

Notice: The Town is re-ordering the agenda for the August 23rd meeting to allow for public comment, and to appoint a temporary Town Manager, shortly after the start of the meeting at 6:00 pm.

A revised agenda will be posted to this site Tuesday morning.



101 Midland Avenue, Basalt, CO 81621

Meeting Date: August 23, 2016
Location: Town Council Chambers

TOWN COUNCIL MEETING AGENDA

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

6:01 2. Roll Call (Pam Schilling)

6:02 Executive Session:

Motion to Consider:

Mayor, I move that the Town Council enter Executive Session for:

- Determining positions relative to matters that are or may become subject to negotiations in accordance with C.R.S. 24-6-402(4)(e); specifically the purchase of property owned by the Roaring Fork Community Development Corporation; and
- For the purpose of a conference with the Town Attorney and outside counsel to receive legal advice regarding the Mike Scanlon personnel matter, in accordance with CRS 24-6-402(4)(b).

6:32 Break

6:37 3. Consent Agenda (Mayor Whitsitt)

3A. Minutes: August 2, 2016

Motion to Consider:

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

6:38 4. Council Comments, Reports, Disclosures and Other Reports

- 4A. Citizen Acknowledgment – Deb Morrison Camp Chip-a-Tooth
- 4B. Council Comments
- 4C. SGM – Engineer's Report
- 4D. Town Manager's Report

6:50 5. Citizen Comments: for Items Not on the Agenda and Items Added to the Agenda After the Deadline

5A. Carolyn Kane – Presentation about Basalt Regional Library District Ballot Issue

6:55 6. ITEMS FOR COUNCIL CONSIDERATION

6A. Approve Special Event Activity Permit for Fireworks Display at the Roaring Fork Club (James Lindt)

Motion to Consider:

Mayor, I move that the Town Council Approve the Special Event Activity Permit for the Fireworks Display

6B. **Basalt River Park Bond:** Council discussion on Information presented at Open Houses and for September 6th Resolution (Mike Scanlon)

Recommendation:

Council Discussion and Direction.

7:28 7. SECOND READING OF ORDINANCES:

7A. **Public Hearing and Second Reading of Ordinance No. 20, Series 2016:** An Ordinance of the Town Council of Basalt, Colorado, Utilizing the Uniform Election Code of 1992 in Lieu of the Municipal Election Code of 1965 in Order to Participate in a Coordinated Election with Eagle and Pitkin Counties on November 8, 2016. (Pam Schilling)

Motion to Consider:

Mayor, I move that the Town Council Approve Ordinance No. 20, Series 2016 on second reading.

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

Motion to Consider:

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

7:35 8. RESOLUTIONS

8A. Public Hearing and Resolution No. 35, Series of 2016: A Resolution of the Town Council of Basalt, Colorado Approving the Elice R-4 MD Sketch Site Plan for the Property Known as 150 W. Homestead Drive, Basalt, Colorado (James Lindt)

Motion to Consider:

Mayor, I move that the Town Council Approve Resolution No. 35, Series of 2016

7:50 9. FIRST READINGS OF ORDINANCES:

9A. Ordinance No. 23, Series of 2016: An Ordinance of the Town Council of Basalt, Colorado, Approving a Contract for the Purchase from the Roaring Fork Development Corporation Real Property Identified as Lot 1 of the Basalt Community Campus and Basalt Park Minor Subdivision (Tom Smith)

Motion to Consider:

Mayor, I move that the Town Council Approve Ordinance No. 23, Series of 2016, on first reading and set the second reading and public hearing for September 6, 2016

9B. Public Hearing and First Reading of Ordinance No. 21, Series of 2016: An Ordinance of the Town Council of the Town of Basalt, Colorado, Approving Amendments to Chapter 16, Zoning, of the Municipal Code of the Town of Basalt, Colorado, Amending the Community Serving Commercial (CSC) Zone District, Adding and Revising Definitions and Other Changes to Chapter 16, Zoning, In Order to Implement the Our Town Planning Master Plan Amendment (Susan Philp)

Motion to Consider:

Mayor, I move that the Town Council Approve Ordinance No. 21, Series of 2016, on first reading and continue and set the second reading and public hearing for September 6, 2016

8:55 10. RECOMMENDATIONS FROM THE FINANCE COMMITTEE

10A. Minutes of the Finance Committee: August 2, 2016

10B. Amended Council Policy 110 related to the Town Council Finance Committee

Motion to Consider:

Mayor, I move that the Town Council Approve the Amended Council Policy 110 related to the Town Council Finance Committee

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

- A. Accounts Payable
- B. Advanced Agendas
- C. August 15, 2016, letter from Basalt Childcare Coalition
- D. Minutes from August 12 Kitchen Cabinet Meeting

12. ADJOURNMENT

Motion to Consider:

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



101 Midland Avenue, Basalt, CO 81621

Meeting Date: Tuesday, August 2, 2016

Location: Town Council Chambers

BASALT TOWN COUNCIL SPECIAL MEETING MINUTES

1. Call to Order

The special meeting of the Basalt Town Council was called to order by Mayor Jacque Whitsitt at 6:20 pm.

2. Roll Call

Councilmembers present were Bernie Grauer, Katie Schwoerer, Jennifer Riffle and Mark Kittle. Councilmembers Gary Tennenbaum and Auden Schendler were absent.

3. Prioritization, Funding and Ballot Language for Land Purchase and Park Improvements related to the Basalt River Park

Town Manager Mike Scanlon said one issue revisited was the acquisition of the land; part of it is a private development piece and part of it is a park piece. Mike proposed that he and Bruce Kimmel could start working on an acquisition of the property as one parcel with use of COP or Certificates of Participation, allowing council to decide on how the development parcel works.

On the ballot issue language, Katie Schwoerer requested, in addition to the required form of language for this type of TABOR issue, there also be a common English version that everyone could easily understand.

Council requested a table of property taxes, and a nuanced full design, broken out costs of 3C (handout) including the terraced seating; and within that, which ones go together well – such as waterline improvements and children's water park.

Mike reminded Council that staff had also adjusted the POST sales tax dollars to create more maintenance dollars; this would be an additional question posed at the election. Jenn Riffle also asked for costs to grass cover the development parcel in the event nothing is built for a few years. An updated timeline was discussed with possible agenda discussion items, as was the phasing and construction schedule. A schedule of public informational open houses was proposed.

Bernie Grauer made a Finance Committee report to Council with directions to staff:

Bernie Grauer reported that Finance Committee at their meeting earlier this evening, had voted unanimously to recommend to Council that they terminate the predevelopment agreement with TACAW as of its August 9 meeting.

The Finance Committee requested Town staff to prepare a Council resolution, preparing the predevelopment agreement with TACAW as per section 4.J for the August 9 agenda.

The Finance Committee requests of the Council that it direct staff to make no reimbursements of TACAW expenses until August 9 and make no new expenditures be made by the Town on their behalf, and place on hold any contracts.

The Finance Committee requests staff place on hold any City contracts or expenses relating to TACAW until August 9. The Finance Committee requests that the Town Council direct the Town Attorney to advise them in Executive Session on August 9 of any legal ramifications of the termination.

Bernie Grauer asked if Council supported these recommendations. Tom Smith advised that the issues could be dealt with on August 9.

Mayor Whitsitt asked that the August 9 packet contain information to fully inform the Council of the issues so they are able to vote on the items on August 9.

Mike Scanlon explained the reason the Executive Session was set was for the acquisition in land in terms of laying out the financing of the property and was no longer needed.

M/S COUNCILORS KITTLE AND GRAUER TO ADJOURN THE MEETING AT 7:16 PM. THE MOTION CARRIED 5-0.

August 2, 2016 Special Meeting were read and approved this 23rd day of August, 2016.

BASALT TOWN COUNCIL:

ATTEST:

By: _____
Jacque Whitsitt, Mayor

Pamela Schilling, Town Clerk



MEMORANDUM

TO: Basalt Council
FROM: Louis Meyer PE
DATE: August 23, 2016
RE: Update from Town Engineer

This memo will summarize items worked on or issues to be aware.

Basalt Avenue Underpass

The Pre-construction meeting for the Basalt Avenue HWY 82 Underpass will be held 9:00 AM, August 30th at Town Hall. An agenda is attached. The Contractor, United, has not provided the detailed schedule yet. That will be provided at the Pre-construction meeting. Scott Baumgardner, Project Manager with United relayed via phone call today that United intends to now start late September or early October. The initial activities will include clearing and grubbing, utility installation, and the construction of the HYW 82 lane detours. The actual excavation for the underpass will not start until November and December. This work is dictated by the elevation of the groundwater.

As soon as we have more information from the Pre-construction meeting we will pass that on to the Trustees.

Tree clearing and shallow utility work is ongoing.

South Side Flood Plain Letter of Map Revision

No work

Article XVII – Flood Damage Prevention Ordinance Update

No work

Southside Traffic Study

From Lee Barger SGM's Traffic Engineer:

I presented traffic information to PZ on Tuesday night during the hearing for Stott's Mill. I am updating the study to reflect the current plan for Stott's which includes a daycare center and 3 tennis courts and changes to the Habitat site density by the high school. I will also be completing a sensitivity analysis to show what is the maximum buildout potential on the Southside while still maintaining acceptable peak hour operations at the SH 82 signal and adjacent Cody Lane intersections. The update and sensitivity analysis was requested by Susan and James this morning and should be complete within one week. I intend to present the latest findings at a work session that had been scheduled for next Tuesday, but now appears to be on the schedule for 9/13.

West Sopris Drive Rebuild

Work is complete. The drainage improvements were successful in drying up the wet street and alley subgrades which contributed to the deteriorating asphalt surface. A final punch list is scheduled for Thursday August 18, 2016. As built easements need to be prepared for the location of storm drains.

Southside Tank stabilization

Work is complete with the exception of some caulking between the tank and a retainer ring. The tank is now on line.

Whitewater Park

A preconstruction meeting took place 8:30 Friday at Town hall with Pitkin County, their contractor, Diggin It River Works Inc, The designer RiverRestoration.org, TOB staff including the Police Chief and Basalt Rural Fire Marshall, and representatives of Pitkin County.

Work is slated to begin during the week of August 29th provided that the 404 permit is received from the Corp of Engineers and the TOB issues a notice to proceed. Colorado Parks and Wildlife is a commenting agency in the 404 permit process and still has some concerns. Pitkin County's representatives have said that the permit will be issued in the next few days.

The Construction Management plan was discussed at length in the Pre-construction meeting. Traffic Control Plans, emergency access, vehicular trips in and out of the sight and noise mitigation were all discussed at length.

The majority of the work and associated truck traffic will access along Emma Road. Very little access to the site from Two Rivers Road will be required. We have asked that the work that is along Two Rivers Road be accompanied by a Traffic Control Plan.

Pitkin County will appoint Lisa MacDonald as the public information officer in charge of notifying rafting companies, neighbors and the general public. She will also act as the liaison between comments received by TOB from the public to the Whitewater Park Team.

A copy of the construction management plan and our review comments are attached.

A floodplain development permit has been submitted to the Town and approved. A copy of the letter approving the plan is attached.

An unresolved issue that came up in the meeting is the use of onsite trailers (2) for 24 hour security and living quarters for the duration of the project. The trailers will be located on private land. TOB staff will discuss.

Upper Bypass Bridge IGA with TOB and CDOT

The second sedimentation deposition measurement was taken on August 1, 2016. The measurements showed that no appreciable buildup of sediment has occurred from the initial reading taken in 2015. The trigger which would require CDOT to remove material has not been reached. However, the buildup of small cottonwood trees on the up valley or south side of the bridge in a braided channel is growing quickly and could become an obstacle to flows in the future. This should be a future discussion topic between the Town and CDOT. Our memo that summarizes the readings taken on August 1 is attached.

Susan Philip / James Lindt
Town of Basalt Planning Office
101 Midland Ave.
Basalt, CO 81621

August 9, 2016

Re: Pitkin County Recreational In-Channel Diversion (RICD) Project/Construction Management Plan

Dear Susan and James,

The purpose of this letter is to comment on the Construction Management Plan for the Pitkin County Recreational In-Channel Diversion Project submitted by the contractor. The contractor is Diggin It River Works, Inc. of Durango Colorado. The date of the submittal was August 2nd, 2016.

Overall the Construction Management Plan was comprehensive, detailed and has addressed most of the issues that will be of importance for this project. My comments and requests for additional information is as follows:

1. On page 1 on the Construction Management Plan it makes reference to a Storm Water Management Plan and requirement for silt fences, hay bales etc. Please provide the actual drawing that entails the Storm Water Management Plan.
2. Page 2 references a Disturbance Plan. Further on in the application reference is made to the removal of tree branches and small trees. We would request that any large trees greater than 2" caliper be flagged in the field for review prior to the Pre-Construction Meeting.
3. Page 2 references a temporary construction easement that has been established with the property owners, Fork Front Basalt LLC. Please forward a copy of that Construction Easement Agreement to the Town of Basalt.
4. On page 2, item #C Water Pumping, the plan references pumping will be in compliant with state, county and local laws, ordinances and permit requirements. Please be specific as to the location of the dewatering pumps and the location of the discharge.
5. On page 3, item #8, Concrete Washout, it states the concrete washout will be located out of the river channel and fenced are compliant with CDOT Specs. Please be specific of the exact location for the Pre-Construction Meeting.
6. On page 4, a list of required permits is provided. Please provide documentation that all Pitkin County permits have been obtained.
7. On page 4, for item 3.2 Public Notification, in addition to the public notification contained in the plan, public notification should be made through the newspapers and local radio station.

8. On page 4, under 3.3 Project Sign, we would request that signage also be installed on Two Rivers Road in addition to Emma Road.
9. Please be aware that the Town of Basalt may require Contractor licensing for work in the Town of Basalt limits.
10. We would request that during the pre-construction meeting that the traffic control plan specifically for Two Rivers Road be discussed and reviewed with the Town of Basalt police chief and fire marshals.
11. The Public Notification Plan should include communication to the local rafting companies about river closures.
12. Please provide documentation as to the number of truck trips on Emma Road that will be hauling rock material for the project.
13. The construction plans did not show property lines. The TOB will require assurance from Pitkin County and River Restoration that any property boundary adjacent to project disturbance must be delineated prior to construction.
14. The Construction Management Plan should address the timing of rock delivery during off peak hours.

It will be important for the Town of Basalt to be in attendance at the pre-construction meeting to confirm and verify the implementation of the Construction Management Plan. I will review the flood plain development permit in the next day and forward comments on that permit as well.

If you have any questions or comments please don't hesitate to call.

Sincerely,



Louis Meyer, SGM



Diggin It River Works, Inc.
1204 Avenida Del Sol #224
Durango, CO. 81301

Brian.Barackman@yahoo.com
(970) 306-2288

Rev 1 - August 17, 2016

CONSTRUCTION MANAGEMENT PLAN

FOR

PITKIN COUNTY RECREATIONAL IN-CHANNEL DIVERSION (RICD) PROJECT

Prepared By: Brian Barackman

1.0 PURPOSE OF THE PLAN

The Construction Management Plan was prepared by Diggin It River Works, Inc. for use on the Recreational In-Channel Diversion Project. The plan should be used as a reference guide and will accompany the project specifications and engineering plans. The main purpose of the Plan is to satisfy the requirements set by Pitkin County and the Town of Basalt. It also indicates how the construction project will be managed.

2.0 PROJECT LOCATION

2.1 Project Location: Roaring Fork River, immediately east of Basalt Colorado. Project Location- south of Two Rivers Road approximately 0.35 miles west of the Two Rivers Road/CO-82 intersection east of Basalt. (39° 21'47" N, 107° 1'46.3" W) (See Figure 1)

2.2 Disturbed Area

This will be a large scale project. Area of disturbance will be over 50 CY of soil. The limits of disturbance displayed on the plans are approximately 4.8 Acres. The actual area of disturbance will be 1.7 acres. The majority of grading for this project will be within the river channel. The grading outside the channel will consist of less than 1 acre at the Temporary access Ramp, access path and Fisherman's Boat Ramp.

Disturbed Areas: The project area is linear, as it is on the river. This area is over 1 Acre. The contractor will comply with state county and local ordinances and permit requirements. Disturbed areas will be limited to access and in-channel lines and grades as per plans and specifications. In these areas silt fences, hay bales, straw log wattles, turbidity curtains, holding ponds, filter fabrics and coffer dams will be utilized to minimize construction disturbance and sediment from entering the water ways. (as shown on the

site drawing) All areas in which disturbance occurs will be revegetated and returned to preconstruction condition or better. Construction Staging will be located at the east end of Emma Road, Lot J of Basalt Commercial Park. A temporary construction easement has been established with the property owners, Fork Front Basalt, LLC. (This easement agreement to be furnished by Pitkin County.)

2.3 Narrative Site Description

The scope of this project is to construct 2 recreational in-channel diversion recreation features, install bank stabilization, install 5 geomorphic structures and maintain care of water throughout construction.

A. Construction Activity: In general this project will include care of water, channel grading, dewatering, constructing 2 recreational in-channel diversions, bank stabilization, 5 geomorphic structures, 1 grade control, public access path, boat ramp improvements, erosion control, upland and riparian revegetation and planting. All work will be completed to the lines, grades and specifications on the plans. (Prior to pre-construction meeting, all trees larger than 2" caliper will be tagged.)

B. Channel Grading: Channel Grading will be constructed to the lines, grades and specifications in the plans and specifications. Prior to any excavation all BMP's and Care of Water measures will be in place for that specific location. Prior to any excavation a pre survey of the channel will take place in order to calculate materials and create an accurate pre and post construction mapping. Multiple turbidity curtains will be used to isolate work areas in order to eliminate turbidity from contaminating the waters of the Roaring Fork, various techniques will be utilized in which have been tested and proven to eliminate all turbidity from leaving the work area by Diggin It River Works Inc. (See figure 2)

C. Water Pumping: All pumping will be in compliance with State, county and local laws, ordinances and permit requirements. Pumping for dewatering purposes in order to build the recreational in channel diversion structures in the dry will be done by fuel and electrical pumps. All discharged waters will be properly filtered and released in holding ponds and completely clear and clean prior to reentering the waters of the Roaring Fork. The use of turbidity curtains within the holding ponds, maintenance of filtration systems, and timing of pumping while water to be pumped is clear will eliminate possible contaminants from entering the river. The use of oil booms downstream, within the holding ponds and within the coffer dam will eliminate any possible contaminants from equipment to enter the river. (The location of the dewatering pumps & location of the discharge is specified on the attached Site Drawing).

D. Sampling & Monitoring: Sampling and Monitoring will be provided by contractor and tested by a licensed facility in the area. If there is no potential of groundwater contamination the general parameters will include: Total Suspended

Solids, pH, flow reporting, and a visual check for Oil and Grease. If a visual sheen is not detected, sampling for oil and grease is not required, however if a visual sheen is detected, sampling for oil and grease is required. Phosphorus sampling is required if the discharge is to a basin with a Phosphorus control regulation (Bear Creek Reservoir, Cherry Creek Reservoir, Chatfield Reservoir, and Dillon Reservoir), and Total Dissolved Solids sampling is required if the discharge is to the Colorado River Basin.

E. Dewatering By-Pass Channel: I plan to excavate the small channel currently present along the left side of the vegetated cobble bar to the width of the vegetation, lowering the upstream center section to allow for flows up to 600 CFS. A 30 mil PVC FG liner with approximate dimensions of 22 x 400' will be installed to line the channel if it is determined that the percolation of the stream bed is too high for dewatering. Two to three 60" culverts will be used at the planned equipment access crossing. This will ensure project safety, prevent erosion of the island in flooding and be cost effective. The holding pond, located immediately downstream of the equipment access crossing, will be enlarged and will have three pools with turbidity curtains and oil Booms in them in order to eliminate all contaminants from entering the live stream.

F. Dewatering Cofferdams: Cofferdams will be constructed to dewater the area of the diversion structures. The cofferdams will minimize the environmental impact on the river by reducing the amount of turbidity. The dams will be constructed prior to Sept. 30, 2016 and will be in place throughout the construction of the bank stabilization, access pass, and (2) in-channel diversion features. It is anticipated that the demolition of the cofferdams will be in January.

G. Concrete: Concrete grout will be poured inside the precast wave block structures once they are placed. This pour will be performed in a completely dewatered conditions, the area around the precast structures will be covered with cloth or plastic to protect from any spillage. The trench immediately around the precasts will have straw wattles and fabric above the water to absorb any concrete that happens to get that far the out flow of the first pump will filter through a Geolon 100 filter or equivalent and enter a mini holding pond where it will be pumped to through an additional filter and into the holding ponds.

H. Concrete Washout: Concrete washout will be located out of the river channel, in fenced area and in compliance with C-Dot specs or Concrete trucks will wash out at Mixing Plant. (Included in Site Drawing)

I. Public Utilities: There will be no utility work on this Project. All existing utilities will be protected in place.

J. Revegetation: All disturbed areas will be revegetated better than existing conditions. See contract documents planting plan for more information.

3.0 PROJECT DOCUMENTATION

3.1 Permits

All construction activities will be in compliance with State, County and Town laws and regulation and all required Permits.

Section 401 Water Quality Certification No: 4265

U.S. Army Corps of Engineers Individual Permit number SPA-210-639

SCO (extension expected August 2016)

Town of Basalt Ordinance No. 18

CHDPE Dewatering Permit- in process

3.2 Public Notification

Public Notification of the project shall be accomplished with Project Signage with information to visit Digginriverworks.com for information on the project, project phasing, scheduling, hauling, traffic control and pedestrian concerns. Jason Carey with RiverRestoration is the designated as the Projects Public Information Officer (PIO) and will be responsible in matters pertaining to the Town of Basalt and the media. Quinn Donnelly, also of RiverRestoration, will assist Jason. Lisa MacDonald is designated as the Healthy Rivers Fund Administrator for Pitkin County BOCC, the owner. Brian Barackman with Diggin It River Works, Inc. will notify adjoining land owners and property owners periodically with emails and signage. Pitkin County is developing a Public Relations plan for the project, which will include phone call notifications to local fishing guide and rafting companies about the river closure. Pitkin County will also provide public notification through local newspapers, radio and social media. Project information will be updated throughout the duration of the project. Any road closures in which may be necessary will be posted three weeks in advance of closure.

3.3 Project Sign

Project signs will be located at the construction staging area at the site access road at the east end of Emma Rd and on Two Rivers Road adjacent to the construction area. (See example)

3.4 Contact Designation

The Contact Designation will be located in all heavy equipment, on the construction staging fence, in construction vehicles and in the job trailer. (See example project sign)

4.0 PROJECT IMPLEMENTATION

4.1 Pre-construction Meeting

A pre-construction meeting is scheduled for 8:30 AM on Friday, August 19, 2016 at the Town of Basalt town council chambers in Town Hall. Representatives from Pitkin

County, Town of Basalt and the contractor and engineer associated with the upcoming CO-82 underpass were invited to the meeting.

4.2 Dates of Construction

Construction will commence on or after Aug 15, 2016 and completion date will be April 30, 2017. In channel work will be complete no later than February 15, 2017.

4.3 Hours of Construction

Hours of construction will be 7am-7pm Monday through Saturday. No construction is permitted on Sundays and Federal designated holidays.

4.4 Sequence (Phasing) of Construction

Activity Sequence: Project will commence on or after August 15, 2016. Prior to in channel grading installation of BMP's include access ramp, tracking pad, erosion and sediment control, oil booms, turbidity curtains and sediment control holding ponds and implementation of SWPPP. The in-stream work will begin on or after August 17, 2016 and begin on the upstream reach, followed by construction of the bypass channel and Coffey Dams. Diversion structures, river right bank stabilization and public access trail will be built in a completely dewatered site approximately first week of October and may continue through December. Upon approval from Colorado Parks and Wildlife (CPW) the coffer dams will be partially removed and features tested, modifications made to Engineers representatives approval and the coffer dams will be removed and by pass channel graded. Fisherman's Park boat ramp improvements will start approximately the 1st week of January. In channel work will be completed by February 15, 2017. Final clean up and demobilization will be completed by April 30, 2017.

4.5 Detailed Approach

- a. Obtain the licenses, permits, and signage, provide construction management plan -traffic control plan, an approved dewatering plan, utility locates and Survey.
- b. Contractor shall file the extension with CPW by September 15, 2016.
- c. Install yard fencing
- d. Mobilize equipment for the Work at the Staging Area on Emma Road
- e. Implement Traffic control, construction area signage
- f. Provide and work to a Care of Water Practices
- g. Harvest all stakes and poles and store in an area approved by County representative
- h. Installation of bypass channel culverts, coffer dams and haul road
- i. Dewater construction area
- j. Remove and stock pile existing bank stabilization rocks and replace with fill material to stabilize the bank, fill staging area, and haul off approximately 90% of haul off material. At this time we will Grade the upstream reach and install grade controls reusing the old bank boulders. At that time Contractor will acquire the extension.

- k. Survey the diversions and precast locations, install precasts, haul in and install boulders.
- l. Boulder installation will start on upstream feature first completing center section. Second, river right wing, downstream reach and Emergency access Pathway.
- m. Continuing the in-channel boulder work Contractor will start at the wave blocks first building the center section of upstream feature, second the river right wing and connecting the bank work to the downstream feature, third the river left wing and forth the upstream river right and river left sections of the wing and forth the upstream river right bank work. At this point Contractor will resurvey, make adjustments if needed, open the coffer dams and test the feature. If needed, Contractor will re-dam and make adjustments in the dry or make adjustments in the wet.
- n. When the water features are perfected Contractor will remove the coffer dams, install riffle, install habitat boulders, remove the bypass piping, install the geomorphic structures, grade controls, fill the bypass channel and connect to upstream river left reach. Remove the holding ponds using boulders on grade controls. Contractor will demobilize from access road, topsoil and replace logs. Then Contractor will mobilize to Fisherman's Park to excavate and haul off materials, import and place boulders, and plant birch trees and install road base.
- o. Planting of willows and cottonwoods will proceed at the end of the project or as soon as it is best.

4.6 Adjoining Properties

The adjoining properties of the Project are Two Rivers Road, Lot J at the end of Emma Road and Emma Road.

1. Two Rivers Rd. is within the project limits yet will have two areas where construction will be adjoining.
 - A. Resurfacing of road base on the Fisherman's Boat Ramp.
 - B. Road base and crusher fines installation for the Public access path.
2. Lot J at the End of Emma Road is within project limits and a fill of Screen 5" minus material will be graded in to the lines and grades that will be provided by RiverRestoration.org
3. Emma Road is to be utilized as the delivery route and haul off route to the site there will be no excavations near Emma Road. The site access and vehicle tracking pad will adjoin to Emma Road at the east end of Emma Road. Prior to any construction Emma Road will be video recorded and copies will be made provided to the County and Town of Basalt.

4.7 Project Fencing

Project Fencing will be provided on this project where applicable. The project limits in the plans is significantly larger than the area to be utilized for construction, much of the project limits are in roadways, the river channel and in heavily foliage areas. In order to reduce the impact in these areas project fencing will be reduced to areas in which construction will be confined. Orange construction fencing will be installed at the site access road at the end of Emma Road and continue to the channel access, along the north side of the cul-de-sac. The construction staging yard will have chain link fence that will be secured during non-work hours. The north side of the Roaring fork between Two Rivers road will have orange construction fence from the west end of project to the east and ending at the trees. Fisherman's Park Boat Ramp will have orange fence at 50' east and west of boat ramp down to the water edge and along road way shoulder.

4.8 Natural Environment

In order to Protect and minimize the effects on the natural environment protection measures will be in place prior to any construction or demolition.

1. Access road- Trees branches will be cut back to allow adequate space for heavy machinery to pass through without braking branches. Young cottonwoods and willows within the footprint of the access road will be cut at the base and clippings stored upstream for revegetation. A thin layer of topsoil will be placed over the existing grasses in order to preserve vegetation. Aggregate will be placed on top of topsoil in order to eliminate tracking of mud onto Emma Road. Erosion control logs will be installed on both sides of the Access road to eliminate sediment from migrating to the natural environment.
2. Access Ramp- Young cottonwoods and willows within the footprint of the access ramp will be cut at the base and clippings will be stored upstream for revegetation. Silt fence will be installed on both sides of ramp. Topsoil will be excavated out and relocated. Alluvium and cobble will be placed on ramp to eliminate sediment from entering the river channel. At night during, rain storms and on the days in which there will be no work at the site certified weed free hay bales will be placed and keyed in at the base of the ramp. A rock curb will be placed at the top of the ramp in order to reduce any sediment from entering the river channel.
3. Heavy Machinery- Equipment will be completely washed/ steamed cleaned, free from noxious weeds, invasive aquatic plants and aquatic organisms. All equipment will have Bio Blend environmentally safe hydraulic fluid in it and absolutely no leaks.
4. River Channel- Oil booms will be placed across the river channel in order to collect any oil from unforeseen mishaps and leaks. If a leak is detected the equipment will be immediately removed from the channel and contained. Oil booms will be stored in the machines for immediate response. A spill kit will be located at the access ramp with tarps, oil booms, oil absorbent towels, towels, paper towels and environmentally safe organic cleaner. Oil booms will be replaced periodically and visually checked.

5. Protect in place trees- All mature trees, including ponderosa pines, within or adjacent to the work area will be protected with orange fence around dripline. Trees near Site Access road will have limbs trimmed so they are not broken by Heavy Equipment. All trees greater than 2-inches that will potentially be trimmed will be flagged and review with the Town of Basalt prior to the start of construction.
6. Fuel Area- Fuel Area will be contained with a berm and 30 mil rubber liner to contain any possible spills. A spill kit will be located at fueling Tank.

4.9 Wildlife Habitat

The Roaring Fork River hosts many types of wildlife and their habitat. Protecting wildlife habitat will be a top priority. The utilization of turbidity curtains in the river channel will minimize the turbidity and control sediment from moving down stream of the project. This will greatly reduce the impact on fish habitat and the aquatic microorganisms within the Roaring Fork River. Cofferdams will be installed on the main channel which will allow work in a dewatered area which will significantly reduce impacts on wildlife and habitat. Holding ponds for pumping discharge will be in place prior to any pumping. The by-pass channel will give the fish passage through the project site, down river, in order to spawn. If we find evidence of beavers in the area we will make beaver baskets around the by-pass channel inlet and outlet in order to deter them from damming the bypass. Elk, deer and bears tend to stay away from the noise of the heavy equipment.

Additionally, if Bald Eagles happen to be present, as their activity is common to Colorado Rivers, all heavy equipment will be shut off until they are gone. A sign will be posted prohibiting all dogs from the site.

5.0 PARKING MANAGEMENT

5.1 Emergency Vehicle Access

The site will have continuous emergency access to Police, Fire and Ambulance services throughout the duration of the project via the construction access road.

5.2 Construction Parking Details

Parking for all Craftsman, laborers, subcontractors and contractors will be located within the staging area located at the east end of Emma Road throughout the project and will be designated for the project. A maximum of 10 vehicles will be parked for this project at one time. While construction is in progress at the Fisherman's Park Boat Ramp the contractor will park a single vehicle at the Fisherman's Park Parking area and shuttle workers to the site.

5.3 Staging Areas

All Staging will be within the project limits and identified on detail. Delivery vehicles will unload deliveries at the end of Emma Road at staging area in which will not obstruct traffic or pedestrians. Delivery and removal of Heavy Equipment will occur after business hours as to minimize obstructs to vehicle traffic and pedestrians. Traffic control personal will assist with the mobilization of heavy equipment. There will be three heavy

equipment deliveries and haul off, to and from the staging area. A concrete pump truck will be utilized to pump concrete for the Wave Blocks and will be located in the dewatered dam area. Concrete trucks will deliver concrete. Pipe supplier will deliver pipe, fabric and pond liner. A fuel Truck will deliver fuel once to twice a week as needed. Other deliveries include trees and shrubs, precasts, fencing and other possible deliveries will all be delivered to Staging Area. Materials and boulders will be hauled on and off site via 18 wheeled sidedump trucks. Below is the delivery schedule in which may have adjustments throughout the project.

5.4 Proposed Delivery Schedule

1. Aug. 10 Construction Trailer, Traffic Signage
 2. Aug. 12 Side dump Truck
 3. Aug. 14 Lowboy Trailer, compactors
 4. Aug. 15 Construction Fence, Temp Restroom Facilities
 5. Aug. 16 Excavator Delivery
 6. Aug. 17 Concrete Blocks for Turbidity Curtains
 7. Aug. 18 Culvert Delivery
 8. Aug. 22 Loader Delivery
 9. Aug. 23 Screen Delivery
 10. Aug26 Filter Fabric, Pond liner, Erosion Control Blankets,
 11. Aug. 29 Shrub delivery for upstream restoration
 12. Sept .10 pump delivery
 13. Sept. 15- Oct 28 (2) Precast Wave Block delivery
 - 14 Sept. 19- November 7 Concrete pump truck/2 concrete mixer trucks
- Boulder and material hauling will take place throughout the project and maximum daily loads will be 10 loads when we haul material off site. Boulder and material hauling will Start Aug 23 and continue until the end of project.
- 60" boulder delivery= 50 loads- Maximum 6 loads/day
48" boulder delivery= 40 loads- Maximum 6 loads/day
Base and crusher fines delivery= 4 loads
Haul off to Emma Road Disposal= 18 loads
Haul off to off-site location= 30 loads
Total Estimated Loads= 142
(136) Loads – Emma Road (6 Loads)- Fisherman's Park Boat Ramp

Delivery of boulders and rock materials will depend on the working hours at the Quarry. Work hours at this project have been set at 7am to 7pm.

5.5 Construction Trailer, Materials Storage and Waste Management

Construction trailer, job materials storage, portable restrooms, waste management and recycling containers will all be located within the Fenced in staging area. No accumulated debris, litter or trash from the construction site will blow onto adjoining properties. Trash receptacles will comply with Pitkin County Wildlife Protection ordinance. See project site plan for more information.

6.0 TRAFFIC CONTROL

Traffic control and traffic Plan is provided by A-1 Traffic Control of Silt CO.

7.0 RIVER USERS AND PEDESTRIAN PROTECTION

River Users and Pedestrian Protection will be addressed in the Traffic Control Plan

8.0 SEDIMENT AND EROSION CONTROL

8.1 Requirements

A drainage and erosion control plan is included. This plan identifies all Access, Earthmoving, Demolition and Building Permits. The Sediment and Erosion Control Plan will be maintained and updated as needed per changes in conditions. The Sediment and control plan will be maintained until surface coverage is at least 70% of predisturbance levels, or until permanent physical erosion reduction methods have been employed. Erosion Control Blankets will be utilized on slopes, straw hay logs will be utilized at the edge of disturbed areas in which are to be revegetated. The area of disturbance outside the river channel will be less than one Acre.

9.0 FUGITIVE DUST CONTROL

9.1 Fugitive Dust Control Plan

Construction of the Pitkin County (RICD) Project has the potential to degrade air quality or to create a nuisance for adjacent properties or roadways as a result of blowing dust. The areas of disturbance and materials stock piles will be watered to control the fugitive dust. An Application Form for a Fugitive Dust Control Plan to the Environmental Health & Natural Resources Department has been submitted for review and approval.

10.0 EMISSIONS

10.1 General

All Vehicles and equipment used on the project site will be properly maintained such that the engines will function within the manufacture's standards and /or parameters.

10.2 Emissions from Diesel Powered Engines

Emissions from diesel engines operated shall be of a shade or density no darker than 40% opacity, except for starting motion no longer than 10 seconds or for stationery operation not exceeding 10 seconds.

11.0 NOISE SUPPRESSION

11.1 General

All construction activity will comply with Pitkin County noise limitations as outlined in section 6.36 in the County Code. All construction equipment (Heavy Equipment, Haul Trucks, Hydraulic Pumps, Generators and all other equipment) used on site will be adequately muffled and maintained to minimize project noise. No Jake brakes will be used by haul trucks within Town limits.

APPENDICIES

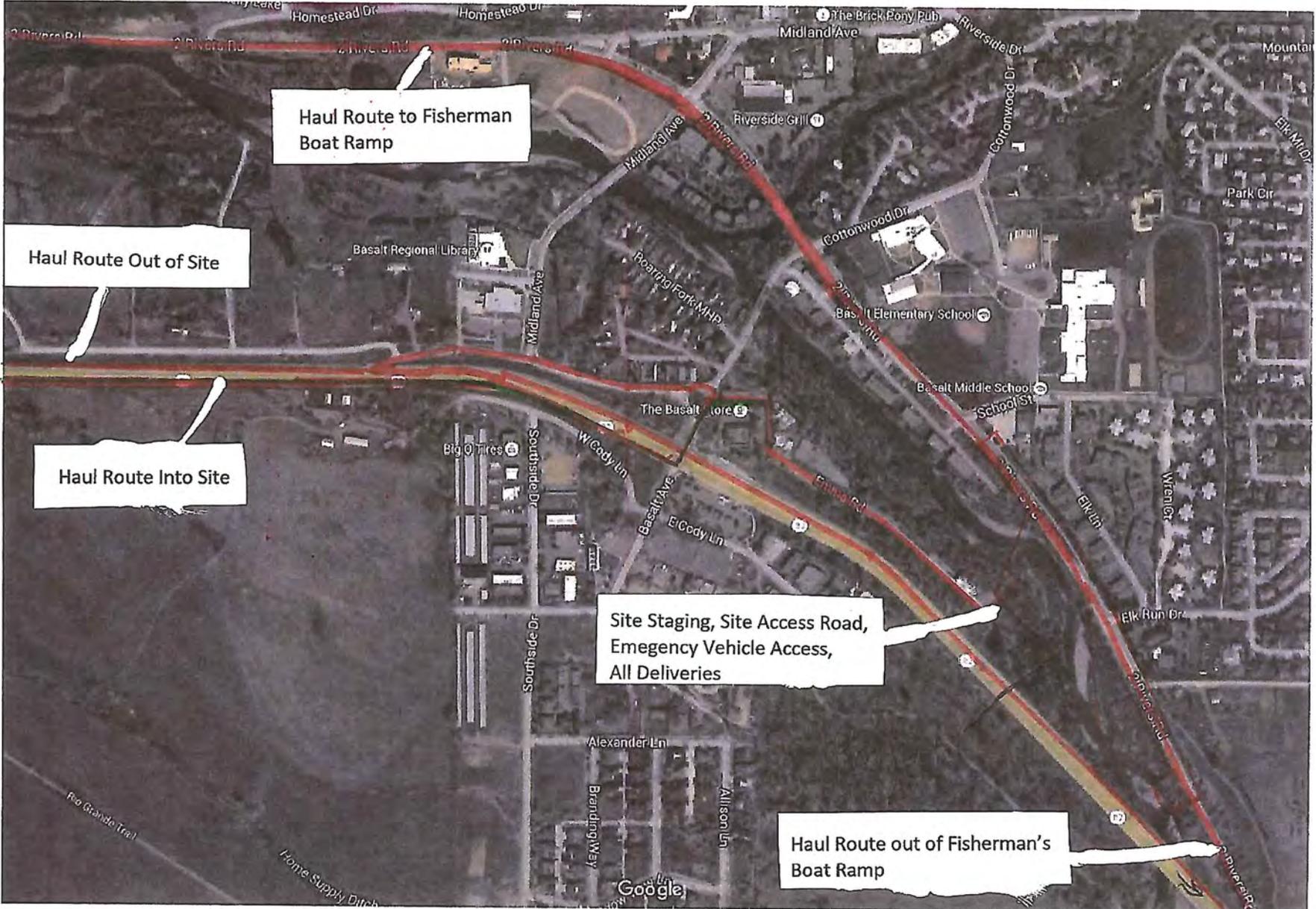
- A - Haul Route Map
- B - Required Project Sign
- C - Fugitive Dust Control Plan Application
- D - Large Scale Application Form
- E - Contact List
- F - Revegetation Report
- G - Traffic Control Plan
- H - Spill Plan
- I - Project 401 Water Quality Certification
- J - Site Access and Staging Area Plan

Pitkin County Recreational In-channel Diversion Project

Appendix A – Haul Routes Map



To
Glenwood
Springs



To Aspen

Pitkin County Recreational In-channel Diversion Project

Appendix B – Required Project Sign



PITKIN COUNTY

RECREATIONAL

IN-CHANNEL DIVERSION

(RICD)PROJECT

Building Permit #

Section 401 Water Quality Certificate No. 4265

US Army Corps of Engineers Individual Permit No. SPK-2010-634

TOWN OF BASALT Ordinance No. 18

STATE OF COLORADO DISCHARGE PERMIT – PENDING

Diggin It River Works, Inc.

Contact: Brian Barackman

(970) 306-2288

Emergency Phone # (970) 306-2288

24 Hour Emergency Contact # (970) 306-2288

Pitkin County Recreational In-channel Diversion Project

Appendix C – Fugitive Dust Control Plan Application



PITKIN COUNTY FUGITIVE DUST CONTROL PLAN

Property Owner(s): Pitkin County
 Property Address: Roaring Fork River, immediately east of Basalt CO. located south of Toward approximately 3.5 miles west of the Two Rivers Rd / CO-82 intersection east of Basalt Zip Code: 81621
 Parcel ID: 035 miles west of the Two Rivers Rd / CO-82 intersection east of Basalt
 Contact Person: Brian Barackman Phone Number: (970) 306-2288
 Email Address: Brian.Barackman@Yahoo.Com Fax Number: N/A

Describe the development activity:

Recreational In-Channel Diversion facility on and adjacent to the Roaring Fork River main channel near Basalt CO.

Total area of land in project: _____ Acres
 Date earthmoving will commence: Aug 15, 2016 Stop: April 15, 2017
 Total area subject to earthmoving: _____ Acres
 Total disturbed area at any one time: _____ Acres
 Area to be paved (roads, parking lots): 0 Acres
 Date paving will be completed: N/A
 Estimated time to complete entire project (includes buildings): 6 months
 List any known or suspected contaminants in the soil: Unknown

Check the dust control measures which you propose to implement:

I. Control of Unpaved Roads on Site

- Watering
 - Frequent (Watering frequency of 2 or more times per day)
 - As needed
- Application of Chemical Stabilizer
- Vehicle Speed Control
 Speeds limited to _____ MPH maximum. Speed limit signs must be posted.
 (Generally 30 mph is maximum approvable speed on site.)
- Graveling

II. Control of Disturbed Surface Areas on Site

- Watering
 - Frequent (Watering frequency of 2 or more times per day)
 - As needed
- Application of Chemical Stabilizer
- Covering Large Mounds of Soil Exposed for >24 Hrs
- Vehicle Speed Control
 Speeds limited to _____ MPH maximum. Speed limit signs must be posted.
- Revegetation
 - Seeding with mulch
 - Seeding without mulch
- Furrows at Right Angle to Prevailing Wind
 Depth of furrows _____ Inches (must be greater than 6")

- Compaction of Disturbed Soil on a Daily Basis to Within 90 % of Maximum Compaction (As determined by a Proctor Test).
 - Foundation areas only
 - All disturbed soil.
- Wind Breaks
 - Type: _____ (E.g., snow fence, silt fence)
- Synthetic Or Natural Cover For Steep Slopes.
 - Type: Erosion Control Blanket (E.g., netting, mulching)

III. Prevention of Mud and Dirt Carried Out Onto Paved Surfaces.

- Prevention
 - Gravel Entryways
 - Washing Vehicle Wheels
 - Other: _____
- Cleanup of Paved Areas
 - Frequency: _____ Times Per Day
 - Street Sweeper
 - Hose With Water
 - Other: _____

List Any Other Control Methods:

I agree to institute and maintain these fugitive dust controls at all times during development. I further acknowledge and agree that I may be required to supplement or modify the controls specified above during the course of my project if conditions warrant (e.g., more frequent watering during periods of prolonged drought).



Signature of Person Responsible for Implementing Plan:

Brian Barackman

Name (please print)

7/16/2016

Date

President

Title

Submit this form to: Pitkin County Environmental Health & Natural Resources
 0405 Castle Creek Rd., Suite 10
 Aspen, CO 81611
 Phone: 970.920.5070
 Fax: 970.920.5077
www.aspenpitkin.com/ehnr

FOR COUNTY USE ONLY:

Approved _____ Denied _____

By: _____

Date: _____, 20____

Pitkin County Recreational In-channel Diversion Project

Appendix D – Large Scale Application Form





APPENDIX D

DESCRIPTION OF WORK

This Project is for the installation of a Recreational In-Channel Diversion facility on and adjacent to the Roaring Fork River Main Channel near basalt Co. 5 Geomorphic Structures and river restoration and revegetation.

PUBLIC NOTIFICATION PLAN

We will post signage at the site and on Two Rivers road with Diggin' It River Works Inc website in which will be updated weekly. Public notification at town meetings

DATES OF CONSTRUCTION

Aug. 15 - April 1, 2017

HOURS OF CONSTRUCTION

7am - 7pm Monday - Saturday.

HOW WILL EXCAVATED SOIL BE USED?

Excavated soil will be hauled off site, build Cofferdams and relocated on site.

