

REVISED AGENDA – REVISED ITEMS IN RED



101 Midland Avenue, Basalt, CO 81621

Meeting Date: October 25, 2016
Location: Town Council Chambers

TOWN COUNCIL MEETING AGENDA

5:00 pm – Budget Worksession – The Budget worksession for this evening has been postponed. It has tentatively been rescheduled for Wednesday, November 9.

6:15 – Break The meeting will begin at 6:30 pm.

6:30 1. Call to Order (Mayor Whitsitt)

6:31 2. Roll Call (Pam Schilling)

6:32 3. Consent Agenda (Mayor Whitsitt)

3A. Continue to November 15, 2016, Public Hearing First Reading of Ordinance No. 26, Series 2016: An Ordinance of the Town Council of Basalt, Colorado, Reinstating and Amending the 2009 Stott's Mill Development Approvals for the Single-Family Portion of the Stott's Mill Development, Including up to 61 Dwelling Units, A Public Facility/Daycare, and the Dedication and Improvements of Rights-of-Way and Parks on the Single-Family Portion of the Stott's Mill Property and Granting Sketch Site Plan Approval for the Multi-Family Portion of the Development Up to 96 Additional Dwelling Units, Together with Extending and Increasing the Corporate Limits of the Town of Basalt and Providing Initial Town Zoning for the Single-Family Portion of the Stott's Mill Development (James Lindt)

3B. Resolution No. 44, Series of 2016: A Resolution of the Town Council of Basalt, Colorado, Authorizing the Town of Basalt to Enter Into a Service Agreement for Electronic Banking Services with Alpine Bank (Judi Tippetts)

3C. Authorize Mayor to Sign Letter of Support for Art Base's Community Mural Project at the Willits Underpass (Genna Moe or Hannah Condon)

Motion to Consider:

Mayor, I move that the Town Council approve the Consent Agenda as published Item 3A through 3C.

6:35 4. Citizen Comments: for Items Not on the Agenda and Items Added to the Agenda after the Deadline

6:45 5. Council Comments, Reports, Disclosures

Added: Basalt Students of the Month – October

5A Council Comments

5B. Underpass Update – GR Fielding, Resident Engineer

7:00 6. ITEMS FOR COUNCIL CONSIDERATION

6A. Art Base Presentation of Expansion Ideas (Susan Philp)

[Council Action – Direction to the Art Base](#)

6B. Basalt Public Arts Commission – Status of Jury Process to Select Artist for 2017 Public Arts Installation (Susan Philp)

[Motion to Consider:](#)

Mayor I move that the Town Council ratify the BPAC's selection of Demiurge to repurpose art sculptures for placement throughout Town and authorize the Town Manager to enter into a Contract as approved by the Basalt Town Attorney with the selected artist and subject to final budget appropriation.

6C. Development Agreement between the Town of Basalt and Willits Town Center LLC for the Contribution of Funds for the Affordable Housing Constructed Pursuant to Ordinance No. 11, Series of 2014 (Susan Philp)

[Motion to Consider](#)

Mayor I move that the Town Council approve the Development Agreement subject to Final Approval by the Town Attorney

6D. Consideration of Referral Comments to Eagle County Regarding the Fields Subdivision and the Valley Road/Highway 82 Intersection West of City Market (James Lindt)

[Motion to Consider](#)

Mayor I move to direct Staff to Transmit the Referral Comments to Eagle County.

8:15 7. SECOND READING OF ORDINANCES:

7A. Public Hearing and Second Reading of Ordinance No. 27, Series 2016: An Ordinance of the Town Council of the Town of Basalt, Colorado, Repealing and Re-Adopting Section 18-41, Adoption of the IECC by References in Chapter 18, Building Regulations, of the Municipal Code of the Town of Basalt, Colorado, and Adopting by Reference the 2015 Edition of the International Energy Conservation Code (Jim Wilson)

Motion to Consider:

Mayor, I move that the Town Council Approve Ordinance No. 27, Series 2016.

8:22 8. RESOLUTIONS

8A. Resolution No. 45, Series of 2016: Approving a Special Event Request by Toni Kronberg to have a pumpkin patch on the Basalt River Park Property (James Lindt)

Motion to Consider:

Mayor, I move that the Town Council Approve Resolution No. 45, Series of 2016

8:25 9. FIRST READING OF ORDINANCES:

9A. Public Hearing and First Reading of Ordinance No. 29, Series of 2016 An Ordinance of the Town Council of Basalt, Colorado, Approving Special Review for an Accessory Dwelling Unit (ADU) at 132 W. Sopris Drive, Basalt, Colorado (Sheeley Application) (James Lindt)

Motion to Consider:

Mayor, I move that the Town Council Approve Ordinance No. 29, Series 2016 on First Reading and continue and set the Public Hearing and Second Reading for November 15, 2016.

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

- A. Accounts Payable
- B. Advanced Agendas
- C. Correspondence to the Town
- D. Town Clerk Administrative Liquor Actions

11. ADJOURNMENT

Motion to Consider:

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

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,
AUTHORIZING ELECTRONIC BANKING SERVICE WITH ALPINE BANK**

**Town of Basalt, Colorado
Resolution No. 44
Series of 2016**

RECITALS

1. The Town of Basalt wishes to allow the Finance Director or their designee to conduct banking services through electronic transmission; and
2. The Town of Basalt wishes to enter into a Service Agreement for Electronic Banking Services with Alpine Bank, to define the service, responsibilities and liabilities of both parties, and the security and regulatory requirements; and
3. The Town Council of the Town of Basalt believes it is in the best interests of the Town to enter into such a Service Agreement:

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

Section 1. The Town of Basalt be and is hereby authorized and directed to enter into a Service Agreement for an Electronic Banking Service with Alpine Bank, a copy of which is attached hereto and incorporated herein by reference; and the appropriate Town Officers are hereby authorized and directed to sign and bind the Town of Basalt to said agreement.

APPROVED AND ADOPTED by a vote of _____ to _____ this 25th day of October, 2016, by the Town Council of the Town of Basalt, Colorado.

TOWN OF BASALT, COLORADO

BY: _____
Jacque Whitsitt, Mayor

ATTEST:

By: _____
Pamela K Schilling, Town Clerk

**RESOLUTION
FOR ELECTRONIC BANKING SERVICE AGREEMENTS**

I, Judith Tippett, Town of Basalt (Title) of Basalt Co, (herein called "Company"), hereby certify that the Company is: (check one)

Type of Organization:

- Corporation
- Limited Liability Company
- Partnership
- Sole Proprietorship
- Public Funds

Governing Body:

- Board of Directors
- Members and/or Managers
- Partners
- Owner
- Treasurer

formed under the laws of Colorado
(State)

At a meeting of the Governing Body of Company held at its office in the city of Basalt, CO on _____ (insert the date on which the meeting was held) pursuant to due notice, at which a quorum of the Governing Body was present, on motion, duly seconded, the following resolutions were unanimously adopted:

Resolved, that in consideration of the Bank entering into a Service Agreement for an Electronic Banking Service with Company:

(1) The following officer(s) of Company:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

is/are hereby designated as "Company's Authorized Representative(s)" and authorized, for and on behalf of Company: (i) to execute and deliver to the Bank, the Service Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Governing Body; (ii) if utilizing the Online Banking Service in conjunction with Electronic Banking Services, to designate at least one (1) Administrator, in accordance with the Service Agreement; (iii) to designate at least one (1) Authorized Customer Agents as the representatives of Company authorized to transmit and verify transactions specific to the Electronic Banking Service you are enrolling in, in accordance with the Service Agreement; (iv) to modify, substitute, or revoke, in accordance with the Service Agreement, the designation of Authorized Company Agents; (v) to execute and deliver to the Bank, in accordance with the Service Agreement, any waiver or special agreement between Company and the Bank respecting Company Callback procedures or additional Security Procedures, including any such waiver or special agreement respecting the Bank's standard of care or obligating Company to indemnify the Bank; and (vi) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Service Agreement.

(2) The Bank shall be entitled to rely on this Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Company until such resolution or resolutions are superseded by a later resolution. Bank shall be indemnified against and held harmless by Company from any and all claims, demands, losses, damages, costs or expenses (included but not limited to, attorneys' fees incurred in the enforcement hereof) in connection with or arising out of Bank's honoring any signature or other request of any person so certified or refusing to honor any signature or other request not so certified by this Resolution.

(3) Any and all actions taken by any of the officers or representatives of Company, for and on behalf and in the name of Company, with the Bank prior to the adoption of this Resolution, including but not limited to requests for funds transfers and the negotiation of funds transfer agreements, are hereby ratified, confirmed and approved in all respects for all purposes.

(4) This Resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Resolution which shall have the effect of canceling the previous Resolution; or (ii) notice in writing from the Secretary or any Assistant Secretary of Company of the revocation thereof by a resolution duly adopted by the Board.

(5) This Resolution shall, when delivered to the Bank, constitute a part of the Service Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

This is to certify that the above is a true and correct copy of the resolutions unanimously adopted, on the motion duly seconded, at a meeting of the Governing Body of _____ an entity organized under the laws of _____ held at its office in the city of _____ on _____ *(insert the date on which the meeting was held)* pursuant to due notice at which meeting a quorum of the Governing Body was present; and that said resolutions are duly entered upon the Minute Book of Company and are now in full force and effect.

Signed and delivered to the Bank, this ____ day of _____, 20__.

Company

By: _____
(Signature)

**RESOLUTION
FOR ELECTRONIC BANKING SERVICE AGREEMENTS**

I, Judith Tippelt, Town of Basalt (Title) of Basalt CO, (herein called "Company"), hereby certify that the Company is a: (check one)

Type of Organization:

- Corporation
- Limited Liability Company
- Partnership
- Sole Proprietorship
- Public Funds

Governing Body:

- Board of Directors
- Members and/or Managers
- Partners
- Owner
- Treasurer

formed under the laws of Colorado
(State)

At a meeting of the Governing Body of Company held at its office in the city of _____ on _____ (insert the date on which the meeting was held) pursuant to due notice, at which a quorum of the Governing Body was present, on motion, duly seconded, the following resolutions were unanimously adopted:

Resolved, that in consideration of the Bank entering into a Service Agreement for an Electronic Banking Service with Company:

(1) The following officer(s) of Company:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

is/are hereby designated as "Company's Authorized Representative(s)" and authorized, for and on behalf of Company: (i) to execute and deliver to the Bank, the Service Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Governing Body; (ii) if utilizing the Online Banking Service in conjunction with Electronic Banking Services, to designate at least one (1) Administrator, in accordance with the Service Agreement; (iii) to designate at least one (1) Authorized Customer Agents as the representatives of Company authorized to transmit and verify transactions specific to the Electronic Banking Service you are enrolling in, in accordance with the Service Agreement; (iv) to modify, substitute, or revoke, in accordance with the Service Agreement, the designation of Authorized Company Agents; (v) to execute and deliver to the Bank, in accordance with the Service Agreement, any waiver or special agreement between Company and the Bank respecting Company Callback procedures or additional Security Procedures, including any such waiver or special agreement respecting the Bank's standard of care or obligating Company to indemnify the Bank; and (vi) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Service Agreement.

(2) The Bank shall be entitled to rely on this Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Company until such resolution or resolutions are superseded by a later resolution. Bank shall be indemnified against and held harmless by Company from any and all claims, demands, losses, damages, costs or expenses (included but not limited to, attorneys' fees incurred in the enforcement hereof) in connection with or arising out of Bank's honoring any signature or other request of any person so certified or refusing to honor any signature or other request not so certified by this Resolution.

(3) Any and all actions taken by any of the officers or representatives of Company, for and on behalf and in the name of Company, with the Bank prior to the adoption of this Resolution, including but not limited to requests for funds transfers and the negotiation of funds transfer agreements, are hereby ratified, confirmed and approved in all respects for all purposes.

(4) This Resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Resolution which shall have the effect of canceling the previous Resolution; or (ii) notice in writing from the Secretary or any Assistant Secretary of Company of the revocation thereof by a resolution duly adopted by the Board.

(5) This Resolution shall, when delivered to the Bank, constitute a part of the Service Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

This is to certify that the above is a true and correct copy of the resolutions unanimously adopted, on the motion duly seconded, at a meeting of the Governing Body of _____ an entity organized under the laws of _____ held at its office in the city of _____ on _____ (*insert the date on which the meeting was held*) pursuant to due notice at which meeting a quorum of the Governing Body was present; and that said resolutions are duly entered upon the Minute Book of Company and are now in full force and effect.

Signed and delivered to the Bank, this ____ day of _____, 20____.

Company

By: _____
(Signature)



ALPINE BANK

ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL

This ACH Origination/Third Party Sender Service Agreement ("Service Agreement") is made this the 05 day of OCTOBER between: Alpine Bank ("Bank", "we," "our," "ours") and TOWN OF BASALT (collectively, "Company", Customer, "you," "your," "yours").

Company wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Service Agreement and the rules of the National Automated Clearing House Association ("NACHA") and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. This Service Agreement sets forth the terms and conditions pursuant to which Bank will provide to Company the ACH Services outlined herein ("Services"). Except as otherwise provided in this Service Agreement, all of the provisions of this Service Agreement are applicable equally to Company without regard as to whether Company is an Originator or a Third Party Sender as those terms are defined in the Rules. Company hereby requests Bank to provide the Service described in this Service Agreement. By executing this Service Agreement and/or using the Services described in this Service Agreement, Company accepts and agrees to all terms, conditions, and provisions of this Service Agreement and agrees that this Service Agreement sets forth the terms and conditions pursuant to which Bank will provide to Company the Service outlined herein. Company further agrees that this Service Agreement is entered into as a Service Agreement under the Online Banking Master Agreement ("Master Agreement"). All of the terms and provisions of the Master Agreement are hereby incorporated by reference and are made a part of this Service Agreement to the same extent as if those terms and provisions were contained herein. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code ("UCC"), the Master Agreement, and/or the Account Agreement, the provisions of this Service Agreement shall prevail. Terms not otherwise defined in this Service Agreement shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank initiates each Entry.

Company is an Originator a Third Party Sender a Third Party Service Provider

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Company, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. COMPLIANCE WITH RULES AND LAWS. A copy of the Rules will be provided to Company upon set up of Services. Company acknowledges it will receive a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Company agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Service Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Company and the Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Company provided in the following paragraphs of this Service Agreement in no way limit the foregoing undertaking. The duties of the Company set forth in the following paragraphs of this Service Agreement in no way limit the requirement of complying with the Rules. Bank may terminate or suspend this Service Agreement upon written notice and identification of a material breach by Company of the Rules. Furthermore, Bank shall have the right to initiate an audit of Company procedures for compliance with this Service Agreement and the Rules, upon written notification to Company.

2. CREDIT APPROVAL. In utilizing the Automated Clearing House Network in performance of this Service Agreement, Bank must make certain warranties on behalf of Company. Specifically, Bank is charged with assuring the financial soundness of Company to make the intended Entries. Bank must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. Bank may also assign Company a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day ("ACH Limit"). Company acknowledges that the ACH Limit is solely for the protection of Bank and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank. Requests not honored would be communicated to the Company or the Company's designated representative.

3. SECURITY INTEREST. To secure the payment and performance of Company's obligations set forth herein, Company grants to Bank a security interest in and pledges and assigns to Bank all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to Bank under this Service Agreement or any other obligation of Company to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

4. DESIGNATION OF ADMINISTRATOR. In accordance with the Master Agreement, in order to initiate ACH Entries, Company must designate at least one Administrator. Administrator(s) shall be responsible for designating "Users" who Company authorizes to issue Entries on its behalf. For the purposes of this Service Agreement, the term User shall also include the Administrator. The Bank shall be entitled to rely on the designations made by the Company's Administrator(s) and shall not be responsible for matching the names of the company Users designated by the Administrator(s) to names or titles listed in Company's banking resolutions. Company agrees that any such online Entries shall comply with Bank's Security Procedures, which are subject to change without notice to Company. In addition to or as an alternative to designating an Administrator, Company may designate "Authorized Company Agents" on Schedule B attached hereto and made a part of this Service Agreement. Upon receipt of Schedule B, Bank shall enable the Authorized Company Agents to gain access to the Online Banking Service and to perform other User functions. The term "Users" shall also include the Authorized Company Agents. Although Bank is only required to act upon the instructions of the Users(s), the Bank may, in its sole discretion, execute debit or credit Entries initiated by any individuals authorized by Company to sign checks on Company accounts. The signature cards establishing the authorized signatories for Company deposit accounts are hereby incorporated by reference and made a part hereof.

5. TRANSMISSION OF ENTRIES BY COMPANY. User(s) shall initiate the debit or credit Entries designated in Schedule D hereunder on behalf of and selected by Company. Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 7 of this Service Agreement and required to initiate Entries under this Service Agreement, to be a User. User(s) shall transmit Entries to Bank in computer readable form using the Bank's Online Banking Service and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be transmitted to Bank no later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule attached hereto and made a part hereof as Schedule A. For the purposes of this Service Agreement, "Business Day" means Monday through Friday, excluding federal holidays. The federal holiday schedule is attached hereto as Schedule A. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Company to Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in Company's account or the ACH Limit set forth in Schedule D to this Service Agreement. Company may not reinitiate entries except as prescribed by the Rules.

6. THIRD PARTY SERVICE PROVIDERS. This Section 6 is not applicable to Company if Company is a Third Party Sender. Company may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("Service Provider"). Company agrees not to use a Service Provider to transmit files to Bank without first entering into Bank's Third Party Service Provider Agreement. If Company uses Service Provider to transmit Files to Bank and Company and Service Provider have not entered into a Third Party Service Provider Agreement, Company (a) agrees that Service Provider is acting as Company's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Service Agreement. Bank will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider ("Service Provider Agreement"). All of Company's obligations and responsibilities under this Service Agreement will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Bank's request, Company will provide to Bank a true and exact copy of such agreement. Company shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Company hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider Agreement. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

7. SECURITY PROCEDURES. In addition to, and without limiting the generality of, the Security Procedure provisions of the Master Agreement, the Company shall comply with the "Security Procedures" described in Schedule C attached hereto and made a part hereof, and Company acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries.

8. CREDIT AND DEBIT ENTRIES; RECORDS RETENTION. Company, or if Company is a Third Party Sender shall ensure that the Originator, shall obtain an authorization ("Authorization Agreement") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Company and Company, or if Company is a Third Party Sender Company shall ensure that the Originator, shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules. A sample Authorization Agreement is attached hereto as Schedule E.

9. RECORDING AND USE OF COMMUNICATIONS. Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Service Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

10. PROCESSING, TRANSMITTAL, AND SETTLEMENT BY BANK. Except as otherwise provided for in this Service Agreement and if Bank elects to accept Entries, Bank shall:

- (a) (i) use commercially reasonable efforts to comply with the instructions of Company, (ii) process Entries received from Company to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the "ACH" processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("On-Us Entry"), Bank shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section 5.
- (b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Company from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Bank to Company; and (iii) the ACH processor is open for business on such Business Day. Company agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Company. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

11. PAYMENT FOR CREDIT ENTRIES AND RETURNED DEBIT ENTRIES. Company agrees to pay for all credit Entries issued by Company, User(s), or credit Entries otherwise made effective against Company. Company shall make payment to Bank on the date as determined by Bank in its sole discretion ("Payment Date"). Company shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by Bank. Payment shall be made by Company to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("Authorized Account(s)") designated in Schedule D, as payment for all payments due to Bank under this Service Agreement. Company shall maintain sufficient collected funds in the Authorized Account(s) to pay for all payments due to Bank under this Service Agreement on the Payment Date. In the event the Authorized Account or any other Company Bank account does not have collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may take any of the following actions:

- (a) Refuse to process all Entries, in which event Bank shall return the data relating to such credit Entries to Company, whereupon Bank shall have no liability to Company or to any third party as a result thereof; or
- (b) Process that portion of the credit Entries as Company has sufficient collected funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Company, whereupon Bank shall have no liability to Company or any third party as a result thereof; or
- (c) Process all credit Entries. In the event Bank elects to process credit Entries initiated by Company and Company has not maintained sufficient collected funds in the Authorized Account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Company shall be immediately due and payable by Company to Bank without any further demand from Bank. If Bank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.
- (d) Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if the designated Authorized Account does not have sufficient balances to settle.

Bank reserves the right to require Company to pre-fund an Account maintained at Bank prior to the Payment Date. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company

with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company (a) not later than 8:00 a.m. Mountain Time two banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

12. ON-US ENTRIES. Except as provided in Section 13, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 10(b) (i), (ii), and (iii) are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

13. REJECTION OF ENTRIES. Company agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Company. Bank has no obligation to notify Company of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability to Company for rejection of an Entry and shall not be liable to pay interest to Company even if the amount of Company's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Company or Bank has otherwise received full payment from Company.

14. CANCELLATION OR AMENDMENT BY COMPANY. Company shall have no right to cancel or amend any entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Company. If Bank accepts a cancellation or amendment of an Entry, Company must comply with the Security Procedures provided in Section 7 of this Service Agreement. If such a request is received by Bank before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), Bank will use reasonable efforts to cancel or amend the Entry as requested, but the Bank shall have no liability if the cancellation or amendment is not effected. If Bank accepts a cancellation or amendment of an Entry, Company hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

15. REVERSALS OF ENTRIES.

- (a) General Procedure. Upon proper and timely request by the Company, Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Banking Days of the Settlement Date for the Entry or File to be reversed; and (ii) comply with all of the Rules. In addition, if the Company requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Company Account an amount equal to that Entry or File. The Company shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.
- (b) No Liability; Reimbursement to the Bank. Under no circumstances shall Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. The Company shall reimburse Bank for any expenses, losses or damages it incurs in effecting or attempting to effect the Company's request for reversal of an Entry.

16. OBLIGATIONS OF THIRD-PARTY SENDER AS A THIRD-PARTY SENDER UNDER THE RULES. This Section 16 is applicable only if Company is a Third Party Sender. Except for any Entry initiated by Third-Party Sender as an Originator, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Service Agreement, for each and every Entry transmitted by Third-Party Sender to Bank, Third-Party Sender represents and warrants to Bank and agrees that Third-Party Sender shall: (i) perform all of the duties, including, but not limited to, the duty to identify Originators; (ii) assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators; (iii) make all of the warranties, including, but not limited to, the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the Rules; (iv) make all of the representations; (v) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator; or a Third-Party Sender in accordance with the Rules; and (vi) conduct, or have conducted, an audit of its compliance with the Rules in accordance with Appendix Eight of the Rules.

Third Party Sender agrees and acknowledges that as of the execution of this Agreement, Bank does not maintain a separate contractual relationship with any of the Originators for which Third Party Sender intends to transmit Entries. Subject to Bank's right of approval, Third Party Sender may from time to time agree to process Entries for new Originators. The terms and conditions governing the relationship between the Third Party Sender and the Originator shall be governed by a separate agreement between Third Party Sender and the Originator. The agreement between the Third Party Sender and the Originator shall contain a provision wherein the Third Party Sender establishes an exposure limit for the Originator related to the dollar amount of entries that may be originated by the Originator across Multiple Settlement Dates. Bank reserves the right to terminate its agreement to process any Entries created for the benefit of any Originator unless and until such Originator enters into a separate contractual relationship with

Bank on terms satisfactory to Bank. In the event Bank enters into a separate contractual relationship with any Originator for which Sender had been transmitting Entries, Third Party Sender will at such time be deemed a Third Party Service Provider for the purposes of this Agreement and the Rules.

17. COMPANY AS RECEIVER. If Company is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Company by Bank, Company acknowledges and agrees that Company is obligated to Bank for the amount of the payment order and Bank is authorized to charge Company's account(s) for any amount paid to Company. If Bank credits Company's account for an Entry or other funds transfer naming Company as the Receiver, such credit Entry to Company's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the banking day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to the Company at an earlier time at Bank's option. Bank has no obligation to notify Company of receipt of a funds transfer naming Company as the Receiver even if payment for the funds transfer to Company is made by credit to Company's account or the payment order directs payment to an account. Demand by Company for payment of a payment order for which Bank is obligated to pay Company must be made in writing and delivered to Bank at the location designated in this Service Agreement. Issuance of a check by Company on the account to which payment was made shall not constitute notice under this section.

18. ERROR DETECTION. Bank has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any "On-Us" credit Entry within the time limits provided by the Rules. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as result of the error or issuance of duplicate Entries.

19. PRENOTIFICATION. Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to Bank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

20. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE. Bank shall notify Company by e-mail, facsimile transmission, U.S. mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Company in accordance with the requirements of Section 5, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Service Agreement with respect to the original Entry. Company shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Bank.

Bank shall provide Company all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry, Refused Notification of Change, or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Company. Bank must provide such information to Company within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

21. ACCOUNT RECONCILIATION. Company agrees to review the transactions (both debits and credits) daily on Bank's Online Banking Service and Company agrees to notify the Bank promptly of any discrepancy between the Company's records and the information shown on the Online Banking Service. If the Company fails to notify the Bank on the Business Day on which the transaction occurs; the Company agrees that the Bank shall not be liable for any other losses resulting from the Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If the Company fails to notify Bank within thirty (30) calendar days of receipt of such periodic statement, the Company shall be precluded from asserting any discrepancy against Bank.

22. PROVISIONAL SETTLEMENT. Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Company acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a

refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

23. COMPANY REPRESENTATIONS AND WARRANTIES; INDEMNITY. With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those types of credit and debit Entries set forth in Schedule D, (d) Company shall perform its obligations under this Service Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, (e) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and (f) Company shall ensure that any and all non-public personal information provided by Company to Bank shall be secure and will not be disclosed to any unauthorized person. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. The Company shall defend, indemnify, and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Company contained in this Service Agreement; or (bb) any act or omission of the Company or any other person acting on the Company's behalf.

24. ADDITIONAL COMPANY WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Company hereby warrants to Bank that for each such ACH Entry submitted for processing, Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Service Agreement. Company also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Company. Company hereby indemnifies and holds Bank harmless from any liability arising out of Company's breach of these warranties.

25. FINANCIAL INFORMATION AND AUDIT. Bank may from time to time request information from Company in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Service Agreement. Company agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Company authorizes Bank to investigate or reinvestigate at any time any information provided by Company in connection with this Service Agreement or the Service. Upon request by Bank, Company hereby authorizes Bank to enter Company's business premises for the purpose of ensuring that Company is in compliance with this Service Agreement and Company specifically authorizes Bank to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Company's location(s) and Company shall comply with any such mandate. In addition, Company hereby agrees to allow Bank to review available reports of independent audits performed at the Company location related to information technology, the Service and any associated operational processes. Company agrees that if requested by Bank, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Company. If Company refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Company is unacceptable, if Company violates this Service Agreement or the Rules, or if Company refuses to give Bank access to Company's premises, Bank may terminate the Service and this Service Agreement according to the provisions hereof.

26. LIMITATION OF LIABILITY.

(a) IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS OF THE MASTER AGREEMENT, IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS SERVICE AGREEMENT, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY COMPANY PURSUANT TO THIS SERVICE AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS SERVICE AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR COMPANY'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY

RECEIVED FROM COMPANY) OR THOSE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF ANY ENTRY BY SUCH RECEIVER OR RDFI), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT. COMPANY AGREES TO INDEMNIFY BANK AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT BANK IS RESPONSIBLE FOR ANY ACT OR OMISSION OF COMPANY OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 26(a).

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, AND IN ADDITION TO THE "FORCE MAJEURE" PROVISIONS OF THE MASTER AGREEMENT, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY.

(c) SUBJECT TO THE FOREGOING LIMITATIONS, BANK'S LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. AT BANK'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

27. INCONSISTENCY OF NAME AND ACCOUNT NUMBER. The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances. Company is liable for and must settle with Bank for any Entry initiated by Company that identifies the Receiver by account or identifying number or by name and account or identifying number.

28. PAYMENT FOR SERVICES. The Company shall pay Bank the charges for the services provided in connection with this Service Agreement, as set forth below in Bank's Fee Schedule. All fees and services are subject to change upon thirty (30) days prior written notice from Bank. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Account Agreement between Bank and the Company with respect to the Account.

28.1 FEE SCHEDULE FOR ACH ORIGINATION.

Online ACH Batch Initiation (per batch)	\$10.00
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Bank Use Only:

29. AMENDMENTS. Except as provided in Section 28, Bank may amend this Service Agreement from time to time upon written notice to the Company. In the event that performance of services under this Service Agreement would result in a violation of any present or future statute, regulation or governmental policy to which Bank is subject, then this Service Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, Bank may terminate this Service Agreement if it deems such action necessary or appropriate under the circumstances. Bank shall have no liability to the Company as a result of any such violation, amendment or termination. Any practices or course of dealings between Bank and the Company, or any procedures or operational alterations used by them, shall not constitute a modification of this Service Agreement or the Rules, nor shall they be construed as an amendment to this Service Agreement or the Rules.

30. DATA RETENTION. The Company shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.

31. RECORDS. All Entries, Security Procedures and related records used by Bank for transactions contemplated by this Service Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon the Company's request. Any expenses incurred by Bank in making such information available to the Company shall be paid by the Company.

32. COOPERATION IN LOSS RECOVERY EFFORTS. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Service Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

33. TERMINATION. In addition to, and without limiting the generality of, the Termination provisions of the Master Agreement, Bank may terminate this Service Agreement immediately upon its determination that Company is in violation of this Service Agreement, the ACH Rules or applicable laws or if Company initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Service Agreement shall not affect any of Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Service Agreement. Company's obligation with respect to any Entry shall survive termination of this Service Agreement until any applicable statute of limitation has elapsed.

34. ENTIRE AGREEMENT. This Service Agreement (including the Schedules attached) together with the Account Agreement and the Master Agreement, is the complete and exclusive statement of the agreement between Bank and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank with respect to such subject matter. In the event of any inconsistency between the terms of this Service Agreement and the Account Agreement, the terms of this Service Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Service Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Service Agreement, then this Service Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to the Company as a result of such violation or amendment. No course of dealing between Bank and the Company will constitute a modification of this Service Agreement, the Rules, or the security procedures, or constitute an agreement between Bank and the Company regardless of whatever practices and procedures Bank and the Company may use.

35. PERSONAL GUARANTEE. In consideration of and as inducement to Bank to act as an Originating Depository Financial Institution and to accept the terms of the Service Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, each undersigned Guarantor (jointly and severally if more than one) does hereby unconditionally guarantee to Bank, its successors and assigns, including each and every holder or owner of the Agreement (each reference to Bank shall be construed to refer to each such holder or owner), the performance of all obligations of Company to Bank under the Agreement and the prompt payment when due of all sums due under the Agreement, and all renewals, modifications, and extensions thereof, all of which shall herein be referenced as the "Indebtedness." This guaranty shall continue in effect until such time that the Indebtedness has been fully paid, at which time it shall terminate.

This is a guarantee of payment, and not of collection. The Guarantor therefore agrees that Bank shall have the right to seek immediate recourse against Guarantor without having to first seek recourse against the Company. In such regard, Bank shall not be required to do any of the following, all of which are hereby unconditionally waived by Guarantor:

- a) take any steps whatsoever to collect from the Company or to file any claim of any kind against the Company;
- b) take any steps whatsoever to accept, perfect the Bank's interest in, foreclose or realize on collateral security, if any, for the payment of the Indebtedness, or any part guarantee of the Indebtedness; or
- c) in any other respect exercise any diligence whatever in collecting or attempting to collect any of the Indebtedness by any means.

