There was no mention that ord. 22 was in motion (see below). Council projections and feasibility of the bond were based upon that without ordinance 22.

Today I saw a notice in the Aspen Times for a second reading of ordinance 22 series of 2016 which proposes amending Chap 4, art. 4 to permit not more than 25% pf the funds generated by the 1% sales tax to capital improvements for parks and open space acquisition and trails projects to be used for maintenance of parks.....and submitting this ordinance to a referendum.

This would make your projections void for the river park. Was there a mention of this that I missed when the first reading had occurred when the financial data was presented for the debt service? Also who is the sponsor of this ordinance?

Thank you.



Susan Philp

From: mark kwiecienski <mkwiecienski@comcast.net>
Sent: Wednesday, August 10, 2016 9:14 PM
To: Mike Scanlon; Susan Philp
Cc: Bernie Grauer; katie_schwoerer@hotmail.com; Jacque Whitsitt; Gerald Terwilliger; Gayle Shugars
Subject: RE: the new park \$150K maintenance budget, children water play area liability

I am including the finance committee and a few involved citizens on this discussion for efficiency only.

Mike – Thank you. I understand. That \$150,000 seems like a huge budget for the new park relative to the acreage of everything else. What do I know, but a \$75k budget for the new 6 acres of river parks seems like it would be ample and should allow about 1.25 full time employees devoted exclusively to the new river park.

The other **\$75,000 would come in handy for servicing three million plus in debt** which would give the budget some nice breathing room.

I understand the fountain at Willits is taking a lot of staff time that was not anticipated originally, **if there are big labor intensive parts of the POST design, we should know about them now. The children's "play area" for instance, if you are going to designate it as such, should be made so that the water is only 6 inches deep and you need to make sure there is no life guard needed.**

Thank you.
Mark Kwiecienski

From: Mike Scanlon [<mailto:mike.scanlon@basalt.net>]
Sent: Tuesday, August 09, 2016 4:22 PM
To: mark kwiecienski <mkwiecienski@comcast.net>
Subject: Re: 25% for Park Maintenance

Mark I think the total number for Contract Services (Mowing/Weeding/Spraying/Trees) is going to range \$175,000 to \$200,000 I can get Boyd / Matt to put together the current contracts. We went away for paying for employees to paying for contractor services....we might reach a point with an increased acreage where it makes sense to go back to hiring our own employees: We're at that awkward size too small to be a good client And too small to justify a whole lot of employee expenses.
MScanlon

From: Mark Kwiecienski <mkwiecienski@comcast.net>
Date: Tuesday, August 9, 2016 at 11:34 AM
To: Susan Philp <susan.philp@basalt.net>, Mike Scanlon <mike.scanlon@basalt.net>
Subject: RE: 25% for Park Maintenance

Susan an Mike - Yes the 2015 budget is need to see the base line expenditure.

I assume that 2017 projection having \$116,404 for Personnel is largely fixed cost that does not change based upon acreage, and similarly the Capital replacement of \$150,000.

Is it true that the current contract services are currently running about \$60,000?

Thank you.

From: Susan Philp [<mailto:susan.philp@basalt.net>]
Sent: Monday, August 08, 2016 8:16 PM
To: Mark Kwiecienski <mkwiecienski@comcast.net>
Subject: 25% for Park Maintenance

Mark,

Mike Scanlon said you're right. Probably don't need that much. 10% to 25%. But, not knowing what all the final components are, we were trying to be conservative.

See his calculations attached. Email Mike if you have questions regarding this.

Mike said – good catch.

Susan

Susan Philp AICP
Basalt Planning Director
101 Midland Ave.
Basalt, CO 81621
970-927-4701, ext 204
susan.philp@basalt.net

Susan Philp

From: mark kwiecienski <mkwiecienski@comcast.net>
Sent: Tuesday, August 09, 2016 11:34 AM
To: Susan Philp; Mike Scanlon
Subject: RE: 25% for Park Maintenance

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Susan Philp AICP
Basalt Planning Director
101 Midland Ave.
Basalt, CO 81621
970-927-4701, ext 204
susan.philp@basalt.net

Susan Philp

From: mark kwiecienski <mkwiecienski@comcast.net>
Sent: Monday, August 08, 2016 9:01 PM
To: Susan Philp
Subject: RE: 25% for Park Maintenance

Susan – Thank you. Can you also provide the historical for 2015 and 2016 first 2 quarters? Thanks in advance. Mark

From: Susan Philp [<mailto:susan.philp@basalt.net>]
Sent: Monday, August 08, 2016 8:16 PM
To: Mark Kwiecienski <mkwiecienski@comcast.net>
Subject: 25% for Park Maintenance

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Susan Philp AICP
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101 Midland Ave.
Basalt, CO 81621
970-927-4701, ext 204
susan.philp@basalt.net