ATTACHMENTS:

The following items shall be included as attachments:

- Vicinity Map
- Project Sign
- Contact List
- Site Plan(s) Showing:
 1. Disturbance Area
 2. Revegetation Plan
 3. Construction Fencing
 4. Emergency Vehicle Access
 5. Construction Parking
 6. Staging Areas
 7. Trailers, material storage, waste management, etc.
- Sequencing Schedule
- Traffic Control and Emergency Access Plan
- Revegetation Plan
- Fugitive Dust Control Plan

Pitkin County Recreational In-channel Diversion Project

Appendix E – Contact List



**PITKIN COUNTY
RECREATIONAL IN-CHANNEL DIVERSION (RICD)
PROJECT
CONTACT LIST**

Owner: Pitkin County- Lisa MacDonald	(970) 920-5190
Contractor Site Supervisor-Brian Barackman	(970) 306-2288
Site Safety Officer- Brian Barackman	(970) 306-2288
Traffic Control Officer	
Erosion Control Representative- Brian Barackman	(970) 306-2288
Town of Basalt- Town Manager Mike Scanlon	(970) 929-4378
Basalt Fire Department	(970) 704-0675
Basalt Police Department	(970) 927-4316
Roaring Fork Transit Authority (RFTA)	(970) 927-4316
Roaring Fork School District	(970) 384-6000
Colorado 811 Utilities locating	811
USIC Locating Services	(800) 778-9140
Comcast	(888) 824-4010
Centry Link	(800) 283-4237
Holy Cross Electric	(970) 945-5491
State of Colorado Department of Transportation	(970) 328-6385
Holland Hill Metro Distric	(970) 273-3100
Valley Veiw Hospital Glen Wood Springs	(970) 945-6535
Aspen Valley Hospital Aspen CO	(970) 9251120
Colorado Department of PublicHealth and Environment	(303) 692-2000
Toll-Free 24-hour Environmental Emergency Spill Reporting Line	1-877-518-5608

Call 911 For Emergencies

Pitkin County Recreational In-channel Diversion Project

Appendix F – Revegetation Report



Appendix F

Pitkin County Revegetation Report

Jobsite Address Roaring Fork River Basin
 Parcel # _____
 Property Owner & Mailing Address: Pitkin County
530 E. Main St. Aspen CO. 81611 Phone Number: _____
 Applicant Name & Mailing Address: Diggin It River Works, Inc.
1204 Avenida del Sol #224 Durango Co. 81301 Phone Number: 970-306-2288

Seeding Method Hand broadcast
 Seed Rate (lbs PLS/acre) _____ Approx Area Covered _____

Pitkin County pre-approved Seed Mix (circle one):
 (see Pitkin County Land Management Website at <http://www.aspenpitkin.com/pdfs/depts/64/PCseedmix.pdf> for seed mix contents and breakdowns)

Pitkin County Irrigated Seed Mix **Pitkin County Non-Irrigated Seed Mix**
 Pitkin County Beneficial Browse Mix Dryland Pasture/Old Hay Fields Mix

Other Seed Mix (subject to approval by Pitkin County Land Management):

Common Name	Scientific Name	% of Mix
<u>Tufted Hairgrass vns</u>	<u>Dechampsia</u>	<u>10</u>
<u>Thickspike Wheatgrass 'Critana'</u>	<u>Elymus lanceolatus ssp lanceolatus</u>	<u>15</u>
<u>Streambank Wheatgrass 'Sieder'</u>	<u>Elymus lanceolatus ssp psammophilus</u>	<u>20</u>
<u>Slender Wheatgrass 'Sagehen's'</u>	<u>Elymus intermedia ssp intermedia</u>	<u>10</u>
<u>Western Wheatgrass 'Arriba'</u>	<u>Poacopyron smithii</u>	<u>35</u>
<u>Fowl Bluegrass vns</u>	<u>Poa palustris</u>	<u>10</u>

NOTE! All seed MUST be Certified, blue-tagged seed, and must be free of Colorado listed noxious weed species. This certifies that seed meets high purity and germination standards and has a low weed content. Pitkin County Land Management may request from the applicant the Blue Tags which are removed from seed bags before mixing. Applicants should ask the seed vendor to provide these tags with the seed purchase.

Mulch Type _____ Mulch Rate (lbs/acre) _____

Tackifier/Tacking Method _____

Estimated Date Started Aug. 15, 2016 Estimated Date Finished April 15, 2017

Applicant Signature Ben Baerkm

Comments: _____

Questions? For more information on revegetation methods, seed mixes, and local contacts, please see the Pitkin County Revegetation Guide, located at: <http://www.aspenpitkin.com/pdfs/depts/64/revegguide.pdf>

You may also contact Susan Pearson, Pitkin County Zoning Officer:
 (970)-429-2789

Susan.Pearson@co.pitkin.co.us

Pitkin County Recreational In-channel Diversion Project

Appendix G – Traffic Control Plan

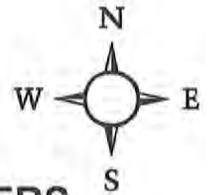


DIGGIN IT RIVER WORKS

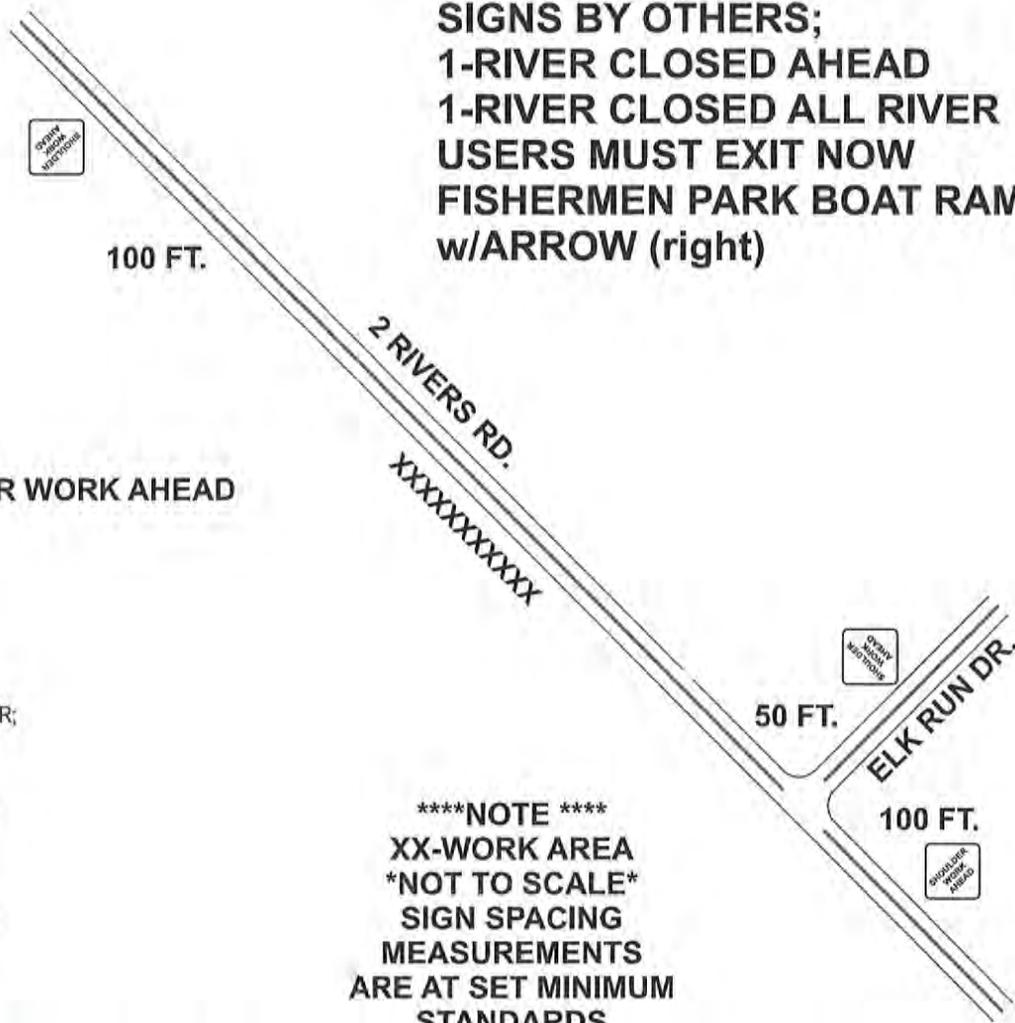
RECREATIONAL IN-CHANNEL DIVERSION PROJECT

SHOULDER WORK

2 RIVERS RD..
 BASALT, CO.
 MUTCD TA-6
 7-28-16



NOTE;
 2 SIGNS FOR RIVER USERS SHALL BE PLACED, ONE ON THE UP RIVER SIDE OF THE BRIDGE @ HWY 82 & ABOUT 2 RIVERS RD., SECOND SIGN SHALL BE PLACED AT THE FISHERMEN PARK BOAT RAMP PULL OUT.
SIGNS BY OTHERS;
 1-RIVER CLOSED AHEAD
 1-RIVER CLOSED ALL RIVER USERS MUST EXIT NOW FISHERMEN PARK BOAT RAMP w/ARROW (right)



SIGN LIST;
 2-36" SHOULDER WORK AHEAD

PREPARED BY
 TRAFFIC CONTROL SUPERVISOR;

Cal Whitman

APPROVED BY _____ DATE _____
 CONTRACTOR;

APPROVED BY _____ DATE _____
 CITY/TOWN OF;

DATE

****NOTE ****
 XX-WORK AREA
 NOT TO SCALE
 SIGN SPACING
 MEASUREMENTS
 ARE AT SET MINIMUM
 STANDARDS

Cal Whitman
 V.P. Owner

A-1 TRAFFIC CONTROL & BARRICADE INC.
 32597 HWY 6 & 24
 SILT, CO 81692
 (970)876-0728 office
 (970)876-0307 fax
 calw@a1trafficcontrol.com
HIGHWAY SAFETY SINCE 1981



BBB.
 ACCREDITED
 BUSINESS
 bbb.org



ATSSA
 AFTER ROADS SAVE LIVES

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
 SAFETY BEARS THE COST
 This is to affirm that
 Cal Whitman
 has satisfied the requirements
 to be designated as a
 CERTIFIED TRAFFIC CONTROL SUPERVISOR
 Cert. #: 0081
 Issue Date: 02/25/2012
 Expiration Date: 02/23/2016
 Continuation Holder: *Cal Whitman*

Pitkin County Recreational In-channel Diversion Project

Appendix H – Spill Plan



Appendix H - Spill Prevention and Contingency Plan

1.1 PURPOSE OF THE PLAN

This Spill Prevention and Contingency Plan (Plan) was prepared by Diggin It River Works, Inc. for use at the Recreational In-Channel Diversion Project. The Plan should be used as a reference guide and will accompany the project specifications and plans. The main purpose of the Plan is to help contractor personnel prepare for and respond quickly and safely to hazardous spill incidents. If implemented appropriately, the plan will ensure an effective, comprehensive response to prevent injury or damage to the construction personnel, public, and environment during the project.

1.2 Project Definition

The Pitkin Recreational In-Channel Diversion Project is defined in the Construction Management Plan of Operations.

1.3 Uses and Organization of the Plan

The Plan is to be used to inform Contractors and Diggin It River Works staff of the potential hazardous materials, contamination prevention, emergency spill response, and responsibilities associated with hazardous materials during The Project. Contractors are expected to comply with all procedures described in this document, as well as explicit instructions given by Diggin It River Works personnel in emergency situations. Liability for failure to do so rests with the contractor. Any expense incurred by Diggin It River Works during project construction that results from contractor non-compliance with spill procedures, response, or damage will be passed on to the responsible sub-contractor.

The Plan outlines the responsibilities and procedures when responding to hazardous spills involving DIGGIN IT RIVER WORKS contractors on the project. The Plan contents include:

1. General procedures for effective management of spill response within the geographic boundaries of the Project.
2. Identification of management, equipment, and other resources that can be used during a response operation.
3. Specific spill response procedures that provide guidance for spill response planning and operations.
4. Specific notification and reporting procedures for contacting management and governing agencies.

A copy of this Plan shall be distributed to all personnel that may provide assistance during spill response activities for DIGGIN IT RIVER WORKS operations.

2.1 HAZARDS ASSESSMENT

The hazardous materials that may be on site during installation include those usually associated with the operation and maintenance of vehicles and machinery, and include diesel fuel, gasoline, hydraulic fluid, brake fluid, antifreeze, and lubricants. Other materials considered hazardous are chemicals used in portable toilets and the associated human waste. There is also the possibility of encountering buried hazardous or toxic materials during construction operations. Each of these hazards is discussed briefly below.

2.2 Vehicle Fluids

The materials associated with vehicle operation and maintenance is hazardous to humans, wildlife, and sensitive environments. Spills of diesel fuel, gasoline, hydraulic fluid, brake fluid, engine oil, lubricants, etc. are considered serious and emergency response procedures must be initiated (See Section 4.2.1). These materials can be toxic to skin, eyes, respiratory system, and internal organs. Toxicity can be transmitted in the form of liquid or vapor. These materials may also be flammable and combustible, and proper precautions must be used in handling spills. Antifreeze, Freon, and other non-petroleum products are also hazardous toxic substances. The same spill prevention and response actions are to be employed with spills of these materials.

Potential sources of spills of vehicle fluids include mobile refueling trucks and construction vehicles and equipment. Potential causes of vehicle fluid spills include: emergency ruptures in fuel tanks or construction equipment; overflow of fuel from the tank during the refueling of equipment; seepage of fuel or lubricants during normal operation or storage; spills of oil or hydraulic fluid, etc. during on-site vehicle and equipment servicing; vehicle accidents; and natural disasters.

2.3 Chemical Toilets and Human Waste

Proper disposal and disinfection of human waste at the construction site is required. Human waste may contain infectious bacteria, pathogens, or other health hazards. Waste must be contained in portable toilets that receive periodic cleaning and disposal of waste. Chemicals used in toilets are also hazardous to wildlife and sensitive environments. Portable chemical toilets could overflow if not pumped regularly or they could spill if dropped or overturned during moving.

2.4 Unknown Hazardous Materials

The potential exists for encountering unknown buried or illegally deposited hazardous materials in the Project area. These may take the form of underground storage tanks, utility pipelines, unmarked drums, septic drain fields and tanks, asbestos pipe, etc. Construction personnel shall be alert to indicators of buried hazardous waste, including partially buried unidentified drums or pipe; encountering unusual resistance with equipment; or encountering unusual or unpleasant odors during construction. If any of these indicators are observed, construction shall stop until the identity of the material encountered is assessed. The hazard associated with unknown buried materials must be assumed to be high due to the unknown nature of the material. Any unknown hazardous materials encountered require special handling and emergency response procedures (See Section 4.2.4).

3.1 SPILL PREVENTION AND CONTAINMENT

3.2 Spill Prevention Measures

The number one defense against spill is prevention. The easiest way to prevent spills is to:

- conduct proper vehicle maintenance and inspections;
- And store all materials in protected areas.

3.1.1 Vehicle Fluids

All personnel shall be trained to maintain and inspect their vehicles and equipment. All machinery found to be a potential source of a future spill shall be removed from the construction site and repaired. Vehicles with chronic or continuous leaks must be removed from the construction site and repaired before returning to operations. No leaking of any material from equipment or vehicles will be tolerated on the job site. The contractor shall make every effort to ensure compliance prior to an incident. Contractors are solely responsible for any spills of hazardous materials and the subsequent cleanup, disposal of waste, and restoration of any contaminated areas. Hazardous materials may be disposed of at various sites within Pitkin County and non-hazardous materials may be disposed of at an appropriate disposal or recycling facility.

Restrictions will be placed on all equipment refueling, servicing, and maintenance supplies and activities. All maintenance materials, oils, grease, lubricants, antifreeze, etc. shall be stored in the staging area with proper containment. If they are required during field operations they shall be placed in a designated area away from site activities and in an approved storage container.

No refueling, storage, servicing, or maintenance of equipment shall take place within 100 feet of drainage or sensitive environmental resources to reduce the potential of contamination by spills. No refueling or servicing shall be done without absorbent material or drip pans properly placed to contain spilled fuel. Any fluids drained from the machinery during servicing shall be collected in leak-proof containers and taken to an appropriate disposal or recycling facility. If these activities result in damage or accumulation of product on the soil, it must be disposed of as hazardous waste (see Section 5.1). Under no circumstances shall contaminated soil be added to a spoils pile and transported to a regular disposal site.

All wash down activities must be accomplished away from sensitive environmental resources.

3.1.3 Unknown Hazardous Materials

Awareness of the potential for encountering unknown hazardous materials, and early recognition of potentially hazardous materials are the best prevention for avoiding emergencies. Contractors shall visually inspect the alignment prior to trenching activities for any evidence of hazardous waste storage appearing above the surface of the soil. Indicators of buried materials include: old vent pipes; concrete pads; portions of drums; pipes; tanks; discolored or stained soils; and evidence of dumping. Contractors must also be alert to encountering buried hazardous waste while trenching. If any unusual objects are hit, or unusual odors are encountered while trenching, contractors must investigate the source before proceeding. Should underground tanks or pipelines be encountered, the possibility exists for flammable materials, toxic fumes, or explosion. Trenches should be considered "confined space" when potentially hazardous materials are discovered (see Appendix B).

3.2 Spill Containment Measures

Several measures can be taken to prepare for quick and effective containment of any potential spills prior to undertaking construction activities. First and foremost, each contractor shall keep adequate supplies of spill containment equipment at the construction sites. These shall include both specialized spill containment equipment (listed below in Section 3.3 "Spill Containment Equipment") and excess supplies of straw bales, silt fencing, and portable vacuum pumps, to be available as needed.

Other spill containment measures include using drip pans and/or absorbent materials underneath vehicles and equipment every time refueling, servicing, or maintenance activities are undertaken.

3.3 Spill Containment Equipment

The following equipment shall be on-site with each construction crew in the event prevention techniques are not adequate and a spill does occur.

1. Emergency Spill Kit - (general contents may vary with manufacturer) contains at a minimum:
 - a) Ten sorbent socks
 - b) Three disposal bags and ties c) three pair of safety glasses
 - d) three pair of rubber gloves e) one sorbent drip pillow
 - f) Sorbent pads, 18" x 18"
 - g) One Emergency Response Guide Book h) two sorbent spill pillows, 24" x 18"
 - l) Four hazardous labels
 - j) One bag Lite-Dri Absorbent (or equal)
 - k) Dedicated shovel and broom
2. Absorbent Pads - These pads (18" x 18") are 100% polypropylene fabric that absorbs 11 times their weight in liquids. Pads absorb 10 gallons of liquid per bale of 100 pads. Each crew will have 100 absorbent pads.
3. Absorbent Skimmers Booms - Skimmers will float indefinitely before or after saturation with oils. Skimmers are made of 100% meltdown polypropylene fill that repels water. They absorb ten times their weight and can be used in lakes, streams, or on the ground. Each skimmer has a harness kit attached that is made of yellow polypropylene rope with grommets that are used to connect skimmers. Each boom is 8 ft. x 10 ft.
4. One 55 gallon clean drum, lined with polypropylene material (overpack). The drum can be used to store spill response materials until needed. When a spill occurs, all soiled pads, pillows, skimmers, contaminated soil, etc. shall be placed in the drum for disposal after the cleanup is accomplished.

It is the contractor's responsibility to make sure these materials are on-site at all times and personnel are trained in their use and disposal prior to spill response.

4.1 EMERGENCY RESPONSE PROCEDURES

4.2 Initial Notification and Activation

A formal notification process shall be initiated when a spill or potential spill is first observed. Immediate actions are necessary. The first individual who discovers a spill (spill observer) will be responsible for initiating notification and response procedures. All personnel responsible for responding to spills must have completed training in recognition and response to spills of hazardous materials. The contractor is responsible for providing spill recognition and response training for all contractor employees. DIGGIN IT RIVER WORKS will be responsible for providing spill recognition and response training for all their project personnel. The project personnel who must be notified and will assist in hazardous spill response include, but are not limited to:

1. Spill Observer
2. Contractor's Job Superintendent
3. Senior DIGGIN IT RIVER WORKS person on site
4. DIGGIN IT RIVER WORKS Project Manager
6. Spill Response Team

General responsibilities of the designated personnel are outlined as follows:

Spill Observer is the first person to witness a spill. They must immediately:

1. Make an assessment of the incident as observed;
2. If the incident can be safely controlled, take steps to do so. For example, shut off the source of spill;
3. Notify the Contract Compliance Inspector. Provide as much information as possible;
4. Begin to fill out the Spill Notification Checklist (Appendix A).

Contractor's Representative is the Contractor's Job Superintendent, or other Contractor personnel designated to fulfill the Contractor's responsibilities. They will:

1. Determine if the spill response team is needed to accomplish cleanup;
2. Determine if additional spill response support is necessary;
3. Coordinate with the senior DIGGIN IT RIVER WORKS employee on site to initiate spill response;
4. Initiate Spill Response Team;
5. Complete containment, cleanup and disposal of hazardous waste;
6. Complete Spill Notification Checklist (Appendix A); and
7. Complete all reporting to DIGGIN IT RIVER WORKS.

The Project Manager will:

1. Coordinate with the Contractor's Representative regarding level of spill response required;
2. Notify governmental agencies if necessary.

The Spill Response Team is composed of Contractor employees or outside companies hired by the Contractor who is designated to respond to spills. The Spill Response Team will:

1. Follow the Spill Response Flow Chart (Figure 1);
2. Follow the specific spill response procedures outlined in the Plan; and
3. Take direction from the Contractor's Representative for additional actions needed for spill response.

4.3 Specific Response Procedures

Specific response procedures have been developed for various kinds of spills including vehicle fluid spills; chemical toilet and human waste spills; and discovery of an unknown hazardous material. Some response procedures common to all spills are to keep people away from the spilled material, secure the source of the spill if this can be done safely, and determine the material spilled and the volume, extent, and potential for danger of the spill. Follow the steps outlined in the Spill Response Flow Chart (Figure 1), and the Spill Notification Checklist (Appendix A).

The first step at the discovery of any spill is keep people away from the spilled material. Close off the area and do not leave the site unattended.

Securing the source of the spill is an extremely important step in response activities. However, a source should be secured only if it can be performed safely without risk to human life or health. Steps to be taken to secure the source include turning off machinery, clamping or disabling hoses, etc.

The second step at the discovery of any spill is to fill out the Spill Notification Checklist (Appendix A). Another key element in early response to all spills is determining of the type of material spilled and the volume and extent of the spill. These facts should be determined as soon as possible in order to facilitate planning and initiate proper response operations. The volume will be needed to evaluate equipment and personnel needs, as well as requirements for storage and disposal of recovered waste. A rough estimate of the spill volume can be generated from visual observation and source identification. Minor spills are those that have the least probability of environmental damage, not necessarily the smallest volume.

4.2.1 Vehicle and Machinery Spills

Incidents of loss of a petroleum product from equipment or vehicles shall be considered a spill. After the spill has been flagged to warn people to stay away, the volume and extent of the spill estimated, and initial notification procedures accomplished, the spill must be confined. Do not handle materials without wearing protective clothing (i.e. gloves, etc.). Use the Spill Response Flow Chart to determine the level of cleanup and response team necessary to handle the incident (Figure 1).

Generally follow the steps listed below:

1. When the spill is discovered begin making notations on the Spill Notification Checklist.
2. Determine if the Spill Team Response is needed to complete cleanup.
 - a) If the answer is NO, submit incident reports to DIGGIN IT RIVER WORKS and the Project Manager.
 - b) If the answer is YES, go to step 3.
3. Activate the local spill response team. Generally these are personnel designated on a construction crew, but the team may be supplemented by other contractor personnel.
4. Determine if additional cleanup contractors are necessary for a major incident.

- a) if the answer is NO and the incident is determined to be a minor spill, conduct internal cleanup, review and evaluate the cleanup, determine if the cleanup is beyond the local response team ability or equipment; if the answer is NO, complete the cleanup, restore the damaged areas, properly dispose of all waste, and submit incident reports to DIGGIN IT RIVER WORKS and the Project Manager. If during cleanup, the incident is determined to be beyond the abilities of the local response team, hire additional contractors to help with the cleanup.
 - b) If the answer is YES, hire additional contractors to help with the cleanup.
5. The local spill response team shall coordinate cleanup activities with DIGGIN IT RIVER WORKS, the Project Manager, and agencies as appropriate.
 6. Arrange for proper testing (if substance is unknown, Intermountain Labs in Sheridan or other laboratories within Colorado is potential testing facilities) and disposal of all waste.
 7. Closely monitor all cleanup activities.
 8. Ensure proper disposal of absorbent materials, containers, and soils, as required.
 9. Complete the cleanup and restore damaged areas.
 10. Submit incident reports to DIGGIN IT RIVER WORKS and the Resident Project Engineer.

Cleanup may range from very simple removal of minor spills, to installation of skimmers around large spills or between sensitive areas and spills for longer, prolonged cleanups. Cleanups can be on pavement or on soil surfaces. Contractor personnel shall be trained in the proper use of the cleanup materials.

All spills on pavement shall be thoroughly removed with absorbent socks, pillows, or pads and Lite-Dry (or equal) granules. After absorption the granules shall also be removed. All materials used in cleanup, shall then become hazardous waste. Place all materials in a 55 gallon lined drum, seal it, and label the contents. The drum must then be sent to a designated disposal site. A chain of custody form must accompany the drum (provided by Disposal Company). It is strongly recommended that all contractors determine a disposal site in advance of a spill incident.

All spills on soil require the same treatment as on pavement, with the exception that contaminated soil is also part of the generated hazardous waste and must be handled as such and removed from the site.

Absorbent materials shall remain in use until it has been determined by the DIGGIN IT RIVER WORKS and Contract Compliance Inspectors that a spill cleanup is complete and the incident is closed.

4.2.2 Chemical Toilet Spill

Chemical toilets are self-contained and pose little threat to the construction site. Chemicals used in portable toilets are biodegradable and generally non-toxic to humans. However, they can pose a danger to wildlife and sensitive habitats by virtue of heavy concentration of chemicals and human waste. They shall be pumped out at least one time per week. Toilets shall never be placed in or near an environmentally sensitive area.

In the unlikely event that a portable toilet spills during transport or relocation, the same procedures for other hazardous material spills shall be used. Disposal of absorbent materials shall be handled the same as other spills, with proper disposal by the toilet supply company.

4.2.3 Unknown Hazardous Materials

There is always a possibility that personnel may unexpectedly encounter a hazardous situation when working in the field. The most likely materials that may be encountered during excavation would be buried underground tanks, utility pipelines, drums, or asbestos pipe.

If there is any doubt regarding the degree of hazard of a particular circumstance and personnel are unsure as to what measures to take, the following steps shall be taken immediately to ensure the health and safety of the personnel involved.

1. STOP WORK IMMEDIATELY.
 - Personnel shall remove themselves from the hazard or suspected area.
2. OBTAIN AS MANY DETAILS OF THE SITUATION AS POSSIBLE, WITHOUT ENDANGERING YOURSELF OR OTHERS.
 - a) While obtaining information details:
 - Never enter confined spaces (i.e. excavation trench).
 - Do not handle any materials.
 - Extinguish all flames (i.e. welders, torches, cigarettes).
 - Do not remove objects from trenches or refill excavated area.
 - b) Things to note:
 - Site location/address or closest Cross Street and station.
 - What was encountered (i.e. tank, drum, pipe, sewage, etc.).
 - Approximate size of object.
 - Odors or any discoloring of soils.
 - Material object is made of (i.e. steel, fiberglass, plastic, etc.).
 - Was there or is there a potential for a spill, release, discharge, etc. of toxic or hazardous liquid, gas, vapor, dust, or mist?
 - Estimated amount of chemical released.
3. CONTACT SUPERVISORS IMMEDIATELY
4. IF YOU MUST LEAVE THE SITE TO NOTIFY SUPERVISORS:
 - Appoint personnel to police the site until you return.
 - Mark off area of concern (i.e. flagging, cones, etc.).

- Do not allow anyone to enter the site.

Following these actions, personnel shall be given proper direction from supervisors on how to proceed. By simply removing personnel from the hazard and maintaining good communications, many accidents can be avoided. Remember if there is any doubt about the safety of on-site employees in particular circumstances; initiate the proceeding course of action.

4.3 Reporting of Major Spills

Upon recognition of a major spill, notification is critical to immediate response. Notification shall be given to the nearest construction crew supervisor and the DIGGIN IT RIVER WORKS employee so that appropriate spill response can begin immediately. After initial spill response has begun, notification and reporting to agency personnel shall occur. The following guidelines should be followed when reporting major spills:

1. Never include information that has not been verified;
2. Never speculate as to the cause of the incident or make any acknowledgment of liability;
3. Do not delay reporting because of incomplete information;
4. Notify persons/agencies and document notification and the content of the message; and
5. Complete the Spill Notification Checklist as information is confirmed

The agencies to be notified will vary depending on the spill location. [Page 11](#) contains a listing of the agencies requiring notification, along with phone numbers.

5.1 CLOSING OF THE SPILL INCIDENT

5.2 Disposal of Waste

Following the cleanup of a spill, the waste, absorbent materials, protective clothing, and any soil that has been contaminated must be removed to a designated hazardous waste disposal area. All contaminated materials shall be sealed in 55 gallon drums and labeled with the contents. If the contaminant is unknown, a sample of the material must be collected and analyzed before disposal. A permit or approval in writing must be obtained prior to disposal of the drum. A copy of the permit and a chain-of-custody form (obtained from the disposal contractor or testing laboratory) must accompany the material and copies must be attached to the Spill Notification checklist submitted to DIGGIN IT RIVER WORKS and the Project Manager. It is advisable for contractors to establish a relationship with a disposal facility before an incident occurs. Local landfills may be able to receive some petroleum products. However, it is up to the contractor to perform sampling, testing, and coordination with landfills or a disposal company. Transporting hazardous waste is regulated by federal and state agencies under the Resource Conservation and Recovery Act (RCRA) and other statutes. The contractor is responsible for the proper disposal of all waste and understanding the responsibilities under federal and state statutes.

5.3 Final Reporting

Spill incidents that require cleanup must be reported on the Spill Notification Checklist. Notification must begin as soon as the incident occurs. The checklist shall be submitted to DIGGIN IT RIVER WORKS and the Project Manager as soon as it is complete. Forms must be submitted no longer than five days after an incident is closed. A copy of the permit or disposal approval and the chain-of-custody for the disposal must be attached to the Spill Notification Checklist. The forms shall be reviewed and filed in the contractor's file. No exceptions will be tolerated.

If a situation arises involving an unknown hazardous material, the Spill Notification Checklist can be used to report the incident. This incident may require a very different approach to removing the hazard and the contractor may be required to remove the material. The incident must still be reported by the contractor.

5.4 Follow-up Investigation

A critique following a spill response is beneficial to evaluate the actions taken or omitted. Recommendations and suggested modifications will be made to prepare for the possibility of future spills. Should a contractor have an abnormally high incident of spills, corrective actions may become necessary. Contractors should consider the following examples of questions that are likely to be appropriate at each stage of a critique:

Detection

- Was the spill detected promptly?
- How was it detected and by whom?
- Could it have been detected earlier?
- How?
- Are any procedures available to consider which might aid in spill detection?

Notification

- Project Manager?
- Were proper procedures followed in notifying DIGGIN IT RIVER WORKS and the Resident Project
- Agencies?
- Were notifications prompt?
- Was management response appropriate?
- Was the Engineer notified promptly? If not, why not?

Assessment/Evaluation

- Was the magnitude of the problem assessed correctly at the start? What means were used for this assessment?
- Was there adequate measurement or estimation of the spill volume? What was the initial strategy for response to this spill?
- Is the strategy defined in the spill plan?
- How did the strategy evolve and change during this spill and how were these changes implemented?
- What caused such changes?
- Are there improvements needed? More training? Response
- What steps were taken to mobilize spill countermeasures? What resources were mobilized?
- Was mobilization prompt?
- Could it have been speeded up or should it have been? How could this be improved?
- Were outside spill contractors needed and called in promptly? Was containment effective and prompt?
- How could it have been improved?

Command Structure

- Who was initially in charge of spill response? What sort of organization was initially setup? Was there adequate surveillance?
- Were communications adequate? What improvements are needed? Is more planning needed?
- What are the roles and effects of the various government agencies involved? Were government agencies adequately informed at all stages?
- Were too many agencies involved?
- Was there adequate agreement with the government agencies on cleanup criteria? How was this agreement developed?

All contractors and subcontractors are responsible for their actions. DIGGIN IT RIVER WORKS and the Project Manager will provide guidance and recommendations, if necessary. Contractors shall be liable for any costs incurred by DIGGIN IT RIVER WORKS or the Project Manager as a result of their negligence regarding hazardous materials.

SPILL NOTIFICATION CONTACT LIST

Pursuant to Chapter 4 of the WWQRR, the following spills/releases are reportable to the DEQ:

1. Releases of "oil" and "hazardous substances" which enter waters of the state.
2. Releases that are determined to be a threat to enter waters of the state and are: a) considered a "hazardous substance", or b) any amount greater than either 10 barrels of any combination of crude oil/petroleum condensate/produced water OR 25 gallons of refined crude oil products.
3. Suspected releases from above or underground storage tanks are regulated by Chapter 17, WWQRR. For more information on underground storage tanks, [click here](#).
4. Please note that non-reportable spill events are still required to be addressed immediately by containing, removing, and disposing of the released product according to DEQ regulations.

The following information is provided as a convenience. No warranty on the accuracy or completeness is given nor should be assumed. The contractor is responsible for compiling the appropriate spill response agency contact information for their work.

Spill Reporting and Response		
Agency	Government	Contact
CO. Dept of Public Health & Environment	State	1-(877)518-5608
Environmental Protection Agency	Federal	1-(800) 424-8802
National Response Center	Federal	1-(800) 424-8802
Emergency Management Coordinator	Pitkin County	(970)920-5234
Basalt Fire Department	Basalt	(970) 704-0675
Pitkin County Dept of Public Health	Pitkin County	(970)920-5420
Project Engineer	Engineer	(970)947-9568
Town of Basalt	City	(970)929-4378
Pitkin County	County	(970)920-5190
Colorado Parks and Wildlife	State	(970)947-2924

SPILL CHECK LIST

Date: _____ Time: _____ Name: _____

Contractor: _____ Location/Station#: _____

Description of Spill (color, length, width, type): _____

Type of Product: _____ Estimated Quantity: _____

Source of Spill (vehicle, machine, etc.): _____

Describe initial containment procedures: _____

Weather Conditions: _____

Note if spill reached any body of water: _____

Individuals notified of spill (include name, company, date, time and response): _____

Pitkin County Recreational In-channel Diversion Project

Appendix I – Project 401 Water Quality Certification



STATE OF COLORADO

Bill Ritter, Jr., Governor
Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.
Denver, Colorado 80246-1530
Phone (303) 692-2000
TDD Line (303) 691-7700
Located in Glendale, Colorado

Laboratory Services Division
8100 Lowry Blvd.
Denver, Colorado 80230-6928
(303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

September 3, 2010

County of Pitkin
Attn: John Ely
530 East Main Street, Suite 302
Aspen, Colorado 81611

Re: Section 401 Water Quality Certification

Colorado 401 Certification No.: 4265

US Corps of Engineers 404 Permit No.: SPK-2010-00639

Description: Modify the Roaring Fork River for kayaking, tubing, rafting, and fishing

Location: Section 17, Township 8 South, Range 86 West, Latitude 39.3623°,
Longitude -107.029°

Watercourse: Roaring Fork River, Upper Colorado River Basin, Segment COUCRF03a
of Roaring Fork River Sub-basin

Designation: Reviewable

Dear Mr. Ely:

The Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division (Division) has completed its review of the subject Clean Water Act (CWA) Section 404 Permit Application, and our preliminary determination with the issuance of the State of Colorado 401 Certification Public Notice (5 CCR 1002-82.5(B)). An antidegradation review has also been completed pursuant to Regulation No. 31, Basic Standards and Methodologies for Surface Water (5 CCR 1002-31). The Division's review concluded that only temporary impacts to water quality should occur as a result of this project.

This letter shall serve as official notification that the Division is issuing "Regular Certification" in accordance with 5 CCR 1002-82.5(A)(2).

The 401 Certification issued by the Division pursuant to 5 CCR 1002-82.3(C) shall apply to both the construction and operation of the project for which a federal license or permit is required, and shall apply to the water quality impacts associated with the project. This certification does not constitute a relinquishment of the Division's authority as defined in the Colorado Water Quality Control Act, nor does it fulfill or waive any other local, state, or federal regulations.

Certification Requirements:

- (A) The following requirements shall apply to all certifications:
- (1) Authorized representatives from the Division shall be permitted to enter upon the site where the construction activity or operation of the project is taking place for purposes of inspection of compliance with BMPs and certification conditions.
 - (2) In the event of any changes in control or ownership of facilities where the construction activity or operation of the project is taking place, the successor shall be notified in writing by his predecessor of the existence of the BMPs and certification conditions. A copy of such notification shall be provided to the Division.
 - (3) If the permittee discovers that certification conditions are not being implemented as designed, or if there is an exceedance of water quality standards despite compliance with the certification conditions and there is reason to believe that the exceedance is caused, in whole or in part, by the project, the permittee shall verbally notify the Division of such failure or exceedance within two (2) working days of becoming aware of the same. Within ten (10) working days of such notification, the permittee shall provide to the Division, in writing, the following:
 - (a) In the case of the failure to comply with the certification conditions, a description of (i) the nature of such failure, (ii) any reasons for such failure, (iii) the period of non-compliance, and (iv) the measures to be taken to correct such failure to comply; and
 - (b) In the case of the exceedance of a water quality standard, (i) an explanation, to the extent known after reasonable investigation, of the relationship between the project and the exceedance, (ii) the identity of any other known contributions to the exceedance, and (iii) a proposal to modify the certification conditions so as to remedy the contribution of the project to the exceedance.
 - (4) Any anticipated change in discharge location and/or quantities associated with the project which may result in water quality impacts not considered in the original certification must be reported to the Division by submission of a written notice by the permittee prior to the change. If the change is determined to be significant, the permittee will be notified within ten days, and the change will be acknowledged and approved or disapproved.
 - (5) Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions herein is prohibited, except (i) where unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with limitations and prohibitions herein. The Division shall be notified immediately in writing of each such diversion or bypass.

- (12) The use of chemicals during construction and operation shall be in accordance with the manufacturers' specifications. There shall be no excess application and introduction of chemicals into state waters.
- (13) All solids, sludges, dredged or stockpiled materials and all fuels, lubricants, or other toxic materials shall be controlled in a manner so as to prevent such materials from entering state waters.
- (14) All seed, mulching material and straw used in the project shall be state-certified weed-free.
- (15) Discharges of dredged or fill material in excess of that necessary to complete the project are not permitted.
- (16) Discharges to state waters not identified in the license or permit and not certified in accordance therewith are not allowed, subject to the terms of any 401 certification.
- (17) Except as otherwise provided pursuant to subsection 82.7(C), no discharge shall be allowed which causes non-attainment of a narrative water quality standard identified in the Basic Standards and Methodologies for Surface Waters, Regulation #31 (5 CCR 1002-31), including, but not limited to discharges of substances in amounts, concentrations or combinations which:
 - (a) Can settle to form bottom deposits detrimental to beneficial uses; or
 - (b) Form floating debris, scum, or other surface materials sufficient to harm existing beneficial uses; or
 - (c) Produce color, odor, or other conditions in such a degree as to create a nuisance or harm existing beneficial uses or impart any undesirable taste to significant edible aquatic species, or to the water; or
 - (d) Are harmful to the beneficial uses or toxic to humans, animals, plants, or aquatic life; or
 - (e) Produce a predominance of undesirable aquatic life; or
 - (f) Cause a film on the surface or produce a deposit on shorelines.

(B) Best Management Practices:

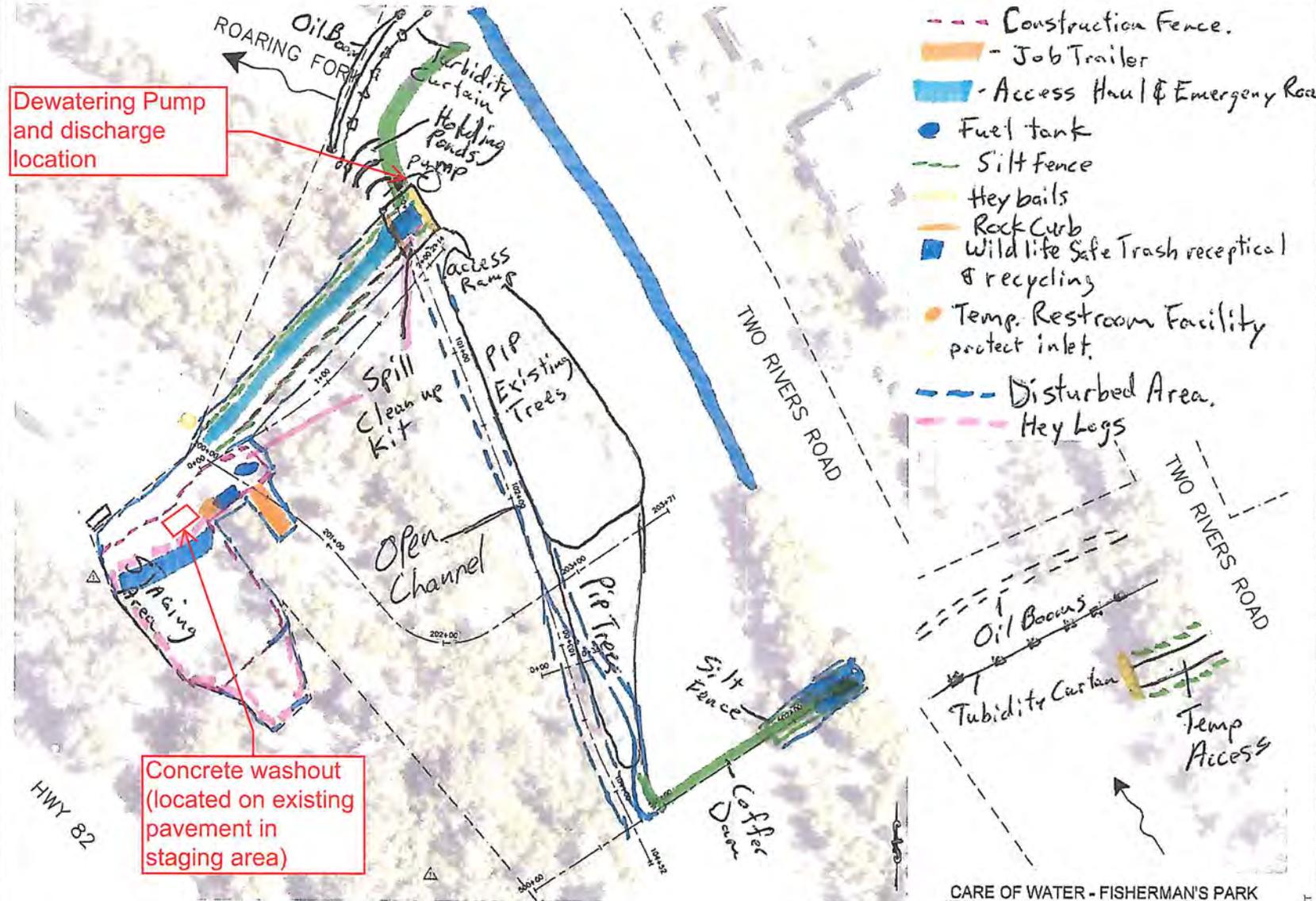
- (1) Best management practices are required for all projects for which Division certification is issued except for section 402 permits. Project applicants must select BMPs to be employed in their project. A listing and description of best management practices is located in Appendix I of Regulation No. 82: 401 Certification Regulation 5 CCR 1002-82.
- (2) All requests for certifications which require BMPs shall include a map of project location, a site plan, and a listing of the selected BMPs chosen for the project. At a minimum, each project must provide for the following:

Pitkin County Recreational In-channel Diversion Project

Appendix J – Site Access and Staging Area Plan



□ Construction Sign
 ■ Erosion Control Blanket



- - - Construction Fence.
- Job Trailer
- Access Haul & Emergency Road
- Fuel tank
- Silt Fence
- Hay bails
- Rock Curb
- Wildlife Safe Trash receptical & recycling
- Temp. Restroom Facility protect inlet.
- - - Disturbed Area.
- - - Hay Logs

PROFESSIONAL ENGINEER STAMP

PITKIN COUNTY - RECREATIONAL IN-CHANNEL DIVERSION (RICD) PROJECT

TEMP. CARE OF WATER PLAN

No.	REVISION/UPDATE	Date
1	Staging Area Made	6/16/16

CLIENT NAME AND ADDRESS

PITKIN COUNTY

The County
 Courthouse Plaza
 6700 E. Valley Blvd.
 Aurora, CO 80016

DESIGN FIRM NAME AND ADDRESS

WATER RIVER

River Restoration
 P.O. Box 248
 LaSalle, CO 80665
 www.waterandfire.com

PROJECT NAME AND ADDRESS

PITKIN COUNTY
 Recreational In-Channel Diversion (RICD)
 Project - Roaring Fork River
 Fort Collins, CO 80521

Project	File
Pitkin County RICD	CWO 1
Date	MAY 11, 2016
Scale	1" = 30'

BID SET

Susan Philip, Planning Director
James Lindt, Assistant Planning Director
Town of Basalt
101 Midland Ave.
Basalt, CO 81621

August 12, 2016

Re: Pitkin County Recreational In-Channel Diversion Project (RICD) – Floodplain Development Permit

Dear Susan and James,

The purpose of this letter is to comment on the Floodplain Development Permit submitted by RiverRestoration.org for the Pitkin County RICD. The basis of our review includes the August 5, 2016 letter to the Town of Basalt from RiverRestoration.org for the Floodplain Development Permit. This letter refers to the Pitkin County Recreation Diversion Project Construction Drawings prepared by RiverRestoration.org and dated May of 2016 and the accompanying No-Rise Certification documentation dated August 19, 2015.

These documents are considered integral to the Floodplain Development Permit.

Article XVII Flood Damage Prevention from the Town Code will be the basis for reviewing the Floodplain Development Permit. It should be noted that Article XVII focuses on residential, non-residential and commercial development within a floodplain. As a result Article XVII does not address the specific issues related to recreational in-channel diversions. The basis of our comments however will be focused on the protection of public safety and the impacts to adjoining properties due to a rise or change in floodplain elevation.