The liability of Guarantor for payment of the Indebtedness shall be absolute and unconditional, and joint and several, and nothing whatever except actual full payment to the Bank of all of the Indebtedness to the extent guaranteed hereunder shall operate to discharge Guarantor's liability hereunder. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guaranty or suretyship law, would otherwise operate to impair or diminish the liability of Guarantor. Without limiting the generality of the foregoing, Guarantor agrees that none of the following shall diminish or impair the liability of Guarantor in any respect (all of which may be done without notice to Guarantor of any kind):

- a) any renewal, extension, modification, indulgence, compromise, settlement, or variation of the terms of any of the Indebtedness;
- b) the voluntary or involuntary discharge or release of any of the Indebtedness, or of any other person liable therefore, by reason of bankruptcy or insolvency laws or otherwise;
- c) the acceptance or release, with or without substitution, by the Bank of any collateral security or other guaranty or any settlement, compromise, or extension with respect to any collateral security or other guaranty;
- d) the application or allocation by the Bank of payments, collections, or credits on any portion of the Indebtedness, regardless of what portion of the Indebtedness remains unpaid; or
- e) the making of a demand, or absence of demand, for payment of the Indebtedness or giving, or failing to give, any notice of dishonor or protest or any other notice.

Guarantor unconditionally waives:

- (a) any subrogation to the rights of the Bank against The Company, until all of the Indebtedness has been satisfied in full;
- (b) any acceptance of this guaranty; and
- (c) any set-offs or counterclaims against the Bank which would otherwise impair the Bank's rights against the Guarantor hereunder.

This guaranty shall inure to the benefit of the Bank, his successors and assigns, including each and every holder or owner of any of the Indebtedness guaranteed hereby and this guaranty shall be deemed a separate contract with each such holder and owner. Guarantor consents to personal jurisdiction in any court in which enforcement of this guaranty may be sought. No invalidity, irregularity, or unenforceability of all or any part of the Indebtedness hereby guaranteed or of any security therefore shall affect, impair or be a defense to this guaranty, and this guaranty is a primary obligation of Guarantor. No amendment, modification, or waiver shall be deemed to be made by the Bank unless in writing signed by the Bank. No waiver by the Bank shall be construed or deemed to be a waiver of any other provision or condition of this guaranty or a waiver of a subsequent breach of the same provision or condition. This guaranty, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the state of Colorado. Guarantor waives trial by jury.

GUARANTOR:

By: Judith Tippett
(Signature)

Name: Judith Tippett

Date: 10/11/16

By: _____
(Signature)

Name:

Date:

By: _____
(Signature)

Name:

Date:

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ALPINE BANK

COMPANY

By: _____
(Signature)

By: _____
(Signature)

Name:

Name:

Title:

Title:

Date:

Date:

**PROCESSING SCHEDULE
SCHEDULE A
TO ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL**

Delivery of ACH Files:

- Internet transmissions
The Company will electronically transmit files to the Bank through its Online Banking service, Alpine Online Cash Management.
- Format and content of entries
All files must be submitted in NACHA format or other preapproved format specified on Schedule D (Company Information Sheet). The Company should refer to the NACHA Rulebook for specific NACHA formatting details.
- Timing of delivery
Processing Deadline for:

Credit Entries

Transmission of a File – until 3:00 p.m. Mountain Time (Standard or Daylight) two (2) business days prior to Effective Date*

Debit Entries

Transmission of a File – until 3:00 p.m. Mountain Time (Standard or Daylight) one (1) business day prior to Effective Date*

*"Effective Date" must be a Business Day or the file will be effective the following business day.

Holiday Calendar

The Bank will be closed on the following standard holidays observed by the Federal Reserve Bank. The Bank will not process files on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated on these days.

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

**DESIGNATION OF AUTHORIZED COMPANY AGENT (AGENT PROFILE)
SCHEDULE B
TO ACH ORIGATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL**

By signing below, you acknowledge and agree that the persons designated by you on current agreements and documentation with authority to transmit and/or verify ACH Origination Instructions (Authorized Customer Agents) shall continue to have such authority to transmit and/or verify ACH Origination instructions and you hereby confirm the authority of such persons to transmit and/or verify ACH Origination instructions in accordance with the terms of the ACH Origination/Third Party Sender Service Agreement. Your current Service configuration is made a part of this Service Agreement to the same extent as if those terms and provisions were contained herein.

COMPANY

By: Judith Tippett
(Signature)

Name: Judith Tippett

Title: Assistant Term Mgr /
Finance Dir.

Date: 10/11/16

**SECURITY PROCEDURES
SCHEDULE C
TO ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL**

Company has executed the ACH Origination Agreement and also agrees to the terms of Online Banking Master Agreement. Terms not otherwise defined in this document have the meaning ascribed to those terms in the ACH Origination Agreement. Alpine Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Customer's Authorized Agent, and any such communication shall be deemed to have been signed by such person. In addition to the Security Procedures for authentication to gain access to the Online Banking Service, Company understands and agrees that the authenticity of any ACH File or Entry transmitted via the Online Banking Service will be verified pursuant to the following security procedures:

No. Description

- 1. Secure Tokens.** Security Tokens are required for each Authorized Customer Agent. The Secure Token will be required to be in the possession of each Agent upon their login. The Agent will be prompted to provide the one-time use code displayed on the token to authenticate the Agents identity. Alpine Bank will provide the initial Secure Token. Customer will be responsible for any replacement, fees may apply.
- 2. Dual Control.** Dual Control requires that at least two authorized Agents be involved in the initiation and release of any ACH batch origination. Dual Control is required for Company ACH origination limits equal to or greater than \$75,000. Dual Control requires that two Agents login to initiate an ACH batch – one Agent to create the ACH batch and the other to initiate it. This Security Procedure No. 2. requires two Agents have access to the Service, preferably using two different computers. Dual Control is strongly recommended and available for Companies with limits less than \$75,000 and use of this Security Procedure can be established on Schedule B.
- 3. Dedicated Computer.** Company hereby agrees to initiate and approve all ACH batches using a computer in the Company's office designated exclusively to access the Online Banking Service. The computer shall not be used for general Internet purposes (e.g., e-mail, visits to other web sites, including social networking sites). Computers accessing the Online Banking Service should not have "computer administrative" privileges (i.e., a user with "unlimited" privileges).
- 4. Payment Activity Review.** Company is responsible for reviewing the Online Banking Service each Banking Day and notifying Bank of any suspect ACH transactions. If Company believes any approved ACH batch received by Bank to be erroneous, Company must notify Bank immediately. If Bank is timely notified, Bank will make every effort to delete the suspect batch.
- 5. Time Restrictions.** Time Restrictions are recommended for each Authorized Company Agent. The Time Restriction function will restrict Agent logins by the time of day (Company can select the time of day you want Authorized Agents to be able to access the Service). Access will only be allowed during the times specified for each Authorized Agent. If access is attempted during the specified times, access will be granted – if not, access is denied. Time Restrictions can be established by an Administrator or on the Alpine Online Business Enrollment Form.
- 6. IP Address Restrictions.** IP Address Restrictions are recommended for each Authorized Company Agent. The option to restrict Agent logins by IP address is available by request (you can select multiple IP addresses for each user – ex. Home, work). The Service will validate the IP address during login. If the IP address is one that is established for the Agent, access will be granted – if not, access is denied. You must have a Static or partial Static IP Address to utilize this tool (your Internet Service Provider may apply a fee for a Static IP Address). IP Address Restrictions will be established on the IP Address Restriction Form.
- 7. Malware Protection Software.** It is recommended that Company download IBM® Trusteer Rapport as an additional safeguard against financial malware and phishing.
- 8. ACH Alert.** Company must enroll in the alert service offered by Bank to receive alerts ("Alert") from Bank. Upon receipt and processing of an ACH batch from Company, Bank will send an Alert to Company advising Company of the transaction. Company should verify the transaction information immediately upon receipt of the Alert and notify Bank of any discrepancies or if Company did not initiate the ACH batch.
- 9. Additional Verification.** At Bank's sole discretion, Bank may require Company to provide Bank with other information required by Bank to authenticate the identity of the Company or the authenticity of any ACH batch.

REJECTED

Company may reject the "commercially reasonable Security Procedures" offered by Bank and elect to use Company's own Security Procedures by indicating its rejection in the box. If Company rejects Bank's Security Procedure, Company hereby acknowledges that Bank first offered to Company a "commercially reasonable Security Procedure". Bank may, at its option, refuse to accept Company's Security Procedures, in which case, Bank shall refuse to accept ACH batches initiated by Company.

COMPANY SELECTED SECURITY PROCEDURE

This election, if the Rejection box is checked by Company, constitutes a part of the terms and conditions of the ACH Origination Service Agreement in effect between Company and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the ACH Origination Service Agreement. Company acknowledges that Bank has offered to Company Security Procedures to verify the authenticity of ACH batches, which Procedures Company agrees are reasonable in the context of Company's operation, requirements and internal procedures. Company acknowledges that Bank has offered this Service and Company has elected to send ACH batches to Bank using Company's selected Security Procedure. Company acknowledges and understands that selecting Security Procedures other than Security Procedures 1 through 9 listed above may substantially increase the risk of loss to Company. COMPANY HEREBY REJECTS AND REFUSES THE SECURITY PROCEDURES OFFERED BY BANK FOR ACH BATCHES TRANSMITTED THROUGH ALPINE ONLINE CASH MANAGEMENT. By rejecting any of the Security Procedures listed above, Company is refusing Bank's Security Procedure and requests bank to follow Company's selected Security Procedure. Company may not reject the Security Procedures required to gain access to the Online Banking Service, Security Procedures **No. 1. Secured Token, No. 9. Additional Verification.** COMPANY HEREBY AGREES TO BE BOUND BY ANY ACH BATCH, WHETHER OR NOT AUTHORIZED, ISSUED IN COMPANY'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH COMPANY'S SELECTED SECURITY PROCEDURES.

By checking the box(s) below, Company rejects the indicated Security Procedure:

<u>SECURITY PROCEDURE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<input type="checkbox"/> REJECTED	2.	Dual Control
<input type="checkbox"/> REJECTED	3.	Dedicated Computer
<input type="checkbox"/> REJECTED	4.	Payment Activity Review
<input type="checkbox"/> REJECTED	5.	Time Restrictions
<input type="checkbox"/> REJECTED	6.	I.P. Address Restrictions
<input type="checkbox"/> REJECTED	7.	Malware Protection Software
<input type="checkbox"/> REJECTED	8.	ACH Alert

COMPANY

By: Judi H. Tippett
(Signature)

Name: Judi H. Tippett

Title: Assistant Town Manager / Finance Director

Date: 10/11/16

ALPINE BANK
WIRE TRANSFER SERVICE AGREEMENT - RENEWAL

TOWN OF BASALT

By signing the Wire Transfer Service Agreement ("Service Agreement") ("Customer," "you," "your," or "its") hereby requests Alpine Bank ("Bank," "our," "us," or "we") to provide the Service described in this Service Agreement. Customer agrees that this Service Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the Service outlined herein. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code (the "UCC"), and/or the Account Agreement, the provisions of this Service Agreement shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

- 1. Authorization to Accept Payment Orders.** Bank is authorized to accept and/or execute "Payment Orders," as that term is defined in Article 4A of the Uniform Commercial Code issued by Customer, Administrators(s), User(s) Authorized Customer Representatives or Authorized Customer Agents, as those terms are defined herein.
- 1.1. Written or Oral Payment Orders.** Customer hereby expressly agrees to be bound by any Payment Order, whether or not authorized, issued in its name and accepted by Bank in compliance with the Security Procedure, defined below. If Customer is a business entity and not a consumer, by one or more written resolutions acceptable to the Bank and certified by Customer, Customer shall designate those individuals (herein referred to as "Customer's Authorized Representative(s)") who shall be authorized to designate, on Schedule B attached hereto or other form acceptable to Bank, one or more "Authorized Customer Agents" as the sole representatives of Customer authorized to transmit and verify funds transfer instructions hereunder on behalf of Customer, and shall indicate on such Schedule the functions that each Authorized Customer Agent is authorized to conduct on behalf of Customer. Designation of Authorized Customer Agents may be altered or revoked from time to time upon written notice to the Bank from any of Customer's Authorized Representative, provided that the Bank may in its sole discretion act upon verbal notice of revocation which the Bank reasonably believes to be from any Customer's Authorized Representative(s), which revocation shall later be confirmed in writing by a Customer's Authorized Representative. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate funds transfer instructions under this Service Agreement to be an Authorized Customer Agent. Customer will establish dollar limits for Payment Orders for Authorized Customer Agents. Such limits shall be designated in Schedule B for each Authorized Customer Agent and are not to exceed the limits designated for the Customer in Schedule B.
- 2. Execution and Acceptance of Payment Orders.** Bank is hereby authorized to honor, execute and accept each and every Payment Order received by it in the name of the Customer as sender or issued by an Authorized Customer Agent. If Bank elects to accept Payment Orders issued by Customer, Bank shall use reasonable efforts to comply with the Payment Order in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Payment Order if Bank is not also the beneficiary's bank. Customer shall issue the Payment Order to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate Payment Orders under this Service Agreement to be an Authorized Customer Agent. Bank may, in all cases, rely on and accept Payment Orders issued on behalf of Customer by any individual(s) authorized by Customer to sign checks on any of Customer's depository accounts with Bank.
- 3. Security Procedures.**
 - 3.1.** Customer shall comply with the "Security Procedures" described in Schedule C attached hereto and made a part hereof, and Customer acknowledges and agrees that the Security Procedures, including (without limitation) any code, personal identification number, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Payment Orders. Customer authorizes Bank to follow any and all instructions given using applicable Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures have been compromised, or otherwise become known to persons other than Customer or Authorized Customer Agents, and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's deposit account maintained with Bank, and Customer agrees and intends that the submission of Payment Orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all Payment Orders initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Customer or Authorized Customer Agents to the fullest extent allowed by law. Customer further

acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Payment Orders initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error.

- 3.2.** Customer agrees to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to Authorized Customer Agents. Customer agrees to instruct each Authorized Customer Agents not to disclose or provide any Security Procedures to any unauthorized person. Customer shall have responsibility to ensure the proper implementation and use of the Security Procedures by Authorized Customer Agents. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures has been stolen, compromised, or otherwise become known to persons other than Authorized Customer Agents, or if Customer believes that any Payment Order or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions.
- 3.3.** Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Customer's Authorized Representative(s), or Authorized Customer Agent, shall change or be revoked.
- 3.4.** Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures at any time and from time to time in Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

4. Physical Security.

- 4.1.** Customer is solely responsible for providing for and maintaining the physical, procedural, and administrative, security of data in Customer's possession or under Customer's control.
 - 4.2.** Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate agents and employees as to the risks of fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.
 - 4.3.** In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.
- 5. Settlement.** The Bank is not obligated by this Service Agreement to honor, execute, or accept any Payment Order. If Bank elects to accept Payment Orders issued by Customer, Customer agrees to settle for all Payment Orders issued by Customer, Authorized Customer Agent(s) or Payment Orders otherwise made effective against Customer. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Customer ("Authorized Account") as settlement for Payment Orders issued by Customer. Customer shall designate the Authorized Account in Schedule B attached hereto and made a part hereof. Customer shall maintain sufficient collected funds in the Authorized Account to settle for the Payment Order at the time that the Payment Order is issued. Bank may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Customer shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Customer as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if Bank accepts the

Payment Order and the designated Authorized Account does not have sufficient balances to settle for the Payment Order. Bank may process Payment Orders in any order convenient to Bank and Bank may charge items, including settlement for Payment Orders, in any order or sequence selected by Bank.

6. Method of Issuance of Payment Orders.

6.1. Issuance of Payment Orders. Customer may issue Payment Orders orally, by e-mail, by fax, or in writing and, if Customer is a business entity, Payment Orders may be issued electronically via the Online Banking Service. Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Bank will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time may be obtained by contacting Bank. Customer acknowledges that the Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. Customer further acknowledges that Bank is not responsible for detecting any Customer error contained in any Payment Order sent by the Customer to the Bank. Bank may, at its option, record electronically all telephonic instructions received by Bank from Customer without further notification and may retain such recordings for any period of time selected by Bank. Customer consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

6.2. Use of Online Banking Service for Issuance of Payment Orders. To the extent Customer is a business entity and requests to issue Payment Orders online through Customer's Wire Transfer Module within the Online Banking Service, Customer acknowledges and agrees that it must have first entered into and agreed to the terms and conditions of the Online Banking Master Agreement ("Master Agreement"), which is incorporated herein by reference and made a part hereof. In the event of an inconsistency between a provision of this Service Agreement and the Master Agreement the provisions of this Service Agreement shall prevail. Customer further acknowledges and agrees that in addition to the Security Procedure provisions of this Service Agreement, Customer must also comply with the requirement in the Master Agreement that Customer assign an Administrator (as that term is defined in the Master Agreement) that has the authority to add and delete Users (as that term is defined in the Master Agreement), including adding additional Users with the Administrator authority level, and to entitle Users to transmit Payment Orders within the Wire Transfer Module. For purposes of this Service Agreement, the Administrator shall be deemed Customer's Authorized Representative and Users entitled to transmit Payment Orders within the Wire Transfer Module shall be deemed Authorized Customer Agents. It is agreed that it is the responsibility of Customer and NOT Bank to add and delete Users, assign Users, and permit or limit Users from being able to access the Wire Transfer Module and/or allow issuance of Payment Orders via the Online Banking Service.

Further, Customer agrees to waive any claim against, and fully defend, indemnify and hold harmless, Bank, its related entities, its respective shareholders, directors, officers, employees, attorneys, successors, assigns and any other persons or entities acting on behalf of any of them, from any and all claims, actions, causes of action, demands, rights, damages, costs, attorney's fees, loss of service, expenses and compensation whatsoever, which Bank may incur or accrue on account of or in any way arising out of or the consequences resulting from the number or identity of authorized users to issue Payment Orders within the Wire Transfer Module of Online Banking Service being inconsistent with the number of required signatures or the identity of the required signatories for withdrawal indicated and authorized on any other deposit or account agreements executed with Bank.

7. Errors in Payment Orders. Customer agrees that Bank shall have no obligation to discover errors in Payment Orders and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Payment Order. Bank shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Customer. In the event that Customer makes an error or issues a duplicate Payment Order, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer.

8. Use of Account Numbers. The Customer is notified, and hereby acknowledges, that in executing or otherwise acting on a Payment Order the Bank shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Customer is liable for and must settle with Bank for any funds transfer initiated by Customer that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and the Customer shall be responsible for any inconsistencies. The Customer shall indemnify and hold the

Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

9. Amendments and Cancellations.

- 9.1.** A Payment Order may be canceled by the Customer, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Payment Order.
- 9.2.** The Bank is not obligated to amend or cancel a Payment Order after acceptance, but if in Bank's sole discretion, it agrees with Customer to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order and any amendment of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order in its un-amended form.
- 9.3.** Customer acknowledges and agrees that after a Payment Order has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.
- 9.4.** Notwithstanding any provision to the contrary, if Customer is a consumer and initiates a Payment Order to a beneficiary located outside of the United States, Customer shall have the right to cancellation in accordance with the provisions in Section 16.

10. Rejection of Payment Order. Customer agrees that Bank has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Customer. Bank has no obligation to notify Customer of the rejection of the Payment Order issued by Customer but Bank may so notify at its option. Bank shall have no liability to Customer for rejection of a Payment Order and shall not be liable to pay interest to Customer even if the amount of Customer's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer.

11. Use of Correspondents, Agents, and Systems.

- 11.1.** The Customer agrees that in executing any Payment Order the Bank may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Customer and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Customer.
- 11.2.** Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Bank is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any bank by use of the funds transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Customer with respect to any Payment Order, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Customer acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and rules described in this Section 11.2.

12. Compliance with Laws. Customer agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Bank and its use of the service described in this Service Agreement. The Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any Payment Order is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and shall "block" the funds until such time that OFAC issues a written release to the Bank.

13. Unauthorized Transactions and Other Errors. The Customer shall notify the Bank of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within 30 calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is

earlier, which time limits Customer agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Bank shall have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Payment Order referenced in a statement of account for the Authorized Account and no legal proceeding or action shall be brought by Customer against Bank to recover such loss or damage, unless (a) Customer shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

14. Indemnification. Customer shall be liable to the Bank for and shall indemnify and hold the Bank and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Customer, or from the provision of invalid or inaccurate data by Customer or by any other person or entity acting on Customer's behalf, including without limitation (a) a breach by Customer of any provision of this Service Agreement; (b) the Bank's debiting or crediting of the account of any person or entity as requested by Customer; and (c) the failure to act or the delay of any financial institution other than the Bank.

15. Limitation of Liability.

15.1. The Bank shall be responsible only for performing the funds transfer services described in this Service Agreement and shall be liable only for its own gross negligence or willful misconduct in performing these Services. The Bank shall not be liable for acts or omission by Customer or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Bank, any beneficiary's bank and any beneficiary, none of which shall be deemed the Bank's agent. Without limitation, the Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from delaying or failing to execute a funds transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Bank's ability to send or receive funds at any time, for any reason, if the funds transfer would result in the Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the funds transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.

15.2. Except as otherwise required by applicable law, the Bank shall not be liable for any loss or liability arising from (a) any inaccuracy or failure to act on the part of any person not within the Bank's reasonable control, including but not limited to the failure of any other financial institution(s) to provide accurate or timely information to the Bank or the Customer, (b) the failure of other financial institutions to accept payment orders, (c) Customer's negligence, wrongful act or breach of this Service Agreement, or (d) any ambiguity or inaccuracy in any instruction given to the Bank by Customer.

15.3. IN NO EVENT SHALL THE BANK BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES SUFFERED OR INCURRED BY CUSTOMER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS, REGARDLESS OF WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN SUCH LOSSES OR DAMAGES MIGHT BE INCURRED. ANY LIABILITY OF THE BANK FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED USING A RATE EQUAL TO THE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. PAYMENT WILL BE MADE BY CREDITING THE APPROPRIATE ACCOUNT AT THE BANK INVOLVED IN THE FUNDS TRANSFER. THE BANK SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ATTORNEYS' FEES.

16. International Payment Orders. Funds transfers to beneficiaries outside of the United States may be paid to the beneficiary in the foreign currency of the country to which the funds are transferred. It is the responsibility of Customer to notify the beneficiary that the funds originated in U.S. dollars may be paid to the beneficiary in the currency of the country to which the funds are transferred at the bank's buying rate of exchange for wire transfers. (Each intermediary, receiving and beneficiary bank may deduct funds transfer fees from the amount of the payment order.) Bank is not responsible for fluctuations in exchange rates. Customer may wire foreign currency if requested currency is available.

16.1. International Payment Orders Initiated by Business Customer. If Customer is a business entity, Customer represents, warrants and agrees that Customer is not a consumer and that Authorized Account was not established primarily for personal, family or household purposes and Customer acknowledges, agrees, represents and warrants that any and all funds transfers initiated by Customer or an Authorized Representative to a beneficiary located in a foreign country are for business purposes only and not for personal, family or household purposes, are not subject to the provisions of the Electronic Funds Transfer Act ("EFTA") and/or Regulation E, and are not remittance transfers as that term is defined in the EFTA and/or Regulation E.

16.2. Remittance Transfers. If Customer is a consumer and if Customer (primarily for personal, family, or household purposes) requests a funds transfer in excess of \$15.00 be sent to a designated recipient (a

person or an organization) to be received at a location in a foreign country (any location outside of the United States, or one of its territories or possessions, or Puerto Rico), the funds transfer is a type of wire transfer known as a "remittance transfer." Federal law and regulation grant rights and impose duties related to remittance transfers that may not apply to other types of wire transfers (such as, for example, certain cancellation rights, error resolution rights and the duty to give disclosures when a remittance transfer is requested and made). If any of the other provisions of this Agreement conflict with the provisions of this section 16, the terms of this section 16 control. If any provision of this Agreement is inconsistent with the remittance transfer disclosure(s) that Bank gives Customer, the terms of the remittance transfer disclosure(s) control. The following terms apply to remittance transfers:

- 16.2.1. In addition to Bank's right to reject any payment order for any reason, without notice to Customer, Bank may, but is not required to, refuse to process Customer's remittance transfer request if (i) the Authorized Account on which the remittance transfer is requested has not been opened for at least one year, (ii) the request is for a remittance transfer scheduled one or more business days before the date of transfer, (iii) the request is for a repetitive remittance transfer, (iv) the request is for a series of preauthorized remittance transfers, (v) the amount of the remittance transfer request exceeds a certain dollar amount set by Bank, or (vi) the total of Customer's remittance transfers during the 6 months immediately prior to Customer's current remittance transfer request when added to the amount of Customer's current remittance transfer request exceed a certain dollar amount set by Bank. Customer agrees to contact the Bank to determine the dollar caps. Customer agrees that Bank may change the dollar caps at any time without notice to Customer. Customer agrees to the revised dollar caps if Customer requests a remittance transfer after the change(s).
 - 16.2.2. Customer understands and agrees that the designated recipient may receive less than the amount of the "Transfer Amount" of the remittance transfer due to fees charged by third parties including, but not limited to, the recipient's bank and foreign taxes.
 - 16.2.3. When Customer requests a remittance transfer, Customer agrees to provide the correct account number for the designated recipient's account and the correct recipient institution identifier. When Customer provides Bank with an incorrect account number for the designated recipient or an incorrect recipient institution identifier in connection with a remittance transfer, Bank and every receiving or beneficiary institution may rely on that account number and recipient institution identifier to make payment even if it identifies a financial institution, person or account other than the one named. An incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected, and Customer could lose the funds if (i) Bank, prior to sending the remittance transfer, uses reasonably available means to verify that the recipient institution identifier provided by Customer corresponds to the recipient institution name provided by Customer, (ii) Bank provided notice to Customer, before Customer made payment for the remittance transfer, that an incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected and Customer could lose the funds, (iii) Bank shows that the incorrect account number or recipient institution identifier resulted in the deposit of the remittance transfer into an account other than the designated recipient's account, and (iv) Bank promptly uses reasonable efforts to recover the funds for Customer (even if Bank is not successful in recovering the funds). Customer acknowledges and agrees that section 8 is notification to Customer that when Customer provides Bank with an incorrect account number or incorrect recipient institution identifier, the funds may be misdirected and Customer could lose the funds.
 - 16.2.4. Customer has a right to cancel a remittance transfer and obtain a refund of all funds paid to Bank, including any fees, if (i) Bank receives Customer's request to cancel no later than 30 minutes after Customer makes payment for the remittance transfer, (ii) Customer's request to cancel enables Bank to identify Customer's name and address or telephone number and the particular remittance transfer to be cancelled (including the amount and location where the funds were sent), and (iii) the transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient.
- 17. Customer Cooperation.** In the event that the Bank is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Customer shall upon the Bank's request but without expense to the Bank testify in any legal proceedings and otherwise take any action necessary to assist or enable Bank to recover from such beneficiary. Customer hereby consents to the Bank's disclosure to government authorities of information concerning the Customer and transactions under this Service Agreement that the Bank believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.
- 18. Furnishing Information.** Upon request the Customer will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.
- 19. Transactions with Banks.** If the Customer is a bank (as defined in UCC 4A), and under applicable law the Customer is not deemed the originator of the order to which a Payment Order relates, the Customer agrees to

loss or liability would not have been incurred if the Customer had been an originator.

20. Prohibited Transactions. Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Customer being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

21. Entire Agreement. The Account Agreement governing Customer's account (the "Account Agreement"), and this Service Agreement (a) constitute the entire agreement between the Bank and Customer regarding the use of the Bank's funds transfer service; (b) supersede any prior agreements between the Bank and Customer regarding funds transfers and (c) shall be binding upon and enforceable against Customer's successors and assigns. If any inconsistency exists between the Account Agreement and this Service Agreement, the terms of this Service Agreement shall control. If any part of this Service Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

22. Amendments. Bank may amend this Service Agreement from time to time upon written notice to the Customer. In the event that performance of services under this Service Agreement would result in a violation of any present or future statute, regulation or governmental policy to which the Bank is subject, then this Service Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Bank may terminate this Service Agreement if it deems such action necessary or appropriate under the circumstances. The Bank shall have no liability to the Customer as a result of any such violation, amendment or termination. Any practices or course of dealings between the Bank and the Customer, or any procedures or operational alterations used by them, shall not constitute a modification of this Service Agreement nor shall they be construed as an amendment to this Service Agreement.

23. Payment for Services. The Customer shall pay the Bank the charges for the services provided in connection with this Service Agreement, as set forth below in Bank's Fee Schedule. All fees and services are subject to change upon thirty (30) days prior written notice from the Bank. Such charges do not include, and the Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Depository Agreement between the Bank and the Customer with respect to the Account.

23.1. Fee Schedule for Wire Transfers.

Outgoing U.S. Wire Transfer	\$25.00
Outgoing Wire Transfer – Online	\$10.00
Outgoing International Wire Transfer in US Dollars (Business Customer)	\$50.00
Outgoing International Wire Transfer in Foreign Currency (Business Customer)	\$100.00
Outgoing International Wire Transfer in US Dollars or Foreign Currency (Consumer Customer)	\$100.00

Attention: New Fee Schedule, Effective October 1, 2016

Outgoing Domestic Wire Transfer	\$25.00
Outgoing Wire Transfer (Online)	\$15.00
Outgoing International Wire Transfer	\$45.00

24. Termination. Customer may terminate this Service Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Service Agreement immediately upon providing written notice of such termination to Customer. Any termination of this Service Agreement shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Service Agreement.

25. Non-Assignment. The Customer may not assign this Service Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.

26. Waiver. The Bank may waive enforcement of any provision of this Service Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modify the terms of this Service Agreement.

27. Binding Agreement; Benefit. This Service Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective legal representatives, successors, heirs, and assigns. This Service Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or the Customer hereunder.

28. Headings. Headings are used for reference purposes only and shall not be deemed part of this Service Agreement.

29. Severability. In the event that any provision of this Service Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Service Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

30. Notices, Instructions, Etc.

30.1. Except as stated herein, the Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.

30.2. Except as stated herein, the Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.

30.3. The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Customer, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Bank.

30.4. Except as stated herein, any written notice or other written communication required or permitted to be given under this Service Agreement shall be delivered or sent by US mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the following address:

Alpine Bank
Attention: Treasury Services – Wire Group.
225 N 5th St
Grand Junction, CO 81501

Unless another address is substituted by notice delivered or sent as provided hereon. Except as otherwise stated herein, any such notice shall be deemed given when received.

31. Governing Law. This Service Agreement will be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law, excluding its conflict of law principals.

IN WITNESS WHEREOF the parties hereto have caused this Service Agreement to be executed by their duly authorized officers.

Guidelines for completion:

- If the party is a corporation, the chairman, president, chief executive officer, chief financial officer, treasurer, corporate secretary or an assistant corporate secretary must sign this Agreement, unless an entity resolution authorizing another person is provided to Alpine Bank and determined by Alpine Bank to be satisfactory;
- If the party is a partnership, limited liability company, limited liability partnership, one of the general partners or members must sign this Agreement;

By signing below, the party acknowledges and agrees that the party may return this executed Service Agreement by U.S. Mail, or electronically by facsimile or email and, if returned electronically, the terms and conditions of the Service Agreement shall be enforceable to the same extent as if the original was returned by the party to Alpine Bank.

CUSTOMER

By: Judith Tippett
(Signature)

Name: Judith Tippett

Title: Assistant Town Mgr / Finance Director

Date: 10/11/16

**DESIGNATION OF AUTHORIZED CUSTOMER AGENT (AGENT PROFILE)
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT - RENEWAL**

By signing below, you acknowledge and agree that the persons designated by you on current agreements and documentation with authority to initiate wire transfer requests (Authorized Customer Agents) shall continue to have such authority to initiate wire transfer requests and you hereby confirm the authority of such persons to issue wire transfer requests in accordance with the terms of the Wire Transfer Service Agreement. Your current Service configuration is made a part of this Service Agreement to the same extent as if those terms and provisions were contained herein.