Susan Philp

From: mark kwiecienski <mkwiecienski@comcast.net>
Sent: Sunday, August 07, 2016 9:13 PM
To: Mike Scanlon; Susan Philp
Cc: Mark Kittle; Bernie Grauer; 'Jenn Riffle'; katie_schwoerer@hotmail.com; Gary Tennenbaum; Gerald Terwilliger; Gayle Shugars; cathyclick@me.com; Doug & Marge MacDonald
Subject: Park Maintenance Budgets

Hello Mike and Susan – I had read that the anticipated town of Basalt maintenance budget due to the addition of the River Park was to increase the current baseline of 100% to 250% percent which is a seemingly very, very significant increase. I would like to understand the number of acres of manicure parks now under the towns care and the cost to maintain those and how the additional anticipated 4 acres is expected to be so much more dramatically expensive to maintain over the other parks on an acre by acre basis. If we could see the current budgets and anticipated budgets it would go a long way to understanding this. Thank you.

Sincerely,
Mark Kwiecienski

A RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, CALLING A SPECIAL ELECTION ON NOVEMBER 8, 2016 FOR AUTHORIZATION TO INCUR DEBT RELATED TO THE DESIGN AND CONSTRUCTION OF THE BASALT RIVER PARK IMPROVEMENT PROJECT; SETTING THE BALLOT TITLE AND CONTENT FOR THE BALLOT ISSUE; AND PROVIDING OTHER MATTERS RELATING THERETO.

**Town of Basalt, Colorado
Resolution No. 33B
Series of 2016**

RECITALS

WHEREAS, the Town of Basalt, Colorado (the "Town") is a home rule municipality and political subdivision of the State of Colorado (the "State"), duly organized and operating under the State Constitution (the "Constitution") and The Charter of the Town of Basalt, Colorado (the "Charter"); and

WHEREAS, pursuant to Section 2.3 of the Charter, special elections may be called by the Council by action taken at least 60 days in advance of the date of the election and pursuant to Section 2.7 of the Charter, Town elections are to be governed by the Colorado Municipal Election Code and the general election laws under the Colorado Revised Statutes ("C.R.S."), except as otherwise provided in the Charter or as the Town Council of the Town (the "Council") may otherwise provide by ordinance; and

WHEREAS, pursuant to Section 1.4 of the Charter the Town is empowered to purchase, receive, hold and enjoy or sell and dispose of real property; and

WHEREAS, in order to further the goals of the Town, the Town desires to acquire and redevelop that certain 2.317 acre parcel of real property located in the Town of Basalt and currently owned by the Roaring Fork Community Development Corporation (the "CDC Parcel"); and

WHEREAS, the Town has entered into a Purchase and Sale agreement with the Roaring Fork Community Development Corporation for the acquisition of the CDC Parcel contingent upon voter approval of the financing of such acquisition; and

WHEREAS, the Town has placed a ballot question on the November 2016 ballot seeking authorization for the issuance of debt and the levy of taxes for the purpose of acquiring the CDC Parcel; and

WHEREAS, in the event the eligible electors of the Town approve the issuance of debt and levy of taxes for the acquisition of the CDC Parcel, the Town desires to design, develop, construct, maintain and operate a new Basalt River Park; and

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WHEREAS, in order to further the goals of the Town, the Town desires to include within the new Basalt River Park a children's play area, band shell structure ~~with restrooms and amenities, an ADA-compliant comfort station, and restroom facilities; and~~

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WHEREAS, in order to further the goals of the Town, the Town desires to make improvements to ~~portions a portion~~ of Two Rivers Road ~~in order to enhance access to the new Basalt River Park; and~~

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WHEREAS, the specific objectives of these improvements are more thoroughly described in the ~~DHM Report filed with the Town; and Council agenda packet materials provided for and presentations made at several Town Council work sessions and meetings; and~~

WHEREAS, pursuant to Section 10.2 of the Town Charter, as well as Article XI, Section 6 and Article X, Section 20 of the State Constitution, no bonds or other evidence of indebtedness payable in whole or in part from the proceeds of ad valorem taxes may be issued by the Town until the question of their issuance has been submitted to a vote of the electors of the Town and approved by a majority of those voting on the question; and

WHEREAS, the maximum repayment cost for the proposed bonds, and related town tax increase to pay the annual debt service for the proposed bonds, were calculated based upon a maximum net effective interest rate of 3.00%; and

WHEREAS, action of the Town Council to submit ballot issues is not required to be made by Ordinance in the Town Charter, Section 31-15-302(1)(d)(V), C.R.S., specifically permits submitting the question of contracting indebtedness by municipal resolution and, if approved by a majority of the Town electors voting on the ballot issue, the Town Council will act by ordinance to create the authorized indebtedness in accordance with Section 4.1 of the Town Charter; and

WHEREAS, the Council has determined to call a special election to be held on November 8, 2016 and to set the ballot title for the ballot issue to be submitted at the election; and

WHEREAS, pursuant to the criteria for ballot titles set forth at Section 31-11-111, C.R.S., in fixing this ballot title, the Council finds that the title set forth in Appendix A is not misleading, clearly identifies the effect of a "yes" or "no" vote, does not conflict with title of any other measure that will appear on the ballot, and correctly and fairly expresses the true intent and meaning of the measure.