Our specific comments are as follows:

1. The August 19, 2015 "No Rise Certification" from RiverRestoration.org, states the following: (*"based on the analysis herein and supported by the attached models and drawings, I Jason Kerry, PE certify that the proposed Pitkin County Whitewater Facility will cause no rise in the water surface elevations of the 100 year flow."*). This statement and accompanying documentation satisfies the requirement for no net rise criteria.
2. The appropriate elevations conversion was made in the August 5th letter from the vertical data NGVD-29 to NAVD-88 as per the Flood Damage Prevention Ordinance.
3. Certification has been made both in the August 5th letter and the August 19, 2015 letter from a certified Colorado registered professional engineer satisfying the floodproofing methods for any non-residential structure for the floodproofing criteria in Section 16-363.
4. The applicant shall provide documentation that all permits for the proposed development have been obtained from those federal, state and local government agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972 – 33 USC 1334) before final construction approval is given.
5. The Flood Damage Prevention Ordinance requires that the floodplain administrator notify adjacent communities and the CWCB Board prior to any alteration or relocation of a water course and submit evidence of such notification to the Federal Emergency Management Agency. The RICD application was approved by the CWCB.

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6. The applicants Floodplain Development Permit references fill in Lot J. The analysis in the permit demonstrates that the 250 cubic yards in Lot J will not impact the water surface elevation of the flood plain. This specific permit for the RICD however shall not take the place of a floodplain development permit that may be necessary for Lot J in the future.

Article XVII designates the Town Manager as the Floodplain Administrator. Therefore we recommend that the Town Manager sign off on the Flood Plain Development Permit. We have included a signature block at the end of this letter.

If you have any questions or comments please don't hesitate to call.

Sincerely,



Louis Meyer

I, Mike Scanlon, Town Manager, as the appointed Floodplain Administrator approve this Pitkin County Recreational In-Channel Diversion Project (RICD) – Floodplain Development Permit dated August 5th, 2016 and submitted by RiverRestoration.org.

Approved as of this date: August 15, 2016


Mike Scanlon, Floodplain Administrator



MEMORANDUM

TO: Mike Scanlon
Boyd Bierbaum

FROM: Louis Meyer PE

DATE: 8/1/2016

RE: Upper Bypass Bridge Sedimentation Deposition Measurements

The purpose of this memo is to comment on the annual measurement required by the Channel Maintenance Agreement for the Roaring Fork River at STR G-08-T (CDOT Upper Bypass Bridge). Boyd and I met Andrew Knapp and Stuart Gardner with CDOT on site today to conduct the annual measurement of sediment buildup. According to the "Channel Maintenance Agreement" between the TOB and CDOT the measurements are to occur annually during the month of August.

The results of the 2016 measurement did not show an appreciable buildup of sediment above the levels taken in 2015. The agreement requires that if deposition measurements exceed a threshold then a channel maintenance project will be triggered. Deposition measurements within 30% of the threshold of 1.5 feet will mean that CDOT shall begin planning and budgeting for channel maintenance. It does not appear that this threshold was triggered this year. Andrew will send us the results of the 2016 measurements.

This is the second year I have witnessed these measurements. The measurements are an inexact methodology. A survey rod is used to measure down from the top of the guard rail slab.

Views of the bridge from river level downstream reveal other attributes of more concern. First, the down valley or north side of the bridge has cobbles that are just below the bottom of the girders. The lack of adequate freeboard will have a tendency to dam flows under the bridge and will cause trees, brush and debris to accumulate which will further diminish the ability of the bridge to pass a flood event. In fact during the 2015 measurement significant deposition of trees and debris were noted. (CDOT has since removed them)

Secondly a very dense stand of young cottonwoods are evident (and growing quickly) on the up valley or south side of the bridge in a braided channel. As these trees grow they will act to further increase the deposition of debris and block sediment and debris which again will decrease the capacity to pass a flood or high water event.

I would recommend that the Town of Basalt communicate these concerns to CDOT and discuss maintenance procedures that will be necessary beyond the measurements from the bridge slab.

I am attaching pictures that show the areas of concern.



Buildup of Cobbles just below the Girders



Dense cottonwood growth

I can discuss in more detail if necessary.

TOWN OF BASALT Action Item	Date: August 23, 2016 From: James Lindt AICP, Assistant Planning Director
	Town Manager Review: MS Approved 8-19-16

SUBJECT: Consideration of a motion to approve a Special Event Activity Permit to allow multi-shot, low-level fireworks for wedding to be held at the Roaring Fork Club on Saturday, September 17, 2016.

RECOMMENDATION: Staff recommends that Council make a motion to approve a Special Event Activity Permit to allow for fireworks in conjunction with a wedding on September 17th at the Roaring Fork Club, with the attached conditions, including the requirement that the fireworks conclude by 9:15 PM.

DETAILS: The purpose of this agenda item is to consider approving the Special Event Activity Permit to allow multi-shot, low-level fireworks in conjunction with a wedding at the Roaring Fork Club. The Applicant, Red25 Events, has indicated that it would be ideal for the fireworks to be held at 10 PM, but expressed that if that is deemed to be too late by the Town, they would be willing to conduct the display starting at 8:30 PM.

Due to complaints that were received about the late hour of the July 4th fireworks this year at the Roaring Fork Club, Staff is recommending that this fireworks display be held at 8:30 PM pursuant to the Applicant's alternative plan and end by 9:15 PM. Apparently on July 4th, there were technical difficulties and the fireworks display was held later than advertised, which reportedly caused complaints.

Staff has included in the attached draft conditions that the Applicant be required to obtain the necessary permits from the Fire District. Additionally, the draft conditions require the Applicant to send a mailer to property owners within 1,000 feet and the Holland Hills and Elk Run HOAs, notifying them of the display so that they may make arrangements with domestic pets and animals that may be alarmed by fireworks. The conditions also require that the Applicant place a display ad in the two local newspapers for two days each prior to the 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 Conditions; B) Application; C) Referral Comments

Draft Roaring Fork Club Wedding Fireworks Conditions

1. The Applicant shall adhere to all material representations made in, or in connection with this application.
2. The Applicant shall comply with the requirements of the Basalt Police Department. The roads within the Town shall not be closed.
3. The Applicant shall obtain the necessary permits from the Basalt and Rural Fire Protection District prior to conducting the fireworks display.
4. The fireworks display shall end by 9:15 PM.
5. The Applicant shall send out a mailer to property owners within 1,000 feet of the fireworks firing location, notifying them of the fireworks display. Additionally, the Applicant shall send out a mailer to the Holland Hills and Elk Run HOAs. The mailer to the property owners and the HOAs shall be sent at least 15 days prior to the fireworks display date. The Applicant shall also place a minimum 1/8th page display ad in the Aspen Times and Aspen Daily News for two (2) days each prior to the event to notify the public that the fireworks display will occur.
6. If the weather conditions are deemed to be unsafe for conducting the fireworks display by the Fire District or by representatives of the Town, the fireworks display may be postponed or canceled.
7. On the day of the event, 45 minutes prior to the fireworks display beginning, the Applicant shall notify the Pitkin County Regional Emergency Dispatch Center and request a Pitkin Alert be sent, at the request of the Basalt Police Department, to inform subscribers of the fireworks display. At the conclusion of the display, the Applicant shall notify the Pitkin County Regional Emergency Dispatch Center that the display is finished. The Dispatch Center contact is (970)920-5310.

To be filled out by the Town

Filed: ___/___/___

Town of Basalt

Special Event Application

Contact Information

Name of Event Organizer (Primary): Red25 Events

Phone number: 310-505-8060

Fax number: N/A

E mail (if available): heidi@red25events.com, emily@red25events.com

Mailing Address: 530 S. Lake Ave #796, Pasadena, CA 91030

Name of Event Organizer (Secondary): Roaring Fork Club / Robin Humble

Phone number: 970-927-2921

Fax number: N/A

E mail (if available): rhumble@rftclub.com

Mailing Address: 100 Arboney Ranch Rd., Basalt, CO 81621

Event Information:

Name of event: Thorp - Osborne Wedding

Date(s) of event: September 17, 2016

Location of event: Roaring Fork Golf Club

Times of the event: 4pm - 12:15am

Description of event: Private wedding reception for 390 guests, featuring ceremony, dinner and dancing.

Expected number of patrons: 390

Anticipated number of vendors: TBD

Is on-site preparation of food proposed? Yes No

Is alcohol distribution or consumption proposed? Yes No

red25events

August 16, 2016

Heidi Mayne
Red25 Events
530 S. Lake Ave. #796
Pasadena, CA 91101

Dear Mr. James Lindt,

We are coordinating a private wedding reception for approximately 390 guests on Saturday, September 17th, 2016, at the Roaring Fork Club in Basalt, CO from 4pm-12:15am.

We are asking for your consideration for us to include a fireworks display as a part of the wedding event.

The fireworks display would be 5 minutes or less in length, and consist of "Multi-Shot Low-Level" pyrotechnics (**not** large aerial shells). The display would be put on by Western Enterprises, who hosts the annual 4th of July fireworks display at Roaring Fork Club, among numerous other fireworks displays in the area throughout the calendar year.

Our ideal scenario would be to hold the fireworks show at 10pm that evening. The idea is that after the wedding reception dinner, just as the bride and groom cut their wedding cake, the display begins.

If 10pm is too late for the show to take place, we would be open to holding the fireworks display right at the end of dinner at approx. 8:30pm. It does not have quite the same impact it would when coinciding with the cake cutting, but we are open to your input on timing.

Should you approve our request, we would be happy to notify neighbors of the fireworks display time and location, via a letter sent in the mail. We would follow your recommendations for the date the letter should go out, and what information the letter should contain.

Please review the attached Google Earth map, outlining the location from where the pyrotechnics would be fired, along with a property map of the Roaring Fork Club.

The Fireworks display would be visible to wedding guests above the pond located on the 18th hole of the Roaring Fork Golf Course. The guests would be located in back of the Roaring Fork Club's Member's Lodge. (See map of Roaring Fork Club with pond and Member's Lodge circled in red.)

Also attached for your review is an email from James Burnett at Western Enterprises describing the display, along with Western Enterprises insurance certificate, and their fireworks permit application and supporting materials.

Thank you for your time and consideration,



Heidi Mayne
Red25 Events

530 South Lake Avenue, Suite 796, Pasadena, CA 91101

Roaring Fork Club - Thorp Wedding

September 17, 2016





From: **James Burnett** jamesb@fireworksbywestern.com
Subject: RE: Roaring Fork Wedding September 17, 2016 Possibility?
Date: August 12, 2016 at 12:26 PM
To: **Susan Philp** susan.philp@basalt.net, **Heidi Mayne** heidi@red25events.com
Cc: **Scott Thompson** sthompson@basaltfire.org, **Greg Knott** greg.knott@basaltpolice.com, **Brooke Stott** bstott@basaltfire.org, **Robin Humble** rhumble@rclub.com, **Emily Watz** Emily@red25events.com, **Patti Watkins** pattiw@fireworksbywestern.com, **Sarah Burnett** sarah@fireworksbywestern.com, **Deb Pattison** deb.pattison@basalt.net, **James Lindt** james.lindt@basalt.net, **Cheryl Davis** cheryld@fireworksbywestern.com

Good afternoon Susan;

Cheryl in our office will send you a certificate of insurance (for the fireworks display purposes) per your request. The fireworks for this performance are considered "multi-shot low-level" 1.3G pyrotechnics (not large aerial shells). We will send you a map from Google Earth of the area from where the pyrotechnics would be fired.

Also for your understanding, the Colorado licensed operator-in-charge of this fireworks performance will be Ron Burnett. Ron is my son and has been firing the fireworks for Aspen NYE and Snowmass Mardi-Gras in that area for 3 years.

We will provide you with other information as required.

Thank you for your kind understanding and attention and please let us know if you have any questions whatsoever.

Respectfully,

Jim Burnett
WESTERN ENTERPRISES, INC.
800-375-2204





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Western Enterprises, Inc. 13513 W. Carrier Road Carrier OK 73727	INSURER A: Everest Indemnity Insurance Co. 10851	
	INSURER B: Everest National Insurance Company 10120	
	INSURER C: Maxum Indemnity Company 26743	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 746075520** **REVISION NUMBER:**

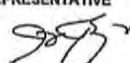
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	SIBML00068-161	2/15/2016	2/15/2017	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/POP AGG	\$2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SIBCA00037-161	2/15/2016	2/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC6018292	2/15/2016	2/15/2017	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Additional Insureds: Jim Thorp Family & guests; Roaring Fork Club and its agents; Red 25 Events & its agents; Pitkin County, Town of Basalt, Basalt Volunteer Fire Department and Basalt and Rural Fire Protection District as noted in the Hold Harmless Agreement

Date of Display September 17, 2016
 Location: Roaring Fork Club, 100 Arbaney Ranch Rd, Basalt, CO

CERTIFICATE HOLDER Jim Thorp 3017 Avalon Place Houston TX 77019	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

1089 JW Drive, Carbondale, Colorado 81623 no later than 14 days before the scheduled event.
BASALT and RURAL FIRE PROTECTION DISTRICT
FIREWORKS APPLICATION

EVENT SPONSOR/ORGANIZATION Roaring Fork Club / Red 25 events
CONTACT PERSON Robin Humble/Heidi Mayne PHONE # 970-927-2706
DISPLAY LOCATION Roaring Fork Club 100 Albany Ranch Rd
DISPLAY DATE September 17, 2016
START TIME _____ ENDING TIME _____
ALTERNATE DATE (IF APPLICABLE) N/A
FIREWORKS CONTRACTOR/OPERATOR Western Enterprises, Inc.
ADDRESS PO Box 60, Carrier OK 73727
CONTACT PERSON James V Burnett PHONE # 800-375-2204
24/7 EMERGENCY PHONE # James Burnett 580-548-7893
EVENT PYROTECHNIST NAME Ron Burnett DOB _____
ASSISTANTS' NAME _____ DOB _____

Use additional paper if required to list all trained and certified personnel who will conduct the show. No temporary and untrained helpers, or underaged persons, shall be allowed to set up or fire the show. No county workers, municipal workers, police officers, or fire department officials shall participate in setting up the show.

The applicant is responsible for complying with all Federal, State, and Local Laws and requirements. The fire district's permit and approval of the drawings, designs, plans, and specifications shall not in any way relieve the sponsor and contractor/operator of the responsibility for the display. This review shall not be construed to grant approval for non-compliance with any code or ordinance enforced by any regulatory agency. Selling any fireworks, falsifying or withholding any information, failure to comply with any order of a Fire Department official or failure to comply with any law or regulation will be cause for revocation of the permit, cancellation of the display, and forfeiture of the performance bond.

To the fullest extent permitted by law the display sponsor Roaring Fork Club and display contractor/operator Western Enterprises, Inc. shall indemnify, defend, and hold harmless Pitkin County, the Basalt and Rural Fire Protection District, and the Basalt Volunteer Fire Department for any and all loss resulting from the fireworks and/or performance of the display required under the contract and this permit application, irrespective of whether Pitkin County, the Town of Basalt, the Basalt and Rural Fire Protection District, or the Basalt Volunteer Fire Department is found negligent or otherwise responsible.

The display sponsor represents that it will be responsible for informing residents and businesses adjacent to the site of the event plans and scheduling, and will reasonably coordinate and accommodate their concerns.

The display sponsor will be responsible for post-display inspection and clean-up of affected areas.

The display sponsor will be responsible for post-display inspection and clean-up of affected areas.

The display contractor/operator represents that the fireworks provider has a state license pursuant to 1973 C.R.S. 12-28-106.

The display sponsor shall provide a \$1000.00 performance bond with this application, as required by 1973 C.R.S. 12-28-104; except that no quasi-municipal or municipal body shall be required to file such a bond.

EVENT SPONSOR'S NAME (PRINT) Roaring Fork Club / Red 25 events

SPONSOR'S AUTHORIZED SIGNATURE _____

DATED: _____

CONTRACTOR/OPERATOR'S NAME (PRINT) James V. Burnett, President, Western Ent. Inc.

CONTRACTOR/OPERATOR'S AUTHORIZED SIGNATURE *James V. Burnett*

DATED: 8-12-16

BASALT and RURAL FIRE PROTECTION DISTRICT
FIREWORKS APPLICATION REQUIRED SIGNATURES

ACCEPTED AND APPROVED:

Joe DiSalvo, Pitkin County Sheriff (or authorized delegate) Date

Scott Thompson, Basalt Fire Chief (or authorized delegate) Date

Greg Knott, Town of Basalt Police Chief (or authorized delegate) Date

BASALT FIRE PROTECTION DISTRICT
FIREWORKS DISPLAY HOLD HARMLESS AGREEMENT

WITNESSETH:

Western Enterprises, Inc. (Fireworks Contractor/Operator) agrees to release, indemnify, and hold harmless Pitkin County, the Town of Basalt, the sponsoring party or organization, the Basalt Volunteer Fire Department, and the Basalt and Rural Fire Protection

their respective employees, agents, volunteers, or other representatives arising out of and in any manner relating to the manufacture, installation, firing, or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

The applicant has furnished the Certificate of Insurance with limits of liability described below:

! Workers' Compensation/employer's liability:	<u>\$500,000.</u>
! General Liability:	<u>\$1,000,000.</u>
! Automobile Liability:	<u>\$1,000,000.</u>
! Umbrella Liability:	<u>\$4,000,000.</u>

A true copy of the Certificate of Insurance is attached indicating Pitkin County, the sponsoring party or organization, the Basalt Volunteer Fire Department, and the Basalt Fire Protection District named as additionally insured on all liability policies. Such certificate shall require thirty (30) days notice to the Basalt Fire Protection District of cancellation, termination or material alteration.

The facilities will be used for the purpose of a fireworks display and no other:

Event: Roaring Fork Club Wedding

Date: 9-17-16

Rain Date: _____

Dated: 8-12-16

Signed by: [Signature]

Fireworks Contractor/Operator

Western Enterprises, Inc.

Attest: Patte Watkins

State of Colorado
Department of Public Safety

THIS IS TO CERTIFY THAT

Burnett, Ron

P.O. Box 60, Garner, OK 73727

has paid the required fees and is hereby granted the following class of license/certification pursuant to the Colorado Fireworks Act, Article 28 of Title 12, C.R.S and the rules and regulations promulgated thereunder:

Display Operator of Fireworks

This license / certification is effective until the *Seventeenth* day of *June 2019* unless suspended or revoked at an earlier date

16-F-01156
Fireworks License Number

6/17/2016
Effective Date



Director, Division of Fire Prevention and Control

Roaring For Club – Thorp Wedding

September 17, 2016

Product listing

1800 – 1.2" diameter multi-shot barrages

375 – 2" diameter multi-shot barrages

C) Referral
Comments

James Lindt

From: Greg Knott <greg.knott@basaltpolice.com>
Sent: Thursday, August 18, 2016 12:36 PM
To: James Lindt
Subject: Re: Draft Conditions- Fireworks

.James,

Then conditions look good. Thanks for creating them.

I have a question and would like to add one condition.

My questions is - Does the 1000 foot notification requirement cover the homes in Elk Run? If not, can we add the Elk Run HOA's?

"Additionally, the Applicant shall send out a mailer to the Holland Hills and Elk Run HOA's. The mailer to the property owners and the Holland Hills and Elk Run HOA's shall be sent at least 15 days prior to the fireworks display date."

Please add the following condition:

"On the day of the event, 45 minutes prior to the fireworks display beginning, the Applicant shall notify the Pitkin County Regional Emergency Dispatch Center and request a Pitkin Alert be sent, at the request of the Basalt Police Department, to inform subscribers of the fireworks display. At the conclusion of the display, the Applicant shall notify the Pitkin County Regional Emergency Dispatch Center that the display has finished. The Dispatch Center can be contacted at (970) 920-5310."

I have spoken with Fire Chief Scott Thompson and his has no additional conditions to add.

Thank you for working on this and getting it before Council. I'll be at the meeting next Tuesday and can answer questions if they ask.

Greg

Gregory M. Knott
Chief of Police
Town of Basalt
greg.knott@basaltpolice.com
(970) 927-4316

On Thu, Aug 18, 2016 at 9:15 AM, James Lindt <james.lindt@basalt.net> wrote:

Greg,

TOWN OF BASALT
Council Direction

Date: August 23, 2016
From: Mike Scanlon, Manager

SUBJECT: Basalt River Park Bond: Council discussion on Information presented at Open Houses

RECOMMENDATION: Council discussion and direction.

DETAILS/BACKGROUND:

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

The Council asked Staff to hold several open houses. See attached schedule. Three of those activities will have occurred before the Council's August 23rd meeting.

Staff wanted to present to the Council the materials being presented at the open houses and review with the Council questions and comments we have been hearing.

There is interest in the Community in having a forum where citizens could present directly to the entire Town Council. **Staff wants to know if the Council is interested in another special meeting on August 30th or modifying one of the remaining open houses into a forum where all of the Councilors would attend.**

Line Item Code & Description: na

Attachments Open House Schedule; Current Bond Language; Graphics; Sign in Sheet from August 18th Open House

Basalt River Park Bond Issue



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

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

Open House

DATES and TIMES

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

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

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

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

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

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

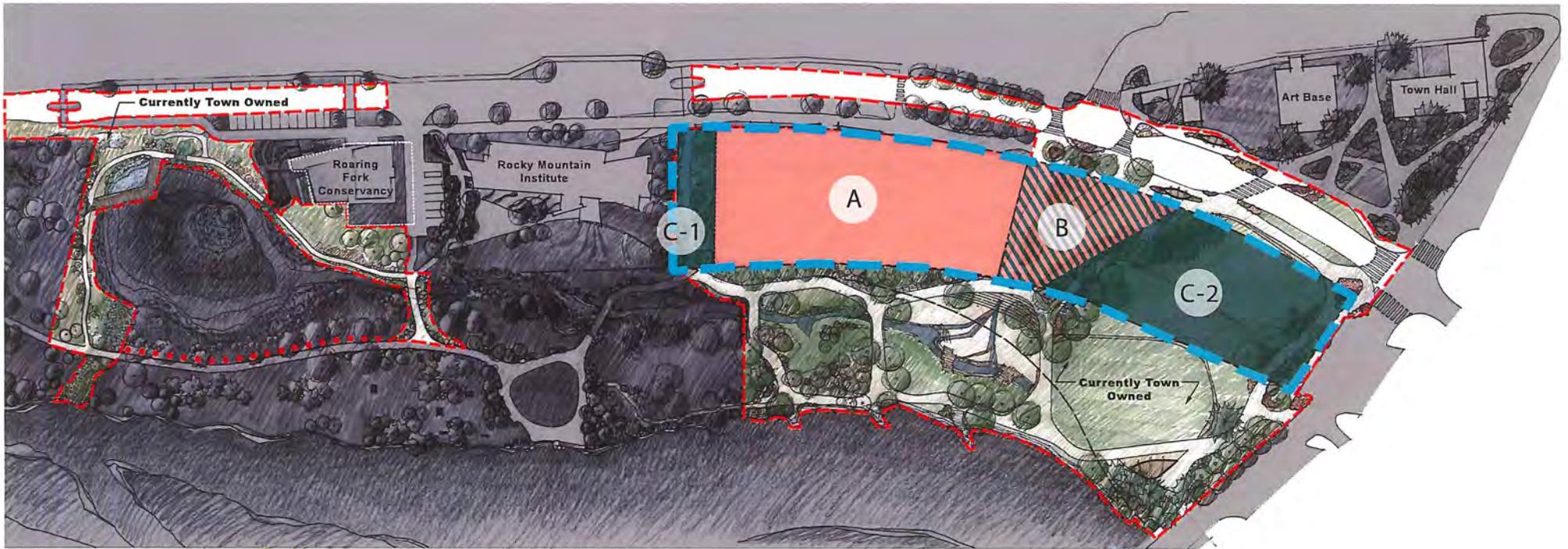
APPENDIX A

BALLOT ISSUE __:

SHALL TOWN OF BASALT DEBT BE INCREASED UP TO \$9,425,000 WITH A MAXIMUM REPAYMENT COST OF UP TO \$12,350,000 AND SHALL TOWN TAXES BE INCREASED UP TO \$1,575,000 ANNUALLY FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE BASALT RIVER PARK IMPROVEMENT PROJECT, INCLUDING:

- ACQUISITION OF 2.3 ACRES OF REAL PROPERTY LOCATED IN THE TOWN AND CURRENTLY OWNED BY THE ROARING FORK COMMUNITY DEVELOPMENT CORPORATION AND LEAVING ONE-HALF (1/2) OR LESS FOR NON-PARK DEVELOPMENT;
- IMPROVEMENTS TO, AND TRANSFORMATION OF, PORTIONS OF TWO RIVERS ROAD;
- DESIGN AND CONSTRUCTION OF A NEW BASALT RIVER PARK.

BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, REVENUE BONDS OR OTHER OBLIGATIONS WHICH BONDS OR OBLIGATIONS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 4.00% PER ANNUM, AND MATURE, BE SUBJECT TO REDEMPTION (WITH OR WITHOUT PREMIUM), AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE TOWN COUNCIL MAY DETERMINE, AND SUCH DEBT PAYABLE FROM ALL LEGALLY AVAILABLE MONIES, INCLUDING REVENUE DERIVED FROM THE TOWN'S PARKS, OPEN SPACE AND TRAILS ("POST") 1% SALES TAX, AMOUNTS ON DEPOSIT IN THE TOWN'S GENERAL FUND OR OTHER AVAILABLE SOURCES, AND SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR TO PAY SUCH PRINCIPAL AND INTEREST WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO GENERATE THE AMOUNT SET FORTH ABOVE; AND SHALL SUCH TAX REVENUES AND THE EARNINGS FROM THE INVESTMENT OF SUCH BOND PROCEEDS AND TAX REVENUES BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

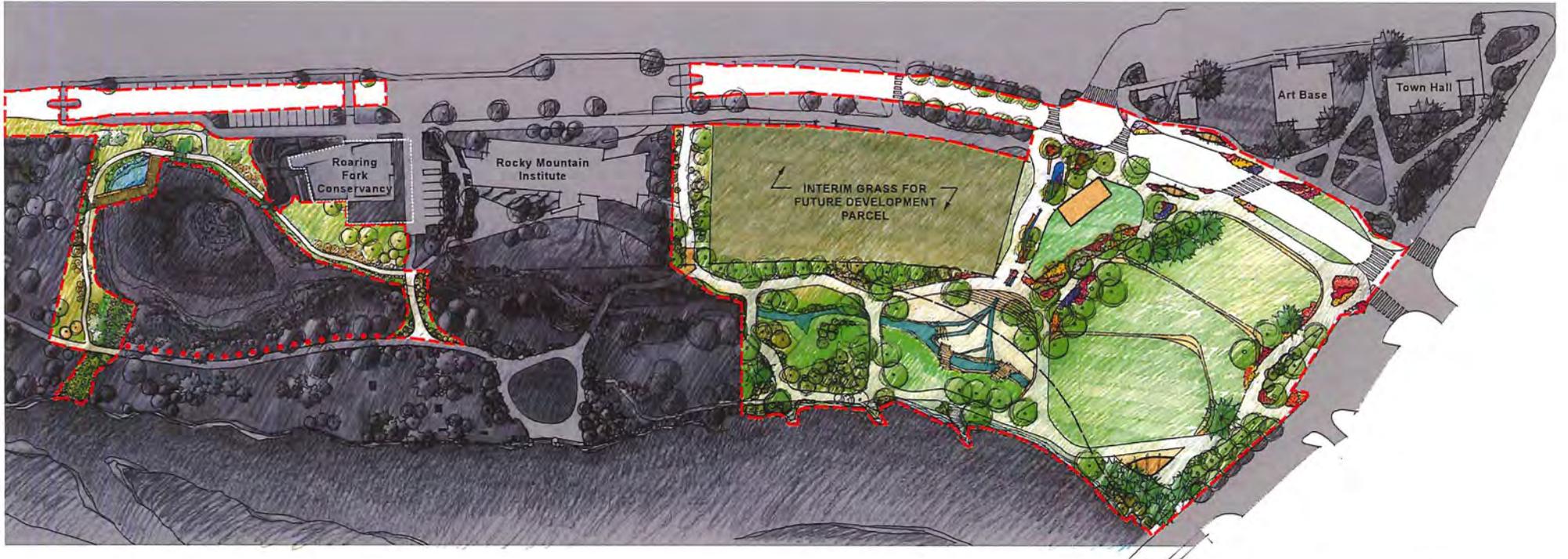


PROPERTY PURCHASE INCLUDES:
 The 2.3 acre parcel owned by Roaring Fork Community Development Corporation (CDC). The eastern portion is to be used as a park and amenities hub (B & C-2). A trail connecting to the river will be constructed on the western parcel boundary adjacent to RMI (C-1). A remaining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

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

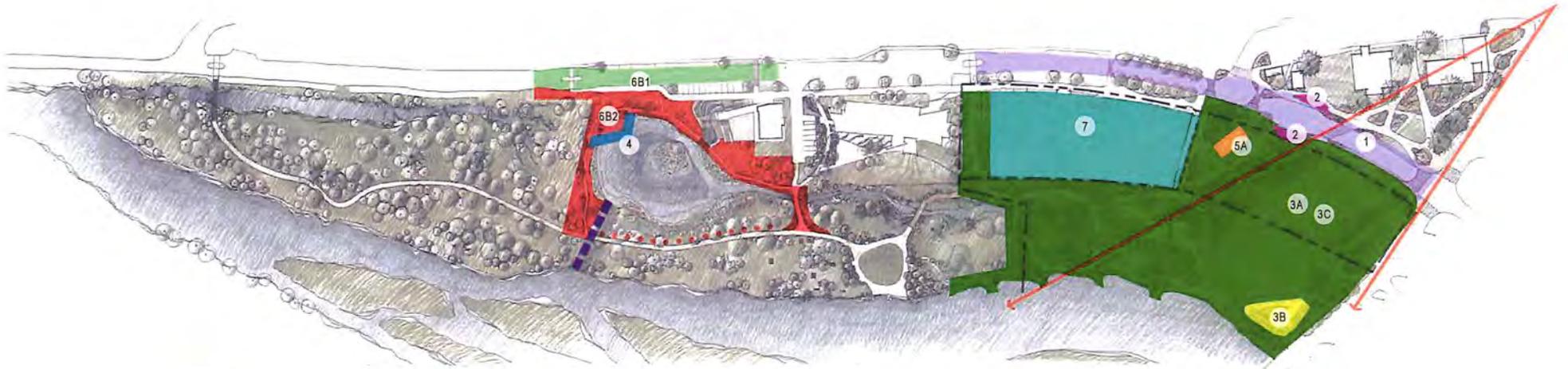
BASALT RIVER PARK - PROPERTY PURCHASE - AUGUST 9TH PLAN FOR BOND FINANCE

2016.08.09



FULL PARK IMPROVEMENTS INCLUDE:
 Children's play area and stream water feature extending from Two Rivers Road into the park, great lawn with stone terraces, gathering areas along the waterfront, additional boardwalk connection through wetland areas, full planting plan, park lighting, comfort station and grass in potential future amenities hub area.

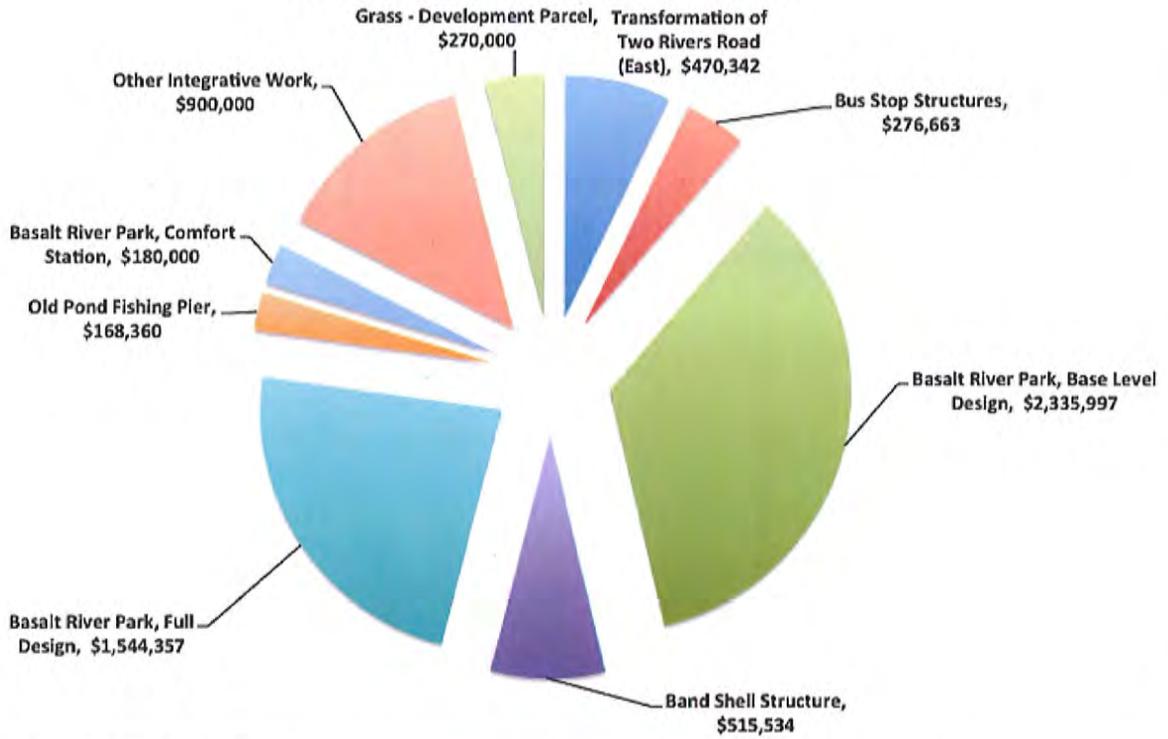
BASALT RIVER PARK - AUGUST 9TH PLAN FOR BOND FINANCE



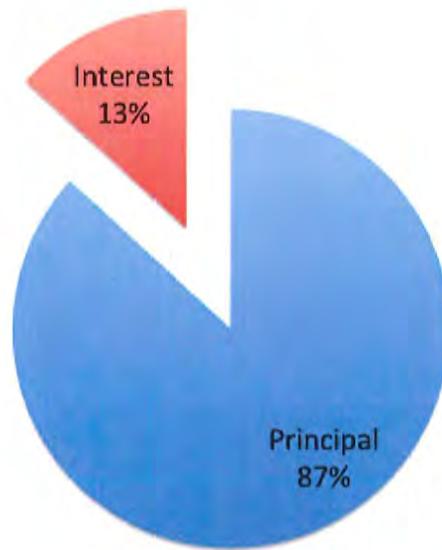
1	Transformation of Two Rivers Road East
2	Bus Stop Structures
3A	Basalt River Park, Base Level Design
3B	Band Shell Structure
3C	Basalt River Park, Full Design
4	Old Pond Fishing Pier (Accessible to All)
5A	Basalt River Park, Comfort Station
6A	Other - Est. Costs for Items not included in DHM Cost Estimates
6B1	Other - West Two Rivers Road
6B2	Other - Old Pond Park
7	Future Development Parcel - Grass Lot

Basalt River Park Cost Estimate Scope Diagram
2016.08.09

Basalt River Park - Project Elements



Total Principal and Interest Repayment - \$10,864,500



Repaid with

Parks Open Space Trails Sales Tax -- \$7,171,604
 Existing Property Taxes -- \$3,692,896

NO NEW OR ADDITIONAL SALES OR PROPERTY TAX IS NEEDED

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

Event: Open House - River Park Bond Issue

Date: August 18, 2016

Name	Email
1 Scott GAWATHER	docglin@msn.com
2 Lynn Nichols	
3 Scott Whinnery	LENWHINNERY
4 Mayorie Hillis	
5 Silvia Davis	
6 Lyne Mace	
7 Michael Davies	michael.davies@backbonemedi.net
8 GREG SITUGARS	GG.SITUGARS@COMCAST.NET
9 Matt Armentrout	matt.armentrout@gmail.com
10 Sandy Kucharczyk	sjkbreck@yahoo.com
11 Barbara O'Toole	
12 MARIANNE ANCONIAC	consultmaa@gmail.com
13 STAN GERTZBEIN	sgertzbein@gmail.com
14 Ruth J. Feven	
15 Nick Aceto	nick@farramla.com
16 TED GUY	tedg@tkga.net
17 Greg Van Orden	
18 Margie Thom	
19 MARY ANN INOWYSE	maryann@teaguarich.com

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

Event: Open House - River Park Bond Issue

Date: August 18, 2016

	Name	Email	
20	Joni Keefe	jkeefe7025@gmail.com	8/18/16
21			
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**TOWN OF BASALT
AGENDA ITEM SUMMARY**

Item Number: 7A
Date: August 23, 2016
From: Pamela Schilling, Town Clerk

SUBJECT: Ordinance No. 20, Series of 2016 to utilize the Uniform Election Code of 1992 in lieu of the Municipal Election Code of 1965

RECOMMENDATION: Staff recommends adoption

DETAILS:

The adoption of the Ordinance allows the Town to utilize the Uniform Election Code of 1992 in lieu of the Municipal Election Code for the special election to be coordinated with Pitkin and Eagle counties on November 8, 2016.

Council passed the Ordinance on first reading on August 9. Other than a minor correction to the date of the election noted in the Ordinance, no other changes have been made.

Related Town Statute and or Town Actions:

Section 2.1 of the Home Rule Charter of the Town of Basalt requires that "All Town elections shall be governed by the Municipal Election Code of 1965, ...except as otherwise provided in this Charter, or by ordinance".

Section C.R.S. 31-10-102.7, Municipal Election Code, permits that any municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the "Uniform Election Code of 1992", articles 1 to 13 of title 1, C.R.S., in lieu of C.R.S. 31-10, with respect to any election.

Budget: There is no budgetary impact

Attachments: No attachments

**AN ORDINANCE OF THE TOWN COUNCIL OF BASALT, COLORADO, UTILIZING
THE UNIFORM ELECTION CODE OF 1992 IN LIEU OF THE MUNICIPAL ELECTION
CODE OF 1965 IN ORDER TO PARTICIPATE IN A COORDINATED ELECTION
WITH EAGLE AND PITKIN COUNTIES ON NOVEMBER 8, 2016**

**Town of Basalt, Colorado
Ordinance No. 20
Series of 2016**

RECITALS

1. Section 2.1 of the Home Rule Charter of the Town of Basalt requires that "All Town elections shall be governed by the Municipal Election Code of 1965, ...except as otherwise provided in this Charter, or by ordinance".

2. Section C.R.S. 31-10-102.7, Municipal Election Code, permits that any municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the "Uniform Election Code of 1992", articles 1 to 13 of title 1, C.R.S., in lieu of C.R.S. 31-10, with respect to any election.

3. The Town of Basalt intends to participate in the statewide election to be held on November 8, 2016, and to coordinate its special election on November 8, 2016 with the Eagle County Clerk and Recorder, and the Pitkin County Clerk and Recorder;

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

Section 1. The Town Council of the Town of Basalt hereby incorporates the foregoing recitals as findings;

Section 2. The Town of Basalt, Colorado, hereby adopts the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 for the purpose of participating in a coordinated an election on Tuesday, November 8, 2016, in accordance with the provisions of Section 31-10-102.7, C.R.S and in accordance with the provisions of Section 2.1 of the Home Rule Charter;

Section 3. The officers and employees of the Town are hereby authorized and directed to take all necessary and appropriate actions to effectuate the provisions of this Ordinance in accordance with Colorado law, the Basalt Municipal Code, and the Basalt Home Rule Charter.

Section 4. Pursuant to C.R.S. 31-10-102.7, the Town will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965, as amended, with respect to the special

municipal election to be held on November 8, 2016, and such election shall be conducted as part of the coordinated election with Eagle and Pitkin counties.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON August 23, 2016 by a vote of 6 to 0 on August 9, 2016.

READ AND FINALLY ADOPTED by a vote of ___ to ___ August 23, 2016.

TOWN OF BASALT

By: _____
Jacque R Whitsitt, Mayor

ATTEST:

Pamela K Schilling, Town Clerk

First Publication: Thursday, August 18, 2016
Final Publication: Thursday,
Effective date: Thursday,

TOWN OF BASALT
Action Item

Date: August 23, 2016
From: Mike Scanlon, Manager

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

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

DETAILS/BACKGROUND:

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

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

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

Update for August 23, 2016 Meeting

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

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

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

Line Item Code & Description: na

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

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

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

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

RECITALS

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

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

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

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

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

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

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

READ ON FIRST READING, ORDERED PUBLISHED, AND SET FOR PUBLIC HEARING TO BE HELD ON AUGUST 23, 2016, by a vote of 6 to 0 on August 9, 2016.

READ ON SECOND READING AND PUBLIC HEARING, AND ADOPTED by a vote of ___ to ___, on August 23, 2016.

TOWN OF BASALT, COLORADO

By _____
Jacque Whitsitt, Mayor

ATTEST:

By _____
Pamela K. Schilling, Town Clerk

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

EXHIBIT A

FORM OF BALLOT QUESTION

BALLOT QUESTION

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

Park Maintenance

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

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

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

Future						
Future Acreage (30 Acres) <small>(2.5 acres southside of Roaring Fork River / 4. 5 acres northside of Roaring Fork River)</small>						
TOTAL	428,353.04	449,770.70	472,259.23	495,872.19	520,665.80	

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

Total available from POST <small>(Growing POST by 2%)</small>	325,000.00	341,250.00	358,312.50	376,228.13	395,039.53	
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+/- available from POST Dollar	75,050.96	78,803.50	82,743.68	86,880.86	91,224.91	
These are the dollars left after maintenance applied						

Susan Philp

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

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

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

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

Thank you.



Susan Philp

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

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

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

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

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

Thank you.
Mark Kwiecienski

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

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

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

Susan an Mike - Yes the 2015 budget is need to see the base line expenditure.
I assume that 2017 projection having \$116,404 for Personnel is largely fixed cost that does not change based upon acreage, and similarly the Capital replacement of \$150,000.

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

Thank you.

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

Mark,

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

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

Mike said – good catch.

Susan

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

Susan Philp

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

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

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

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Sent: Monday, August 08, 2016 8:16 PM
To: Mark Kwiecienski <mkwiecienski@comcast.net>
Subject: 25% for Park Maintenance

Mark,

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

Mike said – good catch.

Susan

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

Susan Philp

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

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

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

Mark,

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

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

Mike said – good catch.

Susan

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

Susan Philp

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

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

Sincerely,
Mark Kwiecienski

TOWN OF BASALT Action Item	Date: August 23, 2016 From: James Lindt AICP, Assistant Planning Director
	Town Manager Review: MS Approved 8-19-16

SUBJECT: Resolution No. 35, Series of 2016- approving an R-4 MD Sketch Site Plan Application to subdivide the property at 150 W. Homestead Drive into three (3) lots and construct a new residence of approximately 1,200 square feet with a 350 square foot garage on Lot B of the proposed subdivision.

RECOMMENDATION: Staff recommends that the Council approve the resolution.

DETAILS: The Applicants, Mark and Kris Elice, have requested to rezone the property at 150 W. Homestead to the R-4 MD Zone District, and subdivide the property into three (3) lots, two lots of approximately 3,000 square feet and another lot of approximately 6,000 square feet (see site plan in attached application). Additionally, the Applicants have proposed to construct a new residence of approximately 1,200 square feet with a 350 square foot garage on Lot B of the proposed subdivision. The 6,000 square foot Lot C that would result from the subdivision is proposed for future development in accordance with the R-4 MD Zone District. The existing 1,300 square foot house would remain on Lot A.

Process wise, the Applicants will have to submit for R-4 MD Final Site Plan Review if they receive R-4 MD Sketch Plan approval. The R-4 MD Final Site Plan Review will require a second round of review by the P&Z and Town Council. Minor Subdivision approval and rezoning to R-4 MD would happen concurrently with the R-4 MD Final Site Plan Review.

During the P&Z's review, Staff identified the following discussion items that are more specifically analyzed in the attached memos to the P&Z: 1) Consistency with Master Plan, 2) Consistency with Neighborhood Character, 3) Compliance with the R-4 MD Zone District Requirements, 4) Side Yard Setback for the existing residence, 5) Vehicular Access and Parking, 6) Affordable Housing, 7) Non-conforming Sheds, and 8) Construction Management Plan.

The Planning and Zoning Commission felt that the proposed development plan is consistent with the character of the neighborhood in that the neighborhood contains small lots with relatively small houses. Additionally, this lot was modeled for example purposes when the R-4 MD Zone District was being amended in 2015 and the proposed plan is consistent with the R-4 MD Zone District with one exception. The exception is the side yard setback for the existing residence. A requirement has been included that the Applicants adjust the proposed lot line between the existing residence and the new lot to be created to the east before final site plan to make it conform to the R-4 MD setbacks. The Applicants have agreed to this condition.

Staff has attached a draft resolution that includes the conditions of approval that the P&Z recommended. Staff recommends that the Council hear a presentation from Staff and the Applicants, ask questions, take public comments, and then provide Council discussion.

Questions for Council to consider in reviewing the Development Application include:

1. Do the conditions recommended by P&Z sufficiently mitigate the impacts of the proposed development?
2. Does the proposed development further the goals included in the Town's Master Plan?
3. Are there discussion items from the P&Z review that require further detail and analysis at the Town Council level?

RECOMMENDATIONS FROM OTHER BOARDS: The P&Z recommended approval and the P&Z's recommended conditions are included in the draft resolution.

RELATED TOWN STATUTE AND TOWN ACTIONS: Town Code Section 16-31, *Supplemental Requirements for the R-4 Mixed Density Residential District*; Town Code Section 16-267, *Amendment Procedure*; 2007 Basalt Master Plan

ATTACHMENTS: A) Draft Resolution No. 35, Series of 2016, B) Vicinity Map, C) Application, D) P&Z Memos, E) P&Z Minutes

A) Draft
Reso.