CUSTOMER

By: Judith Tippett
(Signature)

Name: Judith Tippett

Title: Assistant Term Manager

Date: 10/11/16

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT - RENEWAL**

C.I. ONLINE WIRE TRANSFER SECURITY PROCEDURES

Customer agrees to the Security Procedures contained in this Schedule C.I and understands and agrees that the authenticity of any Wire Transfer will be verified pursuant to the following security procedures. In addition to the Security Procedures for authentication to gain access to Online Banking Service, Customer understands and agrees that the authenticity of any Wire Transfer initiated through the Online Banking Service will be verified pursuant to the following security procedures:

No. Description

- 1. Secure Tokens.** Security Tokens are required for each Authorized Customer Agent. The Secure Token will be required to be in the possession of each Agent upon their login. The Agent will be prompted to provide the one-time use code displayed on the token to authenticate the Agents identity. Alpine Bank will provide the Initial Secure Token. Customer will be responsible for any replacement, fees may apply.
- 2. Dual Control.** Dual Control requires that at least two authorized Users be involved in the initiation and release of any Wire Transfer. Dual Control is required for Customers wire transfer limits equal to or greater than \$75,000. Dual Control requires that two Agents login to initiate a wire transfer – one Agent to create the wire transfer and the other to initiate it. This Security Procedure No. 2, requires two Agents have access to the Service, preferably using two different computers. Dual Control is strongly recommended and available for Customers with limits less than \$75,000 and use of this Security Procedure can be established on Schedule B.
- 3. Dedicated Computer.** Customer hereby agrees to initiate and approve all wire transfers using a computer in the Customer's office designated exclusively to access the Online Banking Service. The computer shall not be used for general Internet purposes (e.g., e-mail, visits to other web sites, including social networking sites). Computers accessing the Online Banking Service should not have "computer administrative" privileges (i.e., a user with "unlimited" privileges).
- 4. Payment Activity Review.** Customer is responsible for reviewing the Online Banking Service each Banking Day and notifying Bank of any suspect Wire Transfer. If Customer believes any approved Wire Transfer received by Bank to be erroneous, Customer must notify Bank immediately. If Bank is timely notified, Bank will delete the suspect Order.
- 5. Time Restrictions.** Time Restrictions are recommended for each Authorized Customer Agent. The Time Restriction function will restrict Agent logins by the time of day (Customer can select the time of day you want Authorized Agents to be able to access the Service). Access will only be allowed during the times specified for each Authorized Agent. If access is attempted during the specified times, access will be granted – if not, access is denied. Time Restrictions can be established by an Administrator or on the Alpine Online Business Enrollment Form.
- 6. IP Address Restrictions.** IP Address Restrictions are recommended for each Authorized Customer Agent. The option to restrict Agent logins by IP address is available by request (you can select multiple IP addresses for each user – ex. Home, work). The Service will validate the IP address during login. If the IP address is one that is established for the Agent, access will be granted – if not, access is denied. You must have a Static or partial Static IP Address to utilize this tool (your Internet Service Provider may apply a fee for a Static IP Address). IP Address Restrictions will be established on the IP Address Restriction Form.
- 7. Wire PIN (Personal Identification Numbers).** Bank or Authorized Customer Administrator shall issue Wire PINs to each Authorized Customer Agent, for use in the online initiation or dual approval of Wire Transfers. It is the Customer's or Authorized Customer Administrators sole responsibility to ensure that such PINs are distributed to the proper Authorized Customer Agent(s).
- 8. Call-Back Verification of Authenticity for Wire Transfers.** The Bank shall verify Wire Transfers equal to or greater than \$75,000, or any dollar amount set by Bank in Bank's sole discretion, unless Schedule E has been signed and agreed to by Bank and Customer, as a condition to the Bank's execution of same, by way of return telephone call to an authorized representative (hereinafter referred to as "Authorized Call Back Agent"). Customer shall designate Authorized Call Back Agents on the Schedule B. At the time of the Customer Callback, the Authorized Call Back Agent confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with his or her Call Back PIN (issued by the Bank) or other acceptable identifiable information. Bank will call only the telephone number designated by Customer on the Schedule B or in the Bank's sole discretion, use a telephone number that is associated with the Authorized Accounts. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the Security Procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to an

authorized representative (hereinafter referred to as "Customer Callback"). At the time of the Customer Callback, the authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with his or her User I.D. Bank will call only the telephone number designated by Customer. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

- 9. **Malware Protection Software.** It is recommended that Customer download IBM® Trusteer Rapport as an additional safeguard against financial malware and phishing.
- 10. **Wire Alert.** Customer must enroll in the alert service offered by Bank to receive alerts ("Alert") from Bank. Upon receipt and processing of a Payment Order from Customer, Bank will send an Alert to Customer advising Customer of the information contained in the Payment Order. Customer should verify the Payment Order information immediately upon receipt of the Alert and notify Bank of any discrepancies or if Customer did not initiate the Payment Order.
- 11. **Additional Verification.** At Bank's sole discretion, Bank may require Customer to provide Bank with other information required by Bank to authenticate the identity of the Customer or the authenticity of any Wire Transfer.

REJECTED

Customer may reject the "commercially reasonable Security Procedures" offered by Bank and elect to use Customer's own Security Procedures by indicating its rejection in the box. If Customer rejects Bank's Security Procedure, Customer hereby acknowledges that Bank first offered to Customer a "commercially reasonable Security Procedure". Bank may, at its option, refuse to accept Customer's Security Procedures, in which case, Bank shall refuse to accept Wire Transfers initiated by Customer.

CUSTOMER SELECTED SECURITY PROCEDURE

This election, if the Rejection box is checked by Customer, constitutes a part of the terms and conditions of the Funds Transfer Service Agreement in effect between Customer and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the Funds Transfer Service Agreement. Customer acknowledges that Bank has offered to Customer Security Procedures to verify the authenticity of Wire Transfers, which Procedures Customer agrees are reasonable in the context of Customer's operation, requirements and internal procedures. Customer acknowledges that Bank has offered this Service and Customer has elected to send Wire Transfers to Bank using Customer's selected Security Procedure. Customer acknowledges and understands that selecting Security Procedures other than Security Procedures 1 through 11 listed above may substantially increase the risk of loss to Customer. CUSTOMER HEREBY REJECTS AND REFUSES THE SECURITY PROCEDURES OFFERED BY BANK FOR WIRE TRANSFERS TRANSMITTED THROUGH ALPINE ONLINE CASH MANAGEMENT. By rejecting any of the Security Procedures listed above, Customer is refusing Bank's Security Procedure and requests bank to follow Customer's selected Security Procedure. Customer may not reject the Security Procedures required to gain access to the Online Banking Service, Security Procedures **No. 1. Secured Token, No. 7. Wire PIN, No. 8. Call-Back Verification of Authenticity for Wire Transfers, No. 11. Additional Verification.** CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH CUSTOMER'S SELECTED SECURITY PROCEDURES.

By checking the box(s) below, Customer rejects the indicated Security Procedure:

<u>SECURITY PROCEDURE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<input type="checkbox"/> REJECTED	2.	Dual Control
<input type="checkbox"/> REJECTED	3.	Dedicated Computer
<input type="checkbox"/> REJECTED	4.	Payment Activity Review
<input type="checkbox"/> REJECTED	5.	Time Restrictions
<input type="checkbox"/> REJECTED	6.	I.P. Address Restrictions
<input type="checkbox"/> REJECTED	9.	Malware Protection Software
<input type="checkbox"/> REJECTED	10.	Wire Alert

CUSTOMER

By: Juanita Tippett
(Signature)

Name: Juanita Tippett

Title: Assistant Town Mgr. Finance Director

Date: 10/11/16

C.II. Non-Online Wire Transfer Security Procedures

Issuance of a Wire Transfer request by any means other than through Online Banking is a rejection by Customer of the security procedure offered by Bank to Customer and constitutes Customer's selection of a security procedure chosen by Customer. Customer hereby expressly agrees to be bound by any Wire Transfer request, whether or not authorized, issued in its name and accepted by Bank in compliance with the security procedure chosen by Customer. Customer agrees to the Security Procedures contained in this Schedule C.II. Customer understands and agrees that the authenticity of any Wire Transfer initiated by methods other than through the Online Banking Service will be verified pursuant to the following security procedures:

Call Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers equal to or greater than \$75,000, or any dollar amount set by Bank in Bank's sole discretion, unless Schedule E has been signed and agreed to by Bank and Customer, as a condition to the Bank's execution of same, by way of return telephone call to an authorized representative (hereinafter referred to as "Authorized Call Back Agent"). Customer shall designate Authorized Call Back Agents on the Schedule B. At the time of the Customer Callback, the Authorized Call Back Agent confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with his or her Call Back PIN (issued by the Bank) or other acceptable identifiable information. Bank will call only the telephone number designated by Customer on the Schedule B or in the Bank's sole discretion, use a telephone number that is associated with the Authorized Accounts. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the Security Procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Additional Verification. At Bank's sole discretion, Bank may require Customer to provide Bank with other information required by Bank to authenticate the identity of the Customer or the authenticity of any Wire Transfer.

CUSTOMER

By: Judith Tippetts
(Signature)

Name: Judith Tippetts

Title: Assistant Town Mgr /
Finance Director

Date: 10/11/16

October 21, 2016

To Whom It May Concern:

On behalf of the Town of Basalt, I would like to express my enthusiastic support of the Art Base and of their proposed community mural project.

With a population of just under 4,000 people, Basalt is a small yet culturally diverse community. The Town is currently in the process of actively revitalizing our cultural and economic vitality and strengthening our sense of community. Central to these efforts are the many programs, events, and exhibitions offered by the Art Base.

The Art Base brings together people from many cultural and financial backgrounds, and this is vital to fostering community. The Town of Basalt demonstrates our commitment to the Art Base by providing the organization with a beautiful facility owned by the Town in downtown Basalt. We provide this facility rent-free, despite the large commercial value the facility holds, because we are committed to making the arts available to everyone in our community, especially our kids.

The Town of Basalt fully supports the Art Base in their endeavor to encourage civic participation and strengthen our town through organizing a collaborative mural-making project involving local artists, students, and partner organizations. This mural project will encourage our youth to feel invested in our community by giving them the opportunity to have their voices heard.

The Town of Basalt will show our support by taking an active role in this project. Students participating in the project will have the opportunity to meet with Town Council, Town staff, and myself to learn more about civic participation and to share with us their vision of unity. Furthermore, I intend to be present for the unveiling of the mural, which is projected for the summer of 2018.

The Art Base works diligently to enrich our community, and this mural project aligns with the Town of Basalt's goal to encourage cultural unity. I believe that this project will have a significant positive impact on our town, and that the Art Base is worthy of your support.

Sincerely,

Jacque Whitsitt, Mayor
For the Basalt Town Council

Memorandum

TO: Mayor Whitsitt and Town Council
FROM: Pamela Schilling, Town Clerk
DATE: October 25, 2016
RE: Student Citizens of the Month – for October 2016

We are pleased to acknowledge the Student Citizens of the Month from the Basalt public schools. The awards are based on the Six Pillars of Character.

October: Trustworthiness

- Be honest.
 - Don't deceive, cheat, or steal.
 - Be reliable—do what you say you'll do.
 - Have the courage to do the right thing.
 - Build a good reputation.
 - Be loyal—stand by your family and friends.
-

October's Student Citizens are:

BASALT ELEMENTARY:

Liz Revilla and Jeysie Navarrete

BASALT MIDDLE SCHOOL:

Jefferson Guevara Guzman and Tashi Jackson

BASALT HIGH SCHOOL:

Andie Montes and Benjamin Koski

**TOWN OF BASALT
COUNCIL CONSIDERATION**

Date: October 25, 2016
From: Susan Philp, AICP Planning Director

SUBJECT: Art Base Presentation of Expansion Ideas

RECOMMENDATION: For the Council to hear updates from Art Base representatives on their building expansion plans and provide any direction to the Art Base

DETAILS:

Genna Moe, Art Base Executive Director, and members the Art Base Board of Directors will be making a presentation on their expansion plans.

The purpose and uses for the Art Base new building is attached and they will bring renderings and maps to the meeting.

The importance of the Arts to implementing the goals of the Town has been emphasized in several Town activities. It was well represented in the 300 + drawings submitted as part of the Our Town Planning Process and significant support was confirmed by the Our Town Survey. Last year, the Town Council approved Resolution No. 03, Series of 2015 establishing the next steps in the Our Town Planning Process. That resolution asked the Art Base and the Basalt Public Arts Commission to refine a program for bringing arts into the Downtown. The last time that the Art Base presented its building ideas at a Council meeting was in early 2015. The Art Base is hopeful of appearing before the Council again on November 22nd to talk more definitively about next steps.

Recommendation from Other Boards: Members from POST heard a presentation on October 19th and provided enthusiastic comments

Related Town Statute and or Town Actions: Town Master Plan, DAAC Report, Our Town Master Plan Amendment

Financial Implications: Implementation of the Art Base Plans will have financial implications for the Town of Basalt which will need to be more fully analyzed.

Attachments: the Art Base New Building Purpose and Uses sheet

the ART BASE NEW BUILDING PURPOSE & USES

The Art Base wishes to make an investment in Basalt's historic downtown core and provide a state-of-the-art visual arts facility in Lions Park.

The intent of this facility is to further enhance the on-going "Our Town Planning" work for the community of Basalt and to reach out to the many Roaring Fork Valley residents, tourists and beyond.

The Art Base building will be a cultural anchor for the Town of Basalt and a leading facility for the Basalt River Park, Lions Park and Merino Park offering new programs to attract both artists and art enthusiasts.

In concert with the continuing Basalt development plan the project is envisioned to be a strong mutual benefit for the Town of Basalt, the Art Base and artists from within the valley as a whole as well as outside of the many Roaring Fork Valley communities.

USES

The Art Base is presently housed in a 3,600 sf building in Lions Park west of Town Hall in downtown Basalt. In response to the need for increased gallery space, flexible event spaces and enhanced classrooms, the Art Base has developed a concept to create a new facility that will provide first-class visual arts amenities for community use. The new facility is imperative to the mission of the Art Base, to foster creative expression in the visual arts for all ages and abilities—providing a base of operations for artists in the Roaring Fork Valley through education, exhibitions and events that support and stimulate the vitality of our community.

Gallery and exhibition space will be combined with event rental space while also adding needed offices, classrooms, and new live-work artist studio residences for artist residencies and intern housing.

The Art Base is respectfully working with the development direction that the town is presently working towards. For example, the view corridor from Midland Avenue to the Roaring Fork will be maintained, setbacks for the site and height restrictions are also all being respected. Building components are not expected to exceed two stories.

The vision for the developing a multi-use exhibition space is intended to enable the Art Base to better serve the community through flexible, community-oriented event rentals as there currently is not a similar sized banquet space in the downtown core. All parking for the new facility will be off site or adjacent street parking.

the ART BASE PROGRAM FOR SPACES

- Incubator Space = 3,000 sf total (2 Studios and 3 Apartments above)
- Classrooms = 1,350 sf total (3 @ 450sf each with capability to become 2 @ 900sf)
- Gallery / Exhibition & Event Space = 2,400 sf of flexible space (Able to be one large exhibition or several smaller spaces. Higher ceilings)
- Administration = 1,500 sf total (Lobby, Bathroom Facilities, Offices, and Kitchenette)
- Mechanical, Circulation, Elevator & Stair = 1,750 sf total
- 10,000 sf total + Covered Roof Deck and a Food and Beverage "BOX".

Rendering / Building Program

Enclosed Ground Level: 8,519 sq. ft.

Enclosed Upper Level: 2,481 sq. ft.

Court Yard: 3,428 sq. ft.

Roof Deck: 3,198 sq. ft.

Totals:

Enclosed: 11,000 sq. ft.

Exterior: 6,626 sq. ft.

Total: 17,626 sq. ft.

**TOWN OF BASALT
Council Consideration**

Date: October 25, 2016
From: Susan Philp, AICP Planning Director

SUBJECT: 2017 Public Arts Installation – Ratify BPAC's recommendation and move forward to execute contract

RECOMMENDATION: Approve motion to ratify the BPAC's selection of Demiurge to repurpose art sculptures for placement throughout Town and authorize the Town Manager to enter into a Contract as approved by the Basalt Town Attorney with the selected artist for installation of the public art subject to final budget appropriation.

DETAILS:

On Tuesday October 18th The Basalt Public Arts Commission (BPAC) Jury selected Demiurge as the artist to install public art installations throughout the Town. The BPAC jury included most of the members of BPAC: Chair Nancy Lovendahl, Jeffrey Orsulak, Missy Hagen, Nicole Levesque, Julia Novy and Loren Wilder.

This agenda item would ratify BPAC's selection and authorize the Town Manager to enter into a Contract as approved by the Basalt Town Attorney with the selected artist for installation of the public art subject to final budget appropriation. BPAC would work further with POST to finalize the locations of the Art Installation pieces.

The Jury heard presentation from 3 artist finalists and selected Demiurge at the conclusion of their deliberations.

Demiurge Proposal

This is a re-imagining and expanding of a singular art installation that was commissioned by the Denver Art Museum this year. For Basalt, a 2-year temporary public art installation was sought. The Demiurge design theme is a collective spine located on 5 sites throughout our town to create "**connections between people in unified movement**" symbolizing the renewed strength of our community and connections discovered between people within our town. Excerpts from the proposal are attached explaining the installation. Members of the public art commission will be at the meeting to explain the proposal and BPAC's process and reasoning in more detail.

Background of Public Art Installation Proposal

BPAC was created by the Council in 2015 by ordinance as a formal advisory commission under Section 7.2 of the Home Rule Charter and was assigned several responsibilities to further public art in the Town of Basalt.

BPAC submitted its 2015 annual report to the Council in February which summarizes the beginning steps BPAC took to begin the process of installing public art throughout Town. The report can be found under the Manager's Weekly Reports on the Town's website. Additional information on BPAC can be found on the Planning Department's page on the Town's website.

In May of this year the Council approved a motion allowing BPAC to move forward with distributing the "Request for Qualifications" for a Public Arts Installation that would occur in June of 2017.

To help fund BPAC efforts, the Council approved Ordinance No. 3, Series of 2016 which established the 1% Public Arts Program. Simplistically, the 1% Public Arts Program requires one percent (1%) of eligible construction costs of Town capital improvement be allocated for public art. The major cost for the public art installation would occur in 2017. Then Town Manager Scanlon had given BPAC a general budget of \$51,799 to work with in 2017 for the art installation. Until the 1% for Public Arts Fund builds up, Staff recommends that the funds come from the Arts RETA where funds can be used to support arts in the Town of Basalt. We will be discussing this further in the budget process.

Related Town Statute and or Town Actions: Town Master Plan; Our Town Planning Project.

Financial Implications: The Artist contract is programmed to be \$50,000 and there will be some additional Town costs associated with the installation such as engineering review.

Attachments: Excerpts from Demiurge's presentation; Backup for Council's May 24th approval

CONCEPTUAL THOUGHTS:

Mōtiō has many meanings. It is the embodiment of motion, it is a representation of the human body, of dance, of costume, and of the stage upon which the spectacle of dance takes place. It is also many other things. **Mōtiō is about connections**, between people and places, between movements and gestures.

We love the idea that Mōtiō will have a story and become layered with the memories of that story as it travels from place to place, touches lives, and becomes part of peoples memories.

Mōtiō 2.0 is a sculptural representation of the hierarchy of communities and the importance of the individuals within them. It consists of 84 connected human figures assembled in five sections across five sites. Each section consists of 7 human figures. They are the abstract representations of the members within the community of Basalt. They are each unique and different, but they are all connected physically and figuratively through form, color, and meaning. The sections are each a different color to signify the importance of diversity in our lives and every seventh figure is highlighted to remind us that **we are each one of many** within our communities.

While in it's past life Mōtiō was to be seen as a representation of dance in it's new chapter it will come to represent the connections between the peoples within a community.

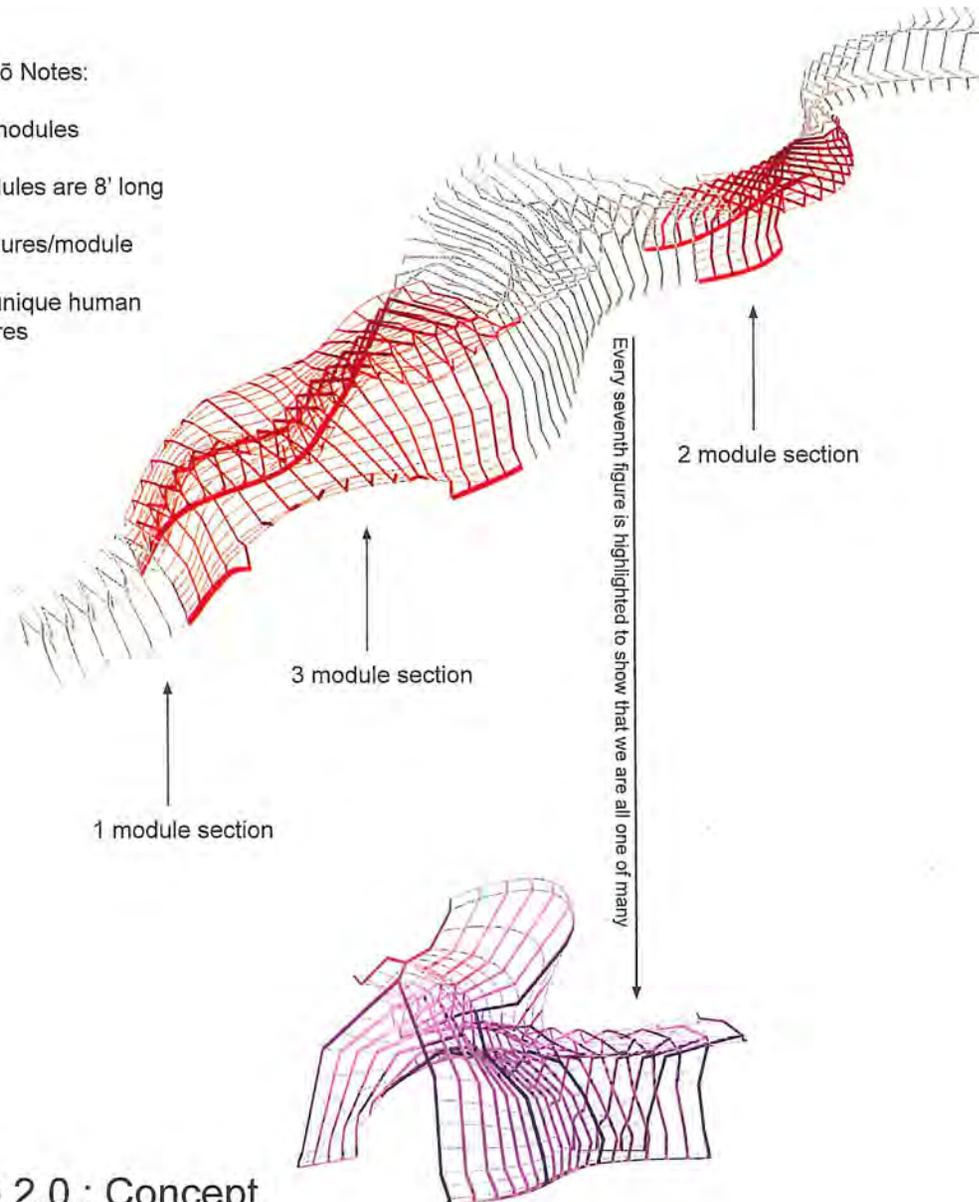
Mōtiō Notes:

12 modules

modules are 8' long

7 figures/module

84 unique human figures



Mōtiō 2.0 : Concept

SUMMARY

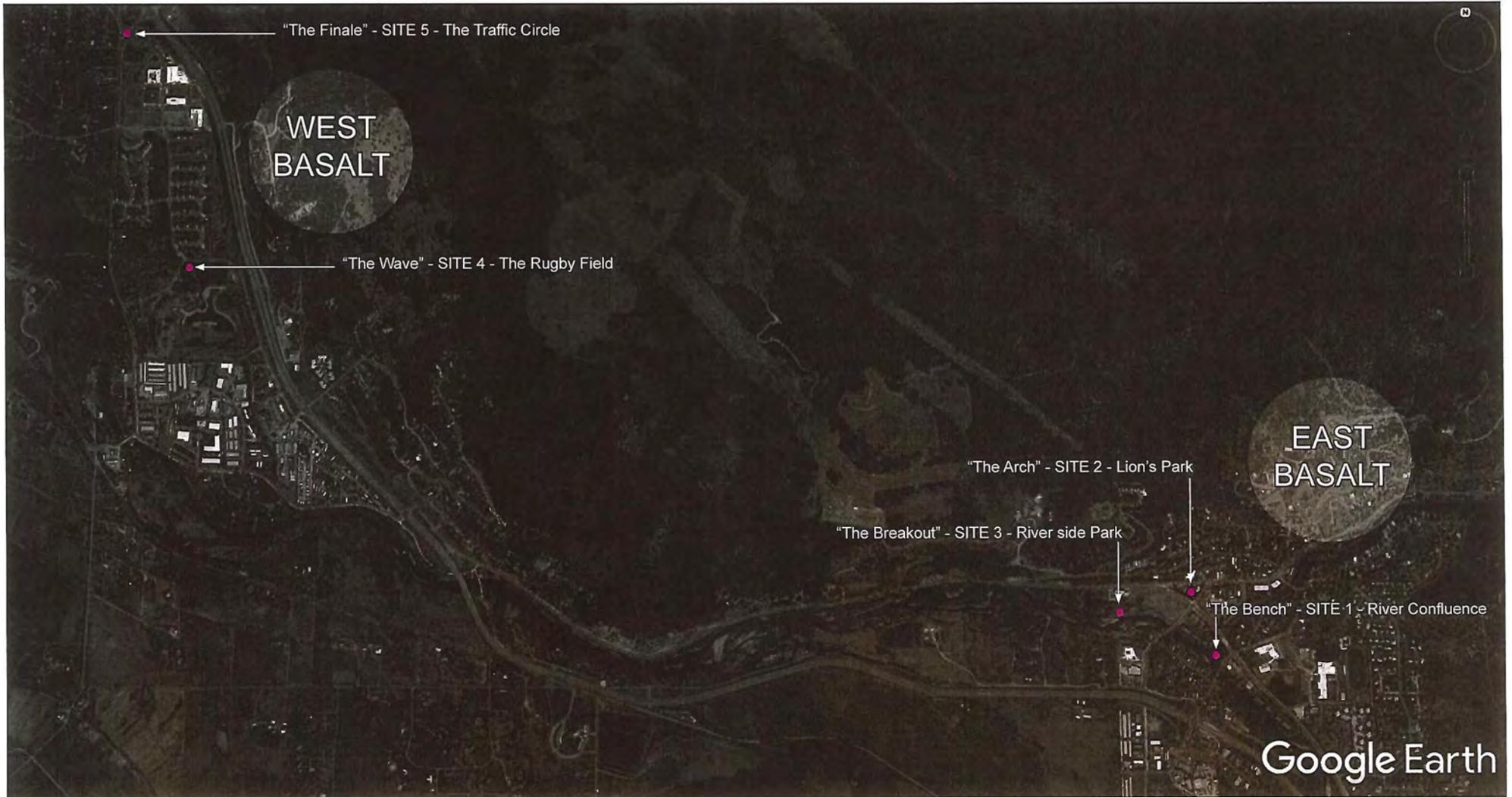
We propose to split Mōtiō into five sections and spread it across East and West Basalt as a symbol of the strength of community and the connections between the individuals within them.

DESIGN NOTES:

- 1) In Mōtiō 1.0 The ribbons marked the lines of movement as the primary attribute of the piece.
- 2) In Mōtiō 2.0 we want to define connections and the human figures within their larger groups as the primary design element. To do this we propose installing the piece in five brightly colored, reflective sections. The different colors are symbolic of the diversity that makes our communities strong.
- 3) To accentuate the individual human figures within their larger groups we will highlight every seventh one with a darker color.
- 4) Although their form speaks to movement the rods are secondary to the figural frames and become representative of the connections between these individuals.
- 5) Installing these sections or "communities" of human figures across the two halves of Basalt uses the pieces as a powerful visual symbol of a connected town.
- 6) The different size sections are symbolic of the levels of community that make the places that we live. There are 1, 2, and 3 module sections which can be thought of to represent our families, neighborhoods, towns and statewide communities.



SITE 4 - RENDERING



OVERALL SITE PLAN

Locations are subject to change - additional feedback is needed
from BPAC & POST

Council Approved May 24, 2016

3D

TOWN OF BASALT Consent	Date: May 24, 2016 From: Susan Philp, AICP Planning Director Town Manager Review: MS approved 05-20-16
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SUBJECT: Basalt Public Arts Commission (BPAC) – Confirmation that BPAC can distribute a "Request for Qualification" for a Public Arts Installation that would occur in June of 2017.

RECOMMENDATION: Motion to Allow BPAC to submit Request for Qualifications

DETAILS:

BPAC was created by the Council in 2015 by ordinance as a formal advisory commission under Section 7.2 of the Home Rule Charter and was assigned several responsibilities to further public art in the Town of Basalt.

BPAC submitted its 2015 annual report to the Council in February which summarizes the beginning steps BPAC took to begin the process of installing public art throughout Town. The report can be found under the Manager's Weekly Reports on the Town's website. BPAC would like to have a fuller presentation and conversation with the Council regarding their proposed installation and the community benefits of public art.

In the interim, BPAC is making this request to ensure that the art can be installed by June 2017. See memorandum from Nancy Lovendahl, Chair of BPAC.

To fund BPAC efforts, the Council approved Ordinance No. 3, Series of 2016 which established the 1% Public Arts Program. Simplistically, the 1% Public Arts Program requires one percent (1%) of eligible construction costs of Town capital improvement be allocated for public art. The major cost for the public art installation would occur in 2017. BPAC's effort to successively make the 2017 June installation would involve some costs this year such as the purchase of the CAFÉ program used to submit and evaluate proposals and costs for advertising. Those costs are well within the funds the Town budgeted in 2016 budgeted for public art.

Staff recommends that the Council approve BPAC's request on the consent agenda.

Alternatively, the Council could pull the request from consent and schedule the request for an upcoming meeting. However BPAC would ask that this be soon in order to ensure that the art could be installed in June of 2017.

Related Town Statute and or Town Actions: Town Master Plan; Our Town Planning Project.

Line Item Code & Description: The Town budgeted \$50,000 for Public Art for 2016 with some additional funds budged for administration.

Attachments: May 18, 2016 Memorandum from Nancy Lovendahl, Chair of BPAC

To: Basalt Town Council
From: Basalt Public Arts Commission, Nancy Lovendahl, Chair
Subject: **2017 Public Art Installation**
May 18, 2016

This is a request for confirmation that BPAC can distribute a "request for qualifications" for a public-art installation. It is preliminary to a fuller presentation and conversation with Council regarding this proposed installation and the community benefits of public art. This request comes now to ensure that the art can be installed by June 2017.

That installation will be accompanied by a celebratory community event to kick off the summer season — inspiring such activities as performances, civic events, business promotions, and programs to expand the energy and excitement attracting visitors to Basalt. The temporary public-art installation will be the first of a three biennial projects whose theme will be to "discover that which connects us all".

BPAC's RFQ to Colorado artists will elicit submittals for projects that will surprise, delight, and inspire new perspectives. For example, applicant artists might use found or recycled objects, or hundreds of repeating elements such as flags or banners. They may add color or light, or recall the river as metaphor in the serpentine path flowing through our community. Artists might propose a non-physical tech solution such as a phone app uniting us in a common experience along our river and walkways.

BPAC's request for qualification will include an introductory history of Basalt, an invitation for a wide range of materials, and maps that define town boundaries and areas of particular historical and visual interest. Applications will be reviewed by BPAC and selected based on qualifications and alignment with BPAC's goals for the project. Three finalists will receive a small grant (~\$500) to develop a project proposal, from which a final project will be awarded a contract.