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

1. At a special election of the Town to be held on Tuesday, November 8, 2016, there shall be submitted to the eligible electors of the Town a ballot issue authorizing the issuance of general obligation bonds, revenue bonds or other obligations and the levy of property taxes to pay such bonds in order pay to design, develop, ~~and construct, maintain and operate~~ a new Basalt River Park ~~as well as provide for including~~ a children's play area, band shell structure ~~with amenities, and~~ restroom facilities at the new Basalt River Park along with improvements to a

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portion of Two Rivers Road, which ballot issue shall be in substantially the form attached hereto as Appendix A, but such ballot issue shall only take effect in the event the eligible electors of the Town approve the ballot question providing for the issuance of debt and levy of taxes for the acquisition of the CDC Parcel. Appendix A is hereby incorporated into this Resolution as if set forth in full herein.

2. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such ballot issue, the Town acting through the Council shall be authorized to proceed with the necessary action to issue bonds and levy taxes in accordance with the ballot issue which has been so approved. Any authority to issue bonds or to levy taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to issue the bonds and levy the taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

3. For purposes of Section 1-11-203.5, C.R.S. and Section 31-11-111, C.R.S., this Resolution shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such ballot issue shall be the text of the ballot issue itself. Pursuant to Section 1-11-203.5, C.R.S., any contest by a person of the form or content of a ballot title must be filed within five days of the Council's final action concerning the ballot title.

4. The Town Clerk, as well as the appropriate officers and employees of the Town, are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution. Among other matters, the Town Clerk shall certify the order of the ballot and ballot content, arrange for the required notices of election, and direct that all other appropriate actions be accomplished.

5. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of such ballot issue, the Town acting through the Council shall be authorized to proceed with the necessary action to issue bonds and levy taxes in accordance with the ballot issue which has been so approved. Such authority to issue bonds and levy taxes shall be deemed and considered a continuing authority to issue the bonds and levy the taxes so authorized at any one time, or from time to time up to ten years from the date of this election, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

6. All actions not inconsistent with the provisions of this Resolution, heretofore taken by the members of the Council and the officers and employees of the Town, directed toward holding the election for the purposes stated herein are hereby ratified, approved and confirmed.

7. All prior acts, orders or resolutions, or parts thereof, by the Town in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph,

APPENDIX A

SHALL TOWN OF BASALT DEBT BE INCREASED UP TO \$4,120,000 WITH A MAXIMUM REPAYMENT COST OF UP TO \$5,050,000, AND SHALL TOWN TAXES BE INCREASED UP TO \$890,000 ANNUALLY, SUCH DEBT AND TAXES TO BE INCREASED ONLY IN THE EVENT BALLOT ISSUE 2[A] IS APPROVED BY THE VOTERS, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE BASALT RIVER PARK IMPROVEMENT PROJECT, INCLUDING THE DESIGN, DEVELOPMENT, AND CONSTRUCTION, MAINTENANCE AND OPERATION OF

- A NEW BASALT RIVER PARK;
- A CHILDREN'S PLAY AREA
- A BAND SHELL STRUCTURE **WITH AMENITIES**;
- RESTROOM FACILITIES;
- IMPROVEMENTS TO A PORTION OF TWO RIVERS ROAD;

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BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS WHICH BONDS OR OBLIGATIONS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 3.00% PER ANNUM, AND MATURE, BE SUBJECT TO REDEMPTION (WITH OR WITHOUT PREMIUM), AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE TOWN COUNCIL MAY DETERMINE, AND SUCH DEBT PAYABLE FROM ALL LEGALLY AVAILABLE MONIES, INCLUDING REVENUE DERIVED FROM THE TOWN'S PARKS, OPEN SPACE AND TRAILS ("POST") 1% SALES TAX, AMOUNTS ON DEPOSIT IN THE TOWN'S GENERAL FUND OR OTHER AVAILABLE SOURCES, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR TO PAY SUCH PRINCIPAL AND INTEREST WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO GENERATE THE AMOUNT SET FORTH ABOVE; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

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clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

9. This Resolution shall take effect immediately upon its passage

READ AND ADOPTED on a vote of ___ to ___ this 6th day of September, 2016.

TOWN OF BASALT

By _____
Jacque R. Whitsitt, Mayor

ATTEST:

By _____
Pam Pamela K. Schilling, Town Clerk