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING
THE ELICE R-4 MD SKETCH SITE PLAN FOR THE PROPERTY KNOWN AS 150 W.
HOMESTEAD DRIVE, BASALT, COLORADO**

**Town of Basalt, Colorado
Resolution No. 35
Series of 2016**

RECITALS

1. Mark and Kris Elice ("Applicants"), submitted an application for R-4 MD Sketch Site Plan for the Property at 150 W. Homestead Drive which property is more particularly described in **Exhibit A** (The "Property"). Said application includes a request to rezone the property at 150 W. Homestead to the R-4 MD Zone District, and subdivide the property into three (3) lots, two lots of approximately 3,000 square feet and another lot of approximately 6,000 square feet. Additionally, the Applicants have proposed to construct a new residence of approximately 1,200 square feet with a 350 square foot garage on Lot B of the proposed subdivision. The 6,000 square foot Lot C that would result from the subdivision is proposed for future development in accordance with the R-4 MD Zone District. The existing 1,300 square foot house would remain on Lot A.
2. The rezoning and minor subdivision portions of the application would be reviewed in conjunction with the R-4 MD Final Site Plan Application.
3. The Town Planner found the property eligible for the R-4 MD Zone District pursuant to Administrative Determination No. 03, Series of 2016.
4. The Planning and Zoning Commission reviewed the Application and conducted a public hearing at their July 19, 2016 meeting and recommended approval, with conditions.
5. The Basalt Town Council considered the application at a public hearing on August 23, 2016. Throughout the meeting, evidence and testimony was offered by the Applicant, staff and members of the public.
6. The Basalt Town Council finds that the request described herein to be consistent with the applicable provisions of the Town Code and the 2007 Basalt Master Plan.

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, all exhibits as references, as findings and determinations, and conclusively makes all of the findings of fact, determinations and conclusions contained herein.

CONCLUSIONS

Based on the evidence, testimony, exhibits, and comments from the public, Applicants and Town Staff, the Basalt Town Council hereby approves the Elice R-4 MD Sketch Site Plan, subject to the conditions contained in **Exhibit "B"** hereto.

1. The Applicants shall comply with all material representations made by the Applicant in the Application, including the supporting documents and in meetings before the Planning and Zoning Commission and Basalt Town Council.

2. As the Town of Basalt's Sketch Plan approval does not create any vested rights, a final plan application shall be required to be approved by the Town Council to obtain vested rights.

3. This Resolution shall be recorded with the Offices of the Clerk and Recorder of Eagle County.

4. The approval granted hereby shall be valid for one year from the date of the vote hereon and shall be void if a Final Plan Submittal is not submitted to the Town within one year.

5. Pursuant to § 17-84(a)(2), Town Code, this approval shall not form the basis for any actionable reliance for the Applicant and shall not create any obligation for the Town Council to provide later approvals on the property.

READ AND ADOPTED by a vote of ___ to ___ on August 23, 2016.

TOWN OF BASALT, COLORADO

By: _____
Jacque R. Whitsitt, Mayor

Basalt Town Council
Resolution No. 35, Series of 2016
Page 3

ATTEST:

By: _____
Pamela K. Schilling, Clerk

Council Res 35__-BasaltMinistorage

EXHIBIT A

PROPERTY DESCRIPTION

Parcel 1A

The Westerly 16.00 feet of Lot 19, Block A, Lucksinger Brothers Addition to the Town of Aspen Junction (Now Known as Basalt) According to the Plat thereof filed on March 1, 1892, More Particularly Described as Follows:

Beginning at the Southwest Corner of Said Lot 19, Block A, Thence 69 Degrees 40 Minutes E. 16.00 Feet, Thence N 20 Degrees 20 Minutes W. 130.00 Feet, Thence S 69 Degrees 40 Minutes W 16.00 Feet, Thence S 20 Degrees 20 Minutes E 130.00 Feet to the Point of Beginning.

Parcel 1B

Lots 20 and 21, Block A, Lucksinger Brothers Addition to the Town of Aspen Junction (Now Known as Basalt) According to the Plat Thereof Filed on March 1, 1892 and a Parcel of Land Described as:

Beginning at the Southwest Corner of Lot 21, Block A, Lucksinger Brothers Addition, Thence West 25 Feet, Thence North 130 Feet, Thence East 25 Feet , Thence South 130 Feet to the Point of Beginning.

EXHIBIT B

Dimensional Requirements:

1. The dimensional requirements approved for the sketch site plan are as follows:

Dimensional Requirement	Elice Minor Subdivision
Min. Lot Area	Lots A & B- 3,071 sf Lot C- 6,142 sf
Building Height	24 Feet to Midpoint
Ridge Height	28 Feet
# of Stories	2
Lot Width	45.5 Feet
Front Yard Setback	10 Feet
Rear Yard Setback	10 Feet
Side Yard Setback	5 Feet
FAR	.5:1 on each individual lot
Max Lot Coverage	NA
Min Landscape	>10%
Parking	2 Spaces for Each 2-Bedroom or 3-Bedroom Unit
Max. Unit Size	1,200 sf (2-Bedroom Unit proposed on Lot B) 1,385 sf (Existing 3-Bedroom Unit on Lot A) and any unit to be constructed to replace the existing unit shall be required to meet the maximum units size as set forth in the R-4 MD Zone District as it may be amended

	Future Development on Lot C shall be required to meet the maximum unit size as set forth in the R-4 MD Zone District as it may be amended
--	---

R-4 MD Site Plan Review:

2. Each new dwelling unit in the subdivision shall require R-4 MD Site Plan approval as set forth in Town Code Section 16-31(a)(2), *Supplemental Requirements for the R-4 Mixed Density Residential District*, prior to applying for building permits on each individual residence.
3. The Applicants shall include detailed architectural drawings for the residence to be constructed on Lot B in the Final Site Plan Review Application.

Non-Conforming Sheds/Outbuildings:

4. The Applicants shall move or remove the non-conforming sheds/outbuildings on the site to bring them into compliance with the R-4 MD setback requirements as they relate to the new lot lines created by the minor subdivision, prior to recording a final subdivision plat.

Construction Management Plan:

5. The Applicants shall submit construction management plans with each site plan review application for each individual residence to be constructed within the subdivision. The construction management plans 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.

Basalt Sanitation District Comments:

6. The Applicants shall demonstrate compliance with Basalt Sanitation District's rules and regulations and compliance with Basalt Sanitation District Engineer, Wyatt Popp's comments dated May 19, 2016 for each individual residence prior to the issuance of building permit on the individual residences in the subdivision. The Applicants shall also pay tap fees for each individual residence at the time of building permit issuance for each individual residence.

Development and Building Fees:

7. The Applicants shall pay all applicable development review fees on each new residence, as calculated by the Town Planner, prior to building permit issuance, (including the payment of parkland dedication and school land dedication fees). The Applicants shall also pay all applicable building permit fees as calculated by the Town Building Official prior to building permit issuance on each individual residence in the subdivision.

Amended Subdivision Plat:

8. The Applicants shall submit an amended subdivision plat showing the common lot line between Lot A and Lot C complying with the required five (5) foot side yard setback from the existing residence prior to the approval of the Final Site Plan Review on Lot B and prior to the submittal of a Site Plan Application on Lot C.

Approval Documents:

9. The Applicants shall prepare an amended Minor Subdivision Plat for review and approval in conjunction with the final site plan review application for the new residence to be constructed on Lot B. The Minor Subdivision Plat must be approved and recorded prior to the issuance of a building permit on any of the residences within subdivision.

Vested Rights:

10. Approval of the Sketch Site Plan Review for the residence to be constructed on Lot B does not grant vested property rights. The final subdivision approval and rezoning to R-4 MD will take place concurrently with approval of the Final Site Plan Review for the residence to be constructed on Lot B.



Sopris Drive

Town Public Works Annex Building/Shop

Subject Property

Homestead Drive



April 16, 2016

To Town Of Basalt,

We are proposing to rezone the property we own at 150 West Homestead Drive from the existing R-3 Traditional Neighborhood zoning to R-4 Mixed Density (MD), and subdivide the property into three individual residential lots. The Town of Basalt has provided an Administrative Determination the property is eligible to apply for rezoning to R-4 MD. The proposed lots conform to the R-4 MD dimensional requirements. The existing surrounding Old Town Neighborhood contains areas of similar density and residential uses as those allowed in R-4 MD zone district.

There are two flat building areas on this property; one along Homestead Drive and one along Tucker Lane. Two of the proposed lots would front on West Homestead Drive and one of the lots would front on the Tucker Lane. Utilities are readily available in both Homestead and Tucker Lane. Adequate fire protection exists and was verified by Town staff and Fire Marshal. Off-street parking conforming to R-4 MD Parking Standards is proposed.

We are proposing the existing three bedroom residence remain on a 3,071 square foot lot, Lot A, with access to two off-street parking spaces from Homestead Drive. The current electrical and sewer service to the existing residence would be replaced with underground services installed in a deeded easement along the common property lines. As proposed the existing residence will encroach two feet into the 5'-0" setback on the east side. Any new structure would be required to meet the setback requirements.

We are proposing a new two bedroom 1,200 square foot residence with a 350 square foot garage on a 3,071 square foot lot, Lot B, fronting on Tucker Lane. Access and all utilities for this lot would be provided from Tucker Lane. The new residence conforms to the R-4 MD dimensional requirements.

We are proposing a 6,142 square foot lot, Lot C, fronting on Homestead Drive would be available for later development. Utilities and access are available for this lot from both Homestead Drive and Tucker Lane. All future development would be required to meet R-4 MD requirements.

We feel our proposal is in character with the existing neighborhood and the Town's goal of providing attainable housing than the existing zoning supports. Thank you for your consideration of this proposal.

Attached are: the Development Application, Town of Basalt Administrative Determination, satellite photographs of area, site & neighborhood photographs, property survey, proposed site plan, site model photographs and preliminary drawings for the proposed new residence.

Sincerely,
Mark and Kris Elice

To be filled out by the Town

Filed: ___/___/___
Application Fee: _____
Review Fee: _____
Total Payment Received: _____
Current Reimbursement Agreement: _____

Town of Basalt

Development Application

The Following Must Be Provided Unless the Town Planner Gives Permission to Omit Answer:

TYPE OF APPLICATION FILED: ___ Annexation Rezoning ___ ESA
Environmental ___ ESA Floodplain ___ Regular Rezoning ___ Special Review
___ Special Review for Off-Street Parking ___ Variance Minor Subdivision
___ Minor Subdivision Condominimization

___ Major Subdivision or Replat ___ Planned Unit Development
___ Sketch Plan ___ Sketch Plan
___ Preliminary Plat ___ Master Plan
___ Final Plat ___ Preliminary Development Plan
___ Final Development Plan
___ TRC Administrative Amendment

Other type of Application _____

Brief description of project: REZONE PROPERTY SPLIT INTO THREE
LOTS, EXISTING RESIDENCE TO REMAIN, ADD ONE RESIDENCE,
CREATE ONE VACANT LOT

Contact Information

Name of Applicant(s): MARK & KRIS ELICE
Phone number 970-379-3214
Fax number Ø
E mail (if available) markeliceinc.com
Address 124 E HOMESTEAD BASALT
P.O. BOX 2211
Name of Owner(s): SAME
Phone number _____
Fax number _____
E mail (if available) _____
Address _____

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

Please attach owner's authorization.

Name of Engineer or Surveyor: HIGH COUNTRY ENGINEERING
Phone number 945-8676
Fax number _____
E mail (if available) _____

Name of Architect or Planner: MARK ELICE
Phone number 970-379-3214
Fax number Ø
E mail (if available) mark@eliceinc.com

Information on Existing Conditions

Existing Zoning: R3 TN Proposed Zoning: R4 MD
Total square feet or acreage in application 12,285 SF

Information on Proposed Development

Total number of dwelling units: 2 Number of bedrooms: 5
Total floor area: EXIST'G RES. 1,300SF, NEW RESIDENCE 1,200 SF W/GARAGE
Proposed gross floor area by use (non-residential development only): Ø

Area of open space to be provided: _____

Legal Description

Legal Description of property (attach if necessary):
SEE ATTACHED SURVEY

Reception No. of Deed: _____



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.

Town of Basalt, Colorado
Administrative Determination No. 03
Series of 2016

**ADMINISTRATIVE DETERMINATION OF THE TOWN PLANNER OF THE
TOWN OF BASALT, COLORADO, FINDING THE PROPERTY LOCATED AT
150 W. HOMESTEAD DRIVE ELIGIBLE TO APPLY FOR REZONING TO THE
R-4 MIXED DENSITY RESIDENTIAL (R-4 MD) ZONE DISTRICT**

The undersigned certifies as follows:

1. On or before March 15, 2016, the Town Planner of Basalt, Colorado, considered a request submitted by Mark Elice ("Applicant") to determine the property eligible for rezoning to the R-4 Mixed Density Residential (R-4 MD) Zone District.
2. Town Code Section 16-31, *Supplemental requirements for the R-4 Mixed Density Residential District*, requires a determination be made by the Town Planner as to whether a property is eligible for submitting a R-4 MD rezoning application to the Town for consideration.
3. The criteria for determination of R-4 MD eligibility are as follows:
 - a. Property must contain 12,000 square feet;
 - b. Few development or environmental constraints exist;
 - c. Utilities and services are existing or can be affordably provided;
 - d. Property is relatively flat;
 - e. Adequate fire protection exists or can be established.
4. The Town Planner finds that the Property is eligible for application to rezone to the R-4 MD Zone District as it contains 12,000 square feet, there are few development or environmental constraints, the majority of the utilities are provided for in the alley behind the property, the Property contains flat bench areas suitable for development, and adequate fire protection exists as was determined through a site visit with the Fire Marshal and Fire Chief of the Basalt and Rural Fire Protection District.
5. The Town Planner hereby approves an administrative determination finding the property located at 150 Homestead Drive eligible for application to rezone to the R-4 MD Zone District.

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

6. This administrative determination does not constitute a rezoning of the Property or a recommendation on whether the Property should be approved for rezoning by the Town Council in the future.

7. A copy of this Certificate shall be inserted in the Town's file for this matter and may be recorded in the Eagle County records.

8. The Owner may rely on the actions of this administrative determination as set forth herein.

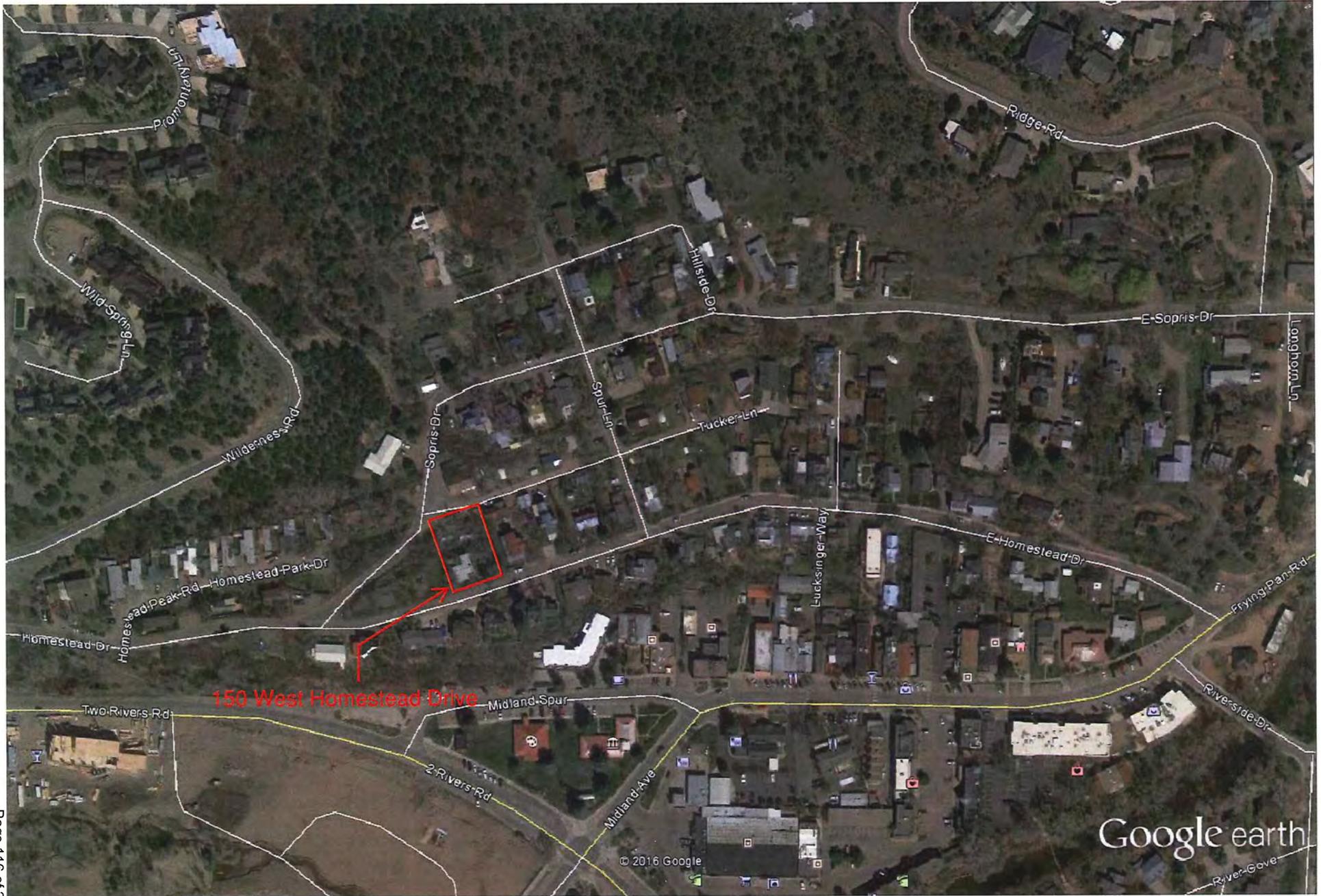
The undersigned has executed this administrative determination as of March 15, 2016.

TOWN OF BASALT, COLORADO

By: 

Susan Philp, Town Planner

Attachments:
Potential Site Plan



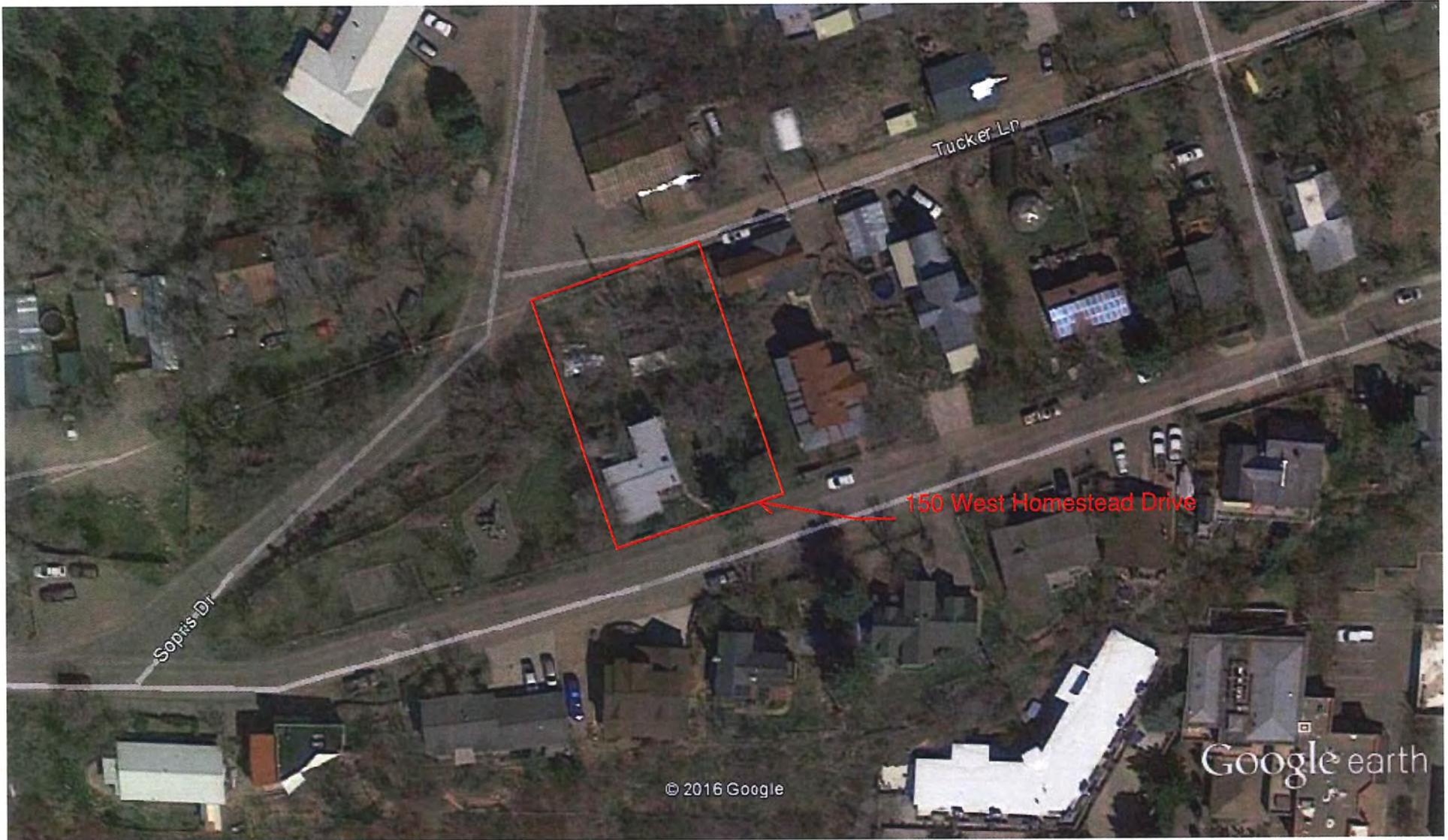
150 West Homestead Drive

© 2016 Google

Google earth

Google earth





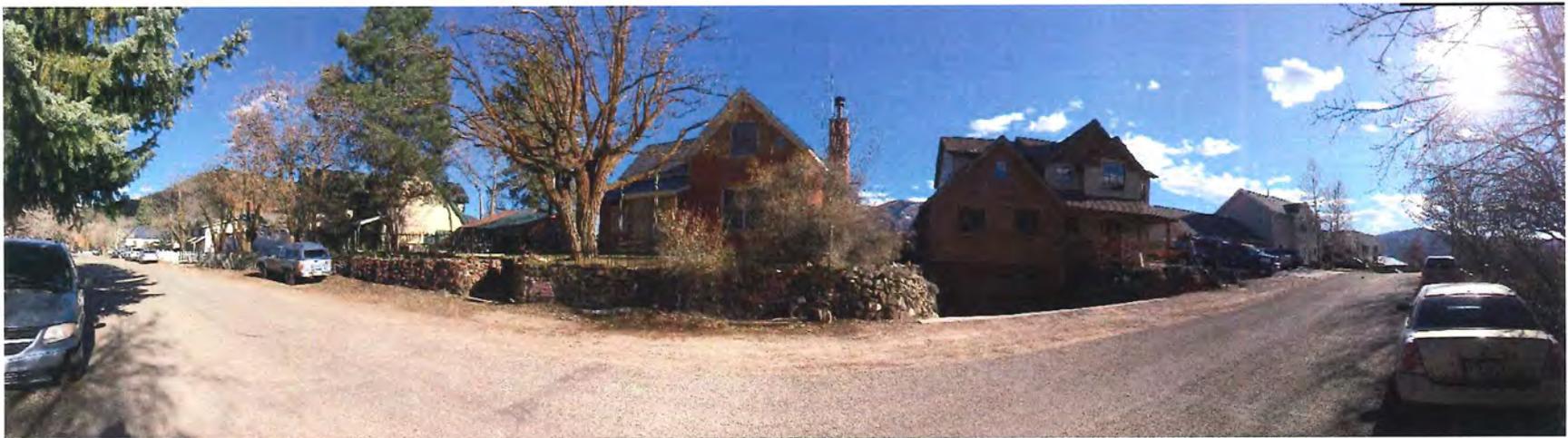
Google earth

feet
meters





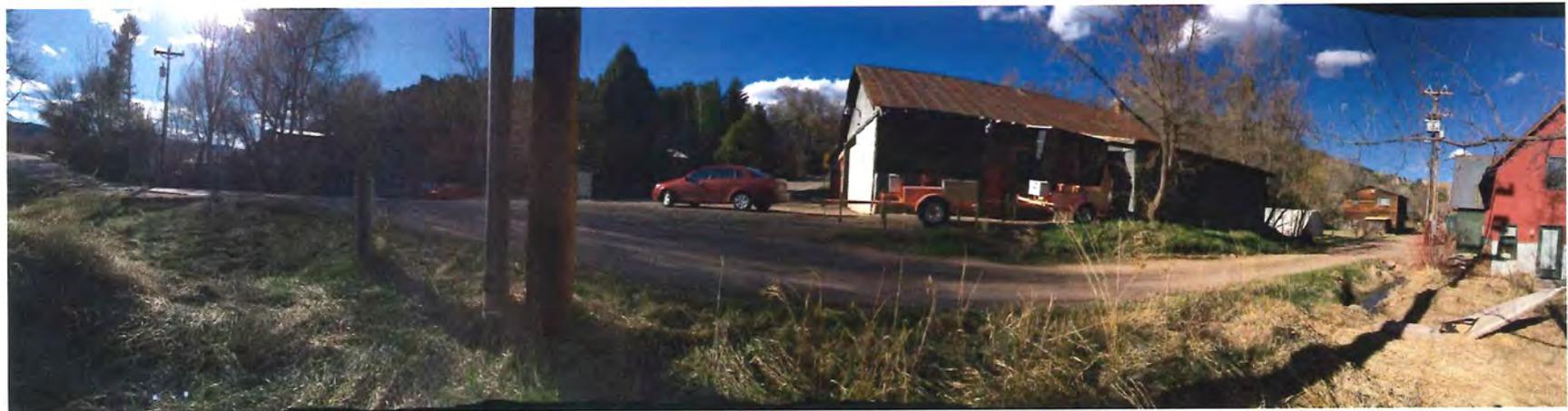
Panorama View From Homestead Drive Looking Towards Site



Panorama View From Homestead Drive Away From Site



Panorama View From Tucker Lane Looking Towards Site



Panorama View From Tucker Lane Looking Away From Site

IMPROVEMENT SURVEY PLAT
 A PARCEL OF LAND SITUATED IN TRACT 45, SECTION 7, T.8 S., R. 86 W. OF THE 6TH P.M.
 TOWN OF BASALT, COUNTY OF EAGLE, STATE OF COLORADO

GRAPHIC SCALE



- LEGEND**
- ⊕ UTILITY POLE/POWER POLE
 - ⊙ TELEPHONE PEDESTAL
 - ⊙ SANITARY MANHOLE
 - ⊙ WATER SHUTOFF
 - ⊙ STORM GATE
 - (NEP407) RECORD DATA

PROPERTY DESCRIPTION (TITLE COMMITMENT)

PARCEL 1A:
 THE WESTERLY 16.00 FEET OF LOT 19, BLOCK A, LUCKINSBERG BROTHERS ADDITION TO THE TOWN OF ASPEN JUNCTION (NOW KNOWN AS BASALT), ACCORDING TO THE PLAT THEREOF FILED ON MARCH 1, 1922, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19, BLOCK A, THENCE N 69 DEGREES 40 MINUTES E 16.00 FEET, THENCE N 20 DEGREES 20 MINUTES W 130.00 FEET, THENCE S 69 DEGREES 40 MINUTES W 16.00 FEET, THENCE S 20 DEGREES 20 MINUTES E 130.00 FEET TO THE POINT OF BEGINNING.

PARCEL 1B:
 LOTS 20 AND 21, BLOCK A, LUCKINSBERG BROTHERS ADDITION TO THE TOWN OF ASPEN JUNCTION (NOW KNOWN AS BASALT), ACCORDING TO THE PLAT THEREOF FILED ON MARCH 1, 1922 AND A PARCEL OF LAND RECORDED AS:
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 21, BLOCK A, LUCKINSBERG BROTHERS ADDITION, THENCE WEST 25 FEET, THENCE NORTH 130 FEET, THENCE EAST 25 FEET, THENCE SOUTH 130 FEET TO THE POINT OF BEGINNING.

PARCEL 1C:
 A TRACT OF LAND IN BLOCK A, LUCKINSBERG BROTHERS ADDITION TO THE TOWN OF ASPEN JUNCTION (NOW KNOWN AS BASALT), ACCORDING TO THE PLAT THEREOF FILED MARCH 1, 1922 MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 19, SAID BLOCK A, THENCE N 69 DEGREES 40 MINUTES E 16.00 FEET, THENCE S 20 DEGREES 20 MINUTES W 3.00 FEET, THENCE S 69 DEGREES 40 MINUTES W 91.00 FEET, THENCE N 20 DEGREES 20 MINUTES W 5.00 FEET, THENCE N 69 DEGREES 40 MINUTES E 75.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
 LOT 4, MAJOR SUBDIVISION OF BASALT TOWN SHOP PARCEL, ACCORDING TO THE PLAT RECORDED MAY 25, 1964 IN BOOK 841 AT PAGE 123 AS RECEPTION NO. 537171.
 COUNTY OF EAGLE, STATE OF COLORADO

NOTES:

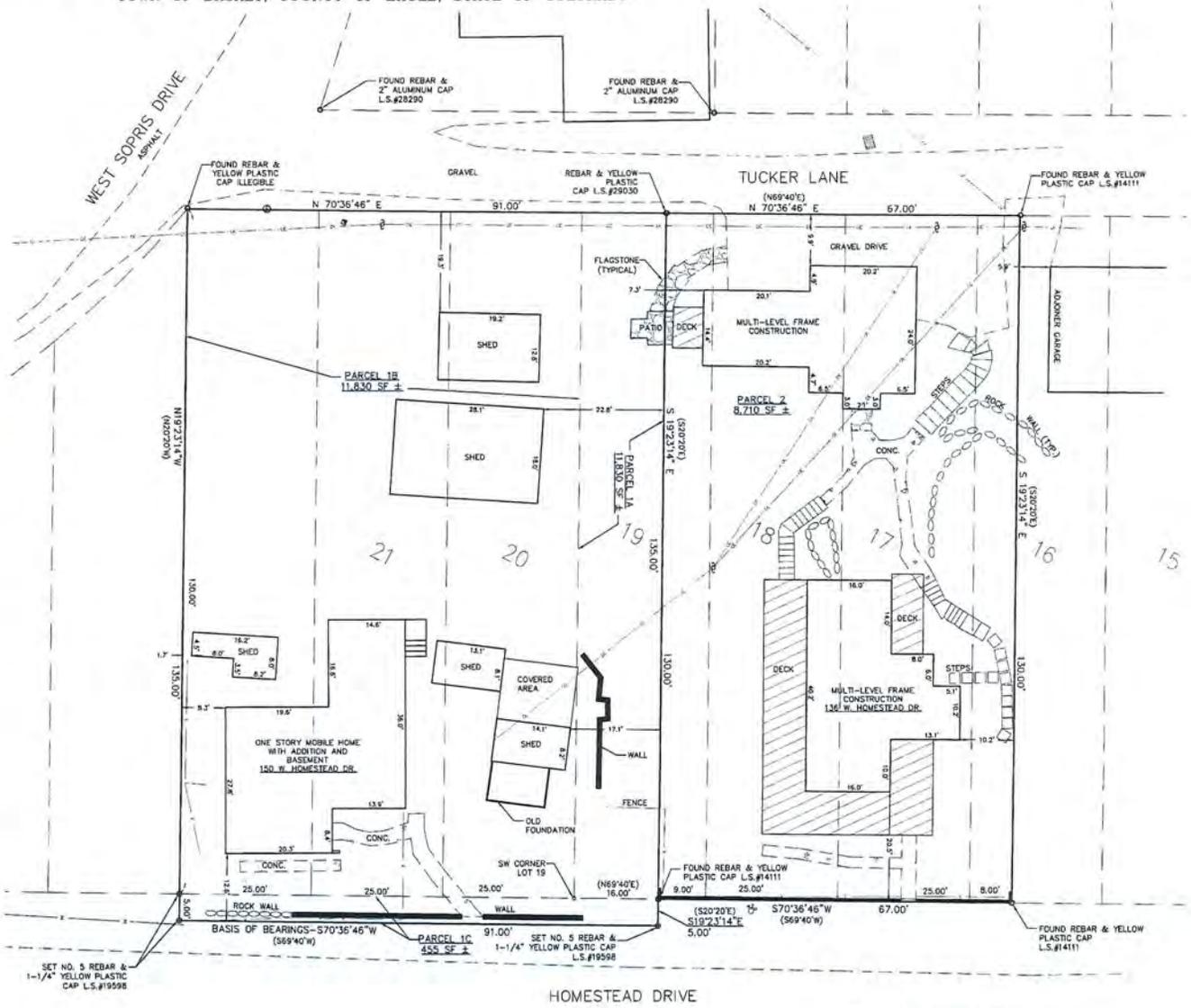
1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S70°36'46"W BETWEEN THE SOUTHEAST CORNER OF PARCEL 1C AND THE SOUTHWEST CORNER OF PARCEL 1C, NO. 9 REBAR AND 1-1/4" YELLOW PLASTIC CAPS MARKED PROP CORNER ICE INC. L538988 AS SHOWN HEREON.
2. DATE OF SURVEY: OCTOBER 8 AND OCTOBER 13, 2014.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON RECEPTION NO. 537171 AND 803401 OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE AND CORRECTIONS FOUND IN PLACE.
5. THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, DATED JULY 8, 2014 (ORDER NUMBER B4848072) AND THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, DATED JULY 10, 2014 (ORDER NUMBER B4848073).
6. THAT PARCEL LABELED "PARCEL 1C" IS A PORTION OF HOMESTEAD DRIVE VACATED IN RECEPTION NO. 558463 OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE.

IMPROVEMENT SURVEY STATEMENT

I HEREBY STATE THAT THIS IMPROVEMENT SURVEY WAS PREPARED BY HIGH COUNTRY ENGINEERING, INC. FOR THE TOWN OF BASALT.

I FURTHER STATE THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, OCTOBER 13, 2014, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCELS, EXCEPT AS SHOWN, THAT THERE ARE NO ENCUMBRANCES UPON THE DESCRIBED PARCELS BY IMPROVEMENTS ON ANY ADJOINING PARCELS, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT OVICTION OR SIGN OF ANY EASEMENT ORIGINATING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED, UNDER ORDER OF CLOSURE IS LESS THAN 1:16,000.

BY: FRANK W. HARRINGTON, L.S. NO. 19558



COUNTY SURVEYOR'S CERTIFICATE

DEPOSITED THIS _____ DAY OF _____, 2014, AT _____ IN BOOK _____ OF THE EAGLE COUNTY SURVEYOR'S LAND SURVEY PLATS, PROCEEDINGS AND SURVEYS AT PAGE _____ THIS LAND SURVEY PLAT COMPLIES WITH SECTION 38-31-106(1), OF THE COLORADO REVISED STATUTES.

COUNTY SURVEYOR

COUNTY OF EAGLE
 1-800-922-1987
 OR 970-226-1111
 CALL FOR EAGLE COUNTY SURVEYOR'S OFFICE
 1000 W. 10TH AVENUE, SUITE 100
 EAGLE, CO 81621

HIGH COUNTRY ENGINEERING, INC.
 1517 BLAKE AVENUE, STE 101
 GLENWOOD SPRINGS, CO 81601
 PHONE 970-226-1111
 WWW.HCENG.COM

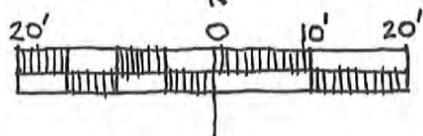
TOWN OF BASALT
 136 AND 150 W. HOMESTEAD DR.
 IMPROVEMENT SURVEY PLAT

PROJECT NO.
 2141672.01

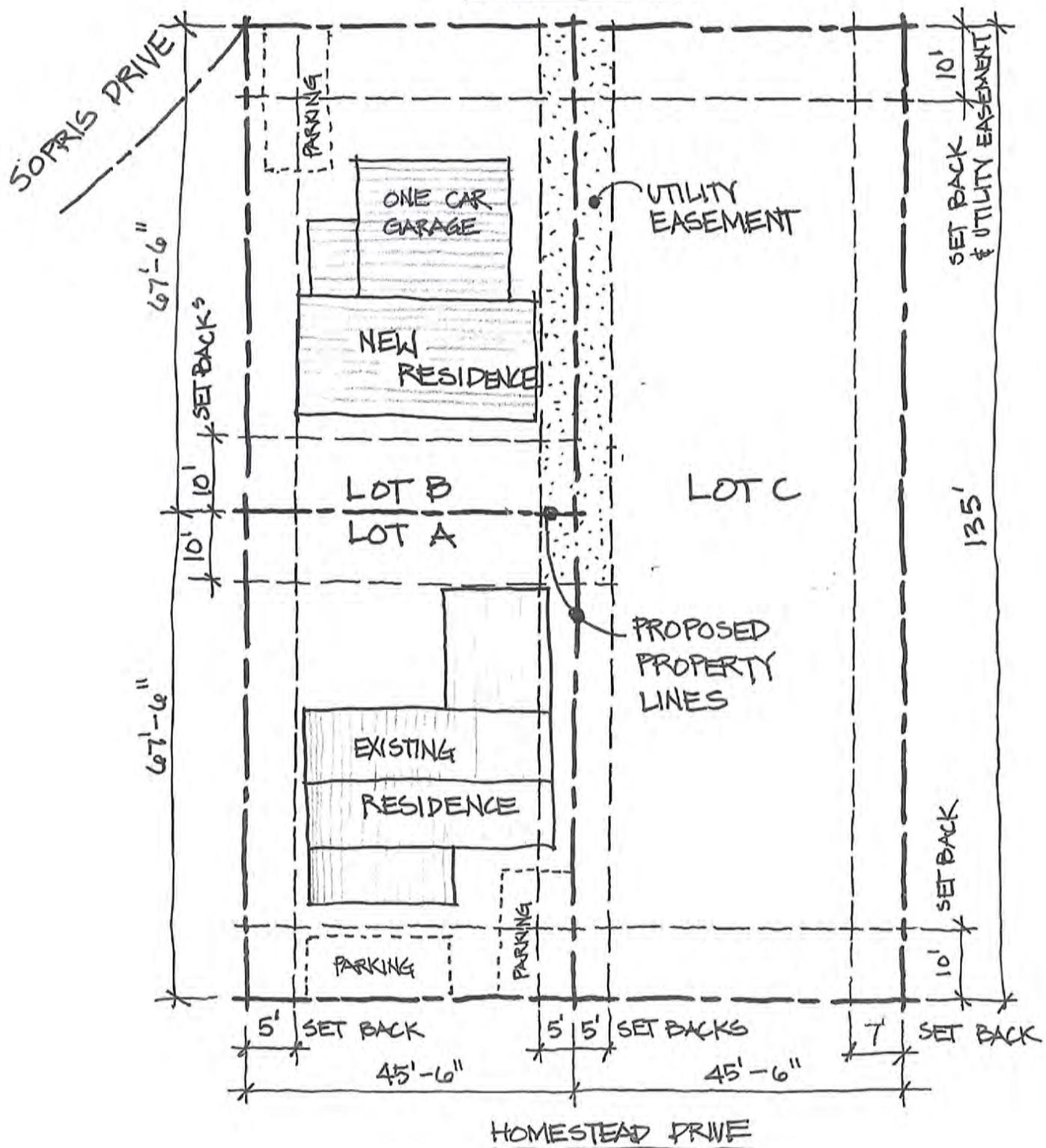
1 OF 1

150 W. HOMESTEAD PROPOSAL

SITE PLAN

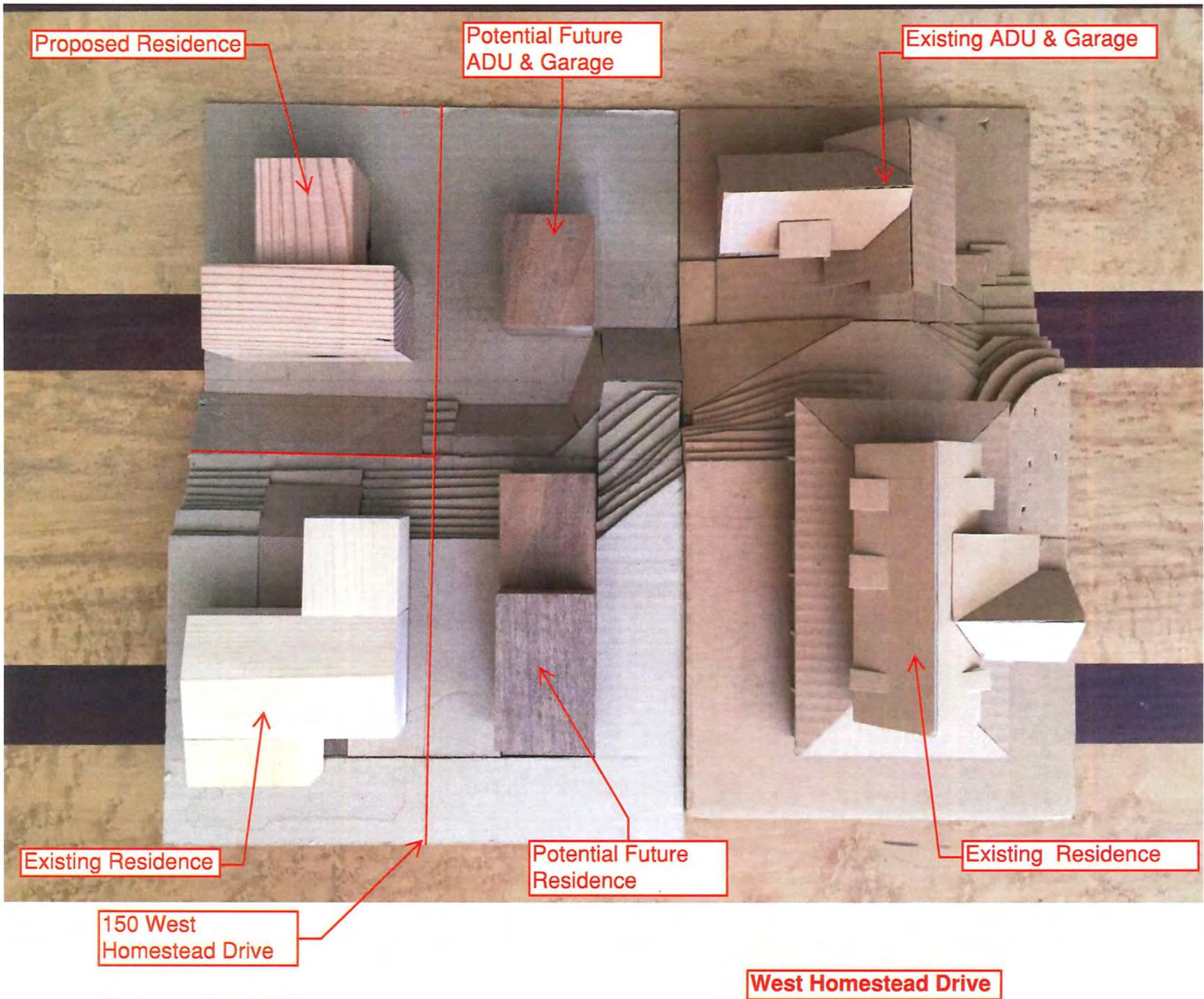


TUCKER LANE



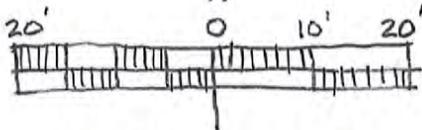
4/3/16

Tucker Lane



150 W. HOMESTEAD PROPOSAL

UTILITY PLAN



TUCKER LANE

- W = WATER
- G = GAS
- E = ELECTRIC
- S = SEWER
- D = DATA/PHONE

EXIST'G SEWER MAIN
 NEW UNDERGROUND
 EXIST'G OVER-HEAD ELECTRIC EASEMENT

NEW RESIDENCE

LOT B
 LOT A

LOT C

EXISTING RESIDENCE

RELOCATED EXIST'G ELECT., SEWER & DATA LINES

FUTURE GAS
 FUTURE WATER
 FUTURE PHONE

EXISTING GAS

EXISTING WATER

EXISTING PHONE

HOMESTEAD DRIVE

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BASALT,
 COLORADO, APPROVING AMENDMENTS TO BASALT MUNICIPAL CODE
 SECTION 16-31, SUPPLEMENTAL REQUIREMENTS FOR THE R-4 MIXED
 DENSITY RESIDENTIAL DISTRICT, TOWN OF BASALT, COLORADO**

**Ordinance No. 04
 Series of 2015**

Table 1			
	<u>Single family detached</u>	150 Homestead as Proposed	<u>Multifamily</u>
Minimum lot area (in square feet)	2,500	Lot A & B - 3,071 Lot C - 6,142	7,500
Maximum building height (feet)	24	Less than 24	33
Highest point to a pitched roof (feet)	28	Less than 28	35
Maximum Number of stories	2	2	3
Min. lot width	32	45.5	70
Front Yard Setback	Applies to Individual lots		Applies to Buildings
<ul style="list-style-type: none"> • Major collector 	10	10	10
<ul style="list-style-type: none"> • Local 	10	10	10
Rear Yard (feet)	10 [Note 2]	10	10 [Note 2]
Side Yard (feet)	5 for conventional [Note 2]	7 on Lot C east side 5 on all other sides	5 [Note 2]
Max FAR	[Note 3]	Lot A .46 : 1 Lot B .39 : 1	[Note 3]
Maximum lot coverage	none	none	none
Minimum landscaped open space	10%	Greater than 10%	10%
Maximum Unit Size -including garage and any other accessory units or structures <u>all other floor area except for garages</u>			
Total square feet	2,350-1,700		1,385-1,135
3 bedroom	2,350-1,700		1,135
<u>2 bedroom</u>	1,200	1,200	965
1 bedroom	800		800

150 Homestead as Proposed

Efficiency adu (in square feet)	500 See 16-31(c)2 Note 3	na	na Note 3
Minimum Unit Size – excluding garage and any other accessory units or structures and not including adus Total square feet			
3 bedroom	na	na	1,000
2 bedroom	na	na	750
1 bedroom	na	na	580
Efficiency adu	na	na	415
(in square feet)	300 Sec. 16-31(c)2		na
Max Garage Size, excluded from Maximum Unit Size (in square feet)	350	350	NA Note 4
Separation between buildings	10	Greater than 10	15 down to 5 [see 16-31 (d)]

Note 1: Lot size will vary and will be approved through the subdivision process but shall not be lower than 1,250 sq. ft.