The initial budget for this first project, is taken from the 2016 and 2017 "1% for Arts Fund", totaling at \$74,000. \$50,000 to \$60,000 is allocated for the art itself, 15% is allocated for administrative fees and 5% set aside as contingency.

With this first project, BPAC will support Basalt on its already successful path to attract "creatives" and innovative economic activity. It will help identify Basalt and its passionate commitment to the arts. BPAC envisions such associated opportunities as educational talks and walks, business and tourist promotion, restaurant exposure, and stimulating events for the community. Temporary art installations like these have proven to generate excitement, tourism, and measurable economic benefit for communities across the country.

TOWN OF BASALT
Action Items

Date: October 25, 2016
From: Susan Philp, AICP, Planning Director

SUBJECT:

Approval of Agreement Acknowledging that Willits Town Center Satisfied conditions for payment of \$500,000 by the Town to bridge funding gap and specifying payment schedule

RECOMMENDATION: Approval by motion of Agreement

DETAIL:**Background**

The Willits Town Center approvals would have required approximately one-third of its affordable housing units to be built before filing the plat that contained the Elements hotel site.

In 2014 the Willits Developer asked the Town to delay the delivery of the affordable housing units until the next block filing after the hotel. There were a number of issues that the Town considered in making its decision to delay the delivery of the affordable housing units and amend the affordable housing obligations for the development. One was that the Developer agreed to construct at least 50 rental affordable housing units on Block 7, leaving at that time only 6 for-sale affordable housing units to be built at a later date and 4 additional units to the Town and Fire District negotiated with the Whole Foods approvals. Ultimately the Town recognized that there could be a shortfall in the funds needed to build these affordable housing units and negotiated the language that was included in Ordinance No. 11, Series of 2014.

Over the past year, the Developer has provided financial information to Bruce Kimmel, the Town's Financial Advisor in order to satisfy the conditions of the \$500,000 contribution. Bruce Kimmel finished his analysis and concluded in his memorandum dated October 17, 2016:

In conclusion, Ehlers recommends that the Town find that the Block 7 apartments meet the requirements of Condition 7(2) above, and that the Town move forward in implementing its intended financial participation in the project.

Recommendations by Other Boards: The P&Z is not required to review this proposal. Staff did not ask that this be reviewed by the Finance Committee.

Financial Implications: Judi Tippetts, Assistant Town Manager/Finance Director, recommended that the payments be made in two increments to generally correspond to the commitments made when the Town presented its payment schedule in the 2015 budget. The plan is that the funds for 2017 would come from unrestricted revenues.

Related Town Statute and or Town Actions: Willits Town Center PUD Control Document and related ordinances and approval documents. Ordinance No. 11, Series of 2016.

Attachments: Draft Agreement for consideration which includes Kimmel's memo as Exhibit A; Excerpts from the Council's 2014 packet materials when the Town considered Ordinance No. 11, Series of 2014

**DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF BASALT AND WILLITS
TOWN CENTER LLC. FOR THE CONTRIBUTION OF FUNDS FOR THE
AFFORDABLE HOUSING CONSTRUCTED PURSUANT TO ORDINANCE NO. 11,
SERIES OF 2014**

This DEVELOPMENT AGREEMENT (the "**Agreement**") dated as of _____, 2016, is made by and among WILLITS TOWN CENTER LLC, a Delaware limited liability company ("**Developer**"), and the TOWN OF BASALT, a Colorado municipal corporation (the "**Town**"). Developer and Town are collectively called the "**Parties**," and individually, a "**Party**."

RECITALS

1. Willits Town Center LLC as the current Developer of the Willits Town Center PUD and as the current owner of Block 7 of the PUD desires to complete development and construction of the affordable housing totaling 50 units on the upper two floors of Block 7 North, Willits Town Center, and constructing three floors of affordable housing totaling 27 units in the building to be constructed on Block 7 South, Willits Town Center, together with related amenities and uses on the Property. The Block 7 plat was recorded in the Eagle County records as Reception No. ____.

2. Condition No. 7(1) of Exhibit A to Ordinance No. 11, Series of 2014 provided that the Developer was required to build at least 50 units of rental housing on Block 7 before filing another plat after the Block 12 plat was filed in order to construct a limited services hotel on Block 12.

3. Condition No. 7(2) of Exhibit A to Ordinance No. 11, Series of 2014 ("Ordinance No. 11"), establishes that the Town will contribute up to \$500,000 towards the construction of affordable housing on Block 7, of Willits Town Center, provided the following pre-conditions are satisfied:

- a. The Developer shall submit to the Town for review and approval a development budget, financing plan and operating pro forma.
- b. The information provided to the Town by the Developer must confirm the need for the Town funds to bridge an identified funding gap.
- c. The Town must determine that the construction of the affordable housing units is financially viable if the Town makes the grant of not more than \$500,000, considering ranges demonstrated by comparable LIHTC projects and other information.

3. In accordance with Condition No. 7(2) of Exhibit A to Ordinance No. 11, the Town finds that the Developer has submitted a development budget, financing plan,

and operating per forma for the 50 rental housing units acceptable to Bruce Kimmel of Ehler's Public Finance, the Town's Financial Consultant, and that the Town has confirmed the need for the Town funds to bridge an identified funding gap as is described in Bruce Kimmel's memorandum to Town Staff dated October 17, 2016, attached hereto as **Exhibit A**.

4. The Town also finds that the construction of the affordable housing units is financially viable with the Town's contribution and the Block 7 North building is nearing completion.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties contained in this Agreement, and other valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree to the terms and conditions in this Agreement.

A. **Town Contribution.** The Town agrees to contribute \$500,000.00 to the construction of the affordable housing on Block 7 as the Developer has satisfied the requirements.

B. **Schedule and Payment.**

i. The Town Council directs the Finance Director to pay the Developer \$250,000 in 2016.

ii. The Town Council hereby directs Staff to include \$250,000 in the 2017 budget for payment to be paid by the Town no later than the Town's issuance of the certificate of occupancy for the 50 dwelling units. The 2017 budget is subject to review and approval by the Town Council.

C. **Use of Funds:** The Developer shall only use the funds provided by the Town of Basalt for the specified purpose of bridging an identified funding gap for the construction of the 50 affordable housing units and for no other purpose. Upon request by the Town Finance Director, the Developer shall provide documentation on the use of the Town's funds for that purpose within 60 days of the Town's request which may up to one-year following the Town's final payment.

D. **Notice of Default, Right to Cure.** In the event of any default under the provisions of this Agreement, the non-defaulting party shall, prior to the exercise of any right or remedy, give the party alleged to be in default written notice of such default together with right for a period of ten days after receipt of such notice to cure said default. If an alleged default by its nature is not capable of being cured within the time provided, the party alleged to be in default shall, provided such party is proceeding with

all due diligence, have up to an additional twenty days to cure said default. If a default is not cured within the time provided or any extension thereof (which right to cure period shall not under any circumstances exceed in the aggregate thirty days), the non-defaulting party shall then and thereafter be free to terminate this agreement and pursue any right or remedy allowed by this Agreement or otherwise by law.

E. **Notices.** Any notice, demand, or document which either party is required or may desire to give, deliver or make to the other party shall be in writing and may be personally delivered or given by facsimile transmission or given by United States certified mail, return receipt requested, addressed as follows:

To Town: Town Manager
 Town of Basalt
 101 Midland Avenue
 Basalt, Colorado 81621

To Willits: Willits Town Center LLC
 4220 Shawnee Mission Parkway, Suite 200-B
 Fairway, KS 66205
 Attention: President
 Telephone: (816) 561-3796
 Email:ryan.anderson@mariner-re.com

Any notice, demand or document so given, delivered or made by United States mail shall be deemed to have been received on the earlier of the date actually received or the third business day after the same is deposited in the United States mail as certified matter, addressed as above provided, with postage prepaid. Notice by facsimile transmission shall be deemed given upon receipt of a confirmation by sender.

F. **Remedies.** Either party shall have the right and power to bring suit in its own name for any legal or equitable relief due to lack of compliance with any provisions of this Agreement. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, in connection therewith.

G. **No Waiver.** The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.

H. **Amendments in Writing.** This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties hereto and duly recorded in the real estate records of Eagle County, Colorado.

I. **Colorado Law.** The interpretation, enforcement or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. This Agreement is subject to the laws of the State of Colorado, jurisdiction shall be in the District Court of Colorado, and venue in the County of Eagle, in the event of any legal proceedings arising from the transaction described herein.

J. **Run With the Land.** All the provisions of this Agreement, including the benefits and burdens created thereby, shall run with the land. This Agreement is made subject to any existing easements, reservations, restrictions or rights of way.

K. **Correction Documents.** In the event any clerical or other errors are found in this Agreement or any other descriptions or other exhibits hereto, or in the event any exhibit shall be missing, the parties agree to promptly execute, acknowledge, initial and/or deliver as necessary any documentation in order to correct the erroneous document, description, exhibit or to provide any missing exhibit.

L. **Binding Effect.** All provisions of this Agreement inure to the benefit of and are binding upon the parties hereto, their heirs, successors, assigns and personal representatives.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of _____, __, 2016.

ATTEST:

TOWN OF BASALT

Pamela K Schilling , Town Clerk

Jacque R. Whitsitt, Mayor

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Block 7:

Block 7, WILLITS TOWN CENTER PLANNED UNIT DEVELOPMENT, according to the Plat thereof recorded July 25, 2001 as [Reception No. 763043](#), County of Eagle, State of Colorado.



Memo

To: Town of Basalt, Minnesota
From: Bruce Kimmel, Senior Municipal Advisor
Date: October 17, 2016
Subject: WTC Affordable Housing – Analysis of Need for Town Assistance

On March 25, 2014, the Town of Basalt adopted Ordinance 11, Series of 2014, which approved a revised development program for Willits Town Center (WTC). Several sections of this Ordinance related to WTC's plan to develop 50 affordable housing units on Block 7, including Condition 7(2) in Exhibit A:

7(2). The Town intends to contribute no more than \$500,000 toward the construction of the affordable housing identified above and to enter into a development agreement with the Applicant for that purpose, provided that the following pre-conditions to such grant are satisfied:

- A. The Applicant shall submit to the Town for review and approval a development budget, financing plan, and operating pro forma.
- B. The information provided to the Town by the applicant must confirm the need for the Town funds to bridge an identified funding gap.
- C. The Town must determine that the construction of the affordable housing units is financially viable if the Town makes the grant of not more than \$500,000, considering ranges demonstrated by comparable LIHTC projects and other information.

The Town has asked Ehlers to help it discern whether the provisions of Condition 7(2) have been satisfied, indicating that the Town may proceed in drafting and entering into the aforementioned development agreement and \$500,000 contribution. To this end, Ehlers has reviewed near-final project information provided by WTC, including:

- Detailed development budgets for the full mixed-use building located on the north side of Block 7, and with the apartment portion broken out separately;
- Unit counts by size (i.e. studio up to three-bedroom) and projected monthly rents by unit size, consistent with the Town's affordable housing guidelines;
- Income and operating expense items, plus future inflation assumptions; and
- Operating proforma for first year of operations (lease-up), and for seven years following, including a hypothetical valuation of the apartments based on WTC's estimate of stabilized net operating income at the end of operating year two.

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WTC's analysis indicated that the final development cost of the units will exceed their likely market valuation (based on net operating income in year two) by approximately \$1,514,000 – that is, not factoring in the Town's conditional \$500,000 contribution. At a high level, this shortfall is the result of the projected affordable unit rents not generating income in balance with WTC's development and operating costs.

Ehlers reviewed the development budget and operating proforma inputs described on the previous page, and found them to be reasonable based on our experiences with a range of similar multifamily housing projects, as well as industry cost references that account for geographic cost disparities. In fact, looking at the handful of estimated costs that seemed to deviate from industry standards, more of these appeared low than high, indicating an effort by WTC to control development and operating costs.

Our analysis leads us to conclude that WTC has demonstrated a need for the \$500,000 of intended Town assistance, to help close a portion of the overall funding gap on the Block 7 affordable units. But what about the question of financial viability with Town assistance? In other words, if WTC is showing a \$1.5 million shortfall, is the project viable even after the intended Town contribution? To answer this question, we re-ran the WTC operating proforma to focus on annual net cashflows over time, instead of WTC's comparison of project cost to project valuation.

Including the Town's \$500,000 contribution, our cashflow analysis showed net revenues (after estimated debt service) sufficient to repay WTC's expected equity investment within 12-14 years, with net profits beginning to flow slowly after that point. What this means is that the affordable housing is financially viable, but WTC is accepting a very slow return on its investment – even with the Town's \$500,000 contribution.

On the other hand, the Block 7 apartments are likely to achieve and maintain near-100% occupancy due to their affordable monthly rents, will bring a significant number of new year-round residents to Willits, and were a critical element of the agreement that permitted WTC to build the Element Hotel – and so this dynamic also helps to explain how the project is viable for WTC, from a larger economic perspective.

In conclusion, Ehlers recommends that the Town find that the Block 7 apartments meet the requirements of Condition 7(2) above, and that the Town move forward in implementing its intended financial participation in the project.

Please contact me at (651) 697-8572 or bkimmel@ehlers-inc.com with any questions about our fiscal analysis, and thank you for the opportunity to be of assistance to the Town of Basalt.

Excerpts From Ordinance No. 11, Series of 2014
Addressing Affordable Housing & Financial Obligations

least five (5) feet of unobstructed sidewalk clearance. The lighting for the signage shall comply with the Town and PUD sign lighting requirements. All sign lighting shall be fully-shielded and down-directed. Additional directional signs with the Element logo can be permitted by the Town Planner within the public parking tract, but no other hotel signs (including logos) are allowed in the Town's property except within the existing Identification Sign on Highway 82 which will include hotel signage as previously approved in the PUD.

Affordable Housing Requirements:

- 7(1). The Applicant shall satisfy the Affordable Housing requirements for the hotel project on Block 12 as described below.
- A. The Applicant shall deliver to the Town with an executed Subdivision Improvement Agreement a \$500,000 irrevocable standby letter of credit in a form approved by the Town Attorney to secure the construction of deed restricted affordable housing as described herein, at the time that the plat for Block 12 is submitted to the Town for approval. The Town Attorney in his discretion may accept substitute security.
 - B. Except as provided herein, after the recordation of the plat for Block 12 (for a hotel) and the recordation of a plat for Block 7 (which will contain no less than 50 fully-deed restricted units), the Town shall not approve the filing of any other plat in Willits Town Center or any other application for development on any block in Willits Town Center which does not have a recorded filing prior to issuance of certificates of occupancy for no less than 50 fully-deed restricted rental units to be constructed on Block 7. The affordable housing categories for these units shall be as required by the PUD approvals. This requirement of this section is not contingent upon the Applicant's ability to secure the participation of any third party to assist in meeting this requirement. Alternatively, the Town Planner may authorize another plat for development after the plat for Block 7 has been filed, a building permit has been issued for the 50 fully-deed restricted units, and the Applicant has demonstrated to the satisfaction of the Town Manager or his designee that construction activity has mobilized on the site and that financing is in place to reasonably assure that construction will continue to the completion of the affordable housing project. ←
 - C. If the Applicant obtains building permits for all of the 50 units identified in paragraph B prior to April 1, 2017, the Town will release the letter of credit identified in paragraph A upon the issuance of all such building permits.
 - D. The letter of credit identified in Paragraph A shall provide that if building permits

are not issued for all 50 of the affordable housing units identified in Paragraph B prior to April 1, 2017, the Town in its discretion may draw on the letter of credit, but only for the purpose of building affordable housing units within Willits Town Center unless the parties agree that the funds can be used for affordable housing elsewhere. If the housing is to be built on Block 7 or elsewhere in Willits Town Center, the Applicant shall permit the Town to access that property to the extent necessary for such construction.

- 7(2). The Town intends to contribute no more than \$500,000 towards the construction of the affordable housing identified above, and to enter into a development agreement with the Applicant for that purpose, provided that the following pre-conditions to such grant are satisfied: ^{\$500,000}
Contribution
- A. The Applicant shall submit to the Town for review and approval a development budget, financing plan and operating pro forma.
 - B. The information provided to the Town by the Applicant must confirm the need for the Town funds to bridge an identified funding gap.
 - C. The Town must determine that the construction of the affordable housing units is financially viable if the Town makes the grant of not more than \$500,000, considering ranges demonstrated by comparable LIHTC projects and other information.
- 7.(3). The development agreement referred to in 7(2) above shall identify the timing and manner in which the Town funds shall be appropriated for the project.
8. The request for delay of offering the additional four (4) housing units to be required to be built and offered for sale to the Fire District and the Town of Basalt is not approved. However, Staff will work with the Applicant and the Fire District to refine the procedures and deadlines for the commitments to purchase one or more of the residential units on Lewis Lane in Block 7 or in subsequent plat filings within the project's build out which could differ from the current requirements.
9. The approvals authorize the TRC to grant waivers to the design guidelines for the buildings including the affordable housing units provided the TRC makes a finding that the underlying design principles in the PUD are satisfied.
10. The developer's total requirement for affordable housing for the current square footage permitted in Willits Town Center is revised to 56 fully-deed restricted dwelling units, not counting the 4 dwelling units to be offered for sale to the Fire District and the Town. This is based on a conversion of one fully-deed restricted unit

approved by the Town Planner before a building permit is issued for the next building after the hotel.

Tract 5 Provisions:

20. The Applicants shall install landscaping in Tract 5 per final landscape plans prepared by the Applicant and approved by the Town Planner after input from the Town Horticulturist which further develop the concept of parallel parking on the south side of Lewis Lane adjacent to Tract 5, a sidewalk, and a terraced berm on the Tract 5 Open Space per the recommendations of the P&Z at their March 4, 2014, meeting. The Developer shall maintain the landscaping improvements in Tract 5.

Financial:

21. The Town hereby approves financial assistance for the hotel as follows:
 - A. The Town Attorney is directed to prepare an ordinance containing a ballot question for the November 2014 election for the Council's consideration asking the voters to approve an additional two percent (2%) lodging tax whereby any hotel making capital improvements would receive the additional lodging tax funds collected for that hotel to recoup expenses for capital projects approved by the Town Council for up to 10 years after the improvements are completed or the hotel units have a certificate of occupancy whichever is later. After 10 years the funds would be reserved for the Town's use. The Applicant would not be eligible to receive the lodging tax funds unless the conditions listed in subparagraph C below are satisfied.
 - B. If the ballot question referenced above is not approved by the electorate, then the Town Council intends make a one-time grant of \$500,000 payable to the Applicant for capital improvements needed by the hotel, and directs its staff to include in the 2015 budget for its consideration a \$500,000 lump sum appropriation payable to the Applicant. The Applicant would not be eligible to receive the grant unless the conditions listed in subparagraph C below are satisfied.
 - C. In order for the Applicant to be eligible and receive funds under A or B above for reimbursement of the funds spent for the approved capital improvements:
 - i. The Applicant shall have started construction of the 50 fully-deed restricted affordable housing units referred to in Condition No. 7 before a certificate of occupancy is issued for the hotel. For the purposes of this

ordinance the term started construction shall mean that the plat for Block 7 has been filed, a building permit has been issued for the affordable housing units, and the Applicant has demonstrated to the satisfaction of the Town Manager or his designee that construction activity has mobilized on the site and that financing is in place to reasonably assure that construction will continue to the completion of the affordable housing project; and

ii. The parking agreement referenced in Condition No. 15 has been executed between the Applicant and the Town (and potentially one or more parties) and the garage is open to the public; and

iii. The Applicant demonstrated that the capital improvements are completed and that a building permit has been issued for a hotel.

D. The eligible capital expenses for the limited-services hotel approved under this ordinance include: site work required for the hotel structure on Block 12 including the parking lot improvements on the public parking tract; Tract 5 Landscaping required by Condition No. 20; street, parking and sidewalk improvements required by Exhibit PP of the PUD Control Document for Block 12 and other capital improvements reasonably related to the hotel development as determined by the Town Manager or his designee.

E. The Town's contribution for affordable housing is addressed in Condition No. 7.

22. The exemption from the real estate transfer assessment (RETA 1) for the sale of vacant land for a hotel that was permitted on Block 3, is transferred to Block 12 for a hotel and added as an exemption for RETA 2. The portion of the development on Block 7 which is to be sold and used for the 50 fully deed restricted affordable housing units is also exempted from RETA 1 and RETA 2.

23. The approval documents shall be amended to allow Willits Lane Impact fees to be used for other transportation improvements which benefit the Willits area.

Fire District Review:

24. Before Building permit, the Applicant shall demonstrate compliance with the comments made by the Basalt and Rural Fire Protection District in the letter from Bill Harding dated February 23, 2014.

Final Approval Documents and Other Legal:

25. All WTC approval documents required to execute this approval shall be approved and found acceptable by the Town Attorney and recorded into the public records before a construction permit is issued for the hotel. Except for the recordation of the



Memo

To: Susan Philp, Town of Basalt
From: Bruce Kimmel, Senior Financial Advisor
Date: March 21, 2014
Subject: Willits Town Center Hotel Negotiation – Town Council Update

In advance of next week's Town Council meeting, you suggested that I provide a brief update on the negotiations the Town has held with Willits Town Center following the first reading of the Hotel / Block 12 PUD ordinance at the March 11 Town Council meeting.

Ehlers took away from that Council meeting an understanding that a Council majority wants to see (1) an affordable housing security that doesn't stop the hotel from moving forward, and (2) a simplified deal that doesn't commit Town resources to private development without a demonstrated need for public subsidy. It was very useful to receive this Council guidance as to its policy preferences, and given these directives, we believe that combining a reduction in the affordable housing lockbox requirement with the elimination of the previously suggested 2% lodging / sales tax reimbursement of hotel project costs is a fair and practical outcome.

We understand that WTC still feels strongly that it needs the Town's tax subsidy to have a viable hotel project, but it is only since the March 11 Council meeting that WTC has begun to express any "but for" argument tying the tax subsidy to meeting a target rate of return on the hotel project. In the last day, WTC has also sent us new material intended to bolster its case for the 2% lodging / sales tax subsidy but we have not yet had the opportunity to examine this material thoroughly.

In addition, Town staff has expressed concerns about obligating the existing 2% general sales taxes collected from the hotel in the event that a supplemental 2% lodging tax were not approved by Town voters this fall. The hotel will generate an undetermined amount of demand for public safety and other Town services, and so it is inaccurate to claim that pledging all general sales taxes is cost-neutral for the Town.

Ehlers has been clear in previous memos and Council presentations that the hotel proforma in play from mid-December until this week does not support Town subsidy in and of itself, but that we thought a reimbursement provision was reasonable in tandem with significant WTC commitments to affordable housing and public parking. We expect that WTC will submit additional proposals between today and next Tuesday, which may or may not tip the "risk – reward" scales back toward a case for limited subsidy. We look forward to evaluating and discussing any such ideas with the Council next week.

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MEMORANDUM

Date: March 21, 2014
To: Town Council, Town of Basalt
From: Willits Town Center, LLC
Re: PUD Amendment;
Public Hearing March 25, 2014

The intent of this Memorandum is to help focus the discussion for the public hearing scheduled on March 25, 2014. We have made substantial progress working with staff since the last meeting but there are still a small number of areas of disagreement. The issues we would like to discuss Tuesday night are:

WTC, LLC Proposal to Solve the Security Issue

1. WTC, LLC puts a \$500,000 letter of credit (or other security) in to a lockbox.
2. The 2% lodging or sales tax subsidy to pay for site costs is void if construction on affordable housing in Block 7 is not started prior to opening of the hotel.
3. The Town of Basalt affirms their \$500,000 commitment to affordable housing, which would be advanced only if the lockbox funds used by the town because construction of affordable housing has not started by the date below.
4. Any lockbox funds must be used at Willits Town Center.
5. WTC, LLC stipulates that the next building, after the start of the hotel will be Block 7 and that it will contain 50 FDR units.
6. If construction on Block 7 does not begin by 3/31/17 the Town of Basalt can use the lockbox for affordable housing.
7. If construction begins prior to 3/31/17 the lockbox is closed.

Reasoning behind this proposal:

We believe that this proposal add sufficient security to the affordable housing component of Willits Town Center. The 2% tax subsidy is a necessary component to the hotel project. Under this proposal we are putting that money at risk if we don't get Block 7 started by next spring when we anticipate the hotel will open. WTC is doing and will continue to do what it takes to protect that income stream, which helps to make the hotel a viable project. We continue to stipulate that Block 7 will be the next building and that it will contain 50 affordable housing units.

Per Ehlers proposal we would replace point 3 above with the following:

From Davelusek

3. The Town of Basalt affirms its intent to provide up to \$500,000 in grant funding toward AHI's proposed 50 affordable housing units on Block 7.
 - The Town will commit its grant upon its review of AHI project financials (including development budget, plan of finance, and operating proforma), and its confirmation of an estimated funding gap equal to or greater than the grant amount. Town approval of the grant shall not be withheld unreasonably as long as the project demonstrates viability (with the Town grant and all other funding sources) and the project's financial elements are within ranges demonstrated by comparable LIHTC projects. Town disbursement of its grant will be pro-rata with other sources, and/or secured by a suitable guarantee of AHI project completion.

History:

A four story hotel is currently allowed on block 3. Construction on block 3 would not trigger affordable housing to be built because it is already platted. WTC, LLC proposal to build a hotel on block 12, with the proposal above means that affordable housing at Willits Town Center will start sooner than the PUD currently requires and 50 units will be delivered as opposed to 15.5.

Lodging or sales tax pass-through issue:

There is a threshold to invest. For us, on this project, it is 10-12% unlevered internal rate of return. Our base case projections do not meet this threshold. A combination of the 2% lodging or sales tax pass-through and increasing our average daily rate is needed. The pass-through is important because it is less of a burden on guests that just increasing the rate. We estimate that rate would need to increase by 4.5% to get 2% to the bottom line. It is also a psychological issue for guests; even with an additional 2% the total guest tax in less than Snowmass.

The lodging tax is needed because the site costs on Block 12 and the change in configuration of the hotel because of the size of this block added costs to the project. Moving the block also adds to the speed of delivery of affordable housing and is a driver for the development of the south side of Market Street. Both of these are important to WTC, LLC and the Town.

The backstop of sales tax if the public vote on the lodging tax increase fails is a risk, but it comes with great reward. Our estimate of tax revenue generated over 10 years is as follows:

	If lodging tax passes	If lodging tax fails
Sales tax – guest spending in Basalt	\$640,000	\$640,000

Sales tax – hotel	\$1,107,000	\$369,000
Lodging tax – ½ to Basalt	\$369,000	\$369,000
Total to Basalt over 10 years	\$2,116,000	\$1,378,000

TOWN OF BASALT
Worksession Item

Date: October 25, 2016
From: James Lindt AICP, Assistant
 Planning Director

SUBJECT: Consideration of Referral Comments to Eagle County regarding the Fields Subdivision and the Valley Road/Highway 82 Intersection west of City Market

DETAILS: The Town P&Z provided referral comments (attached) to Eagle County regarding the Fields Subdivision in September of 2015. The Fields Subdivision is a proposal for approximately 100 dwelling units on a property located to the west of the Summit Vista Subdivision (see attached map) in unincorporated Eagle County. Subsequent to the Town P&Z providing comments, the Roaring Fork Regional Planning Commission reviewed the application and recommended that the Eagle County Board of County Commissioners deny the application.

The Eagle County Board of County Commissioners (BOCC) followed with their initial review of the application in April of 2016. At the April 12th BOCC hearing, the BOCC continued the review as there was question about whether CDOT would accept the traffic solution proposed by the Applicant at the Valley Road/Highway 82 intersection. As a result, the Fields Applicant proposed several variations of improvements to the Valley Road/Highway 82 intersection, and CDOT has indicated that they could accept the last variation to the improvements proposed by the Fields Applicant.

At this meeting, Staff would suggest the Council discuss the following:

1. Whether Council would like to provide separate comments on the Fields Development Application than were provided by the P&Z (see P&Z's comments attached); and,
2. Whether Council has comments regarding the latest Valley Road/ Highway 82 intersection proposal.

Fields Development Application: Staff believes that the conclusions of the Town P&Z's letter regarding the Fields Development are still appropriate and applicable, with the exception of comments #4 and #5 regarding the intersection improvements and comment #6 regarding using the higher of the two jurisdiction's AH requirements. Additionally, the Sheriff's Department has boosted their staffing levels in the Roaring Fork Valley so the Town Police Chief believes that the comment about additional County law enforcement (Comment #7) is no longer necessary.

The Application no longer proposes to funnel the traffic to JW Drive as it did in the original application and a traffic signal at JW Drive/Highway 82 is no longer proposed. Staff would suggest amending Comment #4 in the P&Z's letter to reference any comments that the Council provides on the Highway 82/Valley Road intersection improvement described in the next section of this memo. Comment #6 in the P&Z's letter is also obsolete as the Town reduced the Town's AH mitigation to be comparable to Eagle County's requirements. Attached is an underline and strikethrough version to the P&Z's letter that has been converted to a letter that the Council could potentially send to Eagle County.

Valley Road/Highway 82 Intersection Improvement: The most recent proposal for the intersection is attached and labeled as Alternative #4. Eagle County Staff has completed a Pro and Con analysis (attached). The current proposal is a reduced version of the "Preferred Alternative" for the intersection that was formulated by a committee that included representatives from Eagle County, Pitkin County, Town of Basalt, CDOT, RFTA and others when Crown Mountain was in the process of preparing for the public vote on the Crown Mountain Recreation Center in 2013. Town Staff would like to solicit comments from the Council at the meeting regarding the proposed intersection improvement. Staff has also provided the proposed intersection improvement to City Market representatives to see if they have comments.

RECOMMENDATION: Staff recommends that the Council hear a presentation from Staff and the Applicant, ask questions, and then provide discussion. Staff would recommend that the Council direct Staff to transmit the draft letter regarding the Fields Application to Eagle County.

RECOMMENDATION FROM OTHER BOARDS: The P&Z provided a referral letter to Eagle County.

ATTACHMENTS: A) Draft Letter to Eagle County Regarding the Fields Development Application, B) Town P&Z's Letter Regarding the Fields, C) Intersection Alternative 4, D) Eagle County Staff Pro and Con Analysis on Alternative 4, E) Preferred Alternative from 2013 Crown Mountain Rec. Center Vote, F) Vicinity Map, G) Excerpts from Access Control Plan

A) Draft Referral
Letter

September 9, 2015 October 25, 2016

Sean Hanagan
Eagle County Community Development Department
PO Box 179
Eagle, CO 81631

RE: The Fields Subdivision Application Referral Comments

Dear Sean,

Thank you for the opportunity to respond to your revised referral on the Fields Subdivision Application. The following comments reflect the opinions of the Basalt ~~Planning and Zoning Commission~~ Town Council.

Comments:

1. The site is located outside of the Town's Urban Growth Boundary (UGB), and the Basalt Future Land Use Map in the 2007 Basalt Master Plan designates the site as existing land use. The Town's Intergovernmental Agreement (IGA) with Eagle County that was entered into by the respective organizations in 2008, establishes that the Eagle County supports the Town's UGB unless a greater public good results from development outside the UGB. The Town does not believe that a greater public good is achieved by the proposed Application. The ~~Town Planning and Zoning Commission~~ Basalt Town Council cannot support the proposed application and recommends that Eagle County deny the Application because it is not consistent with the Town's Master Plan or the adopted Highway 82 Access Control Plan.
2. During the Roaring Fork Regional Planning Commission (RFRPC) Meeting on November 1, 2012 regarding the Mid-Valley Area Community Plan, the RFRPC considered whether the property subject to this Application should be changed on the future land use map from Large Lot Residential to Urban/Suburban Residential. Town Staff provided testimony at the November 1, 2012 meeting identifying that the Property was well outside the Town's UGB and encouraging the RFRPC to maintain the property as Large Lot Residential. The RFRPC disagreed with the Town's Staff's testimony and decided to change the property to Urban/Suburban Residential.
3. Consistent with the Town's comments to the RFRPC when they were evaluating the future land use designation of the Property as part of the Mid-Valley Area Community Plan, the Town believes that the proposed density of 98 dwelling units is an urban/suburban level of development that belongs within the Town's UGB and not in the rural fringe as proposed. As such, the ~~Town Planning and~~

Zoning Commission Basalt Town Council does not feel that this is an appropriate location for 98-110 additional dwelling units unless significantly higher levels of affordable housing are to be built and phased proportionally with the free-market development.