Note 2: Zero lot line configurations may be approved on one side of the lot with the other side yard at a minimum of 10 feet provided there is a maintenance easement on the adjoining lot at the zero lot line to allow access. Lots zoned R-4 MD that adjoin properties zoned to a zone district other than R-4 MD shall be required to maintain a required setback at least equal to the required setback of the adjoining property.

Note 3: The maximum floor area is .5:1. The maximum floor area ratio shall be applied to the overall parcel only. Individual parcels within the master parcel shall receive their floor area allocations from the total floor area authorized for the master parcel during the site plan review process. A maximum floor area for the master parcel may be approved by the Town Council up to .8:1 through the special review process. A higher floor area ratio than .8:1 may be obtained by going through the PUD process. The maximum unit sizes stated in this table may not be attainable because the overall floor area permitted for the master parcel could restrict the unit sizes further.

Note 4: the maximum garage size for multi-family development shall be established through the Site Plan Review process. The maximum size for a multi-family unit does not include exterior circulation such as common hallways outside a unit.

D) P+Z Memo

MEMORANDUM

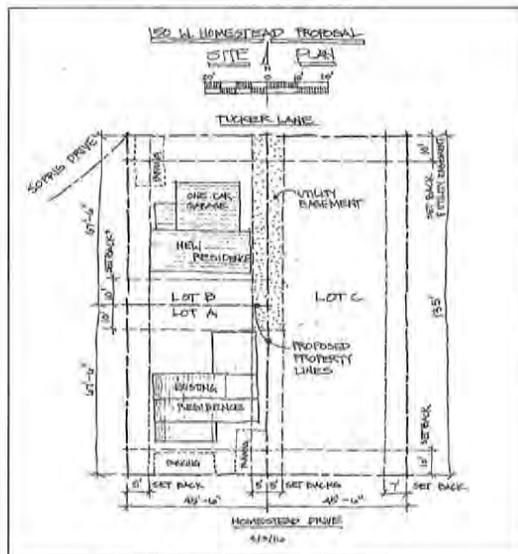
To: Chairman Johns and Basalt Planning and Zoning Commission
Thru: Susan Philp, AICP Planning Director
From: James Lindt, AICP Assistant Planning Director
Date: July 19, 2016
RE: Public Hearing- 150 W. Homestead Drive Rezoning to R-4 MD, Minor Subdivision, and R-4 MD Sketch Plan Review

I. Purpose

Mark and Kris Elice ("Applicants") are requesting approval to rezone the property at 150 W. Homestead Drive to R-4 Mixed Density, subdivide the property into three (3) lots, and obtain sketch site plan approval for the construction of a new residence on Lot B of the proposed subdivision.

II. Background

The property at 150 W. Homestead Drive is 12,285 square feet and currently contains an existing residence of 1,300 square feet and several outbuildings. The subject property is currently zoned R-3 TN. The Applicants would like to rezone the property to the R-4 MD Zone District, and subdivide the property into three (3) lots, two lots of approximately 3,000 square feet and another lot of approximately 6,000 square feet. See site plan below for layout of proposed subdivision.



Upon, rezoning and subdividing the property, the Applicants would like to construct a new residence of approximately 1,200 square feet with a 350 square foot garage on Lot B of the proposed subdivision. The 6,000 square foot Lot C that would result from the subdivision is proposed for future development in accordance with the R-4 MD Zone District. The existing 1,300 square foot house would remain on Lot A.

III. Review Process

The P&Z makes a recommendation to the Town Council on the Rezoning pursuant to Town Code Section 16-267, *Amendment Procedure*, and the Sketch R-4 MD Sketch Site Plan Review pursuant to Town Code Section 16-31(a)(2), *Supplemental Requirements for R-4 Mixed Density Residential District: Sketch Plan Review*. Additionally, the Town Council reviews the Minor Subdivision request after considering a recommendation from the Technical Review Committee (TRC) pursuant to Town Code Section 17-83, *Minor Subdivision procedure*. It is the Town's policy not to approve of the rezoning and minor subdivision until the final site plan is approved.

IV. Discussion Items

Staff has identified the following discussion items for consideration:

Consistency with Master Plan: The R-4 MD Zone District was adopted in 2013 to help the Town further the implementation of the following adopted policies from the 2007 Basalt Master Plan:

- a. Compact Development. Encourage compact, efficient, pedestrian, and transit-oriented development.
- b. Unit Sizes. Limit house size as part of an effort to preserve small-town character.
- c. Local Resident Housing. Seek to attract and encourage developers to produce local resident housing.
- d. Starter housing. Develop regulations that would encourage small-scale high density starter housing that is affordable.

Staff finds that the proposed subdivision is consistent with the above provisions of the Basalt Master Plan as it provided for a greater density of smaller housing units in the downtown area.

Consistency with Neighborhood Character: The majority of the properties in the immediate vicinity are zoned R-3 TN and the adjacent property to the east contains a single-family residence and an ADU. Staff believes that the proposed development plan

is consistent with the character of the neighborhood in that the neighborhood contains small lots with relatively small houses. The property was identified to be eligible for rezoning to the R-4 MD Zone District pursuant to Administrative Determination No. 03, Series of 2016 (attached) and was modeled for example purposes when the R-4 MD Zone District was being amended in 2015.

Compliance with R-4 MD Requirements: The proposed subdivision complies with almost all of the dimensional requirements of the R-4 MD Zone District with the exception of the side yard setback on the existing residence was proposed to be less than R-4 MD requires, which Staff addresses later in this memo.

Below is a table comparing the proposed development with the R-4 MD Zone District dimensional requirements:

Dimensional Requirement	R-4 MD Single Family Detached	Proposed
Min. Lot Area	2,500 sf	Lots A & B- 3,071 sf Lot C- 6,142 sf
Building Height	24 Feet to Midpoint	Less than 24 Feet to Midpoint
Ridge Height	28 Feet	Less than 28 Feet
# of Stories	2	2
Lot Width	32 Feet	45.5 Feet
Front Yard Setback	10 Feet	10 Feet
Rear Yard Setback	10 Feet	10 Feet
Side Yard Setback	5 Feet	3 Feet for Existing Residence, 5 Feet for All New Structures
FAR	.5:1 (except that additional FAR can be granted through Special Review)	Less than .5:1
Max Lot Coverage	NA	NA
Min Landscape	10%	>10%
Parking	2 Spaces per 2-Bedroom or 3-bedroom Unit	2 Spaces for Each 2-Bedroom or 3-Bedroom Unit
Max. Unit Size	1,200 sf for 2-Bedroom Unit 1,700 sf for 3-Bedroom Unit	1,200 sf (2-Bedroom Unit proposed on Lot B) 1,385 sf (Existing 3-Bedroom Unit on Lot A)

		Future Development on Lot C would be required to meet these size limits
--	--	---

Side Yard Setback for Existing Residence: As noted above, the side yard setback for the existing residence was proposed to be three (3) feet instead of the five (5) feet required by the R-4 MD Zone District. The Application expresses that upon redevelopment of the existing residence on Lot A, a new residence would be required to comply with the five (5) foot side yard setback requirement. However, the Town Building Official has indicated that the existing residence would have to be fire-rated if the proposed lot line were to be established at three (3) feet rather than the R-4 MD required setback of five (5) feet. Additionally, a non-conformity cannot be created through the subdivision process. There is room to jog the proposed lot line slightly to accommodate the required five (5) foot setback. Staff has included a draft condition requiring the Applicants to provide an amended plat showing the common lot line between Lot A and Lot C complying with the required five (5) foot side yard setback prior to the Final Site Plan Review on Lot B and prior to the submittal of a Sketch Site Plan Application on Lot C.

Vehicular Access and Parking: Lot A of the proposed subdivision that contains the existing residence takes vehicular access from Homestead Drive and is proposed to include the required parking of two (2) spaces on the site. On Lot B, the vehicular access is proposed from alleyway and the Applicants are proposing a garage and parking to satisfy the off-street parking requirements. Lot C would be required to provide parking on the lot in the future in accordance with the R-4 MD Zone District requirements. Staff finds that the required parking is met by the proposed Application.

Affordable Housing: The proposed subdivision is exempt from Affordable Housing requirements as long as the subdivision does not contain more than three (3) detached dwelling units that do not exceed 3,000 total square feet each pursuant to Town Code Section 16-416(a), *Residential Inclusionary Housing Requirements*. It is assured that there will not be a residence of greater than 3,000 square feet in the subdivision in that the unit size limitation for the R-4 MD Zone District top out at 1,700 square feet plus a potential garage of 350 square feet.

Non-Conforming Sheds: The proposed subdivision would create setback non-conformities with regards to several outbuildings on the property that would straddle the new lot line. Staff has included a draft condition requiring the Applicants to move or remove existing outbuildings/sheds in order for them to comply with the required setbacks prior to recording the Subdivision Plat.

Construction Management Plan: A draft condition is included that requires the Applicants to submit a construction management plan as part of the Final Site Plan Review on Lot B and for the Site Plan Review for any new residence to be built on either Lots A or C.

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.

Basalt Sanitation District:

The Basalt Sanitation District reviewed the proposed application. The Applicants will have to pay additional fees as a result of adding a sewer EQRs.

VI. Recommendation

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

Representations:

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

Dimensional Requirements:

3. The dimensional requirements approved for the sketch site plan are as follows:

Dimensional Requirement	Elice Minor Subdivision
Min. Lot Area	Lots A & B- 3,071 sf Lot C- 6,142 sf
Building Height	24 Feet to Midpoint
Ridge Height	28 Feet
# of Stories	2
Lot Width	45.5 Feet
Front Yard Setback	10 Feet
Rear Yard Setback	10 Feet
Side Yard Setback	5 Feet
FAR	.5:1 on each individual lot

Max Lot Coverage	NA
Min Landscape	>10%
Parking	2 Spaces for Each 2-Bedroom or 3-Bedroom Unit
Max. Unit Size	1,200 sf (2-Bedroom Unit proposed on Lot B) 1,385 sf (Existing 3-Bedroom Unit on Lot A) and any unit to be constructed to replace the existing unit shall be required to meet the maximum units size as set forth in the R-4 MD Zone District as it may be amended Future Development on Lot C shall be required to meet the maximum unit size as set forth in the R-4 MD Zone District as it may be amended

R-4 MD Site Plan Review:

4. Each new dwelling unit in the subdivision shall require R-4 MD Site Plan approval as set forth in Town Code Section 16-31(a)(2), *Supplemental Requirements for the R-4 Mixed Density Residential District*, prior to applying for building permits on each individual residence.
5. The Applicants shall include detailed architectural drawings for the residence to be constructed on Lot B in the Final Site Plan Review Application.

Non-Conforming Sheds/Outbuildings:

6. The Applicants shall move or remove the non-conforming sheds/outbuildings on the site to bring them into compliance with the R-4 MD setback requirements as they relate to the new lot lines created by the minor subdivision, prior to recording a final subdivision plat.

Construction Management Plan:

7. The Applicants shall submit construction management plans with each site plan review application for each individual residence to be constructed within the subdivision. The construction management plans 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.

Basalt Sanitation District Comments:

8. The Applicants shall demonstrate compliance with Basalt Sanitation District's rules and regulations and compliance with Basalt Sanitation District Engineer, Wyatt Popp's comments dated May 19, 2016 for each individual residence prior to the issuance of building permit on the individual residences in the subdivision. The Applicants shall also pay tap fees for each individual residence at the time of building permit issuance for each individual residence.

Development and Building Fees:

9. The Applicants shall pay all applicable development review fees on each new residence, as calculated by the Town Planner, prior to building permit issuance, (including the payment of parkland dedication and school land dedication fees). The Applicants shall also pay all applicable building permit fees as calculated by the Town Building Official prior to building permit issuance on each individual residence in the subdivision.

Amended Subdivision Plat:

10. The Applicants shall submit an amended subdivision plat showing the common lot line between Lot A and Lot C complying with the required five (5) foot side yard setback from the existing residence prior to the approval of the Final Site Plan Review on Lot B and prior to the submittal of a Site Plan Application on Lot C.

Approval Documents:

11. The Applicant shall prepare an amended Minor Subdivision Plat for review and approval in conjunction with the final site plan review application for the new residence to be constructed on Lot B. The Minor Subdivision Plat must

be approved and recorded prior to the issuance of a building permit on any of the residences within subdivision.

Vested Rights:

12. Approval of the Sketch Site Plan Review for the residence to be constructed on Lot B does not grant vested property rights. The final subdivision approval and rezoning to R-4 MD will take place concurrently with approval of the Final Site Plan Review for the residence to be constructed on Lot B. The Sketch Plan Resolution will contain a condition that the Applicant is required to submit a Final Plan Application or the sketch plan approval will be null and void.

Attachments:

Application
Administration Determination of R-4 MD Eligibility
Referral Comments

TOWN OF BASALT
PLANNING AND ZONING COMMISSION
PUBLIC HEARING and REGULAR MEETING
JULY 19, 2016

CALL TO ORDER

At 6:02 p.m. the Planning and Zoning Commission was called to order. Commissioners answering roll call were Dylan Johns, Gino Rossetti, Patrick McAllister, Eric Vozick and Alternate, Tracy Bennett. Staff present was Basalt Town Planner, Susan Philp; Assistant Planning Director, James Lindt; and Recorder, Denise Tomaskovic.

APPROVAL

Minutes of July 5, 2016

M/S ROSSETTI AND BENNETT TO APPROVE THE MINUTES OF JULY 5, 2016 AS READ. THE MOTION CARRIED BY A VOTE OF 5-0.

AGENDA ITEMS

Public hearing on Mark and Kris Elice Application: for the purpose of considering an Application submitted by Mark and Kris Elice for Rezoning, Minor Subdivision and R-4 MD Sketch Plan Review to create three lots from the 12,285 square foot property at 150 W. Homestead Drive. Specifically, the Applicant is proposing that the parcel be rezoned from the R-3 TN Zone District to the R-4 MD Zone District and be subdivided for development pursuant to the requirements of the R-4 MD Zone District.

Lindt noted that the Commissioners had visited the site previously and then proceeded to review the application, referring to Staff Memo dated July 19, 2016, a posted site plan, and architectural interpretation of the potential site layout.

Staff had posted a list of discussion items as follow:

- consistency with neighborhood character
- compliance with R-4 MD Zone District
- vehicular access and parking
- affordable housing
- non-conforming sheds
- construction management plan

The applicants, Mark and Kris Elice, were present. Lindt asked if they had any comments.

Mark Elice said that he is not comfortable with the requirement for two parking spaces on the existing residential lot; he thinks it should occur on the street. He added that he didn't have a problem with the requirement to remove the sheds or portions thereof. However, this means an artist studio probably will have to be eliminated. Originally, he had proposed that the lot line split be equal but he understands that due to building and zoning code conflicts they will have to be different widths.

Kris Elice said that the current residence on Lot A has been rented by the same tenants for five years. They have a beautiful garden where the parking spots are proposed to be located and it would be a shame to replace the gardens with parking spots. Mark added that the front yard functions as an outdoor living space in the summer. Putting the parking spots on the property will require adding about two feet of fill which will make the house seem like it's in a hole.

Commissioner McAllister asked which parking spots were in question and the proposed location of the required parking. Philp explained that per the Town code required parking cannot be located on the street. Guest and commercial parking can be located on the street, but not residential parking. McAllister then asked where redevelopment on the Lot would occur if it ever happens. Lindt replied that it would be generally in the same spot but would have to meet the R-4 MD setback.

Chair Johns asked if the property line adjustment between Lots A & C creates any sort of issue with setbacks and overall lot square footage. Lindt said the Lot sizes still meet the [zoning] minimum requirements and Mark Elice added that even with the property line adjustment, Lot C can still accommodate an ADU.

Public Hearing

The public hearing was opened at 6:17 p.m.

There were no comments from the public so the public hearing was closed at 6:17 p.m.

Commission Questions/Discussion

Chair Johns noted that the proposed parking configuration essentially sterilizes Lot A from having additional parking on the street. Lindt agreed, adding that the off-street parking requirement is procedural.

Alternate Bennett asked if there would be any other possible location for the parking. Lindt said there are provisions for parking easements on adjacent lots that are owned by the same person. It was noted that they could look at the possibility.

M/S VOZICK AND ROSSETTI TO APPROVE THIS AGENDA ITEM PER CONDITIONS IN STAFF MEMO DATED JULY 19, 2016. THE MOTION CARRIED BY A VOTE OF 5-0.

Public Hearing on Stott's Mill Application for the purpose of considering an Application submitted by MSP1 LLC for: Rezoning; Reinstatement of the majority of the Single-family residential portion of the Stott's Mill PUD Development approved pursuant to Ordinance No. 18, Series of 2009; and R-4 MD Sketch Site Plan Review for the Multi-Family development portion of the project. The Application includes a proposal to be annexed into the Town. Overall, the proposal includes, but is not limited to: 156 residential dwelling units, approximately 4.5 acres of parks, and associated necessary infrastructure improvements.

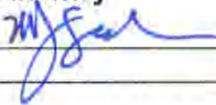
Lindt corrected a typo on the first page of the Staff Memo dated 7/19/16, stating that it should read there are 96 multi-family units and 60 single-family lots being proposed. He added that this is a continued public hearing on this agenda item.

The applicant, Briston Peterson, was present along with land use planner Mark Chain and engineer, Yancy Nichol.

Lindt explained the revisions to the proposal that were made in response to input received from the Child Care Coalition and Commissioner comments made at the previous P&Z meeting. He referred to Staff Memo dated July 19, 2016 which contains the revisions and information about the traffic study, noting that the estimated increase in traffic would require an additional CDOT access permit.

The applicant provided a proposed site plan, architectural renderings of the multi-family units as seen from Southside Drive. The Town's consulting engineers had provided several options for traffic

**TOWN OF BASALT
AGENDA ITEM SUMMARY**

Item Number:
Date: August 23, 2016
From: Tom Smith, Town Attorney
Town Manager Review: 

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

RECOMMENDATION: OPTIONS:

- 1) Approve at First Reading and set for public hearing on September 6, 2016
- 2) Amend Ordinance and Contract, approve at first reading and set for public hearing
- 3) Table ordinance for further information
- 4) Deny approval of ordinance

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

Related Town Statute and or Town Actions: Ordinance No. 10, Series of 2011 approving contract for purchase of Lot 2, Basalt Community Campus and Basalt Park Plat

Budget:

Attachments: Ordinance and Contract

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF BASALT, COLORADO

By: _____
Jacque Whitsitt, Mayor

ATTEST:

Pamela K. Schilling, Town Clerk

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

Exhibit A

Description

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

Exhibit B

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

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

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

Date: September 8, 2016

AGREEMENT

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

2. PARTIES AND PROPERTY.

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

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

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

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

SEE EXHIBIT A

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

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

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

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

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

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

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

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

_____ ; and **Use Only** **Ownership** of the following storage facilities: _____

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

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

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

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

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

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

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

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

80 3. DATES AND DEADLINES.

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

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

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

85 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

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

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

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

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

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

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

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

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

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

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

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

118 **4.5. New Loan.**

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

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

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

124 Conventional Other _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

184 **6. APPRAISAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

377
378

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

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

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

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

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

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

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

400 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to
401 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
402 by Seller to Seller's actual knowledge, current as of the date of this Contract.

403 10.2. **Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
404 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
405 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

406 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
407 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
408 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
409 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
410 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
411 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
412 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
413 discretion, Buyer may, on or before **Inspection Objection Deadline**:

414 10.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

415 10.3.2. **Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
416 Buyer requires Seller to correct.

417 10.3.3. **Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
418 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
419 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
420 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline.**

421 10.4. **Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
422 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
423 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
424 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
425 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
426 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
427 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
428 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
429 pursuant to an Inspection Resolution.

430 10.5. **Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
431 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
432 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.
433

434 **10.6. Due Diligence.**

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

- 438 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
439 **10.6.1.2.** Property tax bills for the last _____ years;
440 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
441 electrical, mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
442 available;
443 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
444 **10.6.1.5.** Operating statements for the past _____ years;
445 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
446 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
447 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
448
449

- 450 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
451 completed and capital improvement work either scheduled or in process on the date of this Contract;
452 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
453 for the past _____ years;
454 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
455 earlier under § 8.3);
456 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
457 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
458 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
459 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
460 **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
461 Property with said Act;
462 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental
463 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,
464 if any; and
465 **10.6.1.14.** Other documents and information:
466
467

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

- 471 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
472 **10.6.2.2. Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory
473 Due Diligence Documents that Buyer requires Seller to correct.

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

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

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

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

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

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

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

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

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

511 11. TENANT ESTOPPEL STATEMENTS. N/A

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

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

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

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

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

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

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

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

528 CLOSING PROVISIONS

529 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

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

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

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

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

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

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

556 13.6. Other _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

604 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to
605 the Leases as set forth in § 10.6.1.7.

606 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
607 to Buyer for payment of \$ 100.00 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession**
608 **Time** until possession is delivered.

609

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

696 **25. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

734

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

737

738

739

740 **31. ATTACHMENTS.**

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

742

743

SEE ADDENDUM A

744

745 **31.2.** The following disclosure forms are attached but are not a part of this Contract:

746

747

748

749

SIGNATURES

750

Buyer's Name: TOWN OF BASALT, COLORADO

Buyer's Name: _____

Buyer's Signature Jacque Whitsitt, Mayor Date _____

Buyer's Signature _____ Date _____

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

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

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

Seller's Name: ROARING FORK COMMUNITY
DEVELOPMENT CORPORATION

Seller's Name:

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

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

752

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

755

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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

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

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

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

Broker's Signature _____ Date _____

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

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

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

This is a **Change of Status**.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

756

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

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

1. Purchase Price and Closing Date. If Closing occurs on or before September 30, 2016, the Purchase Price shall be \$2,900,000.00. If Closing does not occur on or prior to September 30, 2016, the Purchase Price shall be \$3,000,000.00 and the Closing Date shall be on or before January 16, 2017.

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

3. Due Diligence Review, Correction Period and Revised Dates. "10.2" and "10.3" of the Contract are deleted and replaced with the following: Buyer shall have until 5:00 P.M., MDT, twenty-one (21) days from the date of mutual execution of this contract ("Due Diligence Deadline") to conduct a due diligence review of the Property. During this review period, Buyer shall be entitled to review all aspects of the Property including but not limited to the following: the physical condition of the Property, zoning restrictions, FAR requirements, survey matters, economic development aspects of the Property, and any and all other conditions or restrictions that Buyer may deem significant in the development of the Property. In the event that Buyer, in

Buyer's sole discretion, for any reason or no reason at all, is not satisfied with any of the conditions affecting the Buyer's use or development of the Property, Buyer shall have the option to terminate this Contract by giving written notice to Seller no later than the Due Diligence Deadline. Upon termination, the earnest money deposited hereunder shall be returned to Buyer and both parties shall be released from any further obligations hereunder. If Buyer fails to terminate the contract as permitted above, the due diligence review shall be deemed to have been satisfied.

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

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

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

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

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

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

(the "Lowe Contract"). The obligations of Buyer and Seller are specifically contingent upon the termination of the Lowe Contract prior to the Closing Date. The parties also acknowledge and agree that this Contract is subject to and subordinate to the Lowe Contract.

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

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

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

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

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

To Seller:

Roaring Fork Community Development Corporation
111 AABC, Suite Q
Aspen, CO 81611
Phone no. 970-925-9560
mvoy@comcast.net

With a copy to:

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

To Buyer:

Town Manager
Town of Basalt
101 Midland Avenue
Basalt, CO 81621

To Buyer's Attorney:

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

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

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

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

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

12. Broker's Commissions: Seller and Buyer each represents and warrants to the other that it has not dealt with any broker in this transaction and each agree to hold harmless and

indemnify the other from and against any and all damages, costs or expenses suffered by the indemnified party as a consequence of a breach of such representation and warranty by the indemnifying party. The provisions of this Addendum Paragraph 12 shall survive the Closing or earlier termination of this Contract.

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

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

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

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

SELLER:

**Roaring Fork Community
Development Corporation**

By: Michael McVoy, President

Date: _____

BUYER:

Town of Basalt, Colorado

By: Jacque R. Whitsitt, Mayor

Date: _____

NOTE – No significant changes were made to the packet materials presented for the Council's August 9th meeting. The meeting dates in the ordinance were updated to reflect that the Council continued the item on August 9th without discussion. Correspondence received after that packet was sent out (Attachment K) is included.

TOWN OF BASALT ACTION ITEM	Date: August 23, 2016 From: Susan Philp, AICP, Planning Director Town Manager Review: MS approved 08-05-16
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SUBJECT: Public Hearing and 1st Reading on Ordinance No. 21 Series of 2016, Amending the CSC Zone District and other Changes to the Zoning Code to Implement the Our Town Planning Master Plan Amendment

RECOMMENDATION: Approve Ordinance No. 21, Series of 2016 at 1st Reading and set 2nd Reading for September 6, 2016

DETAIL:
 The purpose of this agenda item is for the Council to adopt an ordinance amending the Zoning Code by revising the Community Serving Commercial Zone District (CSC) Zone District, adding and revising definitions used in the Amended CSC Zone District, and changing the language which outlines the intent of the CSC Zone District.

This is an important step in implementing the Town's goals for the 4 Our Town Planning Area Parcels. The principles for the four Our Town Planning Area parcels are incorporated in the Our Town Subarea Plan: An Amendment to the 2007 Town of Basalt Master Plan ("Our Town Planning Area Master Plan Amendment").

The P&Z has developed an amended CSC Zone District as directed by the Town Council. On June 14th the Council gave the P&Z additional direction regarding the zoning code amendments. See Staff's take aways from the Council's input at that meeting summarized on in the attachment entitled "Staff's Take Aways from the Council's Input to P&Z on June 14th" (and also appear starting on page 3 of the July 5th Memorandum from Staff to the P&Z).

Questions for Council Consideration:

1. Is the Council comfortable with the anchor uses and thresholds as recommended by the P&Z?
2. Does the amended definition for "condominium hotel" provide sufficient assurances that the condominium hotel would be providing "hot beds" as compared to free-market condominium units?
3. Dimensional requirements – Does the Council agree with the P&Z's recommended standards?
4. The current regulations encourage combining and re-organizing property lines on the BCC parcel rather than significantly more intense development on current building footprints (i.e. lot ownership). Is the Council ok with this strategy?

Nothing restricts an owner from applying for a different zone district, a PUD, an amendment to this District or proposing a new District to be created as the CDC did earlier.

Board Recommendations: The P&Z recommended approval of the Zone District changes on July 5th. The attached draft zoning code amendments reflect the P&Z's recommendations. The P&Z minutes of the meeting are attached. The P&Z had several Worksessions on the Code Amendments leading up to its public hearing. The P&Z also provided updates and checked in with the Town Council. The amended CSC Zone District now allows the POST committee to review a specific development plan at sketch plan level and final

plan to minimize conflicts and encourage vitality consistent with adjacent parks where appropriate.

Related Town Statute and or Town Actions: DAAC Report, 2014 Town of Basalt "Our Town" Planning Survey; See list of OTP Resolutions included on page 8 of the document Entitled "Our Town Planning – this is where we are: Prior Direction from Town Council; *Our Town Subarea Plan: An Amendment to the 2007 Town of Basalt Master Plan* ("Our Town Planning Master Plan Amendment)

Attachments:

- A. Staff's Takeaways from the Council's Input to P&Z on June 14th
- B. Draft Ordinance No. 21, Series of 2016
- C. July 5 Staff Memorandum to P&Z on the Amended CSC Zone District
- D. P&Z July 5th Minutes
- E. Excerpts from document entitled "Our Town Planning – This is where we are: Prior Direction from Town Council"
- F. OTP Master Plan Map
- G. Excerpts from Our Town Planning Survey
- H. Correspondence received by the P&Z;
- I. Current definition for condominium hotel;
- J. Current CSC Zone District;
- K. Correspondence received by the Council

Other information: Additional information can be obtained by reviewing the P&Z packet materials for its January 19, February 2, February 23 and May 3rd, June 21st and July 5th meetings found on the Basalt website <http://www.basalt.net/AgendaCenter> and on the OTP project website www.ourtownplanning.org.

Staff's Take Aways from the Council's Input to P&Z on June 14th

See excerpts from the Council Packet materials provided for the June 14th meeting for the questions posed to the Council.

Building and Park Line

- A. Council had general agreement on building line and area shown as a park. Council members recognized that the polygon area potentially could be part of the private development if that development included the vitality ideas advocated by POST's River Park Plan.

Building Heights

- B. Councilor's expressed some concern with the allowed heights, particularly for the 2 ½ story building bordering Two Rivers Road and the river park area. Concern expressed by Councilors included that buildings, if constructed to the maximum height, could potentially be out of character with downtown and adjacent development and that the 38 feet height could actually be fully 8 feet higher or 46 feet with the parapet and underground parking allowances.

Staff added language in the 5th Draft of the Amended CSC Zone District presented at the P&Z's June 21st meeting to clarify that the Council could approve lower heights than the maximum and that allowances to exceed permitted heights could only be made after certain findings.

Uses

- C. Individual Councilors expressed concern with hotels and condominium hotels being allowed on the CDC Property while other Councilors supported hotels and different methods of financing them.

Staff made minor modifications to the condominium hotel definition in the 5th Draft.

- D. Councilors, recognizing the importance of day care, seemed satisfied that day care uses were permitted as a secondary uses.

Process and Summary

- E. Council seemed supportive of the overall direction of the Amended CSC District at this stage of the review and agreed that the P&Z could hold public hearings and continue the adoption process.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BASALT,
COLORADO, APPROVING AMENDMENTS TO CHAPTER 16, ZONING, OF THE
MUNICIPAL CODE OF THE TOWN OF BASALT, COLORADO, AMENDING THE
COMMUNITY SERVING COMMERCIAL (CSC) ZONE DISTRICT, ADDING AND
REVISING DEFINITIONS AND OTHER CHANGES TO CHAPTER 16, ZONING, IN
ORDER TO IMPLEMENT THE OUR TOWN PLANNING MASTER PLAN
AMENDMENT**

Ordinance No. 21, Series of 2016

RECITALS

1. The Town of Basalt ("Town") acting by and through its Town Council has the power to amend the Municipal Code of the Town of Basalt ("Town Code") pursuant to state statutes, Section 1.3, Home Rule Charter, and Section 1-58, Town Code, and all such amendments shall become a part of the Town Code.

2. The Planning and Zoning Commission (Commission) adopted the Our Town Subarea Plan: an amendment to the 2007 Town of Basalt Master Plan ("Our Town Planning Master Plan Amendment") on October 20, 2015 and the Town Council adopted the Our Town Planning Master Plan Amendment on November 24, 2016.

3. The Basalt Town Council has directed the Commission to prepare zoning for the Our Town Planning Properties.

4. The Commission recommended using the Community Serving Commercial (CSC) Zone District as the best tool for achieving the desired goals of the Our Town Planning Master Plan Amendment. The Commission then had several Worksessions where it refined the amendments to the CSC Zone District and other supporting revisions to Chapter 16, Zoning.

5. At a public hearing on July 5, 2016, the Planning and Zoning Commission heard evidence and testimony from the Town Staff, and members of the public. The Commission recommended approval of the code amendments on July 5, 2016.

6. The Council continued the public hearing on the ordinance at its meeting on August 9, 2016 to August 23, 2016, without discussion. At a public hearing on August 23, 2016, the Town Council considered this ordinance for first reading. The Council approved the ordinance on first reading and continued and scheduled a public hearing and second reading of this Ordinance for September 6, 2016, at a meeting beginning no earlier than 6:00 pm at the Basalt Town Hall, 101 Midland Avenue, Basalt, Colorado.

7. At a public hearing and second reading on September 6, 2016, the Town Council heard evidence and testimony from the Town Staff, and members of the public.

8. The Town Council finds and determines that it is in the best interests of the Town to amend the Town Code as provided herein.

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

A. Findings. The Town hereby conclusively finds and concludes as follows:

1. The Town has adopted the following core values from the Our Town Planning Master Plan Amendment as included in the Downtown Area Advisory Committee Report:

- a) Don't lose our Small Town charm
- b) Bring the Rivers to the forefront of the Town's identity
- c) Promote Vitality and Sustainability (Physical & Economic)

2. The Our Town Master Plan amendment concentrates around a set of five guiding principles:

- a) Connect the Town to the Rivers
- b) Preserve significant physical and visual access to the Rivers
- c) Improve Lions Park
- d) Allow density to drive revitalization
- e) Provide a "There-There" destination for residents and guests alike

3. The Our Town Planning Master Plan Amendment included a revised Future Land Use Map and revised Typology Map and Typology Descriptions to apply to the four Our Town Planning Area Parcels.

4. The Town Council wishes to adopt a zone district which property owners can request to apply to the four Our Town Planning Area parcels in order to further implement the Our Town Planning Master Plan Amendment.

B. **NOW, THEREFORE, BE IT ORDAINED** by the Town Council of Basalt Colorado that the following amendments are adopted to the Town Code of the Town of Basalt.

1. Section 16-30, in Article II, of Chapter 16 of the Town Code entitled CSC Zone District is hereby deleted and is replaced with the language shown in **Exhibit "A"**.

2. Section 16-4, Definitions in Article I, Chapter 16 of the Town Code is amended as shown in **Exhibit "B"** to add definitions to the Zoning Code, and to delete the current definition for a condominium hotel and to replace it with the language included in **Exhibit "B"**.

3. Section, 16-21. The language in the section entitled, Intent of individual districts, Article II, Chapter 16, of the Town Code is amended to read as follows (language underlined is added and language ~~struck through~~ is deleted).

(10) Community Serving Commercial Zone District. The intent of the CSC zone District is to combine the social capital objectives of the Town's Master Plan with the vitality objectives of the C-2 zone district to produce tailored zoning controls for four key redevelopment parcels in downtown Basalt in order to implement the results of the Our Town Downtown planning process. The scale and character of development authorized in this zone district may allow buildings that are larger and more multi-faceted than areas zoned C-2 (Downtown Business) or P (Public). ~~The zone district offers certain incentives to encourage qualifying non-profit organizations to create projects that might not occur through pure free market development. These incentives include reductions in certain mitigation standards and a review process that is better tailored to non-profit applicants. The goal is to foster partnerships between non-profit organizations and private entities to address important community goals.~~

C. Applicability. The regulations shall take affect according to law.

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

E. This Ordinance shall be effective 14 days after final publication of the Ordinance in accordance with the Town Home Rule Charter.

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

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

EXHIBIT A

PROPOSED AMENDED CSC ZONE DISTRICT – 6th Draft

Sec. 16-30. CSC Zone District

(a) Intent and applicability.

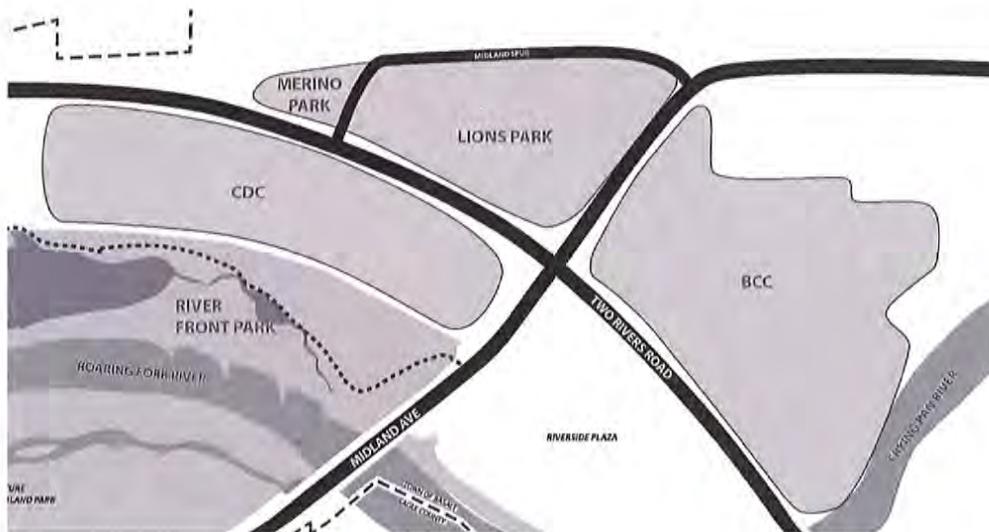
(1) Statement of intent. The intent of the CSC Zone District is to combine the social capital objectives of the Town's Master Plan with the vitality objectives of the C-2 Zone District to produce tailored zoning controls for four key redevelopment parcels in downtown Basalt in order to implement the results of the Our Town downtown planning process. The scale and character of development authorized in this zone district may allow buildings that are larger and more multi-faceted than areas zoned C-2 (Downtown Business) or P (Public).

(2) Applicability.

This district is intended to apply to four specific parcels of land commonly known as:

- a. The CDC parcel;
- b. The BCC parcel;
- c. The Lions Park parcel; and
- d. The Merino Park parcel.

The general boundaries of these 4 parcels are shown on the following map. The exact boundaries of each parcel shall be established at the time the CSC Zone District is applied to that parcel.



(b) Threshold Requirements

(1) Development must be community serving. Since the intent of the CSC Zone District is to encourage social entrepreneurship in the development of community serving commercial projects, new development shall only be permitted to occur in the CSC Zone District if it is determined to be community serving. New development shall be considered to be community serving if it includes an anchor use or uses listed in Subsection 16-30(c)(1) below for the specific parcel indicated, and that anchor use or uses meets the applicable minimum size standard for that use in Subsection 16-30(c)(1) below.

PROPOSED AMENDED CSC ZONE DISTRICT – 6th Draft

- (2) Qualifying organizations. In order to be eligible for rezoning to the CSC Zone District, the owner of the land to be rezoned must be a non-profit Community Development Organization, a similar non-profit organization where development activities are a stated part of its 501(c)(3) tax status, or a for-profit entity engaged in construction of a building or facility that is a community-serving anchor facility, as listed in Section (c)(1) below. A qualified Community Development Corporation is an entity which satisfies the requirements of Section 16-4 applicable to a "Public non-profit Entity, Community Development Corporation." A for-profit entity may include a group of owners which have agreed to be represented in the entity engaged in constructing the community-serving anchor facility.
- (3) Consistency with Master Plan. In reviewing whether a parcel is appropriate for CSC zoning, the Town will consider the future land use designation, neighborhood typology, and goals and objectives of the then current Master Plan, including but not limited to the Our Town Master Plan amendments.

(c) Permitted uses

(1) Permitted anchor uses.

- a. Subject to Subsections (1)b. and (1)c. below, at least one of the following anchor uses must occur on the CSC Zone District parcels indicated in the table below.

Table 16-30-1: Anchor Use Table					
	CDC Parcel (West)	CDC Parcel (East)	BCC Parcel	Lions Park	Merino Park
Arts Center [1]				●	
Community Housing [2]					●
Brewpub/Distillery [1]	●		●		
Entertainment [3]	●		●		
Grocery Store [3]			●		
Hotel or Condominium	●		●		
Hotel [4]					
Park/Open Space		●			
Small Business Incubator [2]					●
Sports/Youth Center [1]			●	●	
Town Hall				●	●
Community Center [1]	●		●		
[1] Must contain at least 6,500 sq.ft. of total floor area. [2] Must occupy at least 70% of the occupied total floor area developed on that CSC parcel. [3] Must contain at least 9,000 sq. ft. of total floor area. [4] Must contain at least 30 guest rooms. Includes condominium hotel					

- b. The Town Council may approve an anchor use designated for one CSC parcel as an acceptable anchor use for a different CSC parcel not indicated in the table above, with the exception that no anchor use other than a park or open space shall be designated for the eastern portions of the CDC and Lions Park parcels.
- c. If an approved anchor use begins operation but later discontinues operation for a period of 3 months or more, or if the portion of the building in which the anchor use is located is destroyed by fire or any other cause, the property owner may apply to change the approved anchor use to any other anchor use that meets the minimum size requirements listed in the table above. Any change to a substitute anchor use or another use permitted in the CSC

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zone district shall require review and recommendation by the Planning Commission following a public hearing, and shall require approval by the Town Council.

(2) Required Community Vitality Uses

On each CSC parcel, land uses in the designated Vitality Zone for that parcel are required to be Community Vitality Uses subject to exceptions included in Section 16-29(c) and the design guidelines for buildings included in Section 16-30(d)(7).

(3) Permitted Secondary Uses

The following secondary uses are permitted on each CSC parcel, provided that one or more of the anchor uses designated in the table above (or approved by the Town Council) has already been established on same CSC parcel, or will be established on the same CSC parcel as part of the development containing the permitted secondary use.

- a. An anchor use listed above in table 16-30-1, regardless of whether it satisfies the minimum size requirements, unless prohibited elsewhere by this section (C)(3).
- b. Uses and activities conducted by a government entity or by a public non-profit entity that meets the requirements of Sections 16-4 or 16-21(8) of this Chapter. Such uses include including but not limited to administrative offices and meeting rooms for non-profit and educational oriented organizations, transit facilities, museum, community center, educational facilities, performing arts center, and theater.
- c. A local business chamber.
- d. Community Vitality Uses as shown on Table 1 in Section 16-29 as Community Vitality Uses (in areas of the parcel other than the designated Vitality Zone).
- e. Other commercial, office and retail uses allowed in the C-2 Zone District.
- f. Fully-deed restricted community housing units meeting the requirements of this Chapter.
- g. Free-market multifamily residential uses (only on BCC and Lions Park parcels) where no unit exceeds 1,400 total square feet.
- h. Makerspace/Craft Industry.
- i. Public parking garage (on the BCC parcel only).
- j. Public or private open space and park uses.
- k. Day care that complies with state requirements regulating day care.
- l. Accessory uses approved pursuant to CSC Development Plan Review Process
- m. Temporary outdoor uses and vendors, subject to the provisions of Chapter 6, Section 6-13 of the Town of Basalt Code.

- (4) Limitations on permitted uses. Through the CSC Development Plan Review process, the Town Council may place reasonable restrictions or limitations on any use or activity in the CSC Zone District. The Town Council may also determine that a specific use is not appropriate based on the intent of the zone district, consistency with the Town Master Plan and compatibility with adjoining areas. The Town Council may establish conditions allowing for subsequent review by the Town Planner or Technical Review Committee to avoid unnecessary additional meetings before the Planning and Zoning Commission and Town Council.

(d) Dimensional requirements.

- (1) The dimensional requirements applicable to developments within the CSC Zone District shall be established through the CSC Development Plan review process, and shall be subject to the limitations listed in Table 16-30-2, below.

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Table 16-30-2: Dimensional Requirements					
Dimension	Standard				Comments
	CDC Parcel	BCC Parcel	Lions Park Parcel	Merino Park Parcel	
Minimum Lot Area					
Maximum Building Height to Top of Parapet or Pitched Roof	2.5 stories; 38ft. [1]	4 stories; 45 ft. [2] [3] [4]	2 stories; 25 ft.	4 stories; 45 ft.	2.5 stories means a third story is allowed if it is set back as required in applicable table notes.
Front Yard Setback (along Two Rivers)	Min.	0 ft.	0 ft.	0 ft.	Overhangs and other building features may encroach into the public-right of way if approved through the CSC development plan review process and a Town encroachment license is obtained
	Max.	10 ft.[6]	10 ft. [5] [6]	10 ft.[6]	
Front Yard Setback (along Midland Avenue and Midland Spur)	Min.	N/A	0 ft.	0 ft.	
	Max.	N/A	N/A	10 ft.[6]	
Min. Side Yard Setback	Per Building and Fire Code				
Min. Rear Yard Setback	Per Building and Fire Code				
Min. Setback from Rivers and other Environmentally Sensitive Areas	See Article XXI				
Min. Landscaped Open Space	10%			N/A	Open space credit may be given for pedestrian improvements per Section 16-30(e)(5)(b)
<p>[1] A 2.5 story building is allowed if the third story is set back at least 10 ft. from the lower façade facing Two Rivers Road street frontage, from Riverfront Park, and from the park on the east portion of the CDC parcel.</p> <p>[2] Any portion of the building containing a grocery store may have a maximum height of 49 ft.</p>					

Table 16-30-2: Dimensional Requirements					
Dimension	Standard				Comments
	CDC Parcel	BCC Parcel	Lions Park Parcel	Merino Park Parcel	
					<p>[3] Each building shall not exceed 2.5 stories or 38 ft. in height within 50 ft. of Two Rivers Road or Midland Avenue, or within 100 ft. of the Frying Pan River.</p> <p>[4] No new building shall exceed 2.5 stories or 38 feet in height until (a) at least 150 linear feet of the Two Rivers Road frontage is occupied by buildings meeting the minimum and maximum setbacks, or (b) the Town Council has approved a development plan showing that at least 150 linear feet of the Two Rivers Road frontage will be occupied by buildings meeting the minimum and maximum setbacks.</p> <p>[5] Maximum building setback shall not apply to the 150 ft. of the BCC parcel along the Two Rivers Road frontage closest to Midland Avenue, measured from the light pole existing on March 31, 2016 at the intersection of the Two Rivers Road and Midland Avenue.</p> <p>[6]. At least 80% of any street facing building must be built between the minimum and maximum front setbacks except for building located behind another street facing building or as provided in Note [5] above.</p>

- (2) Town Council can reduce or waive in its entirety the requirement for a full 10 foot third floor setback on the park sides of the CDC parcel after a recommendation of the Planning and Zoning confirming that at least one of the following findings has been made.
 - a. An equivalent setback is provided on the first floor to provide a porch or deck that lessens the visual massing of the building by park users;
 - b. Requiring the setback would require the first floor of the building to be so large that it would negatively impact views required by Section 16-30(e)(1)
 - c. There is sufficient fenestration in the building to reduce the visual mass of the building so that the full top floor setback is not necessary
 - d. The third floor setback is in an area not seen by park users because of vegetation, terrain change, intervening structures, or other factors
 - e. The second floor of the building is set back from the first floor façade at least 10 feet or more on those frontages where a third floor setback is required in the table above.

- (3) A land use application must demonstrate to the satisfaction of the Town Council that the height requested is compatible with or complements the adjacent uses and heights of adjacent structures. The Town Council can allow a building height to exceed the maximum height requirements by no more than 8 feet after a recommendation of the Planning and Zoning confirming that at least one of the following additional findings has been made.
 - a. Permitting the additional height allows for greater views or wider pedestrian-through connections to the river than otherwise would be achieved or the Applicant is willing to grant wider views to the river in exchange for the additional height;
 - b. The height is the minimum necessary to hide mechanical equipment that must be on the roof;
 - c. The additional height is necessary to allow underground parking. However no more than 4 feet of underground parking structure height above approved grade may be exempted from the maximum height limitations.

- d. The additional height will permit the addition of a feature improving the architectural interest of the building. However, no more than 6 feet of additional height to accommodate the feature may be approved.
- (4) The approved grade from which maximum height will be measured and first floor elevation(s) for the buildings within any CSC parcel will be proposed in the sketch plan application and established at Final Plan review based on each building's relationship to any adjacent street, sidewalk, public area or buildings, while factoring in other environmental considerations such as the water table.
- (e) Other Site Development Standards.¹
 - (1) Openings to the river.

The following openings shall be preserved for views to Roaring Fork River and for pedestrian passage by employees, occupants, or patrons of adjacent properties, and no new building shall be constructed in the areas designed as a view protection/pedestrian access zone.

- a. Required View/Pedestrian Opening 1: On the Lions Park parcel and CDC parcel, buildings shall be sited so as to preserve views and pedestrian access from the corner of Midland Avenue and the Midland Spur to the Roaring Fork River as shown on the following map.
- b. Required View Opening 2: On the CDC parcel, a view and pedestrian access from Two Rivers Road to the Roaring Fork River shall be provided along the western edge of the property, as shown on the following map.
- c. Additional View Opening: To the maximum extent practicable, at least one additional view from Two Rivers Road to the Roaring Fork River should be provided somewhere west of the intersection of Two Rivers Road and the Midland Spur. This view opening shall be located so that building frontages along Two Rivers Road comply with the building façade articulation standard in Section 16-30(f)(4) below.



- (2) Pedestrian through-connections. Development on the BCC parcel shall incorporate at least one pedestrian through-connection from the Midland Avenue frontage to the Frying Pan River

¹ Content of current CSC "Other Development Standards" have been significantly reorganized for logical flow and to better separate site and building design requirements.

frontage. The required pedestrian through-connection shall be located internal to the site (at least 50 feet from the Two Rivers Road frontage).

- (3) Vitality zone. Each CSC parcel except the Merino Park parcel shall include a designated vitality zone that shall be established by the Town in the sketch plan process. The permitted uses in the vitality zone are shown on Table 1 in Section 16-29 as Community Vitality Uses and the buildings are subject to the building design standards contained in Section 16-30(f) for buildings within the vitality zone. The Town Council will establish the vitality zone considering the following:
 - a. The pedestrian and connectivity goals of the area;
 - b. The nature of the desired streetscape;
 - c. Existing and proposed adjacent uses;
 - d. The then current Master Plan, including but not limited to the Our Town Master Plan amendments; and
 - e. The goals advocated by any non-profit applicant.
- (4) Parking. Development in the CSC Zone District shall provide parking as follows:
 - a. Minimum requirements
 1. Hotel/Condominium Hotel —1 space per hotel room, plus 2 for management and operations.
 2. Residential—1 space per bedroom to a maximum of 2 spaces per unit, where an efficiency unit is counted as 1 bedroom.
 3. All other uses—1 space per 400 square feet of floor area. With the exception of handicap spaces and car share spaces, parking spaces may not be reserved for individuals or private businesses.
 - b. Additional on-street parking constructed as part of the development will count for non-residential parking included in the calculation of parking spaces to be provided. The applicant shall be permitted to purchase non-residential parking spaces pursuant to the requirements of Section 16-94.
 - c. The Town Council may apply a reduction of the non-residential parking requirements following a recommendation of the Planning and Zoning Commission based on hours of operation, mixed-use, access to on-street parking, availability of local public transit, availability of parking spaces in a public parking lot or garage, expected use of WE-Cycle or other bicycle sharing programs, contribution to or participation in a car share program that serves the community, creation of a Transportation Demand Management (TDM) plan to reduce traffic volumes and parking demands below expected levels, or contribution to other desired public improvements, necessary infrastructure, or other basic Town service requirements. The Town Planner may require a recommendation from a parking consultant as outlined in Section 16-92 in order for the staff and Planning and Zoning Commission to make a recommendation and the Town Council to make a decision on the appropriate parking reduction for the development.
 - d. The visual impacts of off-street parking and loading areas shall be minimized. The design of parking and loading areas shall ensure that they support and do not detract from the Town's vitality goals for the CSC Zone District. This shall be accomplished by:
 1. Constructing structured parking primarily underground where such construction is feasible;
 2. Prohibiting surface parking between any building on the CDC, Lions Park, and Merino Park parcels and the right-of-ways of Two Rivers Road, Midland Avenue, or the Midland Spur;

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3. Locating parking and loading areas, or the access to such areas, along the rear facade or side of the building whenever feasible; or
 4. Wrapping the facades of any structured parking within other permitted uses that have a minimum depth of 18 feet or wrapping the facades with building material, grading or landscaping to break up the view of the parking and parking structure lighting from public open spaces and other activity areas. When this design option is employed the access to the structured parking shall be designed with the same attention to detail and materials as the primary façade and the access shall be integrated into the building's design and wrapping.
 5. Designating 1 or more loading zones on the site plan and regulations to govern loading.
- e. Except as described in subsections (a) through (d) above, parking areas and structures in the CSC Zone District shall comply with the requirements of Article V, Off-street Parking and Loading.
- (5) Open spaces.
- a. To the extent possible the areas between each building with a ground floor nonresidential primary use and the adjacent street shall be visible space that is useable by customers of on-site business uses or pedestrians. These areas, and the required open space areas on the site shall:
 1. Abut and be level with the public sidewalk;
 2. Be open to the sky (except for awnings, covered walkways, areas under a porch and covered outdoor seating);
 3. Be directly accessible to the public; and
 4. Be provided with appropriate ground cover treatment and landscaping.
 - b. Placement of street furniture and public art in required open space is encouraged, as long as a 5 foot minimum pedestrian walkway width is maintained. Items such as street furniture, educational and interpretive displays, small play features and public art that are attractive and appropriate for use by young children are encouraged. The Town may give credits towards minimum open space requirements for street furniture, fountains and similar improvements in a public right of way or other public spaces in the downtown.
 - c. At least 50 square feet of private usable open space shall be provided for each dwelling unit. Private open space may include balconies above ground and lawn areas and patios behind the building. Private open space areas shall not be located in front of or adjacent to any portion of a building's vitality zone. The Town may reduce or waive a private open space requirement if the Town determines that the private open space area would interfere with the intent of the CSC Zone District.
 - d. Building design and landscape features for the CSC development must take into consideration adjacent public park uses. CSC development shall complement but not detract from public park activities. Development outside of any designated vitality zone adjacent to a public park shall be designed to minimize the intrusion of the CSC development activities or impacts from private lands onto public parks and trails. Development within any designated vitality zone should be designed to optimize integrated public and private uses and activities.
- (6) Signage. The sign restrictions of the C-2 District will apply to non-residential uses unless modifications to those standards are approved through the CSC Development Plan Review process. However, nothing shall prevent the Town Council from adding conditions and restrictions on signage to protect adjacent properties and to further the goals of the adopted Town's Master Plan, including without limitation the Our Town Master Plan amendments.

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- (7) Lighting. The lighting requirements of Section 16-431 shall apply to development within the CSC Zone District unless modified through the Exemption process outlined in Section 16-438 of the Town Code, Article XX, Exterior Lighting.
 - (8) Utility and trash facilities. Utility boxes and trash/recycling facilities servicing the building shall be located outside of the public right-of-way, along the rear or side façade of the building. To the extent possible, these facilities shall be located to avoid or minimize any negative impacts on residential uses on the parcel and on adjacent parcels and to avoid interfering with pedestrian movement and experience. This requirement shall not be construed to prohibit the placement of street furniture, such as public trash containers, within the public right-of-way.
 - (9) Environmentally sensitive areas. Development within the CSC Zone District shall comply with Article XXI (rivers, wetlands and environmentally sensitive areas), provided that the environmentally sensitive area review shall be conducted simultaneously with the CSC Development Plan Review if the Town Planner makes a finding that the development is within the development line established by the River Master Plan.
 - (10) Community Priority Scoring System. Development within the CSC Zone District shall be exempt from the requirements of Article XXII.
 - (11) Land dedications. The land and improvements, or fees in lieu, required to be provided under the provisions of Section 17-15 (Parkland Dedication) shall be calculated at one-half (½) the requirement for any deed restricted community housing units; and the provisions of Section 17-16 (School Land Dedication) shall apply at the same discounted rate for deed restricted community housing units. The Town Council may exempt or further reduce such fees for free-market and community housing during the CSC Development Plan review process pursuant to Section 16-419. Any reduction or elimination of school impact fees will require approval by the school district.
 - (12) Development in the CSC Zone District shall meet or exceed the accessibility requirements of the Americans with Disabilities Act.
 - (13) Landscaping in the public right-of-way. Landscaping that is to be installed in the public right-of-way shall comply with the applicable provisions of the Public Works Manual.
 - (14) Curb Cuts. Development in the CSC Zone must satisfy the design criteria of the C-2 Zone District in Section 16-29(e)(4)c. regarding curb cuts.
 - (15) Street and Streetscape Improvements. All street and streetscape improvements shall comply with the Town of Basalt Complete Streets Design Manual.
 - (16) Community Housing. Development within the CSC Zone District shall comply with Article XIX (Housing Mitigation)
- (f) Building design. All buildings shall comply with the following requirements, if applicable:
- (1) Building Typologies and Guiding Principles. The typologies from the Our Town amendments to the Town of Basalt Master Plan that the Town determines are most applicable to the type of development proposed in the project, as well as other building design standards and guidelines contained in the Our Town Master Plan amendments. Those guiding principles include:
 - Building scale compatible with historic downtown;
 - Variety of western roof forms;
 - Street level interest; and
 - Contemporary reinterpretations.
 - (2) Buildings within the portion of the site designated as the vitality zone (as that term is defined in Section 16-29 of this Code) shall incorporate a store-front design at the street level, with windows suitable for retail goods display that are designed to attract pedestrian interest at the street level. The storefront windows along the façade of the vitality zone shall be transparent so

as to permit the activities within the building to be visible to pedestrians along the adjacent street. Commercial spaces at street level should have a ceiling height consistent with those within the historic downtown.

- (3) Any new buildings constructed at prominent corners shall contain both ground floor and upper floor elements that reflect timeless design and visually emphasize the importance of the corner through vertical elements, changes in materials or color, changes in articulation patterns, or entryways, or similar features.
 - (4) Building facades along streets shall be designed to reflect the general 20-30 ft. width of street facing building facades in older areas of downtown Basalt. Building facades wider than 30 ft. shall include vertical projections or insets from grade level to the eave of a pitched roof or the top of a flat roof or parapet at a linear spacing of no less than 20 feet and no greater than 30 ft. unless waived or modified by the Town Council after recommendation by the Planning and Zoning Commission. This standard shall not prohibit the extension of an awning across the vertical projection or inset.
 - (5) Building facades along pathways that connect buildings to public spaces, and along alleys or other frontages with pedestrian traffic shall contain projections from or insets into the wall plane, windows, doors, or changes in material to ensure that no section of building wall longer than 30 feet is of uniform materials, color, and appearance unless waived or modified by the Town Council after recommendation by the Planning and Zoning Commission.
 - (6) The ground floor of any new structure in the vitality zone shall be at grade with adjacent sidewalks or passageways, and there shall be no steps between the sidewalk and the primary building entry. However, in order to satisfy grade issues, steps may be included between the sidewalk and the street if the applicant demonstrates that providing steps is the best way to address grades on the site.
- (g) Zone District review procedures and submission requirements.
- (1) CSC Development Plan review procedures. No new development shall occur in the CSC Zone District without CSC Development Plan review and approval. CSC Development Plan review shall be conducted in 2 stages, these being Sketch Plan review and Final Plan review.
 - a. Sketch Plan review. Sketch Plan review is intended to provide the Town with a general overview of the project including a description of existing conditions, proposed mix of uses, height, floor area and parking, as well as its relationship to neighboring properties and consistency with the Town's Master Plan, the River Master Plan and applicable Code provisions. Sketch Plan review shall involve the following procedural steps:
 1. The initial step in Sketch Plan review shall be a determination of whether the proposed project is community serving and is eligible for rezoning to the CSC Zone District. This determination may be made administratively by the Town Planner or the Town Planner may refer this matter to the Planning Commission and Town Council. If the determination is referred, then the Planning Commission and Town Council consideration may occur at a jointly held public hearing. Any project that is determined to be community serving and eligible for rezoning to the CSC Zone District may then proceed through Sketch Plan review.
 2. With the exception of proposals for the Merino Park parcel, Sketch Plan review shall require a review by the Town's Parks, Open Space and Trails Committee. The Committee shall make recommendations on how the project satisfies Section 16-30 (e)(1)(2) and (5) along with the Committee's findings of the project's consistency with the parks, open space and trails sections of the Town's master plan and the project's impact on any other adopted park plans.
 - a Sketch plan review will then require review by the Planning Commission. The Commission is authorized to recommend approval, approval with conditions, or denial of the Sketch Plan application following a duly noticed public hearing. The Planning Commission review shall be followed by a review by the Town Council at a duly

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noticed public hearing. Following the closure of the public hearing, the Town Council may approve, approve with conditions, or deny the application.

- b. Final Plan review. Final Plan review is intended to provide the Town with a more detailed description of the proposed development program, to respond to issues raised in the sketch plan review and to present additional information required in the Sketch Plan review. With the exception of proposals for the Merino Park Parcel, the initial step in the Final Plan review will be a review by the Parks, Open Space and Trails Committee. The Committee shall make recommendations on how the project satisfies Section 16-30 (e)(1)(2) and (5) along with the Committee's findings of the project's consistency with the parks, open space and trails sections of the Town's master plan and the project's impact on any other adopted park plans. Final Plan review shall require a review by the Planning Commission. The Commission is authorized to recommend approval, approval with conditions, or denial of the Final Plan application following a duly noticed public hearing. The Planning Commission review shall be followed by a review by the Town Council at a duly noticed public hearing. Following the closure of the public hearing, the Town Council may approve, approve with conditions, or deny the application. The Town Planner may schedule a joint meeting of the Planning Commission and Town Council prior to the initial Final Plan review by the Commission.
 - c. Community Serving Subdivision. A property which is zoned CSC is eligible to be subdivided as a Community Serving Subdivision pursuant to the provisions of Section 17-84.5 of this Code provided no more than four initial lots are created by the Owner. The Community Serving Subdivision shall be processed concurrently with the CSC Development Plan. However, nothing herein requires the qualifying non-profit organization to use the Community Serving Subdivision process if the owner would rather utilize another eligible subdivision process in the Code at the time of the subdivision.
- (2) Sketch Plan submission contents. The application for the Sketch Plan stage of CSC Development Plan review shall include the following:
- a. Completion of standard application forms and authorization from the owner for the filing and processing of the application and fees.
 - b. Description of existing conditions.
 - c. A legal description of the property, an ALTA survey and a copy of any easement or recorded document referenced on the ALTA survey.
 - d. A list with addresses of all property owners within 300 feet of the property.
 - e. A description of the development program including: major objectives of the development; proposed mix of uses with approximate square footages of each use and number of any free-market and community housing units and allowed locations; parking capacity, location and types; access locations and vehicle and pedestrian circulation; proposed phasing and timing; and plan for satisfying the goals of the development plan. Numbers can be provided in a range.
 - f. Schematic development plan (at a scale of at least 1 inch per 100 feet) showing horizontal relationships of the proposed development with property boundary, setbacks and proposed uses.
 - g. Information and drawings providing a schematic level description and illustration of the height, scale and mass of proposed structures from important perspectives, as well as proposed open spaces narrative and graphic descriptions of the character and style of architecture by the end of Sketch Plan review.
 - h. Narrative addressing relationship of the project to neighboring properties and consistency with the Town's Master Plan, the River Master Plan; Streetscape Plan and any other long range planning documents as deemed appropriate by the Town.

- i. Narrative description of how utilities are to be provided to and through the site by a licensed professional engineer along with an assessment as to the feasibility of the applicant's proposal. Describe whether any existing utilities or easements will need to be relocated or vacated, and generally the plan for accomplishing this. The engineer's assessment at a minimum must address potable water, sanitary sewer, drainage and storm sewer, electrical power, natural gas power, and flood protection where applicable. Describe whether the power lines will be below ground or overhead. The applicant may include maps depicting the alignment of utilities but it is not required at Sketch Plan. The engineer's assessment shall outline any known engineering and utility issues and generally describe how they will be addressed in the final site plan review.
 - j. Proof of ability to apply the CSC Zone District.
 - k. General statements describing how the elements of the development will satisfy the criteria required for the CSC Zone and explanation for any reductions in requirements allowed through the site plan process.
 - l. Statements addressing how the development intends to satisfy requirements that apply to the development found in other sections of the Code applicable to the type of development being proposed, including but not limited to: any annexation requirements; school and parkland dedication; floodplain development permit and regulations, and community housing, including any need for relocation housing.
 - m. Description of how the development addresses the Town's goals toward sustainable building, energy efficiency and waste reduction.
 - n. A study of the shading or shadow impacts that the proposed buildings may cause on public or private rights-of-way or other public spaces within or surrounding the project.
 - o. Additional information. Any additional information reasonably required by the Town to review the application and to verify compliance with the provisions of this Code.
- (3) Final Plan submission contents. The application for the Final Plan stage of CSC Development Plan review shall include the following
- a. Same as above along with such additional or refined information and analysis as may be required by the Town Council in order to address issues raised in the Sketch Plan review or to verify compliance with the provisions of this Code.
 - b. Off street parking and loading areas, including the location, type and capacity of proposed parking areas, and written justification for any proposed reductions or fee-in-lieu of parking proposals
 - c. The location of all ways for ingress and egress to all buildings and parking areas.
 - d. Service and loading areas and refuse and recycling collection areas.
 - e. Site/building program.
 - f. Development plan which meets the requirements of Section 16-66(3)b. Following Final Plan approval the applicant shall record a development plan containing the elements of the Town Council's approval.
 - g. Reserved.
 - h. Proposed schedule and phasing.
 - i. Identification of potential construction and maintenance easements needed for zero-lot line development and plan for obtaining such easements.
 - j. Draft Master Development Agreement which generally describes the public improvements to be constructed in connection with the project, the timing of such construction, the parties responsible for completion of the public improvements and the financial security to be provided.

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- (4) Building, engineering and site design review. Building, engineering and site design review is intended to provide the Town with the final architectural, engineering, landscaping and other technical documents that are a precursor to the actual construction of the project. Following approval of the final CSC Development Plan and any other associated land use actions and prior to issuance of a building permit for each lot or development site, the then-owner of a lot or development site shall comply with the following submission requirements and review procedures:
- a. The owner shall prepare and submit architectural drawings, elevations and perspective drawings of all proposed structures and improvements intended to show the relationship of the proposed structures to the surroundings. Such drawings shall depict proposed building materials, fenestration, mechanical equipment (and screening of such equipment) and similar architectural details but need not be the result of final architectural design.
 - b. The owner shall submit final engineering documents, including plans and specifications for streets, water, sewer and drainage and the engineers' cost estimates for all public improvements to be installed on the lot or building site within dedicated land areas, rights-of-way or easements.
 - c. Following construction, the owner shall provide as-built mapping and diagrams for utility installations in an electronic computerized format of a type approved by the Town Engineer or Public Works Director.
 - d. The owner shall describe the character and type of landscaping, lighting and signage to be provided. The landscaping shall be indicated in tabular form, showing the type of plant material, minimum size and quantity. The approximate location of landscaping shall be indicated on a site plan. The lighting description shall describe how the lighting complies with the final site plan approval and any exemptions that will be necessary pursuant to Section 16-438 of the Town Code, Article XX, Exterior Lighting. The signage plan shall provide detailed information sufficient to determine whether the location, size, number and character of the proposed signs comply with the requirements of the Town Code, Article VII, Signs.
 - e. The owner shall provide an anticipated time table for completion of development including the anticipated dates for completion of any phase.
 - f. The owner shall provide a title insurance policy indicating that the property is free and clear of all ownership disputes, liens or encumbrances which would impair the property to be utilized for the uses approved. The title policy shall provide verification that all owners and lien-holders have approved the final subdivision plat.
 - g. The owner shall demonstrate compliance with Article II, Chapter 17, Design Standards and Requirements for Subdivisions.
 - h. The owner shall demonstrate compliance with Article V, Chapter 17, Public Improvements Acceptance and Guarantees.
 1. The owner shall provide a Subdivision Improvement Agreement for public or quasi-public improvements to be constructed by the owner and other draft agreements and conveyances that apply to the development as whole or to community housing or other restrictions or requirements.
 2. The owner shall provide a Construction Management Plan and shall submit a request for the use of any of the Town's property for construction or construction management purposes.
 3. The owner shall demonstrate compliance with the Final CSC Development Plan approval applicable to the application and any other Town approval.
 - i. The owner shall submit the information necessary to satisfy the foregoing requirements for review by the Technical Review Committee. TRC review shall take into consideration the project's compliance with the approval documents applicable to the development, relevant

standards applicable to buildings, final subdivision plats and other Town code requirements for approval before building permit. The TRC may refer any portion of its review to the Planning Commission or Town Council for final action. In addition, in its final approval the Town Council may require that the Planning Commission or Council review specific items of the approval.

- (5) Amendments to a Sketch Plan or Final CSC Development Plan. Amendments to a Sketch Plan approval or Final Plan shall be processed as follows:
- a. Sketch Plan approval. After Sketch Plan approval an applicant may make insubstantial amendments to the approved sketch plan before submitting a Final CSC Development Plan for review. Substantial amendments shall be processed under the same procedures as used for the original adoption. "Substantial" shall have the same meaning as in Section 16-65(d)(2). The initial determination of whether an amendment is insubstantial or substantial shall be made by the Town Planner.
 - b. Final CSC Development Plan approval. After Final Development Plan approval, the TRC may review and approve of minor amendments to the approval documents necessary to effectuate the intent of the Final Plan Approval. The applicant shall have the ability to appeal a TRC decision on a minor amendment to the Town Council at a public meeting in which 15 days written notice of the public meeting has been provided to the appellants.
 - c. Substantial amendments and amendments which the Town Planner determines are not minor amendments but are consistent with the Sketch Plan approval shall processed pursuant to the Final Plan submission and review procedures. Substantial amendments and any amendments which the Town Planner determines are not minor amendments and are not consistent with the Sketch Plan approval shall be processed pursuant to the Sketch Plan and Final Plan submission and review procedures.
-

EXHIBIT B

PROPOSED AMENDED CSC ZONE DISTRICT

Sec 16-4 Definitions – *the following definitions are added to the Town Code except for the definition of condominium hotel, which is revised by deleting the current definition and replacing it with the definition for condominium hotel as shown below.*

Brewpub/Distillery -- A facility licensed as a brewpub or distillery by the state that annually manufactures and sells in the facility not more than 5,000 barrels of beer, or not more than 25,000 gallons of distilled spirits, only for consumption on the premises.

Community Center – A facility available for public activities, including but not limited to events, performances, entertainment, celebrations, meeting rooms, public classrooms and indoor gardens. The space is intended to be available for use by the public. However, the space may be rented by one or more parties at any time.

Condominium Hotel (or condotel or condo-hotel) -- A hotel or motel operated under a condominium form of ownership. A condominium hotel must satisfy the following requirements:

- a. Be advertised and marked with signage as a hotel or motel and be subject to the complete control and management of a single hotel or motel operator for operation as a hotel or motel.
- b. Be created, sold and maintained under documentation, including condominium declaration, bylaws, sales brochures and pre-construction agreements, in form and content approved by the Town Attorney that adequately discloses and ensures that the facility will in all respects be permanently and exclusively operated as a hotel or motel and will not be occupied as a dwelling.
- c. Except for dwelling units to be used by a manager or employees or any deed-restricted affordable housing, condominium hotels shall contain only individual sleeping units that are sold as a condominium hotel unit and are permanently dedicated to rental to the public for transient occupancy. Individual sleeping units may contain small kitchen facilities.
- d. Be managed to ensure that:
 - (i) At least fifty (50) percent of the units are available for rental to the general public at all times; and
 - (ii) That no unit owner may occupy their unit for more than sixty (60) days out of a calendar year; and
 - (iii) That no owner may occupy their unit more than twenty-nine (29) consecutive days; and
 - (iv) That no owner may store an automobile on site when they are not occupying a unit.
- e. Contain and maintain standardized furniture, furnishings and decor in all individual sleeping units.

If a proposed development does not meet requirements a through e above, the Town Council may determine that a proposed development nevertheless qualifies as a Condominium Hotel if it finds that the proposed development, together with any related covenants, conditions, restrictions, or agreements between the developer and the Town, will ensure that at least the same number or a greater number of the condominium hotel units will be occupied for the same or a greater number of days each year as a Condominium Hotel that meets all of the requirements in subsections a through e above.

PROPOSED AMENDED CSC ZONE DISTRICT – 6th Draft

Entertainment -- A facility providing entertainment or recreation activities, including but not limited to theaters, bowling alleys, nightclubs, game centers, gymnasiums, health clubs, and climbing wall centers or rooms that can be rented for parties or events, where all activities take place within enclosed structures. This use does not include a conference center, adult arcade, adult bookstore, adult video store, adult novelty store, adult cabaret, adult entertainment establishment, sexually oriented business, adult motel, adult motion picture theater, or adult theater.

Makerspace/Craft Industry – a facility that contains one or more artists or craft industries. A makerspace is a community center that includes manufacturing equipment, community and education for the purposes of enabling individuals to design, prototype and create manufactured works. A craft industry encompasses goods that are handmade by artisans or those skilled in a particular trade, including but not limited to art galleries, handmade textiles, food, beverages, and culinary products. Products made on site may also be sold on site. No such individual facility shall be larger than 6,500 total square feet.

Small Business Incubator -- A facility operated to encourage and support the growth and success of entrepreneurial companies by providing a variety business support resources and services, including but not limited to physical space, coaching and mentoring services, access to financing, networking connections, shared supply purchasing, or shared data systems and resources.

Memorandum

To: Chair and Planning and Zoning Commission
From: Susan Philp AICP, Planning Director
Date: July 5, 2016
Re: Public Hearing: Zoning for Our Town Planning Parcels – Amended CSC Zone District and other changes to the Zoning Code

I. Purpose

The purpose of this agenda item is for the P&Z to hold the public hearing and receive public comments before the P&Z makes its recommendation to the Town Council on the zoning changes.

II. Background of Our Town Planning Process

The Council has taken several actions on the Our Town Planning Area starting in February of 2014 when the Council began the Our Town Planning process after the successful voter approval of the bond allowing for the removal of the mobile homes and the construction of the river and park improvements. The P&Z was charged with adopting an amendment to the master plan and to prepare zoning for the Our Town Planning properties. The Town Council has taken several actions directing the P&Z to move forward with zoning for the Our Town Planning Area, which have been summarized in prior P&Z memorandums and most recently in the packet materials for the Council's June 14th Worksession.

In 2015 and early 2016 the P&Z evaluated various alternative ways of zoning the four parcels in the Our Town Planning area with Don Elliott from Clarion Associates. Ultimately the P&Z recommended using the Community Serving Commercial (CSC) Zone District as the best tool for achieving the desired goals of the *Our Town Subarea Plan: An Amendment to the 2007 Town of Basalt Master Plan* ("Our Town Planning Master Plan Amendment"). The P&Z has continued to hold worksessions to refine the proposed revisions to the zoning code.

Town Staff had a model prepared by Vision Design Inc. to show options for development for the Our Town Planning parcels. The model was helpful to the Council, P&Z and the public in understanding the massing that could be built under the regulations and by the citizen's petition. The P&Z subsequently made some changes to

the proposed regulations (for example further limitations on the 3rd story adjacent to the River Park).

On June 14th the Council had a Worksession discussion with P&Z members and provided input on the zoning changes. (See Section V.) Subsequently on June 21st, the P&Z had a site visit and Worksession and made additional changes to the Amended CSC Zone District. (See Section VI.)

III. Key Ideas of the Amended CSC Zone District

There are some key ideas behind the P&Z's Amended CSC Zone District.

First, it was established to further the goals, typologies and vision statements and future land use map included in the Our Town Planning Master Plan Amendment which was adopted by the P&Z and Town Council in late 2015 based on a report created by the Downtown Area Advisory Committee (DAAC).

Second, by requiring anchor uses on these parcels the Town will see the vitality and uses it desires in the downtown area.

Third, the Town currently does not plan on rezoning property it does not own to CSC. Nothing restricts an owner from applying for a different zone district, a PUD, an amendment to this District or creating another District.

Fourth, the Amended CSC Zone District is aimed at giving direction to owners, developers, and citizens about what the Town would like to see in the Our Town Area and what would be successful in the development review process. It encourages an owner to apply for this District by having a 2-step land use process and by allowing more density than permitted for other areas of the downtown.

Fifth, the District allows for a wide variety of uses. For-profit uses are permitted as well as non-for-profit uses.

Sixth, the Amended CSC Zone District does not include a specific floor area limitation. It contains volumetric limitations and other restrictions to arrive at the level of development that could be permitted.

IV. Highlights of the P&Z's Amended (CSC) Zone District

Highlights of the P&Z's Amended Community Serving Commercial (CSC) Zone District are provided below:

1. The CSC Zone District is proposed to be modified to apply to all 4 OTP parcels: CDC, Lions Park, Merino Park and Basalt Center Circle (BCC).

The original district was prepared by the CDC for the CDC parcel although it could be used by other "Public non-profit Entity, Community Development Corporations."

2. The definition of what is considered to be Community Serving is proposed for modification. The P&Z determined that Community Serving meant that each of the properties would include an **"anchor use"**. An anchor use is a use or activity that the Town desires which was supported by the OTP Master Plan Amendment.
3. Anchor uses for each of the 4 parcels were identified by the P&Z. Anchor uses include such uses as a grocery store, hotel, brewpub/distillery, and also include a community center (to address the uses desired by the Petition Committee on the CDC parcel).
4. **Secondary uses** are identified for each of the parcels. Secondary uses are other uses which could occur once the anchor use was guaranteed for the parcel.
5. Buildings adjacent to Two Rivers Road may only be **2 ½ Stores**. 2 ½ stories means the third floor is pulled back from the front building façade by at least 10 feet.
6. **4 stories are allowed on the BCC** parcel but only in the interior of the parcel, away from the Fryingpan River, and after buildings are confirmed along Two Rivers Road.
7. Buildings adjacent to the Basalt River Park may also be only 2 ½ stories although the Council may grant relief based on findings.
8. **View openings as shown on the OTP Master Plan Amendment must be protected.**
9. Pedestrian through connections to the rivers as defined in the code language must be preserved.
10. **Definitions** are added (for example, what is a "Community Center"?) or amended (for example **"condominium hotel"**).

V. Council Discussion following P&Z's June 14th Discussion

Staff's take aways from the Council's input following P&Z's June 14th Discussion are provided below.

*
Council
Reaction

Building and Park Line

- A. Council had general agreement on building line and area shown as a park. Council members recognized that the polygon area potentially could be part of the private development if that development included the vitality ideas advocated by POST's River Park Plan.

Building Heights

- B. Councilor's expressed some concern with the allowed heights, particularly for the 2 ½ story building bordering Two Rivers Road and the river park area. Concern expressed by Councilors included that buildings, if constructed to the maximum height, could potentially be out of character with downtown and adjacent development and that the 38 feet height could actually be fully 8 feet higher or 46 feet with the parapet and underground parking allowances.

Staff added language in the 5th Draft of the Amended CSC Zone District presented at the P&Z's June 21st meeting to clarify that the Council could approve lower heights than the maximum and that allowances to exceed permitted heights could only be made after certain findings.

Uses

- C. Individual Councilors expressed concern with hotels and condominium hotels being allowed on the CDC Property while other Councilors supported hotels and different methods of financing them.

Staff made minor modifications to the condominium hotel definition in the 5th Draft.

- D. Councilors, recognizing the importance of day care, seemed satisfied that day care uses were permitted as a secondary uses.

Process and Summary

- E. Council seemed supportive of the overall direction of the Amended CSC District at this stage of the review and agreed that the P&Z could hold public hearings and continue the adoption process.

VI. Additional P&Z Changes from June 21st meeting.

The P&Z had a site visit before its June 21st meeting on the BCC property for the purpose of checking in on some of the dimensional requirements included in the current draft. Later in the regular meeting the P&Z suggested additional changes to the 5th Draft of the Amended CSC Zone District as presented for that meeting. These changes included:

- Increasing the area where 4 stories on the BCC parcel can be located by reducing the buffer which restricts 4 stories from the Frying Pan River from 150 to 100 feet.
- Allowing 2 ½ stories and 38 feet in height (in place of 2 stories and 35 feet of height) in the center of the BCC property unless buildings are to be built adjacent to Two Rivers Road.

- Stating that providing wider pedestrian walkways could be a reason for allowing a higher building.
- Revisions to clarify POST's role in the review process.
- Establishing the location of where height is to be measured from and the first floor elevation in relation to adjacent streets and what is around the building must be part of the development approval process.

VII. P&Z Discussion and Recommendation for the Meeting

At this meeting, Planning Staff and Don Elliott, Clarion Associates, will give a presentation and the P&Z will take comments from the public. The P&Z will then discuss the Amended CSC District and other changes being proposed to the Zoning Code. Depending on public comment and the P&Z's discussion, the P&Z may either continue the public hearing or make a motion and forward the code amendments on for Council consideration.

Attachments

6th Draft of amended Zoning Regulations - Note: not attached
as 6th Draft is incorporated into the
Draft Ordinance

July 5, 2016 P&Z Minutes

D

TOWN OF BASALT
PLANNING AND ZONING COMMISSION
PUBLIC HEARING and WORK SESSION
JULY 5, 2016

SITE VISIT

At 5:15 p.m. members of the Planning and Zoning Commission met with Town Staff at 309 Sopris Drive for a site visit.

APPOINT TEMPORARY CHAIR

Town Planner, Susan Philp, noted that the Chair had not yet arrived but the meeting needed to get underway. She suggested that the Commissioners appoint a temporary Chair to serve in that position until Dylan Johns arrived.

M/S GARY WHEELER AND PATRICK MCALLISTER TO APPOINT ERIC VOZICK AS TEMPORARY CHAIR. THE MOTION CARRIED BY A VOTE OF 5-0.

CALL TO ORDER

At 5:37 p.m. the Planning and Zoning Commission was called to order. Commissioners answering roll call were Gary Wheeler, Gino Rossetti, Patrick McAllister, Eric Vozick and Alternate, Tracy Bennett. Staff present was Basalt Town Planner, Susan Philp; Assistant Planning Director, James Lindt; and Recorder, Denise Tomaskovic.

APPROVAL

Minutes of June 21, 2016

M/S WHEELER AND BENNETT TO APPROVE THE MINUTES OF JUNE 21, 2016 AS READ. THE MOTION CARRIED BY A VOTE OF 5-0.

CONTINUATION

Consent Agenda - Continue Public Hearing to August 2, 2016 on the Application submitted by "The Arts Campus at Willits" (TACAW) for Sketch Site Plan Review for the proposed Arts Campus at Willits. The proposal sets the site plan limitations at the sketch plan level for construction of the Arts Campus at Willits in two (2) phases.

M/S ROSSETTI AND MCALLISTER TO CONTINUE THIS ITEM TO AUGUST 2, 2016. THE MOTION CARRIED BY A VOTE OF 5-0.

At this time Dylan Johns arrived and assumed his role as Chair.

AGENDA ITEMS

Public Hearing on Code Amendments for the purpose of considering amendments to the Basalt Municipal Code to implement the Our Town Subarea Plan: an Amendment to the 2007 Town of Basalt Master Plan. Includes but is not limited to: Amended Community Serving Commercial (CSC) Zone District; new definitions and amended definitions.

Philp stated that zoning consultant, Don Elliott, was on the conference telephone for this agenda item. She reviewed the history of this code amendment and then, referring to a Staff Memo dated July 5, 2016 explained the changes that have been made to the draft language since the previous discussion.

Philp asked Elliott if he had any additional comments. He said that this zone district offers property owners a variety of redevelopment options while providing convergence of the community's goals for downtown Basalt. The main challenge has been to establish zoning regulations that still allow flexibility in both use and design. He thought this zoning language had turned out well and was interested to hear what the public had to say.

Commissioner Rossetti asked for clarification regarding the Town Council's concerns about building heights. Philp responded that her understanding of the comments made by the Council at the June 14th meeting were about the proposed 2.5 story allowable height limits on the CDC parcel only, not the other parcels included in the Our Town Planning Area.

Public Hearing

The public hearing was opened at 5:57 p.m.

Chris Sczelina, owner of the Aspenalt Hotel, said that he felt an arbitrary number had been chosen to establish the setback from the Fryingpan River. His property is one of three along the Fryingpan River. The 100' setback lands in the commonly held portion of the Basalt Center Circle (BCC) parcel and doesn't include his hotel, essentially preventing him from any further development above two stories. He wondered why that setback had to be established and why a project couldn't be judged on its own merits rather than running the risk of not even being considered unless it's this many feet back from the river, regardless of its worthiness and necessity. Chair Johns said that questions will be addressed after all the public comments are made.

Tim Belinski, Independence Ventures, expressed his appreciation for all the work done by the Commissioners and Staff in getting to this point, with an end product that's supportable, noting that this is the sixth draft of the CSC Zone District language. Referring specifically to the BCC parcel and its complex ownership issues, he asked the Commissioners to reconsider the area 150 feet from the light pole, currently held in common ownership (along Two Rivers Road), that establishes where the first building would be located. However, nobody owns that part of the parcel and that begs the question of who would want to develop anything that's located on commonly-held property. That's his major concern and he would like this issue addressed, if not now, then at a later level of review.

Cathy Click thanked the Commissioners for including the citizen's petition group in this process and for all their work on a zone district that is entirely optional. She reiterated that the citizen's petition group's proposal doesn't include a hotel or condotel on the CDC parcel and that is still their preference.

Patrice Becker stated that she would rather see building height limits start at a lower elevation because developers are most likely going to ask for higher limits anyway. She also expressed concern about the notification of this meeting being limited to the Town's website and maybe the in the newspaper – she wasn't sure which media had been used. Perhaps the meetings should be noticed more.

Seeing as there were no further public comments, the public hearing was closed at 6:03 p.m.

Discussion

Referring to a PowerPoint presentation, Philp addressed the questions/comments made by those who spoke up during this public hearing. She noted that there is already a requisite 50' river setback in the Town Code. She reviewed the setback requirements included in these zone district amendments.

Don Elliott noted that it's very unusual to try to align proposed building height limits to existing property lines. Regarding the setback from the Fryingpan River, he said that the purpose of zoning is to set

numbers which are based on planning principles and they aren't arbitrary. He didn't know whether this proposed 100 foot setback was the right number but whatever that number ends up being, a number does need to be stated.

Commissioner Comments

Commissioner Rossetti said that there has been a lot of discussion about how the public will access the Roaring Fork River through the CDC parcel but the same amount of attention hasn't been given to public access to the Fryingpan River on the BCC parcel. He would be more comfortable knowing that there are mechanisms that can be used to provide that public access, perhaps via a land swap or some other type of transaction.

Philp pointed out in the draft language where the CSC Zone District includes a pedestrian link on the BCC parcel between Midland Avenue and the Fryingpan River frontage, said connection being set back from Two Rivers Road by a distance of 50 feet. Also, the DAAC Plan shows an area along the Frying Pan River as future open space.

Commissioner Wheeler asked if the current language would suffice in a development review process. In reply, Chair Johns said that the current language is "should" but perhaps it needs to say "shall." Philp asked the Commissioners if they would like to add language ensuring another access point on the Frying Pan River. Johns said that the purpose of this entire endeavor is to celebrate our rivers.

Commissioner Rossetti was of the opinion that a redeveloped BCC parcel would be a retail success and providing access and open space along the Frying Pan River would be an added attraction for everyone. He didn't know what mechanism would be the most appropriate to use to make this happen, but he would like to have a way for the Town to obtain even a small park along the river in exchange for some development concessions to a future developer/property owner.

Commissioner Vozick pointed out that item 5b includes verbiage saying that the Town may give credit to a developer for providing open space and/or other community amenities in public downtown space.

Commissioner McAllister pointed out that, first of all, the public right of way needs to be established. Philp then offered some alternative language suggestion on how to phrase this.

Commissioner McAllister said that having a master plan for this parcel that shows trails and other public amenities along the river could be helpful for the Town and developers. He wasn't comfortable relying on a zoning document to accomplish this. Philp said that the master plan map does show part of the area along the [Frying Pan] river as open space.

Philp asked Elliott for his opinion on this issue. She explained that even though the adopted DAAC Plan map depicts the area as containing open space, there seems to be some question about mandating that to happen in the zoning. Elliott replied that the proposed zone district language acknowledges and requires a variety of open space types, adding that even though a plan indicates an area of open space, it's difficult to always mandate a certain amount that must be open to the public, due to Federal court cases. The current proposed language covers this issue to the extent possible.

Chair Johns questioned whether or not the language was clear enough in stating that open space is a requirement versus a suggestion. Elliott replied that the P&Z and BTC will have ample opportunity to examine any redevelopment proposals during the review process. The documents that will be referred to in that process, both the plan and the proposed zoning language, include requirements for pedestrian access and open space. Johns said he felt reassured by the fact that there will be many levels of

review before development is finally approved. He thinks that the building heights and setbacks are necessary because we don't want to create canyons around the streets and rivers.

Commissioner McAllister said he's ready to move this item along to the Town Council for review.

Chair Johns acknowledged that the Commissioners aren't able to foresee every eventuality for this zone district and he anticipated that the Town Council would probably make some changes.

M/S VOZICK AND ROSSETTI TO APPROVE THE CSC ZONE DISTRICT LANGUAGE AS WRITTEN AND REFER THE AMENDMENT TO THE TOWN COUNCIL FOR REVIEW. THE MOTION CARRIED BY A VOTE OF 6-0.

At this time the conference call with Don Elliott was ended.

Public Hearing on Roaring Fork Conservancy River Center and Old Pond Park Application - for the purpose of considering a land use Application submitted by the Roaring Fork Conservancy (Conservancy) and the Town of Basalt for the construction of the Conservancy's River Center and improvements to Old Pond Park and Two Rivers Road. The Application is for a Site Plan Review Approval and Environmentally Sensitive Area (ESA) Environmental and Floodplain Review in Reach II of the Roaring Fork River and includes several amendments to various Town approvals for the River Center and Old Pond Park and related infrastructure.

Philp noted that some members of the Roaring Fork Conservancy staff and board were present. Referring to a Staff Memo dated July 5, 2016 she briefly reviewed the history of this application, adding that the Town is very interested in seeing that the River Center gets built. The Town entered into a predevelopment agreement with the Conservancy to buy back the property it had previously sold to the Conservancy, thus freeing up funds for the structure to be built and allowing RFC to lease that land.

Philp explained that the Town and the Conservancy are co-applicants on this project with the Conservancy obligated to build the River Center and the parking while the Town is responsible for making the Old Pond Park and the Two Rivers Road ROW improvements. Philp referred to a posted site plan while making her explanatory remarks, adding that it's also included in the packet materials.

Philp said that the RFC application is consistent with both the Town Master Plan and the Two Rivers Road Greenway Master Plan. She explained the revisions to the parking plan that have been made since the original approvals. A wetland garden is planned but until it's built that area will be grass. The accessible fishing pier on the pond will be a major improvement. The zoning for this parcel is Public (P) and parking in publicly zoned areas usually includes a reduction in parking and what is shown on this plan is similar to what was used for RMI and the library. Staff has calculated 13 parking spaces for this first phase and if/when the second phase is built additional parking will be considered.

Philp noted that Police Chief Greg Knott submitted referral comments and a drawing asking for more parking spaces but the Town's traffic engineers determined that the area is very tight due to the flood plain and the adjacent wetlands so trying to fit in more parking spots is not feasible.