4. ~~The proposed level of development in this location was not envisioned by the State Highway 82 Access Control Plan that was adopted by Eagle County, the Town of Basalt, and the Colorado Department of Transportation (CDOT) and the Town believes an amendment to the Access Control Plan should be processed. The traffic from the proposed subdivision will be funneled to the West Valley Road/Highway 82/JW Drive intersection that is already dangerous. Additionally, the Town anticipates that primary vehicular access to the site from up valley will be from the El Jebel Road/Highway 82 intersection which does not currently operate well and is not funded for improvement.~~

The site is also not located close to a transit stop in that it is $\frac{3}{4}$ of a mile from the El Jebel transit stops and requires a surface crossing of Highway 82 for pedestrians to get to the bus stops on JW Drive within the Blue Lake Subdivision.

5. ~~The Town is concerned about the safety of the intersection of West Valley Road and Highway 82. A traffic signal needs to be installed at the West Valley Road/Highway 82 intersection prior to the issuance of the first certificate of occupancy in the subdivision, regardless of how the funding for such an intersection improvement is established. That said, the State Highway 82 Access Control Plan referenced in Item No. 3 above, does not include a traffic signal at the West Valley Road/Highway 82 intersection. An amendment to the Access Control Plan would be needed prior to the installation of a traffic signal and the amendment would need to be adopted by Eagle County, the Town of Basalt, and CDOT.~~

- 5.6. ~~In the event that Eagle County is inclined to approve the Application, the Town recommends that there be a floor area limitation provided on each of the dwelling units. The original Application suggests that the target floor area is 2,100 square foot for the single-family dwellings and 1,100-1,800 for the duplex dwellings, but it indicates that the lot purchasers will decide what size of dwelling will be constructed on the lots. The Town feels that there needs to be limits on the size of the residences in the subdivision.~~

6. ~~In the event that Eagle County is inclined to approve of this Application, the Town recommends that the deed-restricted community housing be required to be provided proportionally to that of the free-market housing in the development. Additionally, the Town's IGA with Eagle County expresses that the County is to consider using the higher of the Town's and the County's Community Housing requirements, which in this case would be the Town's current requirement that 35% of the residential square footage be provided in price/rent capped units. It should be noted that the Town is considering a reduction in the Town's inclusionary housing requirements to 25%.~~

~~6.7.~~The Town is also concerned about the ability of the mid-valley to absorb the services needed to accommodate a development of this nature in addition to all of the development proposed elsewhere in the El Jebel area. Specifically, the Town is concerned about the proposed development's impact on the School District and the critical daycare situation in the mid-valley. In the event that Eagle County is inclined to approve the Application, the Town recommends that Eagle County require a contribution be made by the Applicant to mitigate the proposed development's impact on the local schools and daycares that would serve the development. ~~Additionally, the Town believes that the proposed development will have a significant impact on the Town's Police Services. Due to the Town's central location in the mid-valley, the Town is often the first responder to traffic accidents and calls to residences businesses in unincorporated Eagle County.~~

~~In the event that Eagle County is inclined to approved of this Application, the Town also requests that a mechanism be formulated that would ensure that the Town is reimbursed for Town services to make up for existing law enforcement deficiencies in Eagle County's service of the Roaring Fork Valley and to cover the proposed development. The Town recommends that \$55,004.52 (calculation methodology attached) be provided to the Town on an annual basis to reimburse the Town for expected Town Police services to help Eagle County provide law enforcement services to the proposed development. The Town believes that this annual reimbursement should be paid beginning upon the issuance of the first certificates of occupancy within the development and should include an annual escalator to account for inflation.~~

This letter constitutes referral comments of the Town on the revised application under the provisions of the Intergovernmental Agreement signed by the Town and Eagle County on September 23, 2008.

If you have questions about the above comments or need clarification, please contact Susan Philp or James Lindt at the Basalt Planning Office at 970-927-4701.

Sincerely,

Jacque R. Whitsitt
Mayor, Town of Basalt

CC: Susan Philp, Town Planning Director
James Lindt, Assistant Planning Director
Basalt Town Council
Basalt Planning and Zoning Commission

B) Town PtZ's
Letter

September 9, 2015

Sean Hanagan
Eagle County Community Development Department
PO Box 179
Eagle, CO 81631



RE: The Fields Subdivision Application Referral Comments

Dear Sean,

Thank you for the opportunity to respond to your referral on the Fields Subdivision Application. The following comments reflect the opinions of the Basalt Planning and Zoning Commission.

Comments:

1. The site is located outside of the Town's Urban Growth Boundary (UGB), and the Basalt Future Land Use Map in the 2007 Basalt Master Plan designates the site as existing land use. The Town's Intergovernmental Agreement (IGA) with Eagle County that was entered into by the respective organizations in 2008, establishes that the Eagle County supports the Town's UGB unless a greater public good results from development outside the UGB. The Town does not believe that a greater public good is achieved by the proposed Application. The Town Planning and Zoning Commission cannot support the proposed application and recommends that Eagle County deny the Application because it is not consistent with the Town's Master Plan or the adopted Highway 82 Access Control Plan.
2. During the Roaring Fork Regional Planning Commission (RFRPC) Meeting on November 1, 2012 regarding the Mid-Valley Area Community Plan, the RFRPC considered whether the property subject to this Application should be changed on the future land use map from Large Lot Residential to Urban/Suburban Residential. Town Staff provided testimony at the November 1, 2012 meeting identifying that the Property was well outside the Town's UGB and encouraging the RFRPC to maintain the property as Large Lot Residential. The RFRPC disagreed with the Town's Staff's testimony and decided to change the property to Urban/Suburban Residential.
3. Consistent with the Town's comments to the RFRPC when they were evaluating the future land use designation of the Property as part of the Mid-Valley Area Community Plan, the Town believes that the proposed density of 98 dwelling units is an urban/suburban level of development that belongs within the Town's UGB and not in the rural fringe as proposed. As such, the Town Planning and Zoning Commission does not feel that this is an appropriate location for 98

additional dwelling units unless significantly higher levels of affordable housing are to be built and phased proportionally with the free-market development.

4. The proposed level of development in this location was not envisioned by the State Highway 82 Access Control Plan that was adopted by Eagle County, the Town of Basalt, and the Colorado Department of Transportation (CDOT). The traffic from the proposed subdivision will be funneled to the West Valley Road/Highway 82/JW Drive intersection that is already dangerous. Additionally, the Town anticipates that primary vehicular access to the site from up-valley will be from the El Jebel Road/Highway 82 intersection which does not currently operate well and is not funded for improvement.

The site is also not located close to a transit stop in that it is $\frac{3}{4}$ of a mile from the El Jebel transit stops and requires a surface crossing of Highway 82 for pedestrians to get to the bus stops on JW Drive within the Blue Lake Subdivision.

5. The Town is concerned about the safety of the intersection of West Valley Road and Highway 82. A traffic signal needs to be installed at the West Valley Road/Highway 82 intersection prior to the issuance of the first certificate of occupancy in the subdivision, regardless of how the funding for such an intersection improvement is established. That said, the State Highway 82 Access Control Plan referenced in Item No. 3 above, does not include a traffic signal at the West Valley Road/Highway 82 intersection. An amendment to the Access Control Plan would be needed prior to the installation of a traffic signal and the amendment would need to be adopted by Eagle County, the Town of Basalt, and CDOT.
6. In the event that Eagle County is inclined to approve the Application, the Town recommends that there be a floor area limitation provided on each of the dwelling units. The Application suggests that the target floor area is 2,100 square foot for the single-family dwellings and 1,100-1,800 for the duplex dwellings, but it indicates that the lot purchasers will decide what size of dwelling will be constructed on the lots. The Town feels that there needs to be limits on the size of the residences in the subdivision.
7. In the event that Eagle County is inclined to approve of this Application, the Town recommends that the deed-restricted community housing be required to be provided proportionally to that of the free-market housing in the development. Additionally, the Town's IGA with Eagle County expresses that the County is to consider using the higher of the Town's and the County's Community Housing requirements, which in this case would be the Town's current requirement that 35% of the residential square footage be provided in price/rent capped units. It should be noted that the Town is considering a reduction in the Town's Inclusionary housing requirements to 25%.
8. The Town is also concerned about the ability of the mid-valley to absorb the services needed to accommodate a development of this nature in addition to all of the development proposed elsewhere in the El Jebel area. Specifically, the

Town is concerned about the proposed development's impact on the School District and the critical daycare situation in the mid-valley. In the event that Eagle County is inclined to approve the Application, the Town recommends that Eagle County require a contribution be made by the Applicant to mitigate the proposed development's impact on the local schools and daycares that would serve the development. Additionally, the Town believes that the proposed development will have a significant impact on the Town's Police Services. Due to the Town's central location in the mid-valley, the Town is often the first responder to traffic accidents and calls to residences businesses in unincorporated Eagle County.

In the event that Eagle County is inclined to approved of this Application, the Town also requests that a mechanism be formulated that would ensure that the Town is reimbursed for Town services to make up for existing law enforcement deficiencies in Eagle County's service of the Roaring Fork Valley and to cover the proposed development. The Town recommends that \$55,004.52 (calculation methodology attached) be provided to the Town on an annual basis to reimburse the Town for expected Town Police services to help Eagle County provide law enforcement services to the proposed development. The Town believes that this annual reimbursement should be paid beginning upon the issuance of the first certificates of occupancy within the development and should include an annual escalator to account for inflation.

This letter constitutes referral comments of the Planning Staff under the provisions of the Intergovernmental Agreement signed by the Town and Eagle County on September 23, 2008.

If you have questions about the above comments or need clarification, please contact Susan Philp or James Lindt at the Basalt Planning Office at 970-927-4701.

Sincerely,



Dylan Johns
Chair, Basalt Planning and Zoning Commission

CC: Susan Philp, Town Planning Director
James Lindt, Assistant Planning Director
Basalt Town Council

Fields Law Enforcement Costs- Town of Basalt

Basalt Police Anticipate to Handle Approximately 8,073 Calls for Service in 2014

2,236 dwelling units outside Town limits, but in 3-mile planning area in 2004 X 2.54
residents per unit= 5,679 people

8,073 calls for service divided by 5,679 people= 1.42 calls per resident outside the
Town limits

98 New Units in Fields Development x 2.54 residents per unit= 249 New People

249 New People X 1.42 calls per resident= 354 New Calls

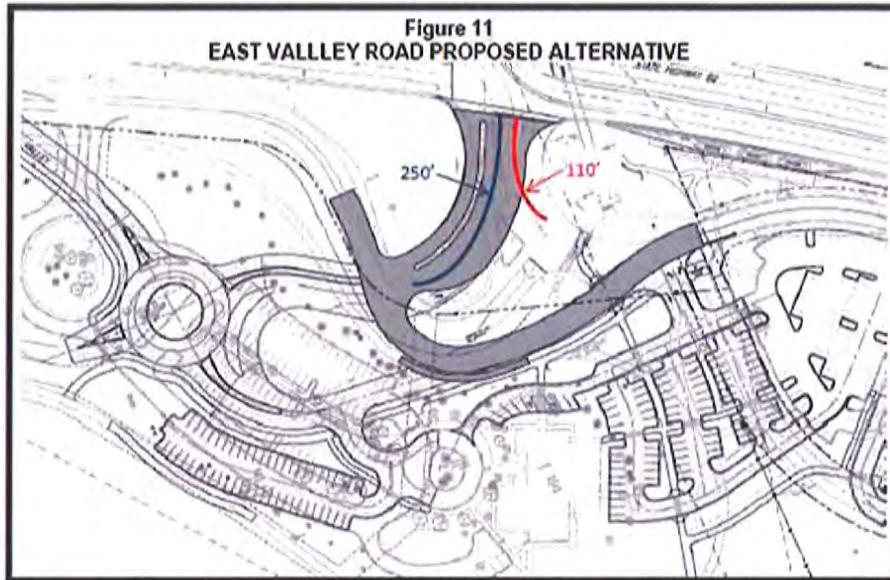
354 New Calls for Service x \$155.38 Cost to Provide Service Per Call= \$ 55,004.52 per
Year at Buildout

C) Intersection Alternative #4

The Fields Subdivision
Eagle County Planning Commission Hearing Date: 12.17.15
BOCC Hearing Date: 4.12.16

Proposal #4

- Proposed interim mitigation of relocating East Valley Rd/Valley Rd intersection further away from SH82 to increase queuing storage for SH82
- Widening Valley Rd at the Intersection of SH82 to add a right turn lane
- Constructing a 5' wide trail along the north side of Valley Rd from the Fields eastern property line and the intersection of Valley Court to provide pedestrian access



Add a right-turn lane at SH82



D) Eagle County
Staff Pro + Con
Analysis on
Intersection
Alt.

Construct 5' sidewalk along N. Valley Rd



Proposal # 4 staff comments:

- Applicant agreed to preserve access to their access easement on the west side of their parcel
- Sidewalks should be constructed in front of residential units
- Sidewalks/trails should be constructed along the development's Valley Rd Frontage to Valley Ct
- The two development accesses are in close proximity and are offset from opposite side access, not ideal
- Valley Rd/SH82 intersection is not at an acceptable LOS (Level of Service)
- E. Valley Rd/SH82 and Valley Rd/E. Valley Rd intersections are not at an acceptable LOS
- Interim mitigation improvements do not meet turning paths of a WB50; Turning paths are required for all movements for review. Footprint of proposed mitigation will likely change
- Proposed Traffic Mitigation:
 - Pros:
 - Interim mitigation will improve E Valley Rd/SH82 intersection by increasing queuing storage capacity. The applicant has demonstrated the improved intersection with the development traffic will operate better than the unimproved intersection without the development traffic
 - A right-turn lane at Valley Rd/SH82 Intersection will facilitate access onto SH82 and may take some traffic pressures off of E Valley Rd/SH82
 - Sidewalks/trails along Valley Rd will improve the pedestrian safety
 - Valley Rd widths vary from 22' - 24' with 2' - 3' gravel shoulders
 - Development traffic volumes acceptable for Valley Rd Road Segment
 - Edge line striping may help with traffic calming
 - Cons:
 - Interim mitigation will not improve E Valley Rd/SH82 and Valley Rd/E Valley Rd intersections to an acceptable (Level of Service) LOS
 - The addition of a right-turn lane at Valley Rd/SH82 intersection will not bring the intersection to an acceptable LOS

Proposed Traffic Mitigation



- **Pros:**

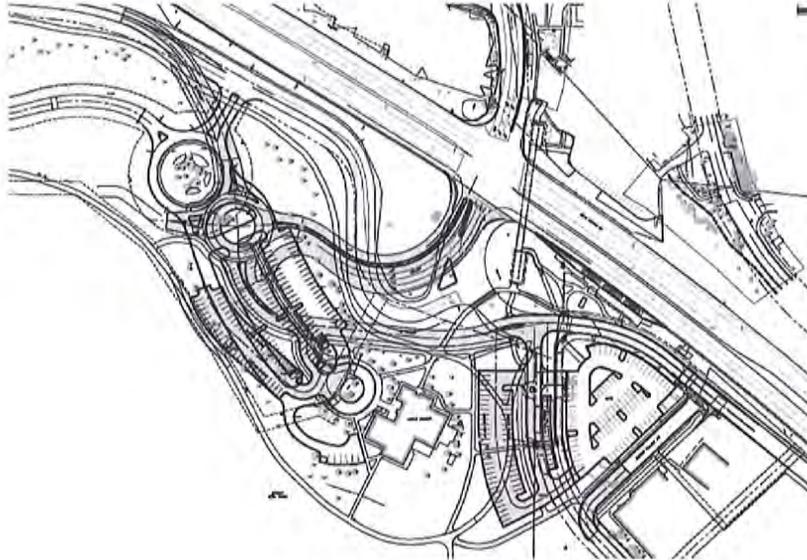
- Interim mitigation will improve E Valley Rd/SH82 intersection by increasing queuing storage capacity. The applicant has demonstrated the improved intersection with the development traffic will operate better than the unimproved intersection without the development traffic
- A right-turn lane at Valley Rd/SH82 Intersection will facilitate access onto SH82 and may take some traffic pressures off of E Valley Rd/SH82
- Sidewalks/trails along Valley Rd will improve the pedestrian safety
 - Valley Rd widths vary from 22' - 24' with 2' - 3' gravel shoulders
 - Development traffic volumes acceptable for Valley Rd Road Segment
 - Edge line striping may help with traffic calming

- **Cons:**

- Interim mitigation will not improve E Valley Rd/SH82 and Valley Rd/E Valley Rd intersections to an acceptable (Level of Service) LOS
- Roundabout intersections have been show safer (reduced # accidents/severity)
- The addition of a right-turn lane at Valley Rd/SH82 intersection will not bring the intersection to an acceptable LOS

E) Preferred Alternative from 2013 Crown Mtn. Rec. Center Vote

process where a Project Leadership Team (PLT) led the design. The PLT consisted of Eagle County, Pitkin County, Town of Basalt, CDOT, CMPRD, RFTA, BRFPD, Business Owners, local community leaders and Sopris Village HOA. The preferred alternative below was selected. In the fall of 2013, the CMPRD ballot initiative to fund the Recreation Center was not approved and the design was halted.



In 2014, CMPRD requested to implement uses that were approved in the PUD amendment up to the allowable limit of the CDOT access permit. CDOT approved the additional CMPRD uses thus resulting in the requirement that any additional traffic generated along Valley Rd will require a new CDOT Access Permit and traffic mitigation.

Valley Road Realignment Project:

- The preferred alternative was estimated at \$3.7M at 30% designed in 2013
- Planning estimate to complete the design and construct the improvement ~ \$4M - \$4.5M

Summary of Traffic Studies in the El Jebel Area:

Area of Impact



G. Excerpts From Access Control Plan

VI. ACCESS CONTROL PLAN

The SH 82 Access Control Plan presented in this section identifies the recommended access points as well as the type of traffic control along the entire corridor. However, if the level of development changes from what is contained on the original access permit, the owner of the property where the access is located must reapply to the Colorado Department of Transportation. The Colorado Department of Transportation will determine whether or not the property owner is allowed to keep the access. In addition, access points along the state highway system may be closed, moved, or modified when a state highway is reconstructed by the Colorado Department of Transportation.

The SH 82 corridor was subdivided into six segments. The limits of these segments are depicted in Figure 16.

Segment No. 1 - Eagle/Garfield County Line to JW Drive/Valley Road

No new accesses shall be allowed in this segment of SH 82. In addition, the intersection of JW Drive/Valley Road shall not be signalized. This intersection barely meets signal warrants in 2020. If this intersection were to be signalized, it might encourage some motorists to use it rather than the El Jebel Road intersection. The *Access Control Plan* shall not cause more traffic to use either JW Drive or Valley Road.

A bus stop should be established along SH 82 at JW Drive/Valley Road. The westbound/northbound bus stop should be west of JW Drive and the eastbound/southbound bus stop should be east of Valley Road. Either a pedestrian overpass or underpass with adequate lighting should be constructed across SH 82. This would provide a safe way for bus riders to cross SH 82, since a traffic signal is not being recommended for the intersection. Figure 17 depicts the *Access Control Plan* for Segment No. 1.

Segment No. 2 - JW Drive/Valley Road to El Jebel Road

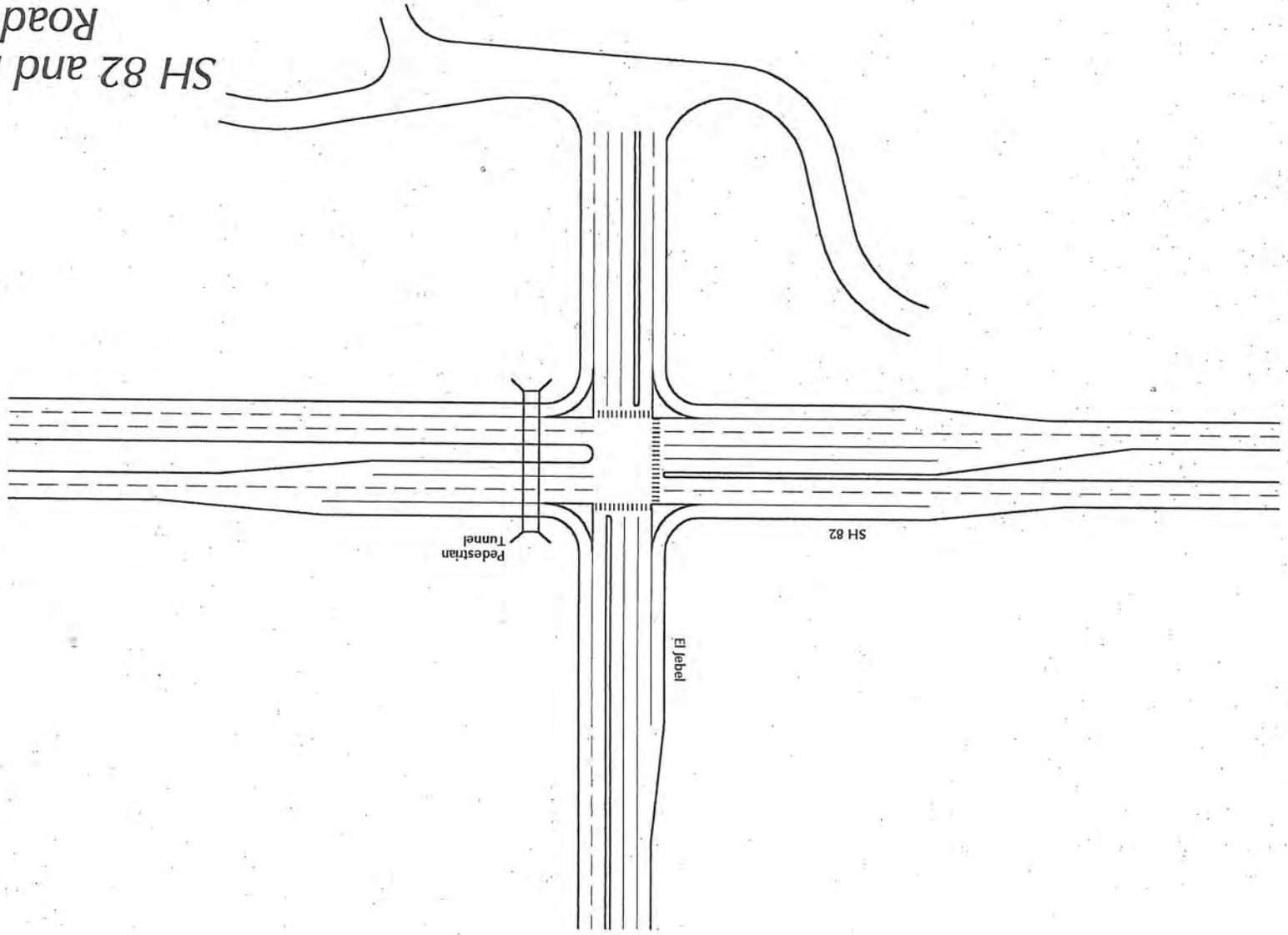
No new accesses shall be permitted along this segment of SH 82. Therefore, no change is being recommended for the two access points into the Amoco Service Station. However, if either the level of development for the Amoco Service Station changes from what is contained on the original access permit or upon reconstruction of the highway, in accordance with the *State Highway Access Code*, the Colorado Department of Transportation may close these two access points since the property can get access to Valley Road on the south of the property.

Some minor improvements shall be made at the intersection of SH 82 and El Jebel Road. Specifically, free right-turns shall be provided for all of the approaches. Acceleration and deceleration lanes already exist along SH 82. Islands would have to be installed at each of the approaches to facilitate the free right-turn. This would allow right-turning vehicles to make their turn without having to stop at the traffic signal. In addition, an eastbound/southbound double left-turn lane is needed at the intersection of El Jebel Road and SH 82. However, the second eastbound left-turn lane cannot be constructed until El Jebel Road is widened to four lanes. Figure 18 depicts the *Access Control Plan* for Segment No. 2. Figure 19 depicts the recommended layout for the SH 82 and El Jebel Road intersection.

SH 82 Access Control Plan (LSC #001790)
February, 2002

SH 82 and El Jebel Road Layout

Figure 19



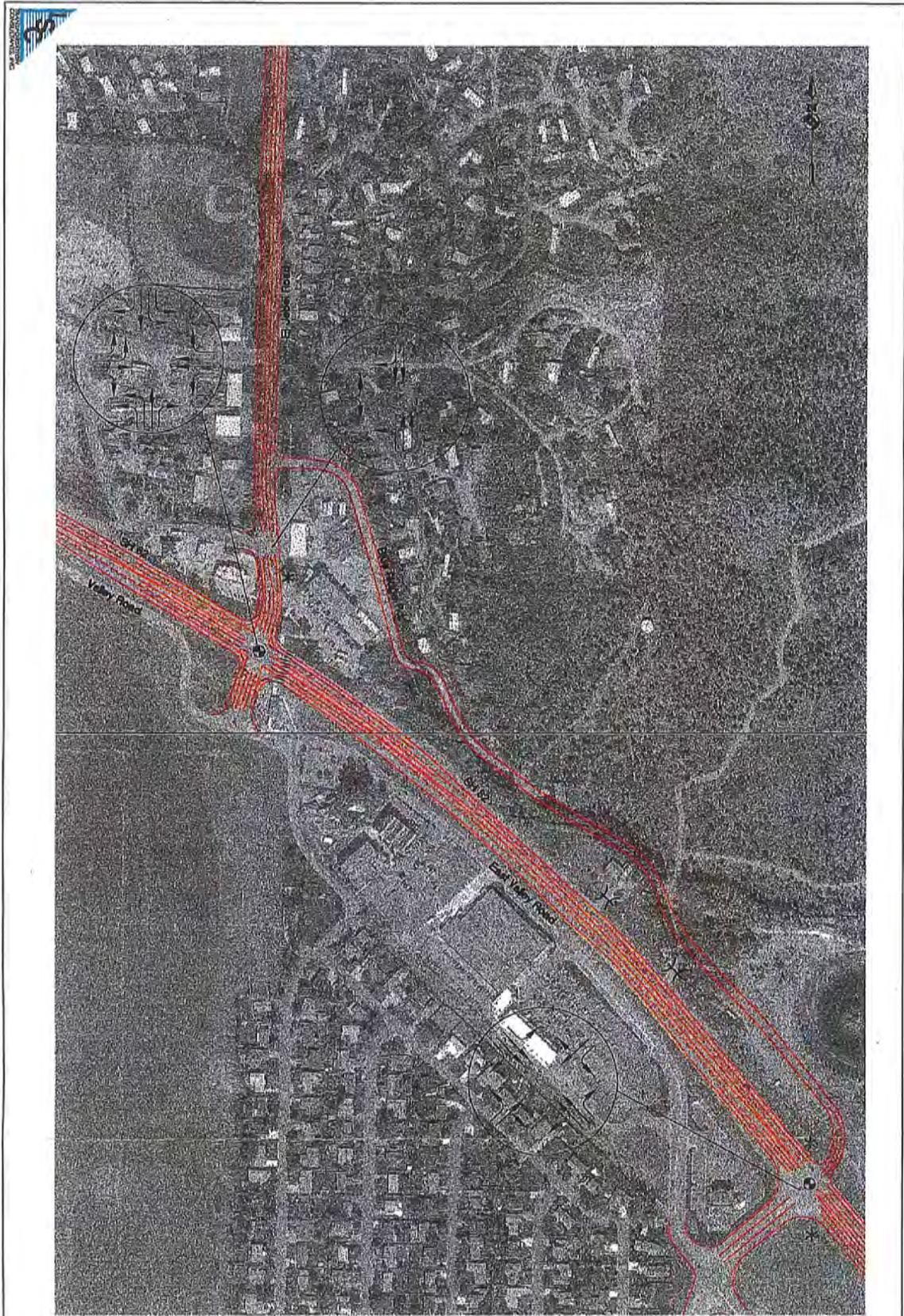
Pedestrian
Tunnel

SH 82

El Jebel

Approximate Scale
Scale: 1" = 140'





LEGEND:

- * = Bus Stop
- ||| = Pedestrian Underpass
- ⊙ = Traffic Signal
- ⊘ = Access Closed

Figure 20
 Segment No. 3
 El Jebel Road to
 Willits Lane (North)
 February, 2002

SH 82 Access Control Plan (LSC #001790)

TOWN OF BASALT
Action Item

Date: October 25, 2016
From: Jim Wilson, Building Official

SUBJECT: Consideration of Ordinance on second reading to amend Chapter 18, Building Code to adopt by reference the 2015 Edition of the International Energy Conservation Code

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

DETAILS/BACKGROUND:

This code amendment is being processed at the request of the Basalt Green Team.

2007 was the last time that the Town comprehensively adopted building codes. There is a menu of codes which the Town adopts to regulate construction and building activity in the Town of Basalt.

The Town adopted amendments to its sustainable building regulations in the Town of Basalt earlier this year. Adoption of the 2015 energy code is a significant step toward improving energy efficiency of buildings in the Town of Basalt.

The Building Department plans on bringing the other codes to the Council for adoption in the first quarter of 2017. The current work load has not allowed the review of the other codes which is advisable before their adoption.

You can download the IECC from the Building Departments page on the Town's website. It can be found on left side of the Building Departments page right under News Flash.

Related Town Statute and or Town Actions: 2015 Work Plan goals to create a net zero downtown.

Attachments Ordinance No. 27, Series of 2017; Print from Town website showing link to code; Sustainability Matrix developed by CORE August 2016; Progress of Model Codes in the United States

Town of Basalt
Ordinance No. 27
Series of 2016

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BASALT,
COLORADO, REPEALING AND READOPTING SECTION 18-41 ADOPTION OF IECC
BY REFERENCES IN CHAPTER 18, BUILDING REGULATIONS, OF THE
MUNICIPAL CODE OF THE TOWN OF BASALT, COLORADO, AND ADOPTING BY
REFERENCE THE 2015 EDITION OF THE INTERNATIONAL ENERGY
CONSERVATION CODE**

A. The Town of Basalt ("Town"), acting by and through its Town Council ("Town Council"), has the power to amend the Municipal Code of the Town of Basalt ("Town Code") pursuant to the Home Rule Charter for the Town of Basalt and Section 1-58, Town Code, and all such amendments shall become a part of the Town Code.

B. The Town Council desires to adopt, for the benefit of the Town, by regulating construction activity and the business of developing and improving real property within the Town, the 2015 edition of the International Energy Conservation, Code.

C. The International Energy Conservation code adopted by reference is an update of the International Energy code currently in effect.

D. At a public meeting held on September 27, 2016, the Town Council considered the following amendments to Chapter 18 of the Town Code on first reading and scheduled a public hearing and second reading for the ordinance for October 18, 2016, for a meeting beginning no earlier than 6:00 pm at the Basalt Town Hall, 101 Midland Avenue, Basalt, Colorado. Said public hearing was continued to October 25, 2016 on October 18, 2016.

E. At a public hearing and second reading on October 25, 2016 the Town Council heard evidence and testimony as offered by the Town Staff and members of the public.

F. The Town Council finds and determines it is in the best interests of the Town to amend the Town Code as provided herein and is reasonably necessary to promote the legitimate public purposes of the public health, safety and welfare.