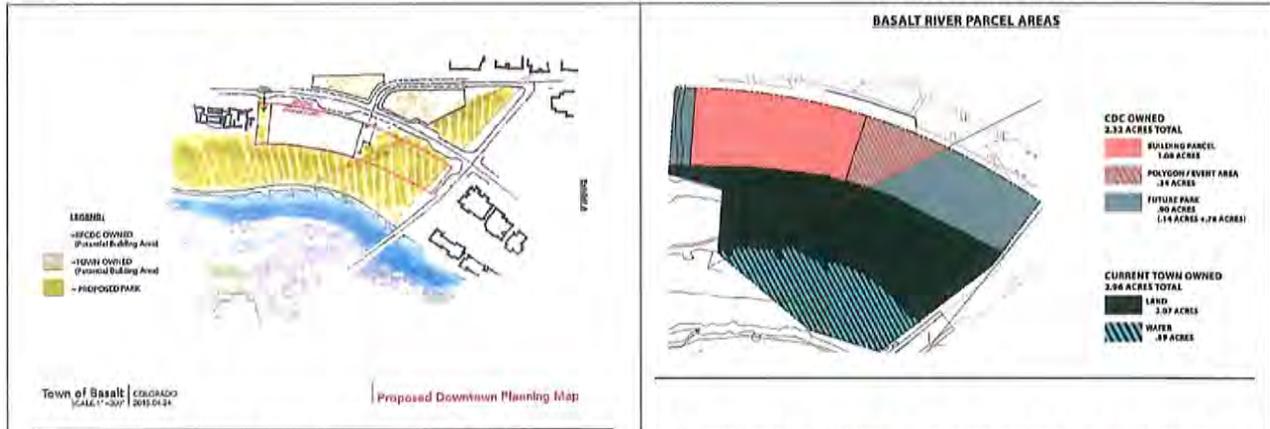
Rick Lofaro, Executive Director of the Roaring Fork Conservancy, introduced Don Schuster from the Conservancy's Board, Rob Morey who is the project manager and owner's rep, and Matt Armentrout, architect. Lofaro noted that the River Center's size has been reduced in order to create more outdoor area to provide interaction opportunities and outdoor classroom activities.

Our Town Planning – This is where we are

Prior Direction from Town Council

1. How much of the Pan and Fork Property is Park and how much is left for Building Development?

Building Line and Park



1A. Source: Council voted that Proposed Downtown Planning Map is a potential building and park plan [1]* on April 28, 2015.

1B. Source: Council directed POST to continue preparing Park plans and construction documents and the Developer to prepare development plans for the areas shown on the map on November 24, 2015 [2]; February 9, 2016 [3]; and February 23, 2016 [4]

2. Direction to Owner and Developer - How much development on the "Building Parcel" should they submit an application for?

55,000 square feet of Building Space

Source: On February 23, 2016, The Council voted to encourage Lowe Enterprises (Developer), which has the option to purchase the property from the CDC (Owner), to prepare and submit a land use application that includes up to 55,000 total square feet of building space (not including parking) on the area shown as building the Exhibit shown as 1 B above. [4]

[#] * Refers to a Council resolution approved on that date. See Page 8 of this portion of the packet.

3. What does the adopted Master Plan show for the 4 Our Town Planning Parcels?

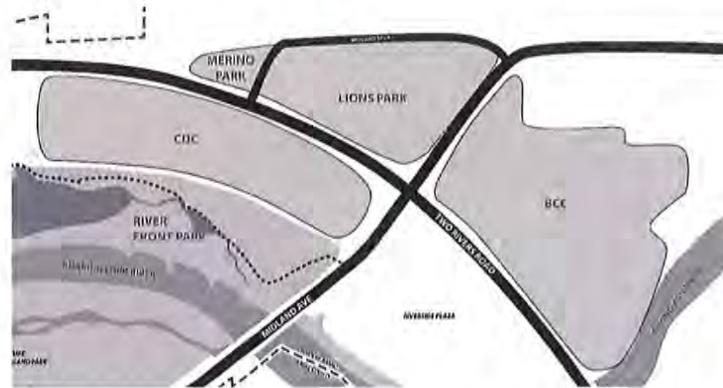
	<p>Major Components of OTP Master Plan Amendment</p> <ol style="list-style-type: none"> 1. Future Land Use Map shows DAAC Concept Map with Some Changes 3. Big “V” is expanded to reflect Council Building Line 4. Incorporates DAAC Report 5. New Land Use Typologies and Vision Boards 6. Eliminated the significant mixed-use development shown by the 2007 Master Plan on the “Big V” and area shown as Park on the Building and Park Plan
<p>Source: The P&Z adopted the OTP Master Plan Amendment on October 20, 2015 and the Council adopted it on November 24, 2015 [5]</p>	<p>Note: State Law and the Town’s Home Rule Charter govern the procedures for adoption and amendment of the Town’s Master Plan. Development has to be generally consistent with the Master Plan</p>

4. What zoning is being proposed for the Our Town Planning Properties?

Amended Community Serving Commercial District (CSC) Zone District

Source: Council accepted the P&Z recommendation to modify the Community Serving Commercial (CSC) Zone District for application to all four Our Town Planning (OTP) Parcels generally as described by the P&Z and presented in the packet materials for the February 9, 2016 Council meeting. [4]

5. What are the Highlights of the CSC Zone District?



Highlights of the P&Z's Amended Community Serving Commercial (CSC) Zone District are provided below

1. The CSC Zone District is proposed to be modified to apply to all 4 OTP parcels: CDC, Lions Park, Merino Park and Basalt Center Circle (BCC).

The original district was prepared by the CDC for the CDC parcel although it could be used by other "Public non-profit Entity, Community Development Corporations."

2. The definition of what is considered to be Community Serving is proposed for modification. The P&Z determined that Community Serving meant that each of the properties would include an "anchor use". An anchor use is a use or activity that the Town desires which was supported by the OTP Master Plan Amendment.
3. Anchor uses for each of the 4 parcels were identified by the P&Z. Anchor uses include such uses as a grocery store, hotel, brewpub/distillery, and also include a community center (to address the uses desired by the Petition Committee on the CDC parcel).
4. **Secondary uses** are identified for each of the parcels. Secondary uses are other uses which could occur once the anchor use was guaranteed for the parcel.
5. Buildings adjacent to Two Rivers Road may only be **2 ½ Stores**. 2 ½ stories means the third floor is pulled back from the front building façade by at least 10 feet.
6. **4 stories are allowed on the BCC** parcel but only in the interior of the parcel, away from the Frypan River, and after buildings are confirmed along Two Rivers Road.
7. Buildings adjacent to the Basalt River Park may also be only 2 ½ stories although the Council may grant relief based on findings.
8. **View openings as shown on the OTP Master Plan Amendment must be protected.**
9. Pedestrian through connections to the rivers as defined in the code language must be preserved.
10. **Definitions** are added (for example, what is a "Community Center"?) or amended (for example "condominium hotel").

Questions to Council

P&Z and POST:

1. Does the Council generally agree at this stage with proposed park boundaries and area shown for development as represented in the OTP Master Plan Amendment and by several votes of the Town Council. (See Question 1 on page 1.)

P&Z:

2. Does Council agree at this stage with the number of stories and height that are recommended for the 4 our Town planning parcels?
3. Does the Council agree at this stage with the uses that are recommended for the 4 Our Town Planning Parcels?
4. Given the direction heard on Items No. 1, 2 and 3 can the P&Z precede to public hearing with the P&Z has presented?
5. If the answer is no on No. 4 above, what is the Council direction to Staff and the P&Z?

POST:

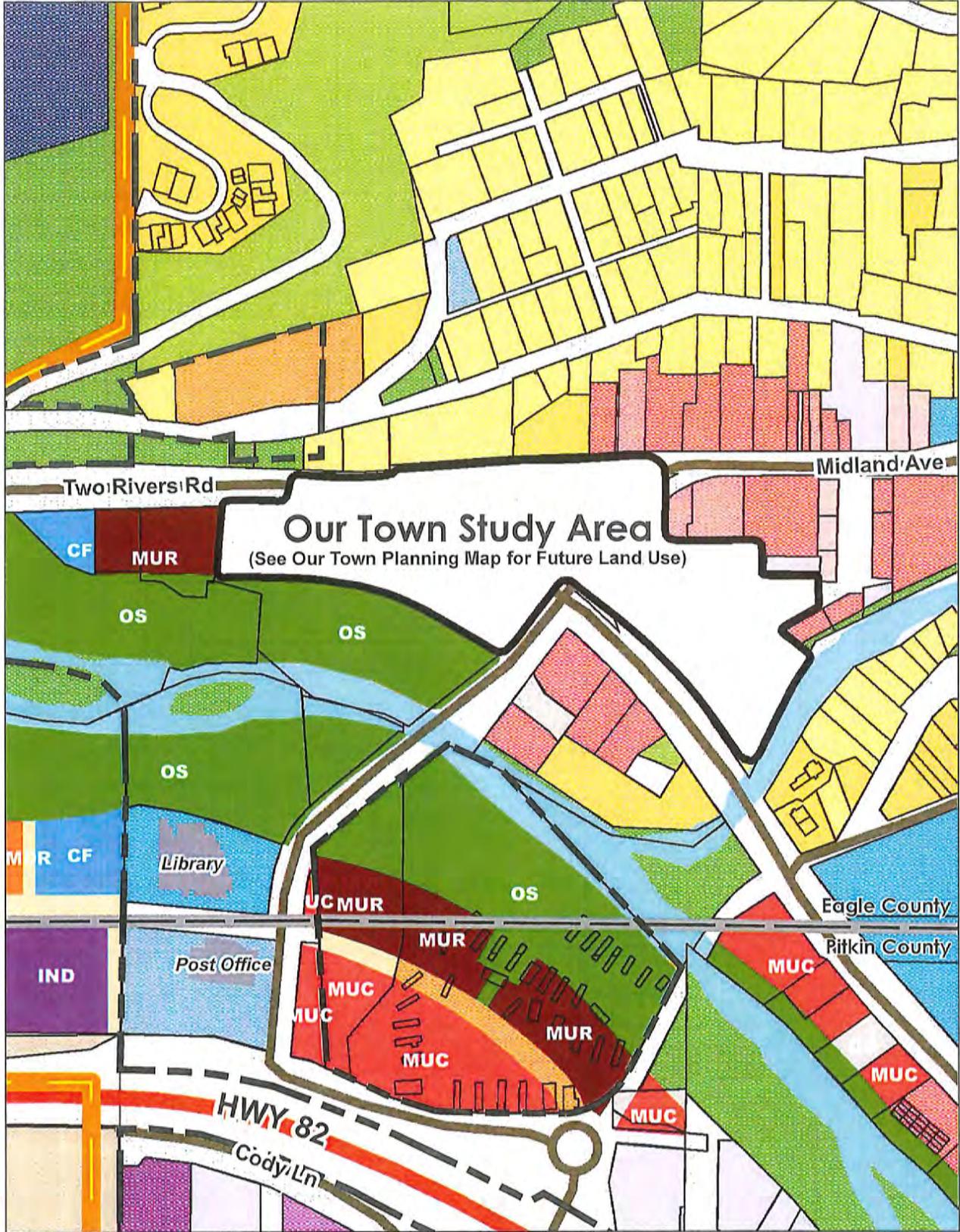
6. Is the Council supportive of the major elements that are currently identified in the POST planning efforts
7. Assume yes on No. 6 is the July 12th presentation deadline still appropriate?

OTP Resolutions Referred to in this Document

[1]	Resolution No. 19, Series of 2015 adopted on April 28, 2016 after the Council discussed various options for the Building and Park Line at a Breakfast Meeting on Friday, April 24 th .
[2]	Resolution No. 55, Series of 2015 adopted on November 24, 2015 provided additional direction to P&Z, POST, Staff and CDC
[3]	Resolution No. 04, Series of 2016 adopted on February 9, 2016 Responded to the Citizen Petition Reviewed by the Council at its January 26, 2016 Council Meeting Concerning Purchase of the CDC Property
[4]	Resolution No. 09, Series of 2016 adopted on February 23, 2016 Providing Direction to P&Z, LOWE, and the CDC
[5]	Resolution No. 54, Series of 2015 approved on November 24, 2015 Adopted the Our Town Subarea Plan: An Amendment to the 2007 Town of Basalt Master Plan (OTP Master Plan Amendment)

Other important OTP Resolutions

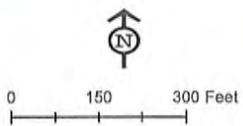
2014	Resolution No 05, Series of 2014 adopted on February 11, 2015 approved a framework and budget calendar for the Our Town Planning Process
	Resolution No. 32, Series of 2014 adopted on June 24, 2015 directed Staff to continue the Community Survey Work with the Our Town Planning Process
	Resolution No. 37, series of 2014 Directed Staff to develop and implement the necessary steps for the creation and adoption of an Urban Renewal Authority to Financially Aid in the Redevelopment of the Basalt Downtown District
	Resolution No. 54, Series of 2014 adopted on August 26, 2014 established DAAC It also directed Staff to continue the community survey work to obtain scientific responses to how the community would like the downtown developed.
2015	Resolution No. 03, Series of 2015 adopted on January 27, 2015 accepted the DAAC report and identified the next steps in the "Our Town Planning Process – Included Exhibit A which assigned tasks to P&Z, POST, Financial advisor and Staff
	Resolution No. 34, Series of 2015 adopted on July 28, 2015 made additional findings and directed additional activities for the OTP Planning effort
	Resolution No. 43, Series of 2015 adopted on August 25, 2015 as a reconsideration of an earlier tied voted, approved a Pre-development agreement with LOWE and the Roaring Fork CDC (unsigned)
	Resolution No. 49, Series of 2015 adopted on September 29, 2015 clarified the status of the Council's decision on development intensity for the potential building area identified in Resolution No. 19, Series of 2015



Mapping by Denise Tomaskovic & TGMalloy Consulting

Town Boundary	SERV Service	LDR Low Density Residential
Urban Growth Boundary	CF Community Facility	MDR Medium Density Residential
MUC Mixed Use Commercial	POS Private Open Space	HDR High Density Residential
IND Light Industrial	OS Public Open Space	MUR Mixed Use Residential

- Notes:
- 1) Bold colors and white labels indicate future land use and stippled colors show existing or committed land use (see Figure 5 and Table 2.7.1).
 - 2) See typologies and text for additional guidance on desired land uses.
 - 3) Affordable housing to be included throughout all land use categories.

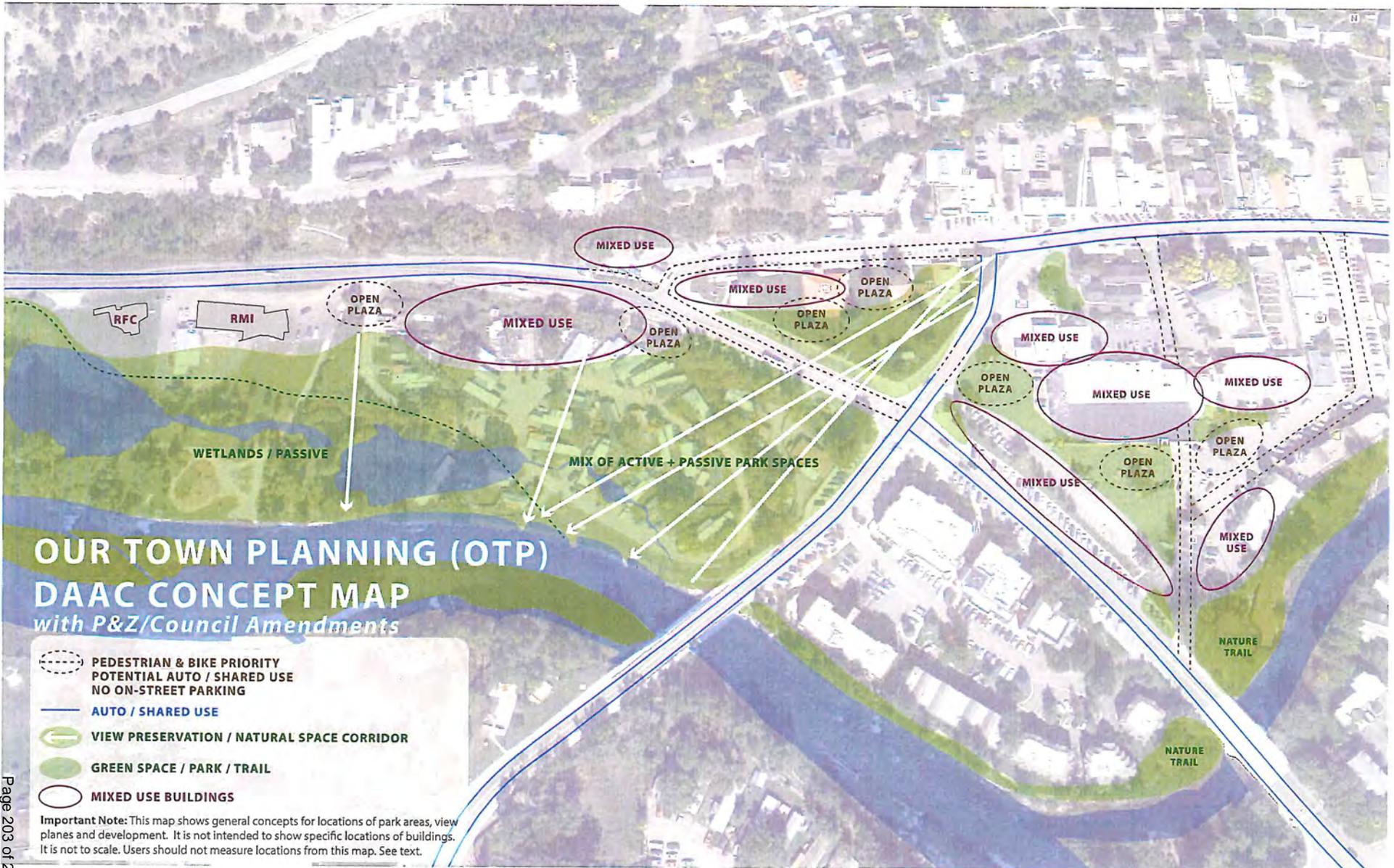


Our Town Master Plan Amendment



Figure Page 202 of 253 Amended Future Land Use Map

OTP Master Plan Map



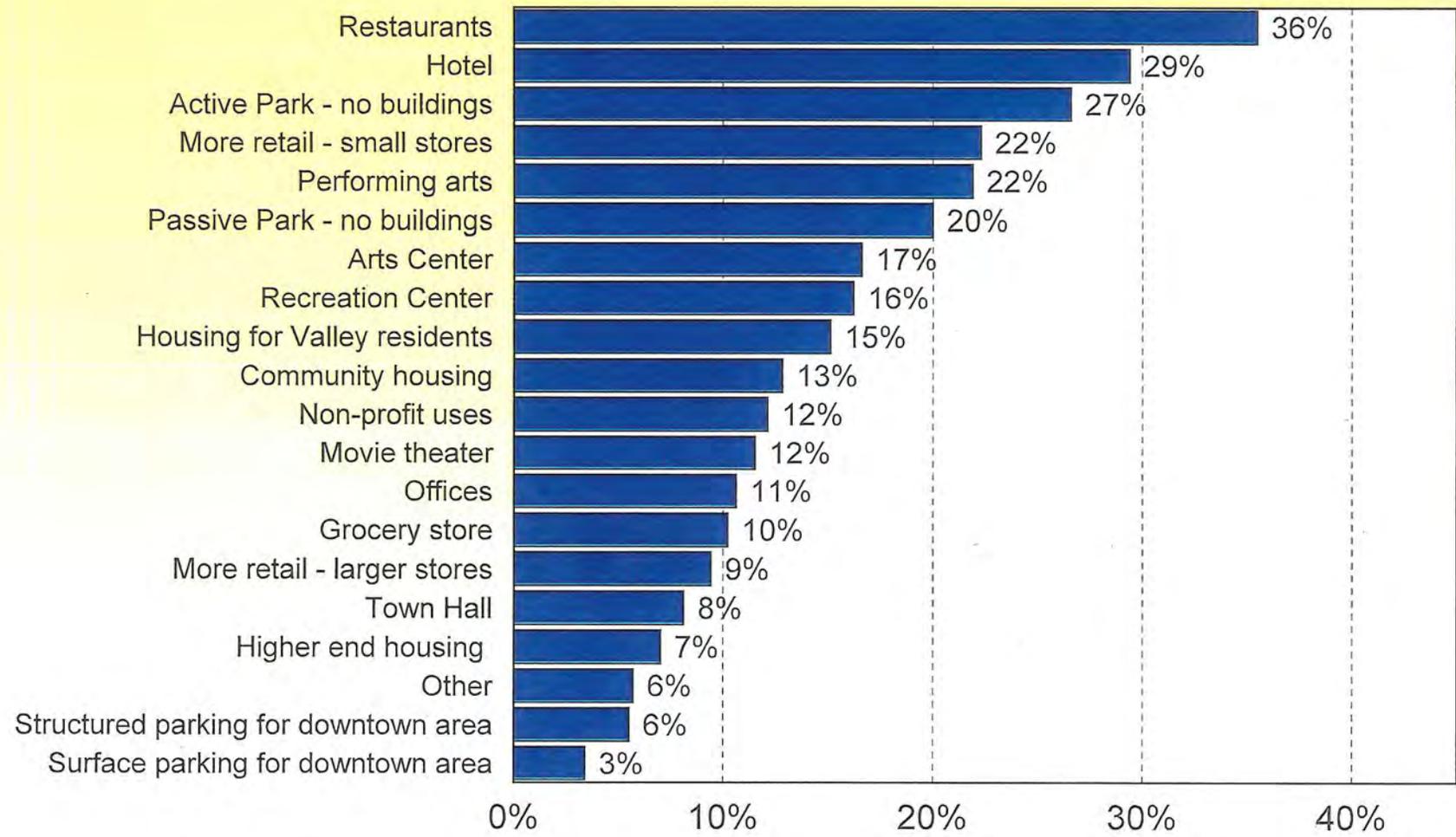
OUR TOWN PLANNING (OTP) DAAC CONCEPT MAP with P&Z/Council Amendments

- PEDESTRIAN & BIKE PRIORITY
POTENTIAL AUTO / SHARED USE
NO ON-STREET PARKING
- AUTO / SHARED USE
- VIEW PRESERVATION / NATURAL SPACE CORRIDOR
- GREEN SPACE / PARK / TRAIL
- MIXED USE BUILDINGS

Important Note: This map shows general concepts for locations of park areas, view planes and development. It is not intended to show specific locations of buildings. It is not to scale. Users should not measure locations from this map. See text.

Q4. Which of the following would you like to see on the developable portion of the Pan and Fork Property?

by percentage of respondents (excluding "none chosen" - multiple selections could be made)

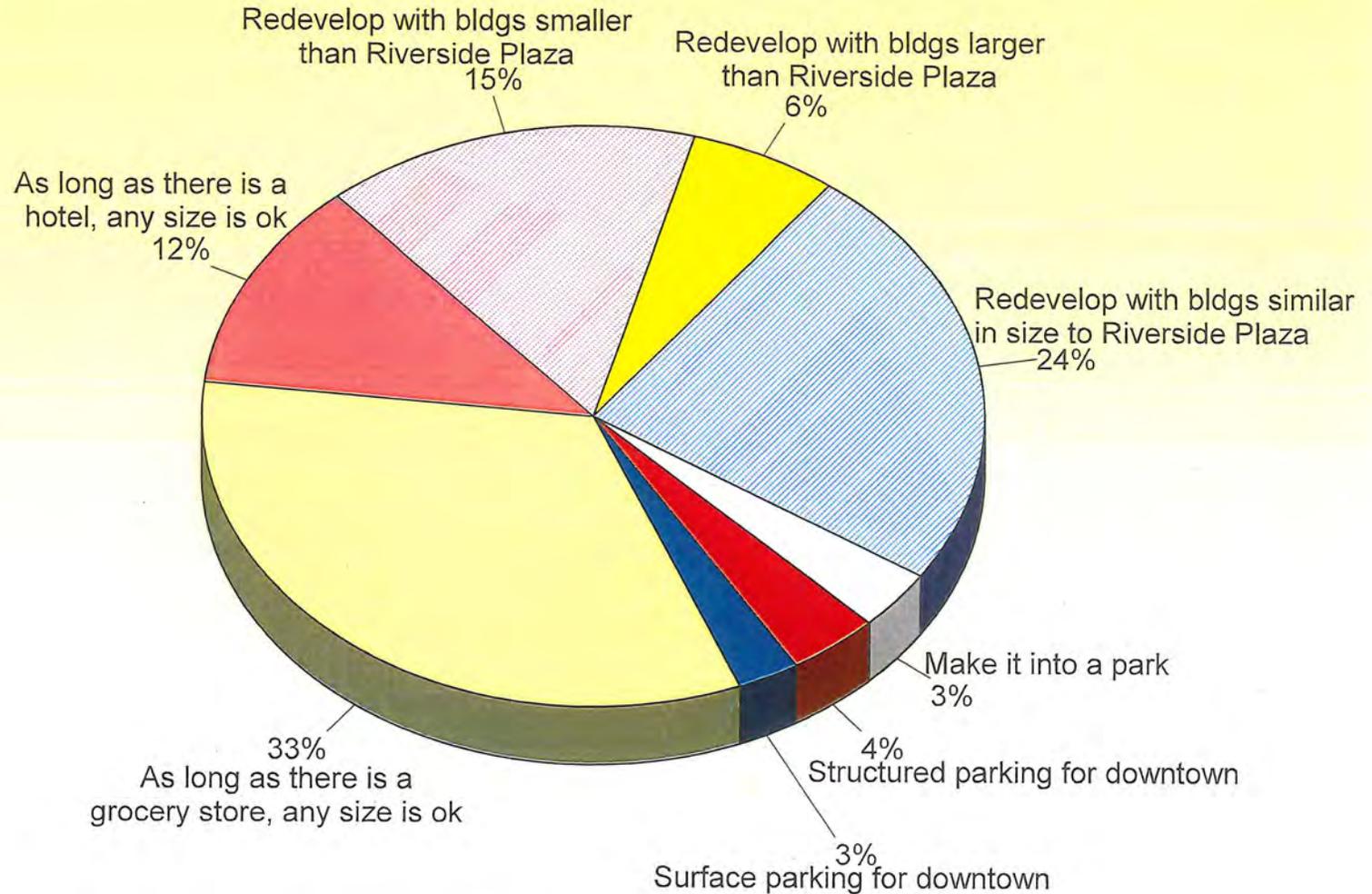


Page 204 of 253

Source: ETC Institute (2014 - Basalt, CO "Our Town" Planning Survey)

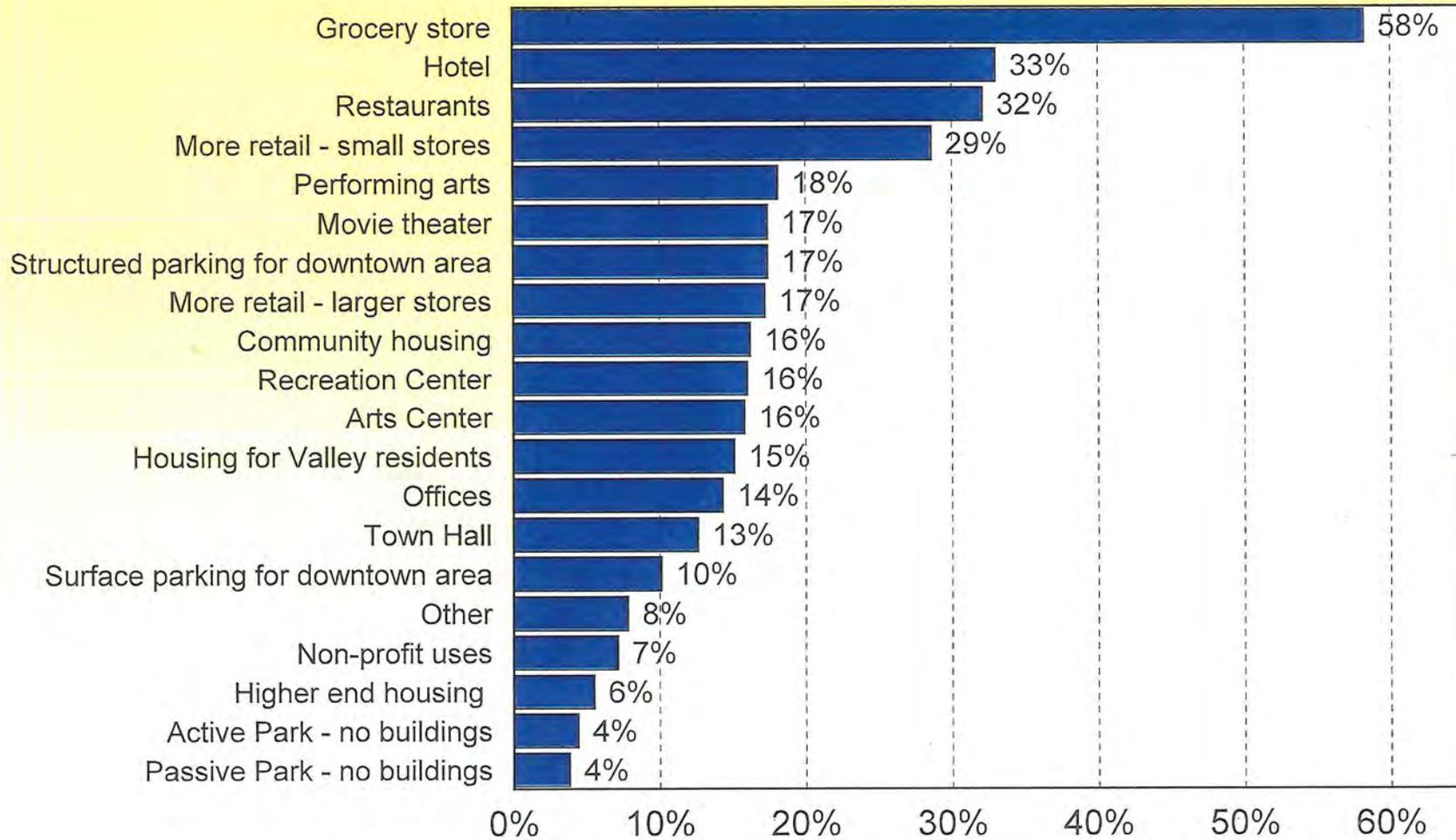
Q2. Which one of the following best describes how you would like to see the Clark's Market Property developed?

by percentage of respondents (excluding "don't know")



Q5. Which of the following would you like to see on the developable portion of the Clark's Market Property?

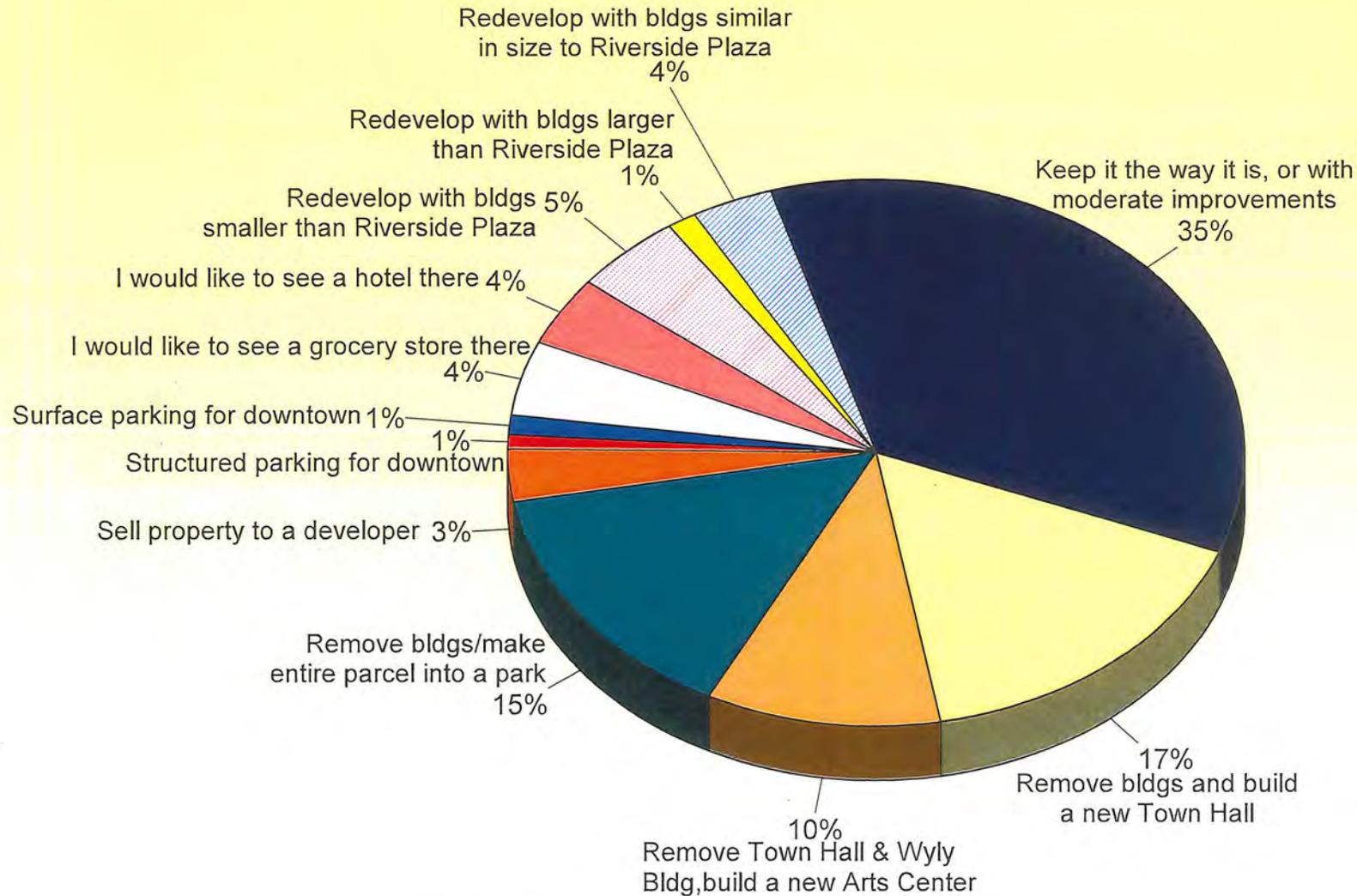
by percentage of respondents (excluding "none chosen" - multiple selections could be made)



Source: ETC Institute (2014 - Basalt, CO "Our Town" Planning Survey)

Q3. Which one of the following best describes what you think the Town should do with the Lions Park Property?

by percentage of respondents (excluding "none chosen")



Source: ETC Institute (2014 - Basalt, CO "Our Town" Planning Survey)

Handed out at mtg. 5/3/16

For P+Z mtg - Some changes were made
Subsequent to this meeting

H

Basalt Center Partnership
1042 Main St.
Carbondale, Co. 81623
970-963-2800

May 2, 2016

Town of Basalt
Susan Philp Planning Director
101 Midland Ave.
Basalt, CO 81615

Dear Susan,

Thank you for your updates on the new zoning for the Our Town Planning Parcels which includes my property as shown as part of the "BCC Parcel".

Needless to say, a tremendous amount of planning by the Town Staff and citizens has gone into the CDC parcel and the BCC parcels starting with the "Our Town" efforts in 2014.

The "BCC Parcels" represent an opportunity for the Town and property owners to redevelop these sites into something reflective of the needs of the Town of Basalt and its citizens and will bring some vitality to downtown Basalt through the new "Community Serving Commercial" zoning goals. Part of that zoning intent is to encourage certain anchor uses such as grocery store, hotel, brewpub, community center, sports/youth center and other uses. The BCC area is an integral part of revitalizing downtown Basalt, including the accommodation and appropriate location for uses that would otherwise be inappropriate uses if were they developed alongside the Roaring Fork River and a possible future park as proposed for the CDC parcel.

One item that caught my eye, which was not included in previous drafts, was the setbacks mentioned from Two Rivers Road and the Frying Pan River. The 150 foot setback, with varying height limitations, severely limits any future development on the BCC parcels. I see it as a handicap and too restrictive. The BCC parcels are all under separate ownership

and this proposed setback requirement severely challenges an owner's flexibility in a re-development design. Other commercial properties, including the Willits Development, do not have these restrictions. And certain existing buildings in downtown Basalt do not have these limitations.

I hope you will reconsider this requirement.

Very truly yours,

Frank X. Taverna

cc: Mike Scanlon

Handed out at mtg. 5/3/16
For P&Z MTO - Some changes were made
Subsequent to this meeting
Susan Philp

From: Chris Szczelina <chrisszczelina@aol.com>
Sent: Tuesday, May 03, 2016 4:55 PM
To: Susan Philp
Cc: Mike Scanlon
Subject: CSC zoning revisions

Susan,

I appreciate you meeting with me personally a few weeks ago to bring me up to speed with all the work that you and the P&Z committee have been doing with the new CSC zoning and thank you for continuing to keep me in the loop and trying to get my input as well since this all has such a great impact on our business and our family. After being a part of this community for twenty years now, it is nice to know that we are able to begin to work together to come up with something that would be mutually beneficial for the town and our family. My hope is that together we can create a redevelopment plan that can offer a clear path that we as small business owners can work through what seems to be an otherwise complex process. As far as our needs go, we have to first and foremost consider what would make a new hotel viable and successful. Most important in that regard, is the hotel's riverside location, the visibility to potential guests, and a sufficient enough room count to be able to operate efficiently.

After reviewing the P & Z agenda packet you forwarded onto me, I wanted to express my very real concerns with some of the language in the proposed amended CSC Zone District. There are several key restrictions that I am strongly opposed to that will have a severe impact on our property.

Firstly, in the requirements in Table 16-30-2, I am strongly opposed to the footnote #3 that states that no building shall exceed 2.5 stories or 38 ft. in height within 150 ft. of the Frying Pan River. This severely limits our options on this very crucial piece of our property and can preclude any future redevelopment of the hotel. While the Town has clearly had positive intentions in the zoning overlay work to use the BCC area as a revitalization area for downtown, the complexities of the BCC site absolutely warrant a more flexible process if redevelopment is ever going to occur. And the 150 foot setback issue simply ignores the inherent complexities of the site, and is perceived by my family as a complete deterrent to any enthusiasm and creative planning than what the underlying zoning provided, which as you know, was already a non-starter. I do not think that such wording should be included in any zoning ordinance as it would immediately prevent any exploration of many redevelopment ideas for this parcel.

Secondly, I have a concern with footnotes #4 and #5. As I understand this, four story buildings would only be allowed along the first 150 linear feet frontage of Two Rivers Road starting from the light post at the Midland Avenue intersection. This limitation would also disqualify many potential redevelopment scenarios of our property. Any limitation such as this should also not be included in this new zoning. If four stories are acceptable within that 150 feet, then why not along the whole street frontage?

In regards to the other notes:

The most efficient way for Sopris Engineering to reach me is to call me on my cell phone which is 618-5044. Then we can arrange a time to meet and do a walk through for the locations of the wells.

Also, I am sure I can meet with the members of P & Z for a site visit any time this month that works for them. Just let me know.

Thank you for taking the time to consider my perspective,

Chris Szczelina
Aspenalt Lodge

Current Definition of Condominium hotel

I

Zoning — General Provisions

§16-4



Condominium hotel (or condotel or condo-hotel) means a hotel or motel operated under a condominium form of ownership. As used in this definition, the term *unit* or *sleeping unit* means the sleeping unit to be sold as a condominium hotel unit. A condominium hotel must satisfy the following requirements:

a. Be subject to the complete control and management of a single hotel or motel operator for operation as a hotel or motel.

b. Except for dwelling units to be used by a manager or employees or any deed-restricted affordable housing, condominium hotels shall contain no dwelling units and contain only individual sleeping units that are permanently dedicated to rental to the public for transient occupancy on a full-time basis by the hotel operator. A unit owner(s) may not occupy their unit for more than sixty (60) days out of a calendar year and may not occupy their unit more than twenty-nine (29) consecutive days.

c. Contain and maintain standardized furniture, furnishings and decor in all individual sleeping units.

d. Be advertised and appropriately marked with signage as a *hotel* or *motel*.

e. Be served by singly metered utility services, and with a central telephone system and central cable television system installed in all individual sleeping units.

f. Contain no individual sleeping unit that contains washer/dryer equipment or connections.

g. Be created, sold and maintained under documentation, including condominium declaration, bylaws, sales brochures and pre-construction agreements, in form and content approved by the Town Attorney that adequately discloses and ensures that the facility will in all respects be permanently and exclusively operated as a hotel or motel and will not be occupied as a multi-family dwelling.

h. Fifty percent (50%) of the units in a condominium hotel development shall be available for rent or occupancy to the general public at all times.

i. A unit owner(s) shall notify the operator or management company at least sixty (60) days in advance of an intent to occupy their unit. Availability shall not be guaranteed for a unit owner(s) in the absence of such a reservation and in that event the unit shall remain available to the public. Until fifty percent (50%) of the units are reserved by unit owners, a unit owner may reserve his or her unit for occupancy as long as the unit owner notifies the operator at least sixty (60) days in advance of occupancy. After the sixty-day advance period, a unit owner may reserve his or her unit if it is available and the fifty percent (50%) requirement outlined in Subsection h. above is not exceeded.

j. Upon commencing operations as a condominium hotel, the operator or management company shall submit a quarterly report to the Finance Department containing information reasonably necessary to indicate compliance with the Town's lodging tax provisions.

k. A unit owner(s) shall not store automobiles on the site when they are not occupying a unit.

Construction waste compacting facility means any business involved in the separation and compaction of construction waste materials including sheet rock/dry wall, concrete, wood products, metal products (including nails, fittings and plumbing elements), carpet, tile, insulation material, roofing material and plastic fittings. *Construction waste* shall not include organic material, hazardous or chemical materials, medical waste, liquid petroleum products or any material which ferments or which biodegrades over a short period of time. Such facilities are prohibited from stockpiling materials for longer than two (2) business days. These facilities are to comply with all applicable code sections for the IN zone, including Section 16-24, Supplemental requirements for the Industrial Zone District, along with all other applicable state and federal regulations.

Day care means a facility which is maintained for a whole or part of a day for the care of two (2) or more persons not related to the owners, operator or manager thereof, which facility is operated with compensation for such care. Care provided by the caretaker is for more than two (2) consecutive days on a regular basis. A *small day care home* is for less than seven (7) individuals. A *large day care home* is for seven (7) or more individuals.

Dental clinic means a professional business providing general or special dental services employing three (3) or more dentists.

Dental office means a professional office providing general or special dental services employing fewer than three (3) dentists.

Developable area means the number of square feet included within a lot as measured within the boundaries of the lot measured on a horizontal plane upon which the boundaries have been vertically projected. Calculation of the *developable area* shall exclude the entire width of the right-of-way or easements for streets and alleys to be dedicated for public use and the entire width of the right-of-way or easements for private road easements other than a private drive serving a single residential dwelling unit. The *developable area* of lots adjacent to the river shall be calculated excluding that portion of the lot lying below the line highest in elevation on the shore established by the fluctuations of the water indicated by physical characteristics, such as a clear natural line impressed on the bank; shelving; changes in the character of soil; destruction of terrestrial vegetation; the presence of litter and debris; or other appropriate means that consider the characteristics of the surrounding areas. Calculation of the *developable area* shall also exclude thirty percent (30%) or greater slopes or natural hazards unless development is permitted pursuant to Section 17-32.

District means a section of the Town for which regulations governing the use of buildings and premises, the height of buildings, the size of yards and the intensity of the use are uniform, as outlined on the adopted Zoning Map of the Town.

Dwelling means a permanent building or portion thereof which is used as a private residence or sleeping place of one (1) or more human beings, but not including temporary structures such as tents, railroad cars, streetcars or similar structures. A dwelling is to include mobile homes or trailer homes that are located in accordance with the provisions of Article XVI of this Chapter. Dwellings are intended to be occupied for long-term

CURRENT CODE BEFORE RECOMMENDED CHANGES

J

Sec. 16-30. - CSC Zone District.

(a) Intent and applicability.

(1) Statement of intent. The intent of the CSC Zone District is to combine the social capital objectives of the Town's Master Plan with the vitality objectives of the C-2 Zone District. The scale and character of development authorized in this zone district may allow buildings that are larger and more multi-faceted than areas zoned C-2 (Downtown Business) or P (Public). The zone district offers certain incentives to encourage qualifying non-profit organizations to create projects that might not occur through pure free market development. These incentives include reductions in certain mitigation standards and a review process that is better tailored to non-profit applicants. The goal is to foster partnerships between non-profit organizations and private entities to address important community goals.

(2) Applicability.

- a. Minimum land area. Any parcel of land that is at least one (1) acre in size, or any parcel of land that is less than one (1) acre but is immediately adjacent to an area zoned CSC and that is appropriate for community serving uses under the parameters of this section may be zoned to the CSC Zone District.
- b. Development must be community serving. Since the intent of the CSC Zone District is to encourage social entrepreneurship in the development of community serving commercial projects, new development shall only be permitted to occur in the CSC Zone District if it is determined to be community serving. New development shall be considered to be community serving if at least seventy percent (70%) of the total permitted square footage is devoted to a use or uses listed in Subsections 16-30(b)(1) a., b. and c. below and if at least thirty percent (30%) of the total permitted square footage is devoted to governmental or non-profit uses as described in Section 16-30(b)(1)a. Nothing herein shall preclude a use from satisfying both the seventy percent (70%) and thirty percent (30%) requirements. The Council may reduce or eliminate the requirement that at least thirty percent (30%) is devoted to governmental or non-profit uses through the CSC Development Plan approval process if it would result in more than seventy percent (70%) of the total square footage being devoted to deed restricted community housing units including replacement housing units.
- c. Qualifying non-profit organizations. In order to be eligible for rezoning to the CSC Zone District, the owner of the land to be rezoned must be a non-profit Community Development Organization or a similar non-profit organization where development

CURRENT CSC ZONE DISTRICT - PROPOSED TO BE DELETED AND REPLACED WITH EXHIBIT A OF ORDINANCE

activities are a stated part of its 501(c)(3) tax status. A qualified Community Development Corporation is an entity which satisfies the requirements of Section 16-4 applicable to a "Public non-profit Entity, Community Development Corporation." Provided that the new development satisfies the criteria of Section 16-30(a)(2)b. above, a qualifying non-profit organization shall not be disqualified if portions of the new development proposed in the CSC Zone District are to be sold to and used by for-profit businesses in accordance with these regulations and any adopted conditions of approval.