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

1. Article III, Section 18-41 of the Basalt Municipal Code, is hereby repealed and reenacted to read as follows:

Article III Energy Code

Section 18-41. Adoption of IECC by Reference.

(a) Pursuant to Title 31, Article 16, Part 2, C.R.S., The International Energy Conservation Code, 2015 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795 is hereby adopted, by reference thereto subject to the following deletions, amendments, additions and modifications:

(1) Section C101.1, Title, is amended by the insertion of "Town of Basalt" as the name of jurisdiction.

(2) Section R101.1, Title, is amended by the insertion of "Town of Basalt" as the name of jurisdiction.

2. 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 that 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.

3. Effective Date. This ordinance will take effect 14 days after publication.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON October 18, 2016, by a vote of 7 to 0 on September 27, 2016. On October 25, 2016, said Public Hearing was continued to October 25, 2016

READ ON SECOND READING AND ADOPTED, by a vote of ___ to ___ on _____, 2016

This ordinance will take effect 14 days after final publication.

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

Pamela K. Schilling, Town Clerk

First Publication: _____
Final Publication: _____
Effective Date: _____

Building Department's page on the Town's website

Building

Codes and Loads (design info)

- [Local Design Guidelines](#)
- [Local Code Amendments](#)
- [Sustainable Building Regulations](#)

CALL BEFORE YOU DIG!



Permit Application Forms

- [Building Permit Application](#)
- [Mechanical Permit Application](#)
- [Building Permit Fees](#)
- [Mechanical Permit Fees](#)
- [Residential Energy Code Certificate](#)
- [Residential Energy Code Handout](#)
- [Electrical and Plumbing](#)
- [SBR Type I \(SF\) Checklist Excel version](#)
- [SBR Type I \(SF\) Guidelines](#)

Contractor Licensing

- [2016 CONTRACTOR APPLICATION form](#)
- [Worker's Comp Waiver](#)

Permits Issued

View the [permits that have been issued](#) by month, for the past year.

B.E.S.T. Testing

Demonstrate your code proficiency/competence! The B.E.S.T. program (Board of Examiners for Standardized Testing) was established in 1994. It is an intergovernmental reciprocity agreement started by local jurisdictions in the Roaring Fork Valley, which has since expanded to include the I-70 corridor, west to Rifle. The program eliminates the need for a contractor license candidate to test in each jurisdiction to qualify for a license. A B.E.S.T. cardholder need only present the card to demonstrate code comprehension. It is not a

Contact Us

Jim Wilson

Building Official
[Email](#)

Ph: 970-927-4702

Ph: 970-927-4702

(Inspection Line)

[Staff Directory](#)

News Flash

2015 IECC COMING SOON!

At their regular meeting on September 27, 2016 Basalt Town Council approved the first reading of an ordinance adopting the 2015 edition of the International Energy Conservation Code, without amendments.

[Read on...](#)



Commercial/Multi-family Sustainable Building Regulations Adopted

Ordinance 21, Series of 2015 was adopted by Town Council on 12/8/15 and became effective on 12/31/15. The ordinance expanded Sustainable Building Regulations (SBR) to commercial and multi-family construction (Part II).

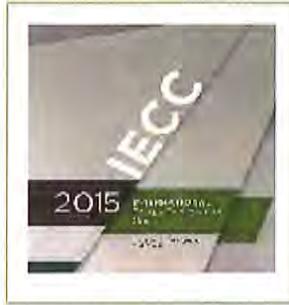
[Read on...](#)

Building

Posted on: October 4, 2016

2015 IECC COMING SOON!

This update from the 2006 edition was made at the request of the Town's Green Team. Second (and final) reading is scheduled for October 25, 2016 at a time to be determined (after 6:00 PM). The 2015 International Energy Conservation Code may be previewed at the link provided below. Comment to the building department in advance of the meeting; or come to the meeting and be heard!



Tools

- [RSS](#)
- [Notify Me®](#)

Categories

- [All Categories](#)
- [Building](#)
- [Home](#)

→ [2015 IECC link](#) *

Next ⇒

[Commercial/Multi-family Sustainable Building Regulations Adopted](#)

Other News in Building

Commercial/Multi-family Sustainable Building Regulations Adopted

Posted on: January 4, 2016

Sustainability Matrix

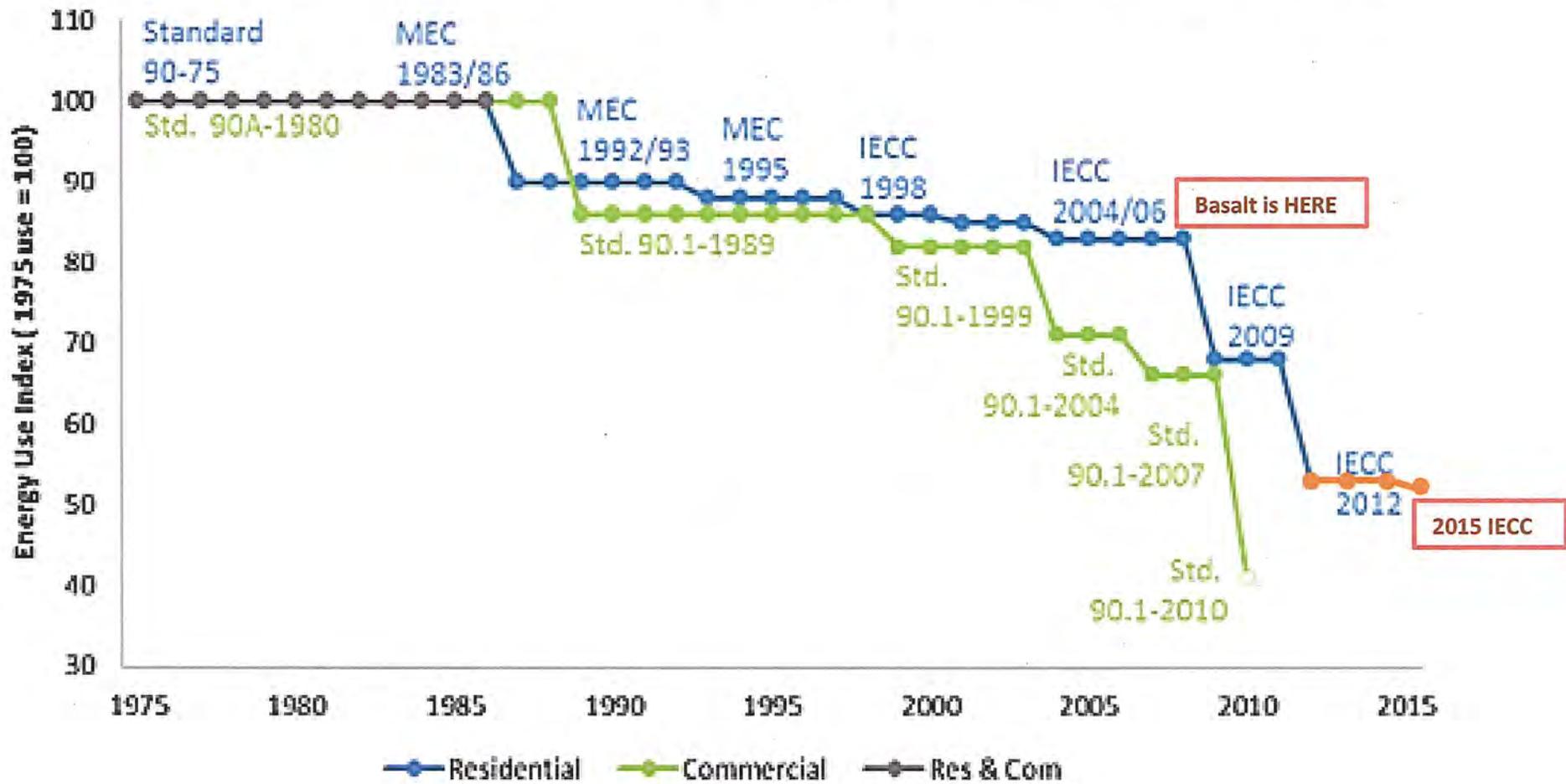
Last Updated: August 16, 2016

Setting the Standard	Making Progress	Yet to be Addressed
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Program/Policy	Details	Aspen	Basalt	Carbondale	Glenwood Springs	Snowmass Village	Eagle County	Garfield County	Pitkin County
Green Building Code(s)	<i>Sustainable building guidelines such as Efficient Building Program, Green Build or LEED.</i>	Renewable Energy Mitigation Program (REMP) which will be amended to be included in the 2015 Int Codes. EBC is optional.	Sustainable Building Regulations (SBR) were adopted in 2009. Commercial/Multifamily SBR was adopted in 2015. Basalt REMP in effect.	Residential Efficient Building Program		Renewable Energy Offset Program (REOP)	ECObuild		EBP will be amended to be included in the 2015 Int Codes. REMP will be amended to be included in the 2015 Int Codes.
ICC (International Code Council) Code Adoption	<i>The suite of codes includes IBC, IRC, IECC, IGCC, IPC, IMC, IFGC, ISPSC, and others. International Green Construction Code (IGCC) is a nationally recognized a performance and prescriptive code supporting sustainable building practices. Codes are created on 3 year intervals, with the 2015 code is the most recent version.</i>	ICC 2009	ICC 2009	2012 IGCC; 2009 IRC, IBC, IMC, IPC, IFGC, IECC; 2008 NEC	ICC 2009	ICC 2015	ICC 2009, 2015 in-progress	2015 IBC, IBC, IFGC, IMC, IPC; 2009 IECC	ICC 2009, 2015 in-progress

Progress of model codes in the United States

Efficiency Improvements in ASHRAE Std. 90.1 and IECC (1975-2012)



Source: National Resources Defense Council (1975-2012)

— DOE 2012/2015 IECC Determination of Energy Savings

TOWN OF BASALT
Action Item

Date: October 25, 2016
From: James Lindt AICP, Assistant
 Planning Director

SUBJECT: Consideration of a Resolution to approve a Special Event Activity Permit to allow for a pumpkin patch to be provided by Toni Kronberg on the Basalt River Park Property from October 26th through November 24th.

RECOMMENDATION: Staff recommends that Council consider whether to permit Toni Kronberg to provide a pumpkin patch on the Basalt River Park Property from October 26th through November 24th. If the Council is comfortable with the request, Staff recommend that the Council approve the attached resolution.

DETAILS: The purpose of this agenda item is to consider approving a Special Event Activity Permit to allow Toni Kronberg to layout approximately 80 pumpkins on the Basalt River Park Property for the public to come and take for their use.

The request requires a resolution as it is a recurring use of a Town Park. Staff has prepared a draft resolution that is attached. Conditions in the draft resolution would limit the dates allowed for the pumpkin patch to October 26th through November 6th as Staff is concerned about the pumpkins sitting outside for an extended period of time and becoming rotten and about the potential for vandalism if they are allowed for an extended period. Additionally, conditions are proposed that would require the Applicant to pick up all of the pumpkins and trash associated with the proposed pumpkin patch at the conclusion of the event and to ensure that the trash associated with the pumpkin patch is removed on a daily basis. The conditions include a requirement for the Applicant to put up a \$150 refundable deposit to ensure the cleaning of the site of pumpkins and trash associated with the pumpkins.

Given that the Basalt River Park Property is subject to the ballot questions in the upcoming election, the Town's Bond Counsel, Paul Wisor, suggested that the Resolution contain language making it clear that any citizen or group has the ability to hold similar events on the same portions of the Basalt River Park Property at the same cost that the Town is allowing for this event.

RECOMMENDATIONS FROM OTHER BOARDS: The P&Z does not review special event applications.

RELATED TOWN STATUTE AND TOWN ACTIONS: Resolution No. 13, Series of 2013 adopting a Special Event Review Policy pursuant to Town Council Policy No. 104.

ATTACHMENTS: A) Draft Resolution; B) Application

A) Draft
Reso

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, GRANTING
SPECIAL EVENT ACTIVITY PERMIT APPROVAL FOR A PUMPKIN PATCH ON THE
BASALT RIVER PARK PROPERTY**

**Town of Basalt, Colorado
Resolution No. 45
Series of 2016**

RECITALS

1. Toni Kronberg ("Applicant"), has requested approval for a Special Event Activity Permit to operate a pumpkin patch on the Town-owned Basalt River Park Property from October 26th through November 24th.
2. The use of public spaces on a recurring basis for multiple days requires approval of resolution by the Town Council pursuant to Town Council Policy No. 104 related to Special Events.
3. Town Staff has reviewed the request and recommended limiting the amount of time for the pumpkin patch to October 26th through November 6th to avoid rotting of the pumpkins and limiting the potential for vandalism.
4. The Basalt Town Council considered the application at a public meeting on October 25, 2016.
5. The Basalt Town Council finds that the Applicant's request is consistent with the applicable provisions of the Town Code, provided Applicant adheres to the conditions identified in this Resolution.
6. Given that the Basalt River Park Property is subject to a ballot initiative that is to be included on the ballot for an upcoming election, the Town would like to make it clear that this application is being sponsored by a private citizen and that other citizens or groups have the ability to hold similar events on the same portion of the Basalt River Park Property for the same costs as long as they are approved through the Town's Special Event Permit process.

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

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

The Basalt Town Council incorporates the above recitals and all exhibits as references and as findings and determinations, and conclusively makes all of the findings of fact, determinations and conclusions contained herein.

FINDINGS

Based on the evidence, testimony, exhibits, and comments from the public, Applicant, and Town staff, the Basalt Town Council Finds and determines that the proposed use does not violate any standard of the Land Use Code.

CONCLUSIONS

Based on the evidence, testimony, exhibits, and comments from the public, Applicant and Town Staff, the Basalt Town Council hereby grants approval for the Special Event Activity Permit for the pumpkin patch on the Basalt River Park Property subject to the conditions contained herein and within **Exhibit A**.

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

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

By: _____
Pam Schilling, Clerk

Exhibit A

1. Applicant shall adhere to all material representations made in, or in connection with this application.
2. The Special Event Activity Permit is approved to hold the pumpkin patch between October 26, 2016 and November 6, 2016.
3. Applicant shall remove all of the remaining pumpkins at the end of the event and any trash associated with the pumpkins. Additionally, on a daily basis the Applicant shall pick up any trash that is associated with the pumpkins. The Applicant shall provide a refundable \$150 deposit to ensure that the pumpkins are cleaned up.
4. Applicant shall not place pumpkins in a manner that blocks the pathways on the Basalt River Park Property.
5. Access to the pumpkin patch shall be from Midland Avenue and not through the Roaring Fork Community Development Corporation's Property.
6. The Town Manager may approve insubstantial changes to the proposal. Additionally, if the pumpkin patch becomes a nuisance the Town Manager may require the removal of the pumpkin patch prior to the event end date specified herein and use the deposit.

B) Application

To be filled out by the Town
Filed: ___/___/___

Town of Basalt

Special Event Application

Contact Information

Name of Event Organizer (Primary): Toni KRONBERG
Phone number: 970-379-1519
Fax number: —
E mail (if available): toni.waterbabies@gmail.com
Mailing Address: PO 4554 Aspen COLO 81612

Name of Event Organizer (Secondary): X
Phone number: X
Fax number: X
E mail (if available): X
Mailing Address: X

Event Information: (similar to AIRPORTS Display) with DATES OF

Name of event: Pumpkin Patch - straw + snowscow
Date(s) of event: FROM NOW UNTIL THANKSGIVING
Location of event: PAN + FORK BASALT OWNED PARK
Times of the event: —

Description of event: Would like to DONATE approx. 80 pumpkins to Basalt's PAN + FORK PARK FOR HOLIDAY COLORS. Pumpkins to line entry walkway + path to RIVER.

Expected number of patrons: SIMILAR to LIBRARY'S NATURE WALK
Anticipated number of vendors: 0

Is on-site preparation of food proposed? ___ Yes No

Is alcohol distribution or consumption proposed? ___ Yes No

please NOTE: pumpkins will be put in place by Toni Kronberg. NO labor costs for Basalt.

If alcohol distribution is proposed, have you applied for a Town of Basalt Liquor License? NA

Yes No

Is there a charge to participate in the event? Yes No

If so, how much? 0

Is the event being organized by the non-profit entity? Yes No

How will the event benefit the community? SHOWCASE PANT FOLK
WALKWAY TO RIVER WITH VIEWS
OF LIBRARY'S ~~NATURE~~ WALKWAY

Is closure of streets or parking requested? Yes No

If closure is requested, please describe location of requested closure: NA

Are tents proposed? Yes No

Is the installation of stakes in a Town Park proposed? Yes No (if so, a \$200 refundable deposit shall be required)

Are Town security resources requested? Yes No

Application Submittal Items:

Event Site Map (Include the location of the following: toilet facilities, hand washing facilities, vendor locations, band or DJ, trash facilities, temporary fencing, event signage, tents with dimensions)

Written Consent from Property Owner (if event is proposed on private property)

Proof of Liability Insurance

Emergency Access Plan

Schedule for delivery and pick-up of portable toilet and handwash facilities

- _____ Plan for Distribution of Drinking Water to Patrons
- _____ Written Responses as to the Event's Compliance with the Town's Green Events Checklist
- _____ Copy of Completed Liquor License Application (if alcohol is proposed to be sold or distributed)
- _____ Completed Town Park Use Form (if use of a Town Park is requested)
- _____ Parking and Transportation Plan (Include number and location of traffic control volunteers)

TOWN OF BASALT
Action Item

Date: October 25, 2016
From: James Lindt AICP, Assistant
 Planning Director

SUBJECT: Public Hearing and First Reading of Ordinance No. 29, Series of 2016- approving a Special Review for the Property at 132 W. Sopris Drive to convert and an accessory building into an Accessory Dwelling Unit (ADU).

RECOMMENDATION: Staff recommends that the Council approve the ordinance on first reading and continue and set the public hearing and second reading date for November 22, 2016.

DETAILS: The Applicant, Courtney Sheeley, has requested Special Review approval to convert an accessory building at 132 W. Sopris Drive into an ADU. Specifically, the Applicant propose to convert an existing storage building adjacent to the property line abutting Sopris Drive into an ADU of approximately 750 square feet.

The property is located at the corner of West Sopris Drive before it dives down the hill towards the Town Shop Annex and Homestead Drive. The Property is accessed from W. Sopris Drive. A majority of the discussion at the P&Z level focused around compliance with the R-3 TN Zone District requirements and construction management and parking to ensure that impacts on the neighbors are minimized. There are several conditions of approval included in the draft ordinance geared towards these items.

The property meets the minimum size requirements for an ADU in the R-3 TN Zone District and there are several other ADUs in the immediate vicinity. Staff feels that the proposal is consistent with the Towns' Master Plan objectives related to "promoting policies and locations appropriate for accessory dwelling units to be integrated into existing neighborhoods".

RECOMMENDATIONS FROM OTHER BOARDS: The P&Z recommended approval with the conditions included in the draft ordinance.

RELATED TOWN STATUTE AND TOWN ACTIONS: Town Code Section 16-27, *Supplemental Requirements for R-3 Traditional Neighborhood/Hill District*; Town Code Article III, Chapter 16, *Special Review Application Requirements and Procedures*; 2007 Basalt Master Plan

ATTACHMENTS: A) Draft Ordinance No. 29, Series of 2016, B) Vicinity Map, C) Application, D) P&Z Memo

**Town of Basalt, Colorado
Ordinance No.29
Series of 2016**

ORDINANCE OF THE TOWN COUNCIL OF BASALT, COLORADO, GRANTING SPECIAL REVIEW APPROVAL FOR AN ACCESSORY DWELLING UNIT (ADU) AND CONFIRMING THE SETBACKS AT 132 W. SOPRIS DRIVE, BASALT, COLORADO (SHEELEY APPLICATION)

RECITALS

- A. Courtney Sheeley ("Applicant") filed an Application ("Application") for Special Review to add an Accessory Dwelling Unit at 132 W. Sopris Drive.
- B. At the public hearing held on September 20, 2016, the Town Planning and Zoning Commission heard evidence and testimony by Town Staff, the Applicant, and members of the public and recommended approval of the Application.
- C. At a public hearing held on October 25, 2016, the Town Council considered the Application on first reading and set a public hearing and second reading for this ordinance for November 22, 2016 at a meeting beginning no earlier than 6:00 p.m. at Basalt Town Hall, 101 Midland Ave., Basalt, Colorado.
- D. At a public hearing and second reading on _____, 2016, the Town Council heard evidence and testimony by Town Staff, the Applicant, and members of the public.
- E. The Town Council finds that the Applicant's request is consistent with the applicable provisions of the Town Code and Town Master Plan, provided the Applicant adheres to the conditions identified in this Ordinance.

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

A. FINDINGS

1. Based on the evidence, testimony, exhibits, and comments from the public, the Applicants and Town Staff, the Town Council finds and determines in accordance with the Town Code, as follows:

- a. The Town Council incorporates the above recitals, the representations of the Applicant, and all exhibits as findings and determinations, and conclusively makes all of the findings of fact, determinations and conditions contained herein.

b. The Town Council finds that the Applicant's request is consistent with the applicable provisions of the Town Code, provided applicant adheres to the conditions identified in this Ordinance.

B. CONDITIONS

Based on the Application, testimony and comments from the public, Applicant and Town Staff, the Town Council hereby approves of 132 W. Sopris Drive Special Review for an ADU and confirmation of the existing setbacks in the R-3 TN Zone District, subject to the following conditions:

Representations:

1. The Applicant shall comply with all representations set forth in the Application.
2. The Applicant shall comply with all material representations made in hearings before the Planning and Zoning Commission and Town Council.

Construction Management Plan:

3. The Applicant shall submit a final construction management plan for review and approval by the Town Planner and Town Building Official prior to commencing construction activities on the site. The construction management plan shall include construction parking and dust mitigation measures and a representation that the Applicant will comply with the allowable construction hours as established in the Town Code.

Fire District Comments:

4. The Applicant shall demonstrate compliance with Basalt and Rural Fire Protection District's comments dated August 26, 2016, prior to the issuance of a certificate of occupancy on the new residential unit.

Basalt Sanitation District Comments:

5. The Applicant shall demonstrate compliance with Basalt Sanitation District's rules and regulations prior to the issuance of a building permit, including the payment of fees for an additional EQR.

Communication Infrastructure:

6. The Applicant shall trench and install conduit from the CenturyLink Utility Pedestal to the ADU prior to the issuance of a certificate of occupancy on the ADU. The Applicant shall coordinate with CenturyLink representatives about the location of the conduit to be installed.

Development and Building Fees:

7. The Applicant shall pay all applicable development review fees on the new ADU, as calculated by the Town Planner, prior to building permit issuance. The parkland dedication fee is waived as a result of the ADU being deed restricted pursuant to Town Code Section 16-27. The Applicant shall also pay all applicable building permit fees as calculated by the Town Building Official prior to building permit issuance.

Approval Documents:

8. The Applicant shall prepare a site plan and draft deed restriction for review and approval by the Town Planner and Town Attorney. The site plan shall be recorded at the Eagle County Clerk and Recorder's Office prior to the issuance of a building permit. The ADU deed restriction designating that one of the two units on the site will be resident-occupied shall be recorded at the Eagle County Clerk and Recorder's Office prior to the issuance of a certificate of occupancy on the ADU.
9. The Applicant shall prepare and submit any additional approval documents deemed necessary by the Town Planner and Town Attorney to effectuate the intent of the approvals. Any such documents shall be executed and recorded prior to the earlier of the issuance of a building permit or 180 days after the effective date of the final approval ordinance. If the Applicant does not execute and record the necessary approval documents in 180 days or receive an extension from the Town Planner, the approvals shall expire.

Vested Rights:

10. Vested property rights shall be granted as approved herein for a period of three (3) years from the effective date of the ordinance approving these land use requests provided the Applicant complies with the approval document deadline established in Condition No. 9 above. The Applicant may request an extension of vested rights pursuant to the process for extending vested rights as established in the Town Code. If a building permit for the ADU is not

issued within the three (3) year vested rights period or as it may be extended, the approvals granted for this amendment shall expire.

Insubstantial Amendments:

11. The Town Planner may review and approve minor amendments to this approval to effectuate the intent of the final development approvals. The Applicant shall have the ability to appeal a Town Planner's decision on a minor amendment to the Town Council pursuant to the appeals process established in Town Code Section 16-11, *Procedures for Code Interpretations and Appeals*.

C. MISCELLANEOUS

1. The approvals contained herein and the conditions contained herein shall be binding on and inure to the benefit of the heirs, successors and assigns of the Applicant.
2. The Ordinance shall be recorded in the Office of the Clerk and Recorder of Eagle County.
3. If any part, section, subsection, sentence, clause or phrase of the 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 November 22, 2016 by a vote of ___ to ___ on October 25, 2016.

READ ON SECOND READING AND ADOPTED by a vote of ___ to ___ on _____, 2016

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

ATTEST:

By: _____
Pamela K. Schilling, Town Clerk

Ord__-132WSoprisADU.doc

First Publication: Thursday, _____, 2016
Final Publication: Thursday, _____, 2016
Effective Date: Thursday, _____, 2016



Subject Property

Sopris Drive

Town Shop Annex.

Homestead Mobile Home Park

Homestead Drive

Special Review Application

132 W. Sopris Drive
Basalt, CO 81612
8.1.2016

Proposal:

- The Owners at 132 Sopris Drive, Courtney Sheeley – are submitting a development application to the Town of Basalt, CO to renovate the existing Garage/Barn structure on their property into a livable ADU structure.
- The new ADU footprint will not change, but will get a new roof/structure with added plate and ridge height.
- A parking space will be added off of Sopris Drive so that there are 2 for the main house, and 1 for the new ADU.

Deed Restriction:

- The Owners at 132 W Sopris agree to comply that the Main House, and/or the ADU will be occupied at least 9 months out of the year.

Legal Description:

PROPERTY DESCRIPTION

LOTS NUMBERED 22 AND 23, BLOCK B, LUCKSINGER BROS. ADDITION, ALSO KNOW AS LUCKSINGER BROS. ADDITION TO THE TOWN OF ASPEN JUNCTION, NOW KNOWN AS THE TOWN OF BASALT:

ALSO A PARCEL OF LAND DESCRIBED AS FOLLOWS, TO-WIT; BEGINNING AT THE SW CORNER OF LOT NUMBERED 23, BLOCK B IN THE LUCKSINGER BROS. ADDITION, ALSO KNOWN AS LUCKSINGER BROS. ADDITION TO THE TOWN OF ASPEN JUNCTION, NOW KNOWN AS THE TOWN OF BASALT, IN THE COUNTY OF EAGLE AND STATE OF COLORADO; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT NUMBERED 23, A DISTANCE OF 125.00 FEET THE NORTHWEST CORNER IF SAID LOT 23; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID LOT 23 PROJECTED WESTERLY, A DISTANCE OF 50.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOT NUMBERED 23, A DISTANCE OF 125.00 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG A LINE PARALLEL TO THE NORTHERLY LINE OF SAID PARCEL OF LAND HEREIN DESCRIBED, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND BEING A PART OF LOT 30, BLOCK B, LUCKSINGER BROS. ADDITION, ALSO KNOW AS LUCKSINGER BROS. ADDITION TO THE TOWN OF ASPEN JUNCTION, NOW KNOWN AS THE TOWN OF BASALT, COLORADO.

Property Owners Within 300 Feet of Lot:

- 134 Hillside - TERRAL, W. TIMOTHY
- 128/120 Hillside - BLAYA, JOAQUIN & ISABEL
- 120 Hillside - COLORADO LA PALOMA INC
- 112 Hillside - CLASEN, NORMAN E. & LAURA B.

- 114 Hillside - DEMAR, JANE C.
- 100 E Sopris - FERRARA, JAMES V. & MARION
- 102 W Sopris - KLUMB, NICHOLAS ALEXANDER & PHILLIPPA
- 116 W Sopris - RICH, JANE P.
- 144 W Sopris - HENDERSON, SANDRA J. & BENTLEY G.
- 157 W Sopris - RAPPAPORT, GLENN H. & KELLEY J. ALFORD
- 129 W Sopris - ANTONIDES, JAMES
- 115 W Sopris - CARTER, RICHARD
- 105 W Sopris - WELDE, CHRIS
- 114 Tucker Lane - FOX-RUBIN, JONATHAN W. & JULIE S.

Nearby Signage:



Timetable:

- Aug 1 – submit special review application**
- Aug 5 – meet with structural engineer on site to review foundation issues**
- Sep. 1-5 - Special Review application hearing with Town of Basalt**
- Sep. 5-12 – finalize any and all permit drawings and construction sets**
- Oct. 3 – begin construction – foundation underpinning, pouring**
- Oct. 10 – begin new wall and roof structure**
- Oct. 17 – exterior sheathing / begin dry-in process / interior framing**
- Oct. 24 – new floor framing / rough electrical / rough water piping / hvac**
- Nov. 1 - interior and exterior finish work, plumbing, utilities**
- Nov. 14 – interior finishing, flooring**
- Nov. 30 – Construction completed**

Construction Trash:

The trash / dumpster location during construction can be located in 1 of 2 locations

- 1 of the 3 existing parking spaces next to the existing barn
- Behind the existing barn (to the north) on the grassy area between the proposed ADU and Main House.

REIMBURSEMENT AGREEMENT

The undersigned (hereinafter "Applicant") has applied to the Town of Basalt for a development permit for Courtney Sheeley for the property known as 132 west sopris drive basalt co 81621 (the "Property") pursuant to the requirements of the Town Code. Applicant acknowledges and agrees that in consideration of the Town of Basalt processing and reviewing Applicant's request for a development permit, Applicant shall make the following payments to the Town and agrees as follows.

1. **NON-REFUNDABLE Application Fee.** Simultaneous with execution hereof, Applicant has paid a non-refundable Application Fee pursuant to Sections 16-292(a) and 17-61(a), Town Code, in the amount of \$500.

2. **Review Deposit.** Simultaneous with execution hereof, Applicant has paid a review deposit as required by Sections 16-292(c) and 17-61(c), Town Code, in the amount of \$1,000.00 against and to secure payment of a portion of the Town's review expense in accordance with Sections 16-292(b) and 17-61(b), Town Code. Any amount by which the Applicant's deposit exceeds the costs incurred by the Town with regard to development of the Property shall be refunded to Applicant within a reasonable time after final action has been taken with regard to development of the Property or upon withdrawal of the application by the Applicant.

3. **Review Expenses.** Pursuant to Sections 16-292(b) and 17-61(b), Town Code, the Applicant agrees to reimburse the Town for any and all Costs, Staff Fees, and Consultant Fees described herein incurred by the Town during and after the review process associated with the Property. Costs include but are not limited to publication fees, recording fees, and any other actual out-of-pocket costs incurred by the Town with regard to the Property ("Costs"). Inspection and review by town employees shall include reimbursement for time spent by the Town Administrator, Town Planning staff and the Town Public Works staff in compliance with the Town's rate schedule in effect at the time that the work was completed ("Staff Fees"). These rates currently range from \$85.00 to \$100 per hour. Applicant shall also reimburse the Town for all actual out-of-pocket costs incurred by the Town in connection with Applicant's development review application for consultants, including but not limited to, legal, engineering and planning review and advice from persons or entities not on town staff at the rate of the amount actually paid by the Town for such review and advice ("Consultant Fees"). Additionally, to partially defray administrative, handling and review costs incurred by the Town with regard to the Property, Applicant shall additionally pay to the Town an amount equal to 15% of all of the Costs and Consultant Fees.

4. **Payment.** Any and all bills for these costs are due and payable to the Town as follows: All accounts are due net in 15 days from the date of the bill. Interest on any overdue amounts shall be assessed and paid by Applicant at the rate of 2% per month (24% APR) from the date due until paid.

5. **Binding Obligation.** Applicant agrees and acknowledges that this Reimbursement Agreement shall be a continuing obligation which will run with the land and be binding on Applicant and any future owners of the land, and will include the obligation to reimburse the Town for any and all costs associated with the Property incurred by the Town for counseling and advice including, but not limited to monitoring compliance with any development approval including any Annexation Agreement, Subdivision Improvements Agreement or other agreements between the Town and the owner of the Property; enforcement of any development permits or approvals granted associated with the Property; participation in any litigation or depositions, whether the Town is a party or not associated with the Property or development approvals granted with regard to the Property; counseling and advice associated with any potential amendments to development

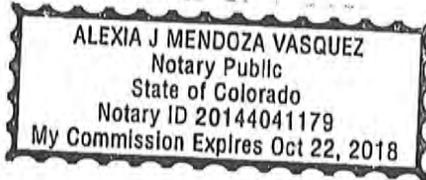
Notary Public

STATE OF Colorado)
COUNTY OF Eagle) ss.

Subscribed, sworn to and acknowledged before me Aug 18th, 2016, by
Courtney Shelley Applicant.

Witness my hand and official seal.

My commission expires OCT 22, 2018



Notary Public

Owner's Policy of Title Insurance – Schedule A

Issued by

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 201 N. New York Avenue, Suite 200, Winter Park, Florida, 32789**

State: CO

County: Eagle

Address Reference: 132 W SOPRIS DRIVE, BASALT, CO 81621

File No.: B6421W3

Policy No.: OP-6-C01045-2709044

Amount of Insurance: \$415,000.00

Premium: \$ 1,136.00

Date of Policy: July 19, 2012 @ 10:21 AM

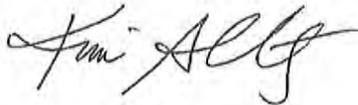
Simultaneous #: LP-13-CO1045-2709045

1. Name of Insured: COURTNEY SHEELEY
2. The estate or interest in the Land that is insured by this policy is: IN FEE SIMPLE
3. Title is vested in: COURTNEY SHEELEY
4. The Land referred to in this policy is described as follows:

LOTS NUMBERED TWENTY-TWO (22) AND TWENTY-THREE (23) IN BLOCK LETTERED "B" IN LUCKSINGER BROS. ADDITION, ALSO KNOWN AS LUCKSINGER BROS. ADDITION TO THE TOWN OF ASPEN JUNCTION NOW KNOWN AS THE TOWN OF BASALT.

Also, a parcel of land described as follows, to-wit: Beginning at the SW Corner of Lot numbered Twenty-three (23), in Block Lettered "B" in Lucksinger Bros. Addition, also known as Lucksinger Bros. Addition to the Town of Aspen Junction, now known as the Town of Basalt; thence Northerly along the Westerly line of said Lot numbered Twenty-three (23), a distance of 125 feet to the Northwest Corner of said Lot Twenty-three (23); thence in a Southwesterly direction along the Northerly line of said Lot numbered Twenty-three (23) projected Westerly, a distance of 50 feet; thence in a Southeasterly direction along a line parallel to the Westerly line of said Lot numbered Twenty-three (23) to the Northerly line of said parcel of land herein described, a distance of 50 feet to the point of beginning, said parcel of land being a part of Lot number Thirty (30) in Block lettered "B" in Lucksinger Bros. Addition, also known as Lucksinger Bros. Addition to the Town of Aspen Junction, now known as the Town of Basalt

Issued By



Authorized Signatory

SCHEDULE B-OWNERS

CASE NUMBER
B6421W3

DATE OF POLICY
July 19, 2012 @ 10:21 AM

POLICY NUMBER
OP-6-C01045-2709044

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water(see additional information page regarding water rights), whether or not the matters excepted under (a), (b), (c) or (d) are shown for the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

SPECIAL EXCEPTIONS:

8. Taxes and assessments (not including condominium or homeowners association assessments or dues) for the year 2012 and subsequent years only, a lien not yet due and payable.
9. Right of the proprietor of a vein or lode to extract or remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as reserved in United States Patent recorded in Book 150 at Page 365.
10. Easements, rights of way and all matters as disclosed on Plat of Luchsinger Bros. Addition recorded March 1, 1892.
11. Right of way for telephone line in which the exact location is not defined as granted in instrument recorded October 23, 1912 in Book 78 at Page 512.
12. Apparent Overlaps in lot lines on the northerly and westerly boundaries, encroachments of log frame buildings on northerly and westerly lot lines and encroachment of the outhouse onto the adjacent lot on the westerly boundary as disclosed by Survey of Jason Neil for Peak Surveying Inc. dated June 8, 2012 as Job No. 12031.
13. Deed of Trust from : COURTNEY SHEELEY
To the Public Trustee of the County of Eagle
For the use of : FPF WHOLESAL, A DIVISION OF STEARNS LENDING, INC.
Original Amount : \$195,000.00
Dated : July 18, 2012
Recorded : July 19, 2012
Reception No. : 201214525

EXCEPTIONS NUMBERED 1 THRU 7 ARE HEREBY DELETED, EXCEPT FOR SUBSECTION (d) UNDER PARAGRAPH NUMBER 5 (WATER RIGHTS).

Name of Owner(s): Courtney Sheeley
Phone number _____
Fax number _____
E mail (if available) _____
Address _____

Name of Owner's Representative: _____
Phone number _____
Fax number _____
E mail (if available) _____

Please attach owner's authorization.

Name of Engineer or Surveyor: Peak Surveying
Phone number 970-625-1954
Fax number _____
E mail (if available) _____

Name of Architect or Planner: Gavin Merlino - Kuulla Studio, llc
Phone number 970-366-6333
Fax number _____
E mail (if available) gavin@kuullastudio.com

Information on Existing Conditions

Existing Zoning: R3TN Proposed Zoning: no change
Total square feet or acreage in application 12,500 lot size

Information on Proposed Development

Total number of dwelling units: 1 Number of bedrooms: 1

Total floor area: 756 (including loft)

Proposed gross floor area by use (non-residential development only): _____

Area of open space to be provided: _____

Legal Description

Legal Description of property (attach if necessary):

PROPERTY DESCRIPTION

LOTS NUMBERED 22 AND 23, BLOCK B, LUCKSINGER BROS. ADDITION, ALSO KNOWN AS LUCKSINGER BROS. ADDITION TO THE TOWN OF ASPEN JUNCTION, NOW KNOWN AS THE TOWN OF BASALT:

ALSO A PARCEL OF LAND DESCRIBED AS FOLLOWS, TO-WIT; BEGINNING AT THE SW CORNER OF LOT NUMBERED 23, BLOCK B IN THE LUCKSINGER BROS. ADDITION, ALSO KNOWN AS LUCKSINGER BROS. ADDITION TO THE TOWN OF ASPEN JUNCTION, NOW KNOWN AS THE TOWN OF BASALT, IN THE COUNTY OF EAGLE AND STATE OF COLORADO; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT NUMBERED 23, A DISTANCE OF 125.00 FEET THE NORTHWEST CORNER OF SAID LOT 23; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID LOT 23 PROJECTED WESTERLY, A DISTANCE OF 50.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOT NUMBERED 23, A DISTANCE OF 125.00 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG A LINE PARALLEL TO THE NORTHERLY LINE OF SAID PARCEL OF LAND HEREIN DESCRIBED, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND BEING A PART OF LOT 30, BLOCK B, LUCKSINGER BROS. ADDITION, ALSO KNOWN AS LUCKSINGER BROS. ADDITION TO THE TOWN OF ASPEN JUNCTION, NOW KNOWN AS THE TOWN OF BASALT, COLORADO.

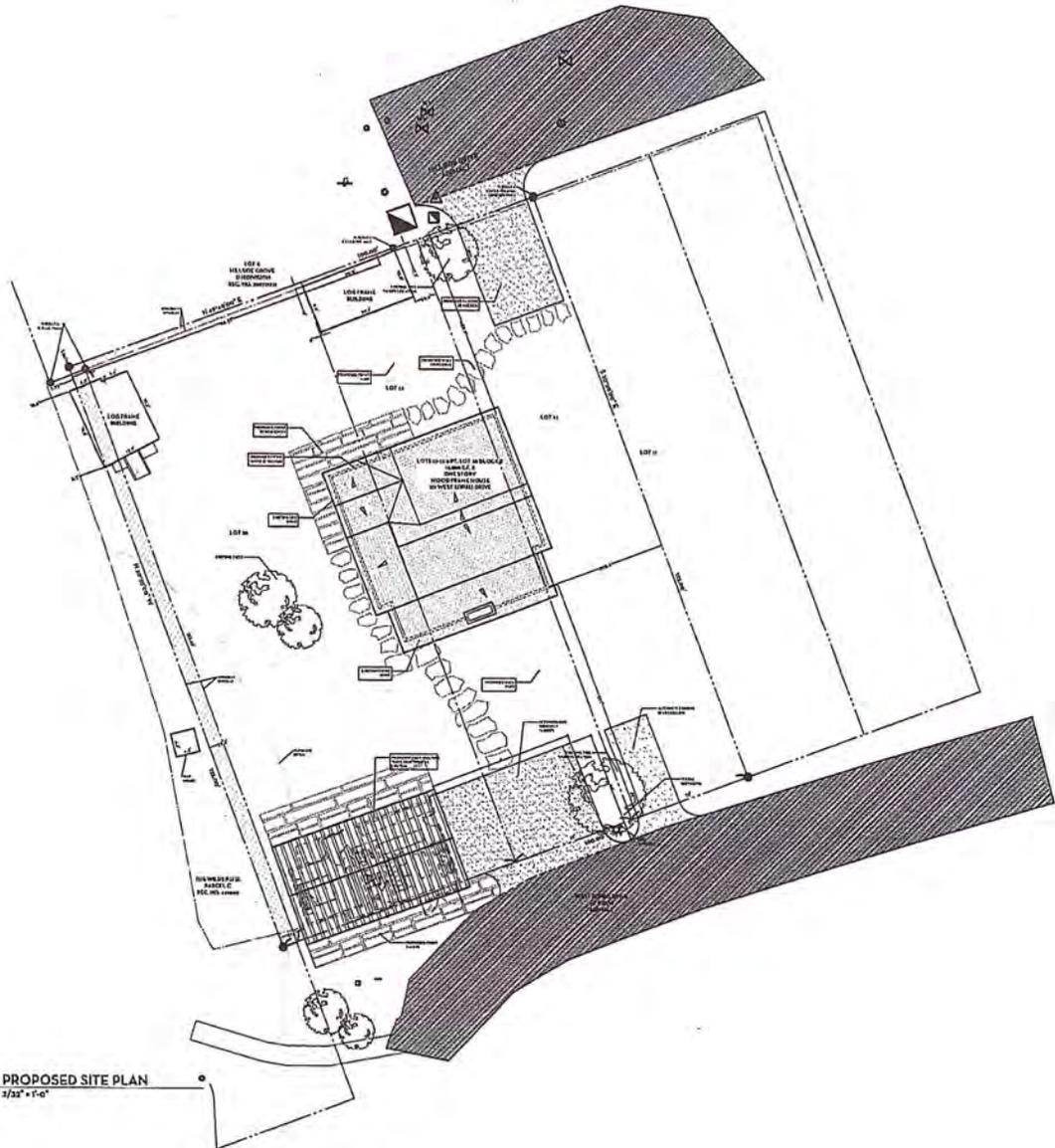
Reception No. of Deed _____

A handwritten signature in black ink, appearing to be 'C. J. ...', written over a horizontal line.

SIGNATURE OF OWNER OR OWNER'S REPRESENTATIVE*

* If Owner's Representative files or will represent the application, attach an owner's authorization to represent

Attach appropriate information requested for type of application per the Basalt Town Code and any information requested by Planning Department.



PROPOSED SITE PLAN
3/22" = 1'-0"

K U U L L A
S T U D I O
KUIULLA STUDIO, LLC
P.O. BOX 10991 - ASPEN, CO 81612
GAVIN@KUIULLASTUDIO.COM
970.344.4333

SHEELEY BARN
132 SOPRIS DRIVE
BASALT, CO 81621

*NOT FOR CONSTRUCTION

#	ISSUE	DATE	BY
1	ISSUE		

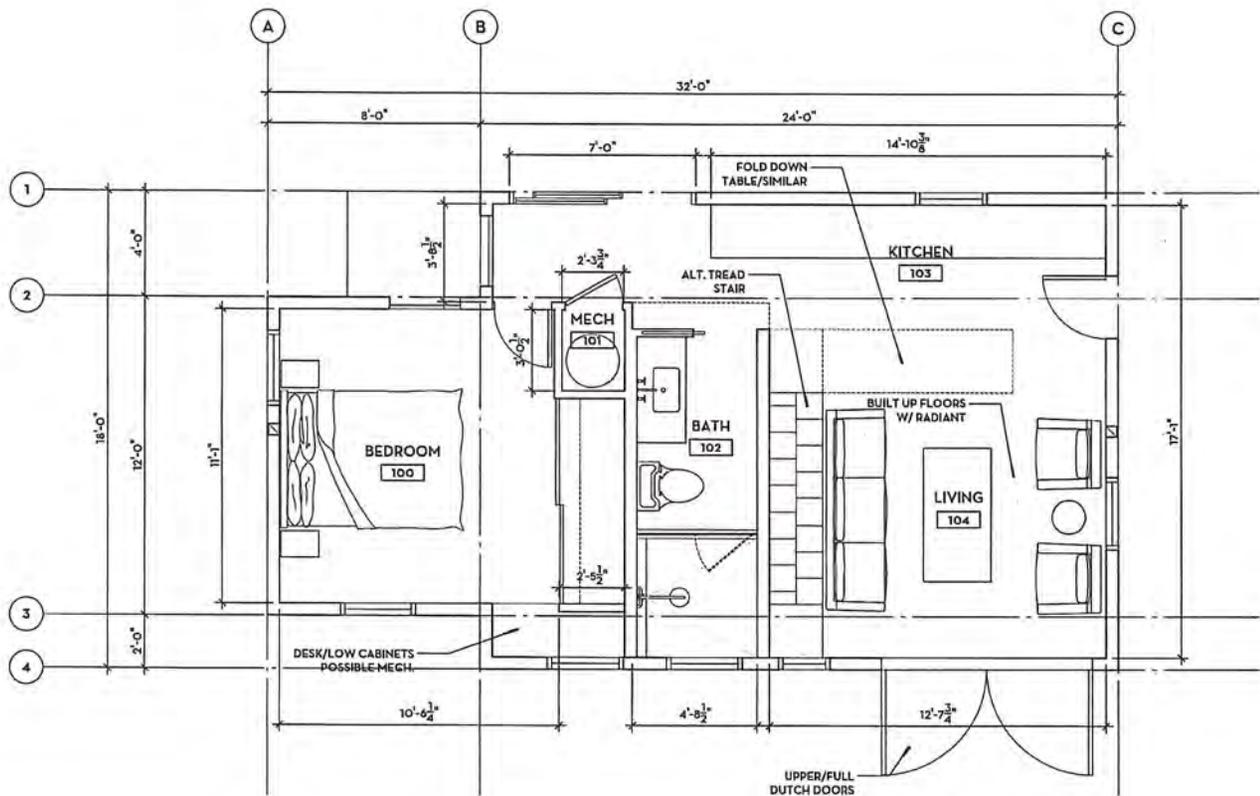
PROPOSED SITE PLAN

3/22" = 1'-0"



Ao.o

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1 PROPOSED FLOOR PLAN
1/2" = 1'-0"

K U U I L I O
 STUDIO
 KUULLA STUDIO, LLC
 P.O. BOX 10911, ASPEN, CO 81612
 GAYTR@KUULLA.COM
 970.564.4332

SHEELEY BARN
 132 SOPRIS DRIVE
 BASALT, CO 81621

*NOT FOR CONSTRUCTION

#	ISSUE	DATE	BY
1	ISSUED FOR PERMIT	05/08/2018	MS

MAIN LVL
 FLOOR PLAN
 1/2" = 1'-0"



A1.0

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STUDIO
KUULLA
 KUULLA STUDIO, LLC
 P.O. BOX 109711 - ASPEN, CO 81612
 GAVIN@KUULLASTUDIO.COM
 970.336.4333

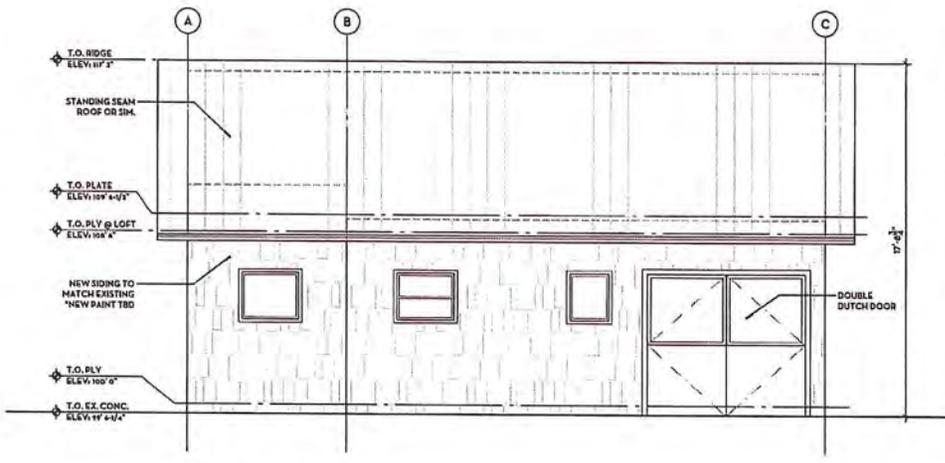
SHEELEY BARN
 132 SOPRIS DRIVE
 BASALT, CO 81621

*NOT FOR CONSTRUCTION

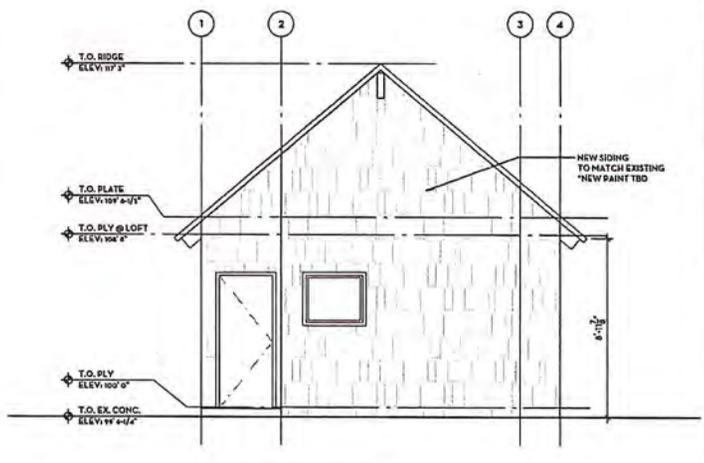
#	ISSUE	DATE	BY
1	ISSUE		

PROPOSED ELEVATIONS
 3/8" = 1'-0"

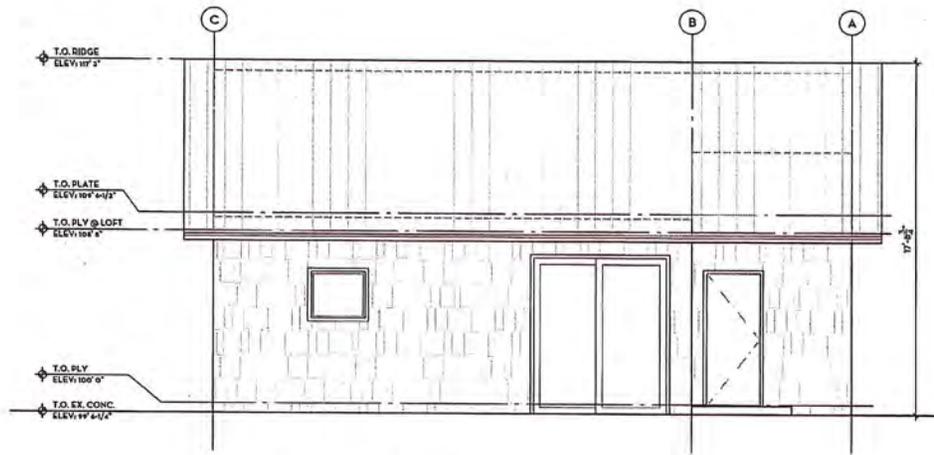
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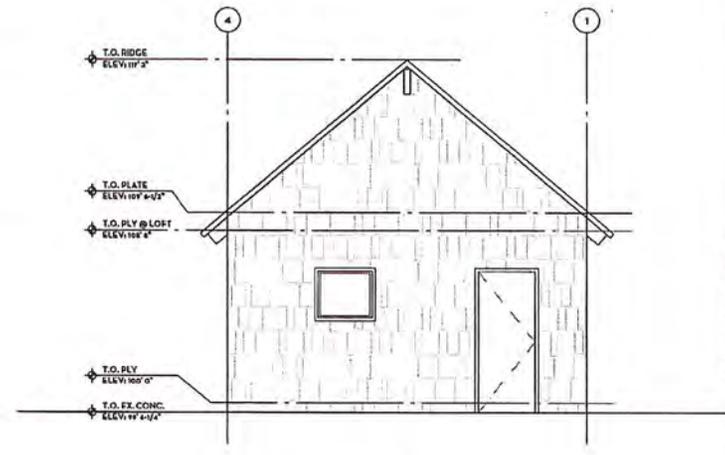
1 SOUTH ELEVATION
 AS1 3/8" = 1'-0"



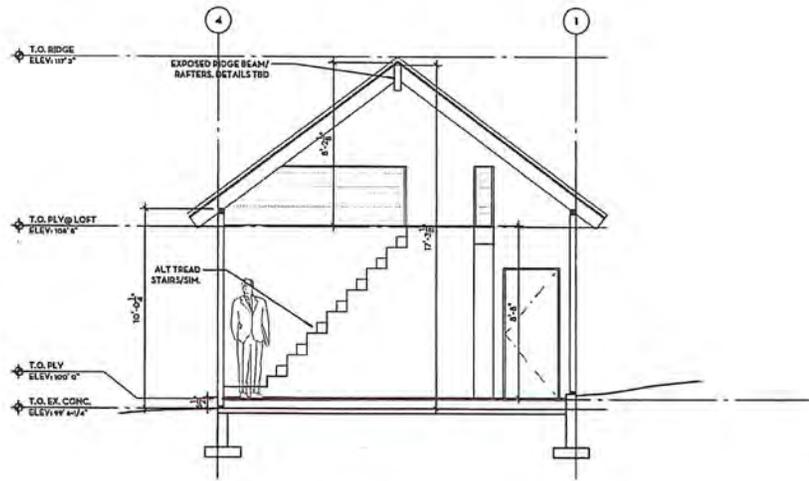
2 WEST ELEVATION
 AS1 3/8" = 1'-0"



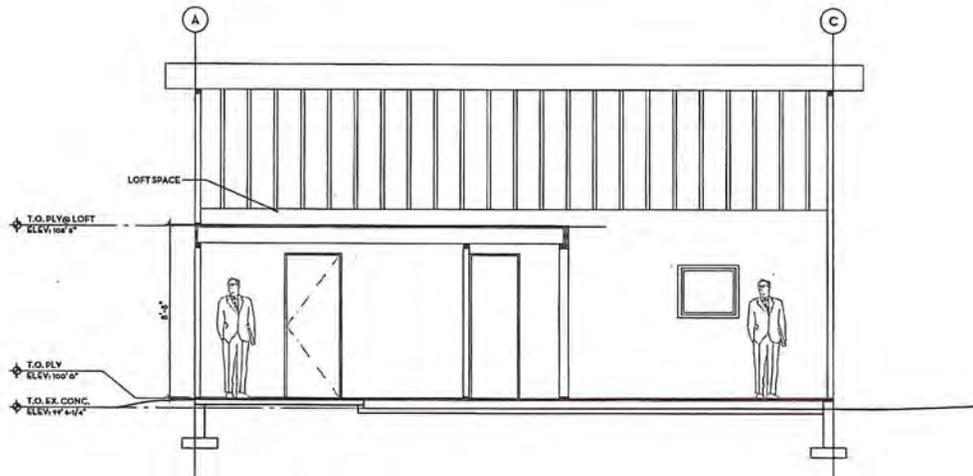
3 NORTH ELEVATION
 AS1 3/8" = 1'-0"



4 EAST ELEVATION
 AS1 3/8" = 1'-0"



1 S-N SECTION
3/8" = 1'-0"



2 W-E SECTION
3/8" = 1'-0"

KUULLIO STUDIO
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 970.826.6232

SHEELEY BARN
 132 SOPRIS DRIVE
 BASALT, CO 81621

*NOT FOR CONSTRUCTION

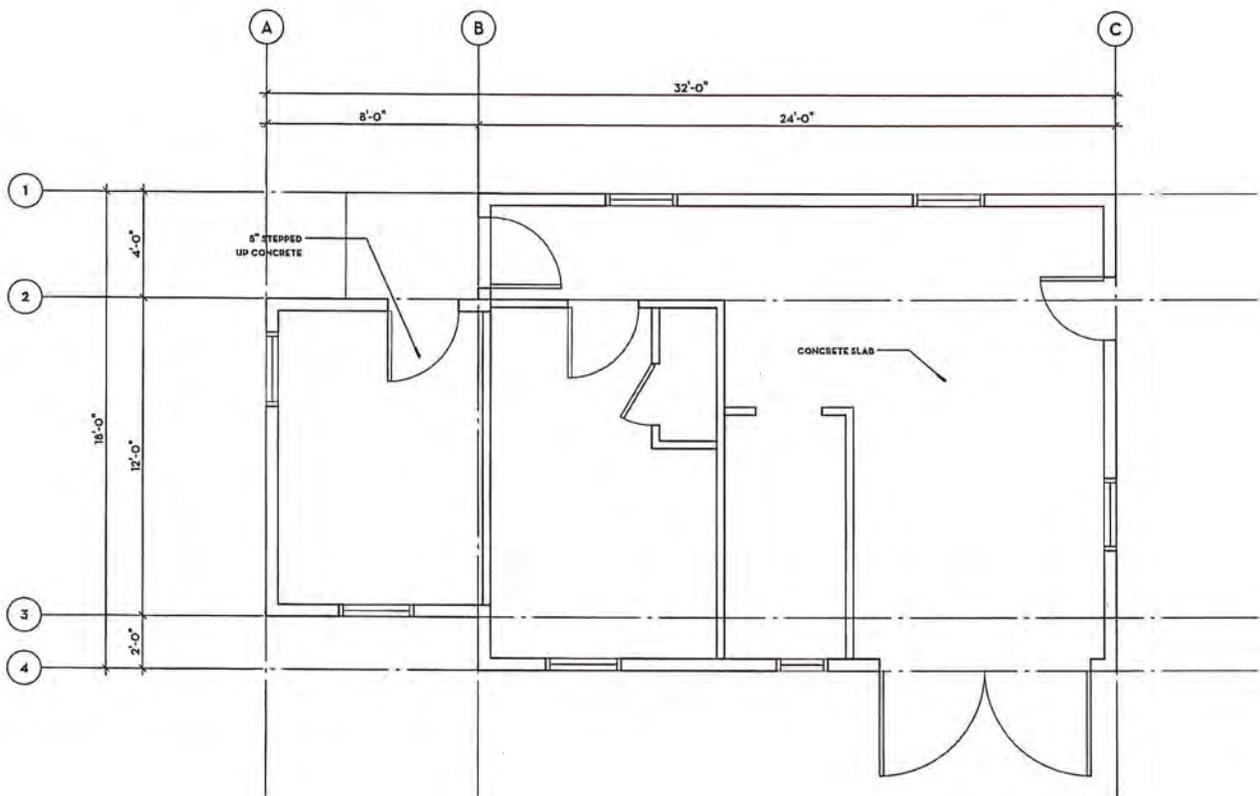
#	ISSUE	DATE	BY
1	ISSUE REVIEW	AS/MS	SM

PROPOSED SECTIONS

3/8" = 1'-0"

A3.0

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1 EX1.0
EXISTING FLOOR PLAN
1/2" = 1'-0"



STUDIO
K U U L L A

KUULLA STUDIO, LLC
P.O. BOX 10911 - ASPEN, CO 81612
GAVIN@KUULLASTUDIO.COM
970.566.4333

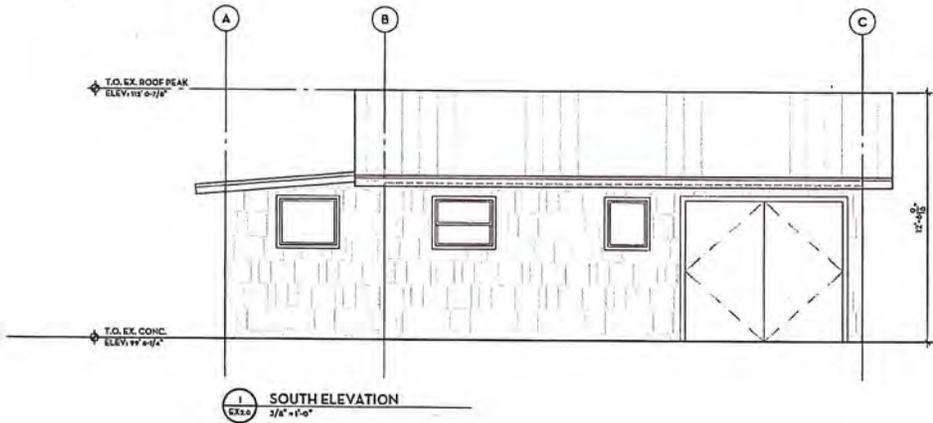
SHEELEY BARN
132 SOPRIS DRIVE
BASALT, CO 81621

NOT FOR CONSTRUCTION			
#	ISSUE	DATE	BY
1	EXISTING FLOOR PLAN		

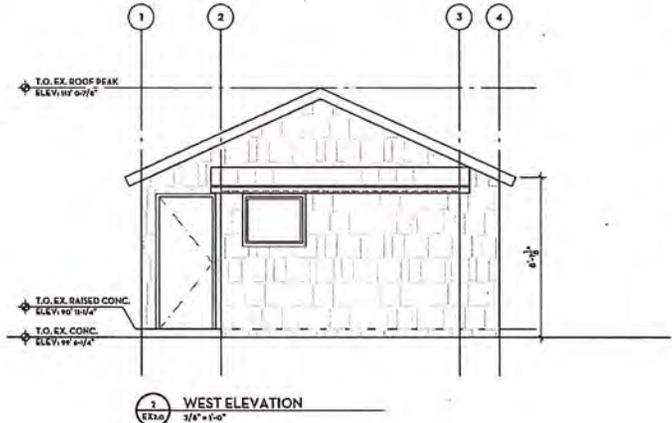
EXISTING FLOOR PLAN
1/2" = 1'-0"

EX1.0

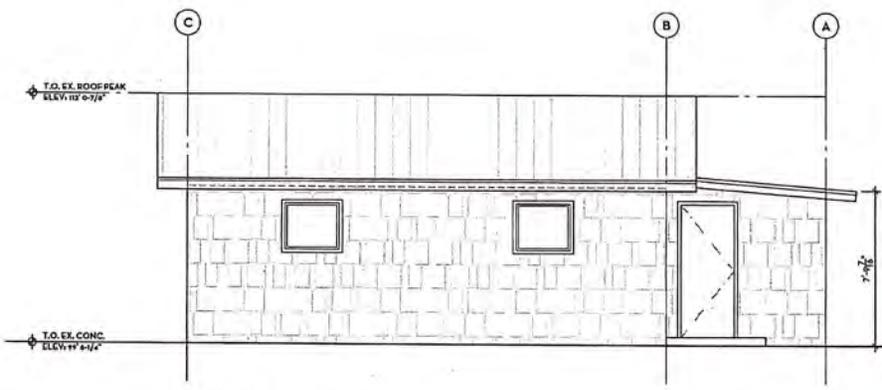
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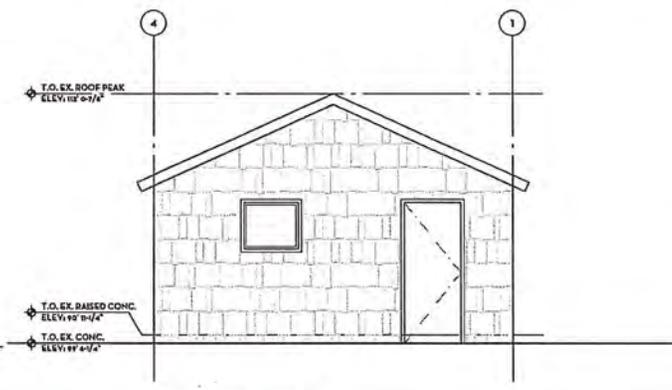
1 SOUTH ELEVATION
3/8" = 1'-0"



2 WEST ELEVATION
3/8" = 1'-0"



3 NORTH ELEVATION
3/8" = 1'-0"



4 EAST ELEVATION
3/8" = 1'-0"

K U U I I O

KULLA STUDIO, LLC
P.O. BOX 10911 - ASPEN, CO 81612
GAVIN@KULLASTUDIO.COM
970.244.5333

SHEELEY BARN
132 SOPRIS DRIVE
BASALT, CO 81621

*NOT FOR CONSTRUCTION

#	ISSUE	DATE	BY
1	ISSUED FOR PERMIT	8/2024	JK

EXISTING ELEVATIONS
JK = JK

EX2.0

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MEMORANDUM

To: Chairman Johns and Basalt Planning and Zoning Commission
Thru: Susan Philp, AICP Planning Director
From: James Lindt, AICP Assistant Planning Director
Date: September 20, 2016
RE: Public Hearing- 132 W. Sopris Drive Special Review for an Accessory Dwelling Unit (ADU)

I. Purpose

Courtney Sheeley ("Applicant") is requesting approval of a Special Review to convert an existing accessory building at 132 W. Sopris Drive into an ADU.

II. Background

The property at 132 W. Sopris Drive is a 12,500 square foot lot that contains an existing residence and several accessory buildings. The property is currently zoned R-3 TN. The Applicant would like to convert the existing storage building adjacent to the property line abutting Sopris Drive into an ADU of approximately 750 square feet.

III. Review Process

The P&Z makes a recommendation to the Town Council on Special Review requests for ADUs pursuant to Town Code Section 16-44, *Special Review Application Approval Procedures*.

IV. Discussion Items

Consistency with Master Plan: The 2007 Basalt Master Plan includes objectives related to "promoting policies and locations appropriate for accessory dwelling units to be integrated into existing neighborhoods". Additionally, the Master Plan includes objectives regarding "stemming the loss of accessory dwelling units" and "encouraging these types of units to provide work-force housing and diversity in the community's housing inventory". Staff believes that the proposed special review application is consistent with these Master Plan policies.

Consistency with Neighborhood Character: Much of the western portion of Sopris Drive and Homestead Drive is zoned R-3 TN and consists of smaller lots with smaller dwelling units. There are several properties in the immediate area that contain ADUs and the

Elice Property down the hill from 132 W. Sopris Drive recently obtained sketch plan approval to subdivide into three (3) separate lots for the construction of three (3) moderately sized dwelling units. Staff feels that the proposed ADU is compatible with the scale and density in the surrounding neighborhood.

Compliance with R-3 TN Requirements: The proposed 750 square foot ADU is well within the allowable floor area permitted in the R-3 TN Zone District as the main residence is only about 1,260 square feet. Additionally, the property is larger than the minimum lot size of 8,000 square feet required for consideration of an ADU on the site.

In the R-3 TN Zone District, accessory dwelling units are required not to exceed the height of the principal dwelling unit on the site. The proposed ADU would comply with this requirement as is shown in the graphic below.



In analyzing the setbacks, the existing accessory building to be converted to the ADU is within a foot of the front property line and is approximately five (5) feet from the side property line. The R-3 TN Zone District contains a setback provision that provides flexibility for properties improved before August 22, 1995 with buildings and residences to use the building envelopes that existed as of that date as their setbacks. Additionally, Town Code Sections 16-27(e) and 16-27(g) permit reductions in the front and side yard setbacks in the R-3 TN Zone District if the Special Review criteria and the other requirements of Town Code Section 16-27 are satisfied.

In this case, the accessory building proposed for conversion to the ADU was existing prior to August 22, 1995 so the existing setbacks for the building are its current footprint. The reduced front and side yard setbacks for the ADU based on the current configuration of the building are being ratified through the Special Review process.

Additionally, the ADU may be on the front half of the lot as there is a provision in the R-3 TN Zone District that permits ADUs to be considered principal buildings and that allows for more than one principal building on a lot with a detached ADU. Therefore, the code provision that accessory buildings have to be on the rear half of the lot is not applicable to the proposed ADU.

Below is a table comparing the proposed development with the R-3 TN Zone District dimensional requirements:

Dimensional Requirement	R-3 TN	Proposed
Min. Lot Area	8,000 sf for an ADU	12,500 sf
Building Height	24 Feet to Midpoint 28 Feet to Ridge	23 Feet 10 Inches to the Ridge of the Existing House 17 Feet 8 Inches to the Ridge of the Proposed ADU
# of Stories	2	2
Lot Width	50 Feet	100 Feet
Front Yard Setback	10 Feet Covered Porch 15 Feet Living Areas with Provisions that Existing Building Built as of Aug. 22, 1995 have setbacks equal to their current building envelope	> than 15 Feet on Main Residence < than 1 Foot on Proposed ADU, but building existed prior to Aug. 22, 1995 and this setback is being ratified through the special review pursuant to Town Code Section 16-27 (g)
Rear Yard Setback	10 Feet	> than 10 Feet
Side Yard Setback	7.5 Feet with Provisions that Existing Building Built as of Aug. 22, 1995 have setbacks equal to their current building envelope	5 Feet on Proposed ADU, but building existed prior to Aug. 22, 1995 and this setback is being ratified through the special review pursuant to Town Code Section 16-27 (e)
FAR	.35:1	< than .2:1
Max Lot Coverage	30%	16%
Min Landscape	20%	>50%
Parking	2 Spaces for Main	2 Spaces for Main

	Residence	Residence
	1 Space for the ADU	1 Space for ADU
Max. ADU Size	1,000 Square Feet	Approx. 750 Square Feet

Vehicular Access and Parking: The property currently takes vehicular access from Sopris Drive and contains two (2) off-street, gravel parking spaces for the main residence off of Sopris Drive. The Applicant proposes to add an additional gravel parking space accessed from Sopris Drive for use of the ADU. The additional parking space is in close proximity to the ADU.

Deed Restriction: The Applicant has proposed to comply with the ADU requirements by deed restricting the property so that one of the two residential dwelling units is to be resident-occupied. Staff has included a condition of approval requiring that the deed restriction be recorded prior to the issuance of a certificate of occupancy on the ADU.

Parkland Dedication and School Fees: Town Code Section 16-27, *Supplemental requirements for R-3 Traditional Neighborhood/Hill District*, includes a provision exempting deed-restricted ADUs from the Parkland Dedication requirements. Additionally, Town Code Section 17-16, *School district land dedication requirements*, assumes zero students are generated by ADUs for purposes of calculating the school land dedication fees. Therefore, the proposed ADU would not require payment of School Land Dedication fees.

Construction Management Plan: Staff has included a requirement that the Applicant submit a detailed construction management plan as part of the building permit submittal for review by the Town Planner and Building Official. The requirement includes that the Applicant submit a construction parking plan as part of the construction management plan to ensure that construction parking is done on the Applicant's site and not in the Sopris Drive Right-of-Way. Additionally, the construction management plan shall include representations about complying with the Town's construction hours set forth in Chapter 18 of the Town Code and providing methods for limiting dust impacts as a result of the construction.

V. Technical Issues:

Fire District Requirements:

The Basalt and Rural Fire Protection District (BRFPD) reviewed the proposed application. BRFPD indicated that there is adequate fire access and an easily accessible fire hydrant in close proximity to the property. Additionally, the Applicant is required to pay BRFPD's impact fee at the time of building permit issuance.

Basalt Sanitation District:

The Basalt Sanitation District reviewed the proposed application. The Applicant will have to pay additional fees as a result of adding a sewer EQR, but the District indicated that the proposed development will not impact their facilities.

Century Link:

Century Link provided comments about the Applicant needing to trench and install conduit from the Century Link pedestal at the rear of the property to the ADU for future use of communication services at the ADU.

VI. Recommendation

Staff recommends that the P&Z hear a brief presentation from Staff and the Applicant, consider public comments, and provide Commission discussion. Staff recommends approval, with the following conditions:

Representations:

1. The Applicant shall comply with all representations set forth in the Application.
2. The Applicant shall comply with all material representations made in hearings before the Planning and Zoning Commission and Town Council.

Construction Management Plan:

3. The Applicant shall submit a final construction management plan for review and approval by the Town Planner and Town Building Official prior to commencing construction activities on the site. The construction management plan shall include construction parking and dust mitigation measures and a representation that the Applicant will comply with the allowable construction hours as established in the Town Code.

Fire District Comments:

4. The Applicant shall demonstrate compliance with Basalt and Rural Fire Protection District's comments dated August 26, 2016, prior to the issuance of a certificate of occupancy on the new residential unit.

Basalt Sanitation District Comments:

5. The Applicant shall demonstrate compliance with Basalt Sanitation District's rules and regulations prior to the issuance of a building permit, including the payment of fees for an additional EQR.

Communication Infrastructure:

6. The Applicant shall trench and install conduit from the CenturyLink Utility Pedestal to the ADU prior to the issuance of a certificate of occupancy on the ADU. The Applicant shall coordinate with CenturyLink representatives about the location of the conduit to be installed.

Development and Building Fees:

7. The Applicant shall pay all applicable development review fees on the new ADU, as calculated by the Town Planner, prior to building permit issuance. The parkland dedication fee is waived as a result of the ADU being deed restricted pursuant to Town Code Section 16-27. The Applicant shall also pay all applicable building permit fees as calculated by the Town Building Official prior to building permit issuance.

Approval Documents:

8. The Applicant shall prepare a site plan and draft deed restriction for review and approval by the Town Planner and Town Attorney. The site plan shall be recorded at the Eagle County Clerk and Recorder's Office prior to the issuance of a building permit. The ADU deed restriction designating that one of the two units on the site will be resident-occupied shall be recorded at the Eagle County Clerk and Recorder's Office prior to the issuance of a certificate of occupancy on the ADU.
9. The Applicant shall prepare and submit any additional approval documents deemed necessary by the Town Planner and Town Attorney to effectuate the intent of the approvals. Any such documents shall be executed and recorded prior to the earlier of the issuance of a building permit or 180 days after the effective date of the final approval ordinance. If the Applicant does not execute and record the necessary approval documents in 180 days or receive and extension from the Town Planner, the approvals shall expire.

Vested Rights:

10. Vested property rights shall be granted as approved herein for a period of three (3) years from the effective date of the ordinance approving these land use requests provided the Applicant complies with the approval document deadline established in Condition No. 9 above. The Applicant may request an extension of vested rights pursuant to the process for extending vested rights as established in the Town Code. If a building permit for the ADU is not issued within the three (3) year vested rights period or as it may be extended, the approvals granted for this amendment shall expire.

Insubstantial Amendments:

11. The Town Planner may review and approve minor amendments to this approval to effectuate the intent of the final development approvals. The Applicant shall have the ability to appeal a Town Planner's decision on a minor amendment to the Town Council pursuant to the appeals process established in Town Code Section 16-11, *Procedures for Code Interpretations and Appeals*.

Attachments:

Application
Referral Comments

Town of Basalt
Accounts Payable
October 25, 2016

GENERAL FUND

Reimbursable 6,296.83

Total Reimbursable 6,296.83

Non-reimbursable

Payroll 10/21/16 101,501.30

Other Expenditures 323,094.26

Sub Total General Fund Non-reimbursable 424,595.56

TOTAL GENERAL FUND 430,892.39

Bond Fund: 578,165.00

Total Bond Fund 578,165.00

Conservation Trust Fund: 0.00

Total Conservation Trust Fund 0.00

Water Fund: 8,898.53

Total Water Fund 8,898.53

TOTAL ALL FUNDS 1,017,955.92

Report Criteria:

Report type: GL detail

Check Detail Amount = {<>} 0

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount
10/16	10/25/2016	38836	ALPENGLow LIGHTING DESIG	1157	10-41-670	450.00
10/16	10/25/2016	38836	ALPENGLow LIGHTING DESIG	1163	10-24209	1,350.00
10/16	10/25/2016	38837	ALPINE BANK	102116	10-22775	667.47
10/16	10/25/2016	38838	ANYTIME SEWER & DRAIN CO	11306	31-40-315	2,250.00
10/16	10/25/2016	38838	ANYTIME SEWER & DRAIN CO	12102	31-40-315	360.00
10/16	10/25/2016	38839	ASPEN HOUSE OF BOUNCE, IN	2014	10-41-675	4,800.00
10/16	10/25/2016	38840	ASPEN WATERWISE LTD	04072	10-50-435	274.71
10/16	10/25/2016	38841	BASALT BIKE & SKI	101316	10-54-600	2,780.00
10/16	10/25/2016	38842	BASALT PRINTING	16504	10-45-390	1,070.14
10/16	10/25/2016	38843	BASALT RIVER LOFTS, INC.	323	10-50-435	582.57
10/16	10/25/2016	38844	BERTHOD MOTORS-EQUIPMEN	01-373	10-61-430	118.57
10/16	10/25/2016	38845	BIG JIG ENTERTAINMENT	101616	10-41-675	3,500.00
10/16	10/25/2016	38846	BLACK SHACK ARCHITECTS, L	093016	10-75-700	431.43
10/16	10/25/2016	38847	BLOOMINGDALE, JULIE	101916	10-32-239	1,400.00
10/16	10/25/2016	38848	BOYD BIERBAUM	102116	10-62-530	30.00
10/16	10/25/2016	38849	BRIGITTE IRONSIDE	101316	10-45-590	1,500.00
10/16	10/25/2016	38850	BUCKLEY, MIKE	101816	10-41-670	500.00
10/16	10/25/2016	38851	BUZZELL, WYNN	101816	10-41-670	500.00
10/16	10/25/2016	38852	CHARLES JOANNES	101816	10-64-350	240.00
10/16	10/25/2016	38853	CLARION ASSOCIATES	6723	10-47-330	500.00
10/16	10/25/2016	38854	COLORADO ANALYTICAL LABO	161004	51-72-405	35.00
10/16	10/25/2016	38855	COLORADO POOL & SPA SCAP	85481-	10-75-700	604.00
10/16	10/25/2016	38856	COLORADO STATE TREASURE	101916	10-45-520	2,392.69
10/16	10/25/2016	38857	COLORADO STATE UNIVERSIT	FALL16	10-45-590	990.00
10/16	10/25/2016	38858	COMPUTER SPECIALISTS	4772	10-45-390	470.00
10/16	10/25/2016	38858	COMPUTER SPECIALISTS	4786	10-45-390	660.00
10/16	10/25/2016	38859	CONNECT ONE DESIGN, LLC	1359	10-75-700	2,065.82
10/16	10/25/2016	38860	CPS DISTRIBUTORS INC	238269	10-70-430	60.64
10/16	10/25/2016	38860	CPS DISTRIBUTORS INC	238269	10-70-600	1,235.00
10/16	10/25/2016	38860	CPS DISTRIBUTORS INC	239082	10-70-600	200.00
10/16	10/25/2016	38861	DREAMTIME WATER DISTRIBU	428801	10-64-605	15.00
10/16	10/25/2016	38862	EAGLE CREST NURSERY	255976	10-70-710	24.37
10/16	10/25/2016	38863	ECO-RIGHT SOLUTIONS	0712	10-70-350	2,000.00
10/16	10/25/2016	38864	EHLERS	71723	31-40-310	750.00
10/16	10/25/2016	38865	ELAM CONSTRUCTION, INC	342311	51-73-700	2,896.52
10/16	10/25/2016	38865	ELAM CONSTRUCTION, INC	342311	51-73-600	64.71
10/16	10/25/2016	38865	ELAM CONSTRUCTION, INC	342568	51-73-600	29.32
10/16	10/25/2016	38865	ELAM CONSTRUCTION, INC	342901	51-71-425	1.60
10/16	10/25/2016	38865	ELAM CONSTRUCTION, INC	343154	10-70-430	23.50
10/16	10/25/2016	38866	EXCEL ELECTRIC	1317	10-60-411	652.98
10/16	10/25/2016	38866	EXCEL ELECTRIC	1318	10-50-350	75.00
10/16	10/25/2016	38866	EXCEL ELECTRIC	1319	10-50-350	192.87
10/16	10/25/2016	38866	EXCEL ELECTRIC	1320	10-50-435	593.76
10/16	10/25/2016	38866	EXCEL ELECTRIC	1321	10-60-411	1,334.84
10/16	10/25/2016	38867	FAMILY SUPPORT REGISTRY	102116	10-22770	240.00
10/16	10/25/2016	38867	FAMILY SUPPORT REGISTRY	102116	10-22770	200.00
10/16	10/25/2016	38867	FAMILY SUPPORT REGISTRY	102116	10-22770	54.16
10/16	10/25/2016	38868	FLORIDA DEPARTMENT OF RE	102116	10-22770	271.20
10/16	10/25/2016	38869	FURLONG PLUMBING & HEATIN	4510	10-50-435	247.85
10/16	10/25/2016	38870	GOSS, JOSHUA	101816	10-41-670	500.00
10/16	10/25/2016	38871	GREAT AMERICA FINANCIAL SE	194056	10-50-530	1,252.99
10/16	10/25/2016	38872	GUSTOFSON, TIM	101916	10-32-239	1,200.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount
10/16	10/25/2016	38873	HOLY CROSS ENERGY ASSOC.	101816	10-50-410	63.59
10/16	10/25/2016	38873	HOLY CROSS ENERGY ASSOC.	101816	10-60-412	598.68
10/16	10/25/2016	38873	HOLY CROSS ENERGY ASSOC.	101816	10-70-410	266.08
10/16	10/25/2016	38873	HOLY CROSS ENERGY ASSOC.	101816	10-66-410	784.92
10/16	10/25/2016	38873	HOLY CROSS ENERGY ASSOC.	101816	51-72-410	613.54
10/16	10/25/2016	38873	HOLY CROSS ENERGY ASSOC.	101816	51-73-410	1,525.49
10/16	10/25/2016	38874	HORN, SARAH	11116	10-24505	500.00
10/16	10/25/2016	38875	HUGHES EXCAVATING CO., INC	6731	51-73-390	3,039.00
10/16	10/25/2016	38876	INTERMOUNTAIN TOXICOLOGY	12909	10-60-350	80.00
10/16	10/25/2016	38877	J & S CONTRACTORS SUPPLY	005954	10-60-600	42.65
10/16	10/25/2016	38878	JEFF BLEVINS	102111	10-62-530	30.00
10/16	10/25/2016	38879	JUDICIAL ARBITER GROUP, INC	16-138	10-45-310	1,040.00
10/16	10/25/2016	38880	KOIS BROTHERS EQUIP CO	108000	10-60-422	252.78
10/16	10/25/2016	38881	ROBERT LARSON	102116	10-62-530	30.00
10/16	10/25/2016	38882	MICHAEL CAMPBELL	101816	10-64-350	240.00
10/16	10/25/2016	38883	MICHAEL J. KINSLEY	134	10-41-670	975.00
10/16	10/25/2016	38884	MOUNTAIN WASTE & RECYCLI	121339	10-50-415	435.00
10/16	10/25/2016	38884	MOUNTAIN WASTE & RECYCLI	121619	10-70-420	135.00
10/16	10/25/2016	38884	MOUNTAIN WASTE & RECYCLI	121686	10-64-420	130.00
10/16	10/25/2016	38885	MT. DALY ENTERPRISES LLC	091416	10-75-700	2,039.27
10/16	10/25/2016	38885	MT. DALY ENTERPRISES LLC	101716	10-75-700	454.61
10/16	10/25/2016	38886	NANCY COOK KELLY	101216	10-41-675	250.00
10/16	10/25/2016	38887	NAPA AUTO PARTS	101816	10-61-580	7.44-
10/16	10/25/2016	38887	NAPA AUTO PARTS	101816	10-61-580	36.19-
10/16	10/25/2016	38887	NAPA AUTO PARTS	1704	10-61-650	17.65
10/16	10/25/2016	38887	NAPA AUTO PARTS	182352	10-61-430	29.98
10/16	10/25/2016	38887	NAPA AUTO PARTS	182699	10-60-600	5.09
10/16	10/25/2016	38887	NAPA AUTO PARTS	182998	10-60-690	5.09
10/16	10/25/2016	38887	NAPA AUTO PARTS	184097	10-61-650	97.28
10/16	10/25/2016	38887	NAPA AUTO PARTS	186136	10-50-430	1.09
10/16	10/25/2016	38887	NAPA AUTO PARTS	186366	10-61-580	111.87
10/16	10/25/2016	38887	NAPA AUTO PARTS	308057	10-60-600	6.83
10/16	10/25/2016	38888	PAUL NEILSON	102116	51-45-530	30.00
10/16	10/25/2016	38889	PITKIN COUNTY	35949	10-70-600	331.64
10/16	10/25/2016	38889	PITKIN COUNTY	35949	10-60-600	331.64
10/16	10/25/2016	38890	SALEEBY, JENNA	101816	10-66-350	75.00
10/16	10/25/2016	38891	SCHMUESER GORDON MEYER	03125A	10-24221	414.00
10/16	10/25/2016	38891	SCHMUESER GORDON MEYER	03125A	31-40-315	517.50
10/16	10/25/2016	38891	SCHMUESER GORDON MEYER	90040B	10-60-432	1,718.42
10/16	10/25/2016	38892	Screenvision	LOC00	10-64-540	192.00
10/16	10/25/2016	38893	SOPRIS ENGINEERING	110450	10-45-390	715.00
10/16	10/25/2016	38894	SOURCE GAS	101816	10-66-410	1,945.13
10/16	10/25/2016	38894	SOURCE GAS	101816	10-70-410	105.08
10/16	10/25/2016	38894	SOURCE GAS	101816	10-50-410	709.46
10/16	10/25/2016	38895	STAPLES BUSINESS ADVANTA	804125	10-45-600	177.98
10/16	10/25/2016	38896	STATE OF COLORADO	FGD02	51-45-570	465.00
10/16	10/25/2016	38897	SUMMIT PAINT & DECORATING	AP644	10-75-700	37.74
10/16	10/25/2016	38897	SUMMIT PAINT & DECORATING	AP644	10-50-435	47.68
10/16	10/25/2016	38898	STEPHANIE SYSON LLC	8.16.1	10-75-700	600.00
10/16	10/25/2016	38899	JUDITH TIPPETTS	102116	10-45-530	150.00
10/16	10/25/2016	38900	TJ CONCRETE CONSTRUCTIO	202586	10-60-435	2,639.00
10/16	10/25/2016	38901	TREVOR LALONDE	102116	10-70-530	30.00
10/16	10/25/2016	38902	T-TIME ENTERPRISES	1638	10-45-600	215.45
10/16	10/25/2016	38903	US Bank	321760	31-40-615	44,287.50
10/16	10/25/2016	38903	US Bank	321760	31-40-610	530,000.00
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	81935	10-50-430	9.58

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	82561	10-70-430	3.96
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	82887	10-50-430	79.99
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	82953	10-50-435	27.89
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	83283	51-73-600	16.32
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	83578	51-73-430	30.54
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	83752	10-60-600	25.97
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	83952	10-50-600	11.98
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	84119	10-62-600	6.59
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	84144	10-60-600	5.99
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	84175	51-73-600	5.99
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	84284	10-50-435	8.99
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	84374	10-50-435	6.97
10/16	10/25/2016	38904	VALLEY LUMBER COMPANY	84578	51-73-600	24.98
10/16	10/25/2016	38905	VILLAS @ ELK RUN HOMEOWN	100116	10-50-435	302.69
10/16	10/25/2016	38906	WAGNER EQUIPMENT CO.	P55CO	10-61-430	126.16
10/16	10/25/2016	38907	MATT WAGNER	102116	10-62-530	30.00
10/16	10/25/2016	38908	WASTE MANAGEMENT	091024	10-45-395	3,888.83
10/16	10/25/2016	38909	WELLS FARGO, N.A.	101816	51-30-100	120.52
10/16	10/25/2016	38910	WESSELLING, RYAN	102116	10-62-530	30.00
10/16	10/25/2016	38911	WILLITS TOWN CENTER, LLC	101716	10-41-670	250,000.00
10/16	10/25/2016	38912	WILSON, JIM	101916	10-58-590	138.95
10/16	10/25/2016	38913	SAMANTHA WOODARD	101816	10-64-350	400.00
Grand Totals:						899,413.68

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
1020200	43.63	899,457.31-	899,413.68-
10-22770	765.36	.00	765.36
10-22775	667.47	.00	667.47
10-24209	1,350.00	.00	1,350.00
10-24221	414.00	.00	414.00
10-24505	500.00	.00	500.00
10-32-239	2,600.00	.00	2,600.00
10-41-670	252,925.00	.00	252,925.00
10-41-675	8,550.00	.00	8,550.00
10-45-310	1,040.00	.00	1,040.00
10-45-390	2,915.14	.00	2,915.14
10-45-395	3,888.83	.00	3,888.83
10-45-520	2,392.69	.00	2,392.69
10-45-530	150.00	.00	150.00
10-45-590	2,490.00	.00	2,490.00
10-45-600	393.43	.00	393.43
10-47-330	500.00	.00	500.00
10-50-350	267.87	.00	267.87
10-50-410	773.05	.00	773.05
10-50-415	435.00	.00	435.00
10-50-430	90.66	.00	90.66
10-50-435	2,093.11	.00	2,093.11
10-50-530	1,252.99	.00	1,252.99
10-50-600	11.98	.00	11.98
10-54-600	2,760.00	.00	2,760.00

GL Account	Debit	Credit	Proof
10-58-590	138.95	.00	138.95
10-60-350	80.00	.00	80.00
10-60-411	1,987.82	.00	1,987.82
10-60-412	598.68	.00	598.68
10-60-422	252.78	.00	252.78
10-60-432	1,718.42	.00	1,718.42
10-60-435	8,250.00	.00	8,250.00
10-60-600	418.17	.00	418.17
10-60-690	5.09	.00	5.09
10-61-430	274.71	.00	274.71
10-61-580	111.87	43.63-	68.24
10-61-650	114.93	.00	114.93
10-62-530	150.00	.00	150.00
10-62-800	6.59	.00	6.59
10-64-350	880.00	.00	880.00
10-64-420	130.00	.00	130.00
10-64-540	192.00	.00	192.00
10-64-605	15.00	.00	15.00
10-66-350	75.00	.00	75.00
10-66-410	2,730.05	.00	2,730.05
10-70-350	2,000.00	.00	2,000.00
10-70-410	371.16	.00	371.16
10-70-420	135.00	.00	135.00
10-70-430	88.10	.00	88.10
10-70-530	30.00	.00	30.00
10-70-600	1,766.64	.00	1,766.64
10-70-710	24.37	.00	24.37
10-75-700	6,232.87	.00	6,232.87
31-40-310	750.00	.00	750.00
31-40-315	3,127.50	.00	3,127.50
31-40-610	530,000.00	.00	530,000.00
31-40-615	44,287.50	.00	44,287.50
51-30-100	120.52	.00	120.52
51-45-530	30.00	.00	30.00
51-45-570	465.00	.00	465.00
51-71-425	1.60	.00	1.60
51-72-405	35.00	.00	35.00
51-72-410	613.54	.00	613.54
51-73-390	3,039.00	.00	3,039.00
51-73-410	1,525.49	.00	1,525.49
51-73-430	30.54	.00	30.54
51-73-600	141.32	.00	141.32
51-73-700	2,896.52	.00	2,896.52
Grand Totals:	905,111.94	899,500.94-	5,611.00

Report Criteria:

Report type: GL detail

Check Detail Amount = {<>} 0

2016 ADVANCED AGENDAS**NOVEMBER 15, 2016****COUNCIL DISCUSSION ITEMS**

- Follow-up Discussion from November 8th Election
- Council Discussion 2017 Budget

ORDINANCES

- Continued 1st Reading on Stott's Mill – if ready
- 1st Reading Lease for Red Brick and Growing Years

OTHER

- Aspen Skiing Company Annual Report?
- Willits Town Center items

November 22, 2016 WORKSESSION AND LEGISLATIVE**ORDINANCES**

- 1st Reading on 2017 Budget
- 1st Reading on Supplemental Budget if necessary
- 2nd Reading for 132 W. Sopris ADU
- 2nd Reading Lease for Red Brick and Growing Years

OTHER

- Aspen Skiing Company Report (alternate date)
- Roaring Fork River Center Final Plan – Financial
- Leash Law Discussion – Chief Knott (Prior to meeting)

REGULAR COUNCIL

- Pre-Application for Art Base (or December 13rd)
- Continued Follow-up Discussion and Council Direction based on November 8th Election?

December 6, 2016

Special – CML Training

December 13, 2016 WORKSESSION AND LEGISLATIVE**ORDINANCES**

- 2nd Reading on 2017 Budget
- 2nd Reading on Supplemental Budget if necessary
- Resolution associated with Budget

December 27 – NO MEETING

2016 ADVANCED AGENDAS

PARTIAL LIST OF COUNCIL PRIORITIES TO BE SCHEDULED

- 1 Child Care and Regional Child care
- 2, 1 Community Survey
- 3 Economics of Special events
- 1, 2 Regional healthcare
- 2 Arts and performing arts related to the economy
- 2 Presentations to Council from these committees:
BPAC, POST, CHAMBER, Etc./Council Members to sit on
- 2 Urban renewal at Clarks-updates from Tim B
- 3 Willits intersection
- 3, 3 Way finding –urban trails and connections (part of POST update)
- 3 Changing big boxes to small businesses at Willits
- 1, 1 Single Track trails on public lands connected to Town of Basalt
Zero waste/compost effort in Basalt/Willits
Procurement Policies

OTHER DISCUSSION ITEMS IDENTIFIED BY STAFF

Adopting the 5 Yr. Capital Improvements Plan
Valley Rd/El Jebel Road Alignment
Traffic Calming on East Valley Rd and Throughout Town
Safe Routes to School
Code amendment Chapter 8 – Parking rules
Public Works Manual
Worksession – BDBA& Chamber
Presentation Colorado Parks and Wildlife – Bear Aware
Flood plain regulations
Two Rivers Road Master Plan
Master Plan Update
Art Base Expansion
TACAW Feasibility
Community Vitality Zone on Basalt Center Circle

LAND USE APPLICATIONS

Arbaney Kittle PUD Amendment- Pursuant to pre-development agreement
Town Park Arts Parcel – TACAW Approvals
132 W. Sopris Dr. Special Review
Habitat for Humanity School District Housing
Elice Final Plan
Roaring Fork Club Amendment to Remove Trees

**MEMORANDUM**

TO: Mayor Whitsitt and Basalt Town Council
FROM: Pamela Schilling, Town Clerk
DATE: October 25, 2016
RE: **Administrative Liquor Review/Approvals** (August and September)

The Town Clerk has administratively approved the following liquor licenses/permits:

- Heather's Hotel & Restaurant License
- Sure Thing Burger Beer and Wine License
- Cocina de Valle Hotel & Restaurant License
- City Market 3.2 License
- Four Dogs Retail Liquor Store License
- Bangkok Happy Bowl Hotel & Restaurant License
- Stubbie's Tavern Liquor License