- d. Master Plan. In reviewing whether a parcel is appropriate for CSC zoning, the Town will consider the future land use designation and neighborhood typology in its then current Master Plan, the goals and objectives of the Master Plan, and whether the designation will help the Town to implement specific goals, such as economic development, or plans, such as the Town's adopted 2002 River Master Plan.
- (b) Schedule of uses.
- (1) Permitted uses. The following mixture of public, non-profit, quasi-public and private uses is permitted in the CSC Zone District:
 - a. Uses and activities conducted by a government entity or by a public non-profit entity that meets the requirements of Sections 16-4 or 16-21(8) of this Chapter. Such uses include administrative offices and meeting rooms for non-profit and educational oriented organizations, transit facilities, museum, community center, educational facilities, performing arts center, and theater.
 - b. Fully-deed restricted community housing units meeting the requirements of this Chapter.
 - c. Community Vitality Uses as shown on Table 1 in Section 16-29 as Community Vitality Uses. In addition, uses in the designated Vitality Zone are required to be Community Vitality Use subject to exceptions included in Section 16-29(c) and the design guidelines for buildings included in Section 16-30(d)(7).
 - d. Temporary outdoor uses and vendors, subject to the provisions of Chapter 6, Section 6-13 of the Town of Basalt Code except that uses and vendors are not subject to the limitation on number of days placed on these activities on public property.
 - e. Free-market multifamily uses.
 - f. Other commercial, office and retail uses allowed in the C-2 Zone District or approved through the site plan approval process.
 - g. Day care if approved in the site plan review and in conformance with State

CURRENT CSC ZONE DISTRICT - PROPOSED TO BE DELETED AND REPLACED WITH EXHIBIT A OF ORDINANCE

- Requirements regulating day care.
 - h. Accessory uses as approved pursuant to site plan review.
 - i. Public open space and park uses.
 - j. Private open space and park uses.
 - k. Parking for the allowed uses within the development.
- (2) Limitations on permitted uses. Through the CSC Development Plan Review process, the Town Council may place reasonable restrictions or limitations on any use or activity in the CSC Zone District. The Town Council may also determine that a specific use is not appropriate based on the intent of the zone district, consistency with the Town Master Plan and compatibility with adjoining areas. The Town Council may establish conditions allowing for subsequent review by the Town Planner or Technical Review Committee to avoid unnecessary additional meetings before the Planning and Zoning Commission and Town Council.
- (c) Dimensional requirements. The dimensional requirements applicable to developments within the CSC Zone District shall be established through the CSC Development Plan review process, and shall be subject to the limitations listed in Table 1, below.

TABLE 1
SCHEDULE OF DIMENSIONAL REQUIREMENTS IN THE CSC ZONE DISTRICT

Standard	Dimensional Requirement	Notes
Minimum lot area	No requirement	
Maximum building height or height to the highest point of a pitched roof.	45 feet for a hotel. 38 feet for all other uses.	Town Council may approve a greater number of stories or a greater height through the CSC Development Plan review process if the Council finds that:

Maximum height to top of parapet	45 feet for a hotel. 38 feet for all other uses.	1. The addition is reasonably necessary for the use allowed in the CSC zone district; and 2. The addition would not injure the value or use of, or prevent the proper access of, light and air to adjacent properties, nor be out of harmony with the intent and purpose of the Master Plan and this Chapter; and 3. The addition satisfies the special review standards included in <u>Section 16-44(e)</u> .
Maximum number of building stories	4 stories for a hotel. 3 stories for all other uses.	
Maximum floor area ratio	<u>1.5</u> times the gross lot area of the master parcel.	See also note 1 below. The maximum floor area ratio shall be applied to the master parcel only. Individual parcels within the master parcel shall receive their floor area allocations from the total floor area authorized for the master parcel during the CSC Development Plan review process. See also note 2 below
Minimum front yard setback	0 feet	See note 3 below
Minimum side yard setback	0 feet	See note 3 below.
Minimum rear yard setback	25 feet	If adjoining property is zoned residential; or;

CURRENT CSC ZONE DISTRICT - PROPOSED TO BE DELETED AND REPLACED WITH EXHIBIT A OF ORDINANCE

	0 feet	In all other cases. See also note 3 below.
Minimum setback from rivers and other ESA's	See Article XXI concerning development in and around rivers, wetlands and environmentally sensitive areas.	
Minimum percent landscaped open space	10%	Open space credits may be given for pedestrian improvements, street furniture, etc., in a public right-of-way. See <u>Section 16-29(e)(4)(g)</u> .

Note 1: Structured parking which is located primarily underground and is below other permitted uses shall not be counted towards maximum height and story measurements.

Note 2: Structured parking which is located primarily underground and mechanical or non-residential storage located in said structured parking shall not count towards maximum floor area calculations.

Note 3: Parts of the structure, such as overhangs, may encroach into the public right-of-way if approved to do so through the CSC Development Plan Review process, provided the applicant obtains an encroachment license from the Town.

(d) Other Development Standards.

(1) Vitality zone. All areas zoned CSC shall include a designated vitality zone which shall be established by the Town in the sketch plan process. The permitted uses in the vitality zone are shown on Table 1 in Section 16-29 as Community Vitality Uses and the buildings are subject to the building design standards contained in Section 16-30(d)(7) for buildings within the vitality zone. The Town Council will establish the vitality zone considering the following:

- a. The pedestrian and connectivity goals of the area;

CURRENT CSC ZONE DISTRICT - PROPOSED TO BE DELETED AND REPLACED WITH EXHIBIT A OF ORDINANCE

- b. The nature of the desired streetscape;
 - c. Existing and proposed adjacent uses;
 - d. The then current Master Plan; and
 - e. The goals advocated by the non-profit applicant.
- (2) Parking. Development in the CSC Zone District shall provide parking as follows:

Hotel—One (1) space per hotel room, plus two (2) for management and operations.

Residential—One (1) space per bedroom to a maximum of two (2) spaces per unit, where an efficiency unit is counted as one (1) bedroom.

All other uses—One (1) space per four hundred (400) square feet of floor area. With the exception of handicap spaces and car share spaces, parking spaces may not be reserved for individuals or private businesses.

Additional on-street parking constructed as part of the development will count for non-residential parking included in the calculation of parking spaces to be provided. The applicant shall be permitted to purchase non-residential parking spaces pursuant to the requirements of Section 16-94.

The Town Council may apply a reduction of the non-residential parking requirements following a recommendation of the Planning and Zoning Commission based on hours of operation, mixed-use, access to on-street parking, availability of local mass transit, contribution to a car share program that serves the community or contribution to other desired public improvements, necessary infrastructure, or other basic Town service requirements. The Town Planner may require a recommendation from a parking consultant as outlined in Section 16-92 in order for the staff and Planning and Zoning Commission to make a recommendation and the Town Council to make a decision on the appropriate parking reduction for the development.

The visual impacts of off-street parking and loading areas shall be minimized. Special attention shall be given to the design of parking and loading areas to ensure that they support and do not detract from the Town's vitality goals for the CSC Zone District. This shall be accomplished by:

- a. Constructing structured parking primarily underground where such construction is feasible;
- b.

CURRENT CSC ZONE DISTRICT - PROPOSED TO BE DELETED AND REPLACED WITH EXHIBIT A OF ORDINANCE

- Locating such areas, or the access to such areas, along the rear facade or side of the building whenever feasible (off-street parking shall not be permitted between the front facade of the building and the abutting street); or
- c. Wrapping the facades of any structured parking within other permitted uses that have a minimum depth of eighteen (18) feet or wrapping the facades with building material, grading or landscaping to break up the view of the parking and lighting contained therein from public open spaces and other activity areas. When this design option is employed the access to the structured parking shall be designed with the same attention to detail and materials as the primary façade and the access shall be integrated into the building's design and wrapping.
 - d. Designating one (1) or more loading zones on the site plan and regulations to govern loading. Except for the foregoing, including parking rates, parking areas in the CSC Zone District shall comply with the requirements of Article V, Off-street Parking and Loading.
- (3) Signage. The sign restrictions of the C-2 district will typically apply to non-residential uses zoned CSC with modifications permitted through the CSC Development Plan Review process. However, nothing shall prevent the Town Council from adding conditions and restrictions on signage to protect adjacent properties and to further the goals of the Town's Master Plan.
- (4) Lighting. The lighting requirements of Section 16-431 shall apply to development within the CSC Zone District unless modified through the Exemption process outlined in Section 16-438 of the Town Code, Article XX, Exterior Lighting.
- (5) Community housing. New development within the CSC Zone District shall satisfy the requirements of Article XIX (Housing Mitigation), except as follows:
- a. The community housing requirements for the commercial mitigation requirements for public/non-profit uses shall be reduced by fifty percent (50%). However nothing shall prevent the applicant from requesting a further reduction as permitted by Section 16-412.
 - b. No housing mitigation shall be required in connection with commercial spaces which are deed restricted such that they can only be sold in commercial units of two thousand five hundred (2,500) net square feet or less which cannot be combined with adjacent units and that occupancy is limited to uses identified as "community vitality" uses in the C-2 Zone District; and
 - c.

CURRENT CSC ZONE DISTRICT - PROPOSED TO BE DELETED AND REPLACED WITH EXHIBIT A OF ORDINANCE

Three (3) or fewer new attached residential units located on the second or third story of the project to be built and owned in separate ownership from other property in the CSC District and containing one thousand four hundred (1,400) total square feet or less per unit shall be exempt from the housing mitigation requirements or the attached residential units qualify for some other exception in Article XIX of this Chapter.

- (6) Environmentally sensitive areas. Development within the CSC Zone District shall comply with Article XXI (rivers, wetlands and environmentally sensitive areas), provided that the environmentally sensitive area review shall be conducted simultaneously with the CSC Development Plan Review if the Town Planner makes the finding that the development is within the development line established by the River Master Plan.
- (7) Building design. All buildings shall comply with the following requirements, if applicable:
 - a. The Town of Basalt Complete Streets Design Manual and the typologies from the Town of Basalt Master Plan that the Town determines are most applicable to the type of development proposed in the project.
 - b. To the extent possible the areas between a building and the adjacent street shall be visible space that is useable by customers of on-site business uses or pedestrians. These areas, and the required open space areas on the site shall: (a) abut and be level with the public sidewalk; (b) be open to the sky (except for awnings, covered walkways, areas under a porch and covered outdoor seating); (c) be directly accessible to the public; and (d) be provided with appropriate ground cover treatment and landscaping. Placement of street furniture and public art in required open space is encouraged, as long as the four-foot minimum pedestrian walkway width is maintained. Items such as street furniture, educational and interpretive displays, small play features and public art that is attractive and appropriate for use by young children are encouraged.
 - c. Buildings within the portion of the site designated as the vitality zone (as that term is defined in Section 16-29 of this Code) shall incorporate a store-front design at the street level, with windows suitable for retail goods display that are designed to attract pedestrian interest at the street level. The storefront windows along the façade of the vitality zone shall be transparent so as to permit the activities within the building to be visible to pedestrians along the adjacent street. Commercial spaces at street level should have a ceiling height consistent with those within the historic downtown.

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- d. Special attention shall be given to any new building at a prominent corner in the CSC Zone District, including but not limited to, the corner of Two Rivers Road and Midland Avenue, which is a prominent corner at the entryway to the Midland downtown business district. Although it is not the intention of these provisions to require that the building be of a historic or period architecture, it should present a timeless design that makes a statement while maintaining an appropriate scale and mass to the Town. Special attention shall be given not only at the street level but also to the upper floors of the building.
 - e. Attention shall also be given to the design of building facades within the development to ensure that there are not blank walls or empty facades along pathways that connect buildings to public spaces or along alleys or other frontages where pedestrian traffic might be anticipated.
 - f. Development in the CSC Zone must satisfy the design criteria of the C-2 Zone District in Section 16-29(e)(4)c. regarding curb cuts.
 - g. The ground floor of any new structure in the vitality zone should be at grade with adjacent sidewalks or passageways, and there shall be no steps between the sidewalk and the primary building entry. However, in order to satisfy grade issues, steps may be included in the portion of the sidewalk closest to the street if the applicant demonstrates that providing steps is the best way to address grades on the site.
 - h. The Town desires to have development in the CSC Zone not just meet, but exceed the accessibility requirements of the ADA Code.
 - i. Utility boxes and trash/recycling facilities servicing the building shall be located outside of the public right-of-way, along the rear or side façade of the building. To the extent possible, these facilities shall be located in a way that avoids or minimizes any negative impacts on residential uses on the parcel and on adjacent parcels and does not interfere with pedestrian movement and experience. This requirement shall not be construed to prohibit the placement of street furniture, such as public trash containers, within the public right-of-way.
 - j. Landscaping that is to be installed in the public right-of-way shall comply with the applicable provisions of the Public Works Manual.
- (8) Community Priority Scoring System. Development within the CSC Zone District shall be exempt from the requirements of Article XXII.
- (9)

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Land dedications. The land and improvements, or fees in lieu, required to be provided under the provisions of Section 17-15 (Parkland Dedication) shall be calculated at one-half ($\frac{1}{2}$) the requirement for any deed restricted community housing units; and the provisions of Section 17-16 (School Land Dedication) shall apply at the same discounted rate for deed restricted community housing units. The Town Council may exempt or further reduce such fees for free-market and community housing during the CSC Development Plan review process pursuant to Section 16-419. Any reduction or elimination of school impact fees will require approval by the school district.

- (10) Master Plan consistency. Development within the CSC Zone District shall be determined to be generally in conformance with the Town Master Plan and consistent with the Town's River Master Plan where that plan applies.
- (e) Zone District review procedures and submission requirements.
- (1) CSC Development Plan review procedures. No new development shall occur in the CSC Zone District without CSC Development Plan review and approval. CSC Development Plan review shall be conducted in two (2) stages, these being Sketch Plan review and Final Plan review.
- a. Sketch Plan review. Sketch Plan review is intended to provide the Town with a general overview of the project including a description of existing conditions, proposed mix of uses, height, floor area and parking, as well as its relationship to neighboring properties and consistency with the Town's Master Plan, the River Master Plan and applicable Code provisions. Sketch Plan review shall involve the following procedural steps:
1. The initial step in Sketch Plan review shall be a determination of whether the proposed project is community serving and is eligible for rezoning to the CSC Zone District. This determination may be made administratively by the Town Planner or the Town Planner may refer this matter to the Planning Commission and Town Council. If the determination is referred, then the Planning Commission and Town Council consideration shall occur at a jointly held public hearing.
 2. Any project that is determined to be community serving and eligible for rezoning to the CSC Zone District may then proceed through Sketch Plan review. Sketch Plan review shall require a review by the Planning Commission. The Commission is authorized to recommend approval, approval with conditions, or denial of the Sketch Plan application following a duly noticed public hearing. The Planning

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Commission review shall be followed by a review by the Town Council at a duly noticed public hearing. Following the closure of the public hearing, the Town Council may approve, approve with conditions, or deny the application.

- b. Final Plan review. Final Plan review is intended to provide the Town with a more detailed description of the proposed development program, to respond to issues raised in the sketch plan review and to present additional information required in the Sketch Plan review. Final Plan review shall require a review by the Planning Commission at a regular meeting. The Commission is authorized to recommend approval, approval with conditions, or denial of the Final Plan application. The Planning Commission review shall be followed by a review by the Town Council at a duly noticed public hearing. Following the closure of the public hearing, the Town Council may approve, approve with conditions, or deny the application. The Town Planner may schedule a joint meeting of the Planning Commission and Town Council prior to the initial Final Plan review by the Commission.
 - c. Community Serving Subdivision. A property which is zoned CSC is eligible to be subdivided as a Community Serving Subdivision pursuant to the provisions of Section 17-84.5 of this Code provided no more than four initial lots are created by the Owner. The Community Serving Subdivision shall be processed concurrently with the CSC Development Plan. However, nothing herein requires the qualifying non-profit organization to use the Community Serving Subdivision process if the owner would rather utilize another eligible subdivision process in the Code at the time of the subdivision.
- (2) Sketch Plan submission contents. The application for the Sketch Plan stage of CSC Development Plan review shall include the following:
- a. Completion of standard application forms and authorization from the owner for the filing and processing of the application and fees.
 - b. Description of existing conditions.
 - c. A legal description of the property, an ALTA survey and a copy of any easement or recorded document referenced on the ALTA survey.
 - d. A list with addresses of all property owners within three hundred (300) feet of the property.
 - e. A description of the development program including: major objectives of the development; proposed mix of uses with approximate square footages of each use and number of any free-market and community housing units and allowed locations;

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- parking capacity, location and types; access locations and vehicle and pedestrian circulation; proposed phasing and timing; and plan for satisfying the goals of the development plan. Numbers can be provided in a range.
- f. Schematic development plan (at a scale of at least one (1) inch per one hundred (100) feet) showing horizontal relationships of the proposed development with property boundary, setbacks and proposed uses.
 - g. Information and drawings providing a schematic level description and illustration of the height, scale and mass of proposed structures from important perspectives, as well as proposed open spaces narrative and graphic descriptions of the character and style of architecture by the end of Sketch Plan review.
 - h. Narrative addressing relationship of the project to neighboring properties and consistency with the Town's Master Plan, the River Master Plan; Streetscape Plan and any other long range planning documents as deemed appropriate by the Town.
 - i. Narrative description of how utilities are to be provided to and through the site by a licensed professional engineer along with an assessment as to the feasibility of the applicant's proposal. Describe whether any existing utilities or easements will need to be relocated or vacated, and generally the plan for accomplishing this. The engineer's assessment at a minimum must address potable water, sanitary sewer, drainage and storm sewer, electrical power, natural gas power, and flood protection where applicable. Describe whether the power lines will be below ground or overhead. The applicant may include maps depicting the alignment of utilities but it is not required at Sketch Plan. The engineer's assessment shall outline any known engineering and utility issues and generally describe how they will be addressed in the final site plan review.
 - j. Proof of ability to apply the CSC Zone District.
 - k. General statements describing how the elements of the development will satisfy the criteria required for the CSC Zone and explanation for any reductions in requirements allowed through the site plan process.
 - l. Statements addressing how the development intends to satisfy requirements that apply to the development found in other sections of the Code applicable to the type of development being proposed, including but not limited to: any annexation requirements; school and parkland dedication; floodplain development permit and regulations, and community housing, including any need for relocation housing.
 - m. Description of how the development addresses the Town's goals toward sustainable

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- building, energy efficiency and waste reduction.
- n. A study of the shading or shadow impacts that the proposed buildings may cause on public or private rights-of-way or other public spaces within or surrounding the project.
 - o. Additional information. Any additional information reasonably required by the Town to review the application and to verify compliance with the provisions of this Code.
- (3) Final Plan submission contents. The application for the Final Plan stage of CSC Development Plan review shall include the following
- a. Same as above along with such additional or refined information and analysis as may be required by the Town Council in order to address issues raised in the Sketch Plan review or to verify compliance with the provisions of this Code.
 - b. Off street parking and loading areas, including the location, type and capacity of proposed parking areas, and written justification for any proposed reductions or fee-in-lieu of parking proposals
 - c. The location of all ways for ingress and egress to all buildings and parking areas.
 - d. Service and loading areas and refuse and recycling collection areas.
 - e. Site/building program.
 - f. Development plan which meets the requirements of Section 16-66(3)b. Following Final Plan approval the applicant shall record a development plan containing the elements of the Town Council's approval.
 - g. Reserved.
 - h. Proposed schedule and phasing.
 - i. Identification of potential construction and maintenance easements needed for zero-lot line development and plan for obtaining such easements.
 - j. Draft Master Development Agreement which generally describes the public improvements to be constructed in connection with the project, the timing of such construction, the parties responsible for completion of the public improvements and the financial security to be provided.
- (4) Building, engineering and site design review. Building, engineering and site design review is intended to provide the Town with the final architectural, engineering, landscaping and other technical documents that are a precursor to the actual construction of the project. Following approval of the final CSC Development Plan and any other associated land use

actions and prior to issuance of a building permit for each lot or development site, the then-owner of a lot or development site shall comply with the following submission requirements and review procedures:

- a. The owner shall prepare and submit architectural drawings, elevations and perspective drawings of all proposed structures and improvements intended to show the relationship of the proposed structures to the surroundings. Such drawings shall depict proposed building materials, fenestration, mechanical equipment (and screening of such equipment) and similar architectural details but need not be the result of final architectural design.
- b. The owner shall submit final engineering documents, including plans and specifications for streets, water, sewer and drainage and the engineers' cost estimates for all public improvements to be installed on the lot or building site within dedicated land areas, rights-of-way or easements.
- c. Following construction, the owner shall provide as-built mapping and diagrams for utility installations in an electronic computerized format of a type approved by the Town Engineer or Public Works Director.
- d. The owner shall describe the character and type of landscaping, lighting and signage to be provided. The landscaping shall be indicated in tabular form, showing the type of plant material, minimum size and quantity. The approximate location of landscaping shall be indicated on a site plan. The lighting description shall describe how the lighting complies with the final site plan approval and any exemptions that will be necessary pursuant to Section 16-438 of the Town Code, Article XX, Exterior Lighting. The signage plan shall provide detailed information sufficient to determine whether the location, size, number and character of the proposed signs comply with the requirements of Section 16-131 et seq. of the Town Code, Article VII, Signs.
- e. The owner shall provide an anticipated time table for completion of development including the anticipated dates for completion of any phase.
- f. The owner shall provide a title insurance policy indicating that the property is free and clear of all ownership disputes, liens or encumbrances which would impair the property to be utilized for the uses approved. The title policy shall provide verification that all owners and lien-holders have approved the final subdivision plat.
- g. The owner shall demonstrate compliance with Article II, Chapter 17, Design Standards and Requirements for Subdivisions.
- h. The owner shall demonstrate compliance with Article V, Chapter 17, Public

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Improvements Acceptance and Guarantees.

1. The owner shall provide a Subdivision Improvement Agreement for public or quasi-public improvements to be constructed by the owner and other draft agreements and conveyances that apply to the development as whole or to community housing or other restrictions or requirements.
 2. The owner shall provide a Construction Management Plan and shall submit a request for the use of any of the Town's property for construction or construction management purposes.
 3. The owner shall demonstrate compliance with the Final CSC Development Plan approval applicable to the application and any other Town approval.
- i. The owner shall submit the information necessary to satisfy the foregoing requirements for review by the Technical Review Committee. TRC review shall be limited to a consideration and review of the project's compliance with the approval documents applicable to the development, relevant standards applicable to buildings and final subdivision plats. Following such review and after all necessary additions or corrections are made, the building, engineering and site design information shall be forwarded to the Town Council along with the recommendation of the Technical Review Committee. In its final development plan review approval the Council can delegate this review to the Planning and Zoning Commission.
 - j. The building, engineering and site design information submitted by the owner, together with the recommendation of the Technical Review Committee, shall be considered by the Town Council (or the Planning and Zoning Commission if the Council refers the approval to the Planning and Zoning Commission in the final approval) at a noticed public hearing. The board's review shall be limited to a consideration and review of the project's compliance with the applicable approval documents and relevant standards applicable to buildings and final subdivision plats. The Town Council shall make a final decision to approve the building, engineering and site design proposal subject to modifications or conditions, or to deny such proposal. Nothing eliminates the requirement to comply with the Building Code. The Town's approval shall be considered the Site Specific Development Plan.
- (5) Amendments to a Sketch Plan or Final CSC Development Plan. Amendments to a Sketch Plan approval or Final Plan shall be processed as follows:
- a.

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Sketch Plan approval. After Sketch Plan approval an applicant may make insubstantial amendments to the approved sketch plan before submitting a Final CSC Development Plan for review. Substantial amendments shall be processed under the same procedures as used for the original adoption. "Substantial" shall have the same meaning as in Section 16-65(d)(2). The initial determination of whether an amendment is insubstantial or substantial shall be made by the Town Planner.

- b. Final CSC Development Plan approval. After Final Development Plan approval, the TRC may review and approve of minor amendments to the approval documents necessary to effectuate the intent of the Final Plan Approval. The applicant shall have the ability to appeal a TRC decision on a minor amendment to the Town Council at a public meeting in which fifteen (15) days written notice of the public meeting has been provided to the appellants.
- c. Substantial amendments and amendments which the Town Planner determines are not minor amendments but are consistent with the Sketch Plan approval shall processed pursuant to the Final Plan submission and review procedures. Substantial amendments and any amendments which the Town Planner determines are not minor amendments and are not consistent with the Sketch Plan approval shall be processed pursuant to the Sketch Plan and Final Plan submission and review procedures.

(Ord. 10 §B.3(Exh. B), 2012)

K. Correspondence from Cathy Click - Aug 9, 2016

Susan Philp

From: Cathy Moffroid <cathyclick@me.com>
Sent: Tuesday, August 09, 2016 12:16 PM
To: Jacque Whitsitt
Cc: Katie Schwoerer; Jennifer Riffle; Auden Schendler; garrytennenbaum@yahoo.com; Bernie Grauer; Mike Scanlon; Susan Philp
Subject: CSC Zoning

Dear Mayor—

I read with interest in the packet for the August 9 2016 meeting.

It is my understanding that one of the most pressing issues facing the mid-valley and Basalt is affordable housing. The Permitted anchor uses of the CSC Amended Zone District provides that only in Merino Park is "Community Housing" a recommended priority, or anchor. Merino Park is the smallest of the 4 parcels included in the redevelopment parcels at roughly .7 acres. In addition, Merino Park is also the only parcel in which "Small Business Incubators" is an anchor.

In the language of the Ordinance itself, referencing the Our Town Planning Master Plan Amendment and the DAAC Report, one of the five guiding principles is to "Improve Lions Park". However, as per the anchor uses, Lions Park anchors are Town Hall, Arts Center, and Sports/Youth Center. Aren't Town Hall and the Art Base already on Lions Park? How does keeping them there "improve" Lions Park?

Further, the definition of a Condominium Hotel, condotel or condo-hotel blurs the line between private housing and traditional hotel occupancy by allowing that a "if a proposed development does not meet [requirements a through e above]... nevertheless qualifies as a Condominium Hotel" etc. And allows a potential developer to build a Condominium Hotel on the CDC parcel regardless, which has been and continues to be a highly divisive use.

To wit: the opportunity to set Basalt on a course of exciting, sustainable, entrepreneurial growth is not being met in this document. Paying lip service to affordable housing while shoving it off to the smallest available parcel is distressing. Expecting young people and families to locate their businesses in Basalt without offering any kind of space for them to have a business sends them packing (especially when combined with a lack of housing). Privatizing what is left of river frontage with a "Condotel" next to a park with a bandshell seems counterintuitive at best, and at odds with what a significant part of this community wants for that property.

The document is more of the same. Is that what vitality looks like?

Cathy Click
Basalt

Email from Councilor Grauer dated August 19, 2016

Susan Philp

From: Bernie Grauer
Sent: Friday, August 19, 2016 1:58 PM
To: Pam Schilling; Deb Pattison
Cc: Susan Philp
Subject: 3 D model requirement

Please circulate this memo to the Council & Staff

I suggest we add wording to the CSCD Zone District that the: CDC, Lions, Merino & BCC, areas, require a 3-D, 1/8-scale model for all new structures by at least the conceptual review. The model structure should be placed in architectural and geographic context with others at the direction of the staff.

I believe that the overall Pan and Fork 3D model has provided planners, the council and the public, tremendous additional information by which to evaluate structural proposals on the land forms in the urban context.

Bernie Grauer

MINUTES OF THE

TOWN OF BASALT, COLORADO
FINANCE COMMITTEE

TUESDAY, AUGUST 2, 2016

5:00 p.m.

**Basalt Town Hall
101 Midland Avenue**

1. Update of Town Council Policy 110.

Mr. Mike Scanlon presented information related to an Update to Town Council Policy 110 based on the direction provided by the Finance Committee meeting of July 11th as stated in the minutes,

"As a closing item Mayor Whitsitt asked if the time for this meeting could be reconsidered and the idea of adding a citizen member presented to the Town Council. As for the time the committee agreed to move their meeting time to 5:00 – 6:00 p.m. Mr. Scanlon stated that an amendment to the Town Council Policy would be required to expand the membership and permanently change the meeting times."

Mr. Scanlon presented the recommended changes in a "compared document." He went through the changes identified. He briefly touched on the changes made and including a title change since this was no longer simply a Town Council committee the title would be changing into a Financial Advisory Committee. Mr. asked if the citizen committee member's votes would be equal to Town Council votes. He highlighted an instance in which one councilmember and two citizens could overrule two councilmembers on a recommendation. The committee felt since it was only a recommendation there was little reason to be concerned about that issue.

Mr. Scanlon then highlighted the experience section. He asked if the citizen appointment section was "too light." The Policy simply references that the...."interviews and appointments will be conducted by the Town Council using an established set of minimum financial experience criteria...." This leaves it open to

the Town Council to define those. Committee member discussed this aspect and offered various suggestions on what was going to be considered experience. That experience could be defined as a set of factors including, a professional degree or experience in various financial fields. The Committee asked Mr. Scanlon to draft language that reflected that and include it in the version the Town Council would review.

In the section for meeting times it was suggested first that there be a change in meeting days, from Tuesday to Wednesday. After further discussion Councilmember Schworer asked if the Committee could consider the second Wednesday given that she has another standing board commitment with the Crown Mountain Recreation district on the first Wednesday of the month. The Committee then decided on the second Wednesday of the month following the regular Town Council meeting with the meeting time to be set for 5:00 p.m.

Mayor Whitsitt stated she had concerns about the Agenda section of the policy – Section 1.05. In particular the phrase, “The Town Manager and department heads will participate in the presentation of information to the committee.” Her feeling was that this put staff in charge of the Agenda not the Town Council and Citizens. It was pointed out that earlier in that Section the policy was fairly clear on that topic and additional discussion or description of that process probably wasn’t needed. The opening sentence states, “An agenda shall be developed by the Chair and related staff before each meeting. Individual councilmembers may request the addition of specific items to the agenda by contacting the committee chairperson or Town Manager.”

There being no further discussion on this topic the motion was to forward the Town Council Policy with the changes suggested to the Town Council for consideration on August 9, 2016.

There being no further business the Finance Committee adjourned at 5:52 a.m.

2. TACAW Discussion.

TACAW discussion started with an overview of the Real Estate Transfer Assessment and the current Pre-Development Agreement which Tom Smith presented. He highlighted these areas,

- With respect to the RETA, 50% of the funds - subject to appropriation by the Town Council – are for the purpose building, maintaining, and an endowment

for an Arts Center on the Town-owned parcel. There is no commitment here to TACAW or any other entity. The Town has flexibility in determining if it wants to give the funds to a party such as TACAW or distribute the funds in some other way provided that it is for the identified purposes.

- The Pre-Development Agreement with TACAW designates TACAW as the Developer of Record of the Town-owned land. Paragraph 3.K obligates the Town to fund TACAW up to \$130,000 in 2015. "The Final Development Agreement shall address how additional Willits Arts RETA funds would be provided to TACAW." So at this time there is no commitment for more than the \$130K. Paragraph 4.B states that each party is responsible for its own costs and expenses incurred in carrying out the Pre-Development Agreement.
- Based on Resolution No. 16, Series of 2016, the deadline for a Final Development Agreement is September 30, 2016.
- The Town has no obligation to approve a Final Development Agreement.
- Either party may terminate the Pre-Development Agreement on 60 days' notice.
- As for the other 50% of the RETA, it is subject to appropriation by the Town Council "to build or acquire other public amenities," "in or immediately around the Town of Basalt." So there is much discretion as to the appropriation of these funds, and they are definitely not earmarked for the an Arts Center on the Town-owned land.
- The Restrictive Covenant also reserves to the Owner (Developer) the right to approve , with the consent of the Town , "Additional uses for which the funds may be used." Given the specificity as to the expenditure of the first 50% for an Arts Center, I do not believe that this provision can be interpreted to eliminate that commitment. I believe that this flexibility applies to the "the other 50%" only.
- The bottom line is that it is up to the Town whether they want to give TACAW anything more than the \$130K committed for 2015 and whether they even want to continue dealing with TACAW on the Arts Center project.

Following Mr. Smith's presentation the TACAW representatives, including Michael Lipkin, Ryan Honey, Jeff Orsulak then appeared before the Town Council Finance Committee.

Councilmember Grauer **(BG)** then asked the following set of questions and shared his comments with the TACAW representatives.

(BG) Neither TACAW use of funds report, nor the "TACAW Budget Proposal Oct. 2015 to 12.31.2016 show budget items or expenditures tracked directly to the Exhibit A Pre-Development Costs in the Pre-Development agreement.

TACAW response was that didn't track back to that budget directly but they were spending their money appropriately.

(BG) Please have TACAW allocate RETA funds spent in 2015 and 2016 to the Exhibit A categories.

TACAW said they could do that. Mr. Scanlon he actually finished up that allocation budget today and made it available to the Finance Committee.

(BG) For Pop up Events and Event/Donor Funding: please provide the detail on each event; date, time, location, audience, purpose, fees paid to individuals, and resulting pledges or donations and itemized invoices in 2015 and 2016.

TACAW said they could do that – but pointed out that many of those questions are answered in the Monthly report they share with Susan Philp, Basalt Town Planning Director.

(BG) For the Capital Campaign Consultant please provide the name of the consultant and the firm, the work product results and itemized invoices for 2015 and 2016.

TACAW said they are willing to do that but they also need to be careful with their donor list – they don't want to lose donors..

(BG) What are the sources and amounts of TACAW income or contributions or pledges; other than from the Town RETA accounts? Please provide the amount, date, donor/payer, purpose and kind of contributions received since TACAW's April, 2015 designation as an IRS 501C3 non-profit organization.

TACAW's answer was similar to the above.

(BG) Why did the TACAW board hire a Managing Director without having the proper accounting to understand its budget constraints and when Exhibit A identifies a managing director as a zero \$ budget item.

TACAW for many of the reasons you're asking questions. We were trying to get more professionally run and we think we've done that.

Councilmember Grauer then presented evidence that he said showed that Mr. Honey while a person familiar with fundraising isn't necessarily an ideal candidate for general management and wondered if he managed budgets before. Mr. Honey said he has and is comfortable doing it.

(BG) Why did the Town approve the monthly salary request to be paid 100 percent from RETA funds, without proper financial and progress reports necessary to justify such a large expenditures.

Councilmember Grauer said he was particularly disturbed by the poor performance of the Town Manager in not only tracking what TACAW was doing but communicating it to the Town Council. Councilmember Shwoerer also said that this was the most upsetting part to her given that Judi had been having problems with TACAW in the past. Mayor Whitsitt said that she knows that the CFO probably alerted our CEO and the fact he didn't do anything should warrant concern.

(BG) Lastly, why was the council not informed and involved in such a huge commitment to salary by the TACAW board and the Town manager of RETA funds, that was not budgeted?

Councilmember Grauer then reiterated his concerns about the Town Manager's performance related to TACAW.

Councilmember Grauer then made a series of motions that could be recommended to the Town Council for consideration. Among these motions were the following;

1. That the Town immediately cease any additional RETA payments to TACAW until there's a full accounting and understanding of what they're doing.
2. That the Town Council immediately consider the cancellation of the

predevelopment agreement with TACAW.

3. That the Town Council direct staff to cease any ongoing studies or work being done on the half of TACAW.

TOWN OF BASALT COUNCIL DISCUSSION ITEM	Date: August 19, 2016 From: Mike Scanlon, Town Manager Town Manager Approval: MS approved 8-19-16
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SUBJECT: Revision of Town Council Policy 110 -- Town Council Finance Committee.

RECOMMENDATION: Approve revisions to Town Council Policy 110 creating two citizen member positions and changing the times of the meeting.

DETAIL:

After presenting and earlier draft of this Town Council Policy to the Town Council Finance Committee,

The following four changes have been identified,

1. Change the meeting time of the committee from 8:00 a.m. to 5:00 p.m.
2. Change the meeting date to the second Wednesday of the month.
3. Create two citizen committee member positions.
4. Defines experience and education related to qualifications of citizen committee members.

History –

Originally in meeting with Town Councilmembers Schworer and Grauer we discussed two possible options in the establishment of a Town Finance Committee. Those options were,

1. Financial Advisory Board made up of citizens that were expert in finance.
2. A Town Council Finance Committee made up of the Mayor and two Town Council members.

In exploring the pros and cons of each we decided to recommend to the Town Council the establishment of a Town Council Finance Committee.

Currently –

It's now the direction of the Town Council that we modify the committee structure to include two citizens that have some level of financial experience to the Committee. This then reverses the original direction set by the Town Council and creates a Financial Advisory Committee. The title of the committee changes since it's no longer solely composed of Town Council members.

Questions to consider and resolve --

1. Will the committee still have the recommending authority to the Town Council if in the case of 3-2 vote -- two of the votes in the majority are that of citizen committee members. Meaning that a majority of town councilmembers on the committee were in opposition.
2. Should citizen committee member votes be equal to a Town Council members?
3. What will be the basis of selection for interviews? Financial knowledge? Local government knowledge? Local government financial knowledge? How will the Town Council write that selection criteria?
4. What Town Councilmember(s) will be in charge of vetting the resumes of potential members based on the selection criteria and scheduling the interviews of potential candidates?

Related Town Statute and or Town Actions: Town Charter Section 3.10 related to Council/Administration Relations.

TOWN OF BASALT
TOWN COUNCIL POLICY MANUAL

POLICY NO. 110

ESTABLISHMENT OF TOWN FINANCIAL ADVISORY COMMITTEE

1.01 Composition, Number of Members, Appointment and Chair

The Town of Basalt shall establish a Town Financial Advisory Committee (Committee). The Committee will be made up of the Mayor, two (2) Town Councilmembers and two (2) citizens. The Committee shall be appointed by the Town Council following April General Election. Appointments to the Committee shall be for a term of two years. The Committee shall at their first meeting appoint a Committee Chair.

1.02 Citizen Appointments.

Citizen committee member interviews and appointments will be conducted by the Town Council. All citizen members of the Financial Advisory Committee shall have education or experience in business or public finance, accounting or budgeting.

1.03 Meetings

The Committee meetings shall be scheduled monthly. All meetings are open to the public. The second Wednesday of the month at 5:00 p.m. shall be the regular committee meeting time.

All meetings shall be held at Town Hall unless otherwise specified. Additional meetings may be held upon the call of the Chair or upon the call of a majority of committee members, provided that all members shall be notified of such meeting at least 24 hours in advance of the announced start of the meeting and is consistent with Colorado Open Meeting Laws (COML).

1.04 Quorum

The Committee shall conduct business only in the presence of a quorum. A quorum shall consist of two three members. Town staff will be responsible to ascertain in advance whether or not a quorum will be present to conduct business.

1.05 Agenda

An agenda shall be developed by the Chair and related staff before each meeting. Individual councilmembers may request the addition of specific items to the agenda by contacting the committee chairperson or Town Manager. The Town Manager and department heads will participate in the presentation of information to the committee.

1.06 Votes

Meetings shall be conducted in an orderly manner. Generally, Roberts Rules of Order will be followed and should serve as a guideline in the conduct of committee meetings. Seconds to a motion are not necessary given the size of the Committee. The Committee Chair will preside over the meetings and is responsible for maintaining orderly discussion. Passage of (recommendation of an item) shall require a majority of those present and voting, including the chair. The chair of the committee cannot make a motion.

1.07 Minutes

Minutes shall be kept of all Committee meetings by staff assigned by the Town Manager. Distribution shall be made to the Mayor and Town Council and provided on the Town's web site.

1.08 Committee Responsibilities

The Committee shall be responsible for the review of policy matters dealing with Finance. This shall include but not limit review of the annual budget, annual audit, interim financial reports, acquisition of real property, major equipment purchases, capital projects and financially related policies.

Committee members shall not be involved in daily administrative tasks This is outlined in the Town Charter, **Section 3.10 Council/Administration Relations**, which states,

“Except for informal inquiry, Councilors and the Mayor shall deal with Town administrative personnel and employees solely through the Town Manager and shall not give orders directly to Town employees.”

Committee members shall deal with Town personnel matters on a policy review basis. Policy review means such things as personnel rules, job descriptions, or

salary schedules. Committee members either individually or as a committee shall not meet with an employee concerning personnel matters.

1.09 Significance of Committee Actions

Action of the Committee shall constitute recommendations to the full Town Council. No binding decision can be made in Committee on matters that should be brought before the full Town Council.

1.09 Responsibilities of Committee Chair

1. Conduct meetings of the Committee.
2. Report on Committee action to the full Town Council at the Town Council meetings.
3. Approve agendas for regular and special committee meetings.
4. Encourage participation and attendance of committee members.
5. Serve as principal liaison between the Committee and the Staff and Town Council on issues for which the Committee is responsible.

APPROVED BY THE TOWN COUNCIL ON MAY 24, 2016
APPROVED REVISION BY THE TOWN COUNCIL ON AUGUST 9, 2016

Town of Basalt
Accounts Payable
August 23, 2016

GENERAL FUND**Reimbursable**

Total Reimbursable	7,830.03
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Non-reimbursable

Payroll 8/12/16, Vision Insurance	122,744.06
Other Expenditures	334,933.51

Sub Total General Fund Non-reimbursable	457,677.57
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TOTAL GENERAL FUND	465,507.60
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Bond Fund:	582.76
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Total Bond Fund	582.76
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Conservation Trust Fund:	0.00
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Total Conservation Trust Fund	0.00
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Water Fund:	6,251.34
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Total Water Fund	6,251.34
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TOTAL ALL FUNDS	472,341.70
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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
08/16	08/23/2016	38483	AFLAC	514354	10-22760	568.62
08/16	08/23/2016	38484	ALPINE BANK	HSA 8/	10-22775	799.30
08/16	08/23/2016	38485	AQUATIC DISTRIBUTORS INC.	100481	10-66-430	99.99
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	589.80
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	92.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	77.40
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-45-540	62.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	589.80
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	184.96
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	38.70
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-45-540	62.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	92.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	196.60
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	92.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	393.20
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	277.44
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	38.70
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	92.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	589.80
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	184.96
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	77.40
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	92.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	38.70
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-47-600	92.48
08/16	08/23/2016	38486	ASPEN DAILY NEWS	910687	10-41-675	589.80
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24206	92.00
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24101	95.50
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24128	50.75
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24204	27.00
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24206	91.00
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24209	42.00
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24128	43.00
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-24210	56.75
08/16	08/23/2016	38486	ASPEN DAILY NEWS	B01034	10-45-540	94.25
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	307512	10-66-600	221.24
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	307749	10-66-405	331.80
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	308125	10-66-405	142.67
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	308125	10-66-405	248.85
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	308224	10-66-405	165.90
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	309339	10-50-600	68.74
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	309485	10-50-600	231.01
08/16	08/23/2016	38487	ASPEN MAINTENANCE SUPPLY	309668	10-66-405	248.85
08/16	08/23/2016	38488	ASPEN SKIING CO.	2016-2	10-36-650	1,390.00
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1007-0	10-45-315	58.28
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	10-45-310	6,589.16
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	31-40-310	97.13
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	31-40-310	291.38
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	51-45-310	58.28
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	31-40-310	194.25
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	10-45-310	20.27
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	10-24375	131.25
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	10-45-315	78.75

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1008-0	10-24204	26.25
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1121-0	10-24209	183.75
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1121-0	10-45-315	4,066.55
08/16	08/23/2016	38489	AUSTIN, PEIRCE & SMITH, P.C.	1121-0	10-45-315	761.58
08/16	08/23/2016	38490	BASALT PRINTING	001604	10-45-600	199.59
08/16	08/23/2016	38490	BASALT PRINTING	001618	10-45-600	83.00
08/16	08/23/2016	38491	BELINSKI TREE CARE, INC.	688854	10-70-710	2,000.00
08/16	08/23/2016	38491	BELINSKI TREE CARE, INC.	688857	10-70-710	2,250.00
08/16	08/23/2016	38492	BLACK SHACK ARCHITECTS, L	JULY 2	10-75-700	903.00
08/16	08/23/2016	38493	BOYD BIERBAUM	AUG C	10-62-530	30.00
08/16	08/23/2016	38494	CLARION ASSOCIATES	15030	10-47-330	500.00
08/16	08/23/2016	38495	CO DEPT OF PUBLIC HEALTH	WU171	51-45-570	715.00
08/16	08/23/2016	38496	COCINA DEL VALLE	LIQ. LI	10-32-110	575.00
08/16	08/23/2016	38497	COLORADO ANALYTICAL LABO	160802	51-72-405	254.00
08/16	08/23/2016	38498	COLORADO DISTRICT ATTORN	26366	10-54-600	37.00
08/16	08/23/2016	38499	COLORADO MTN. NEWS MEDIA	100335	10-41-675	405.00
08/16	08/23/2016	38500	COLORADO POOL & SPA SCAP	83816-	10-75-700	1,555.17
08/16	08/23/2016	38501	COMPUTER SPECIALISTS	4760	10-45-390	930.00
08/16	08/23/2016	38502	CONNECT ONE DESIGN, LLC	1297	10-75-700	3,839.05
08/16	08/23/2016	38503	CPS DISTRIBUTORS INC	234508	10-70-430	310.33
08/16	08/23/2016	38504	CROWN MOUNTAIN PARKS & R	54	10-64-625	390.00
08/16	08/23/2016	38505	ROBI DARCY	WW B	51-45-590	47.00
08/16	08/23/2016	38506	DINA PRIETO	FBI RE	10-54-590	173.47
08/16	08/23/2016	38507	EAGLE COUNTY CLERK/RECO	ESCRO	10-47-600	500.00
08/16	08/23/2016	38508	EARTH-WISE HORTICULTURAL,	63926	10-70-600	196.00
08/16	08/23/2016	38509	ECO-RIGHT SOLUTIONS	0572	10-70-350	750.00
08/16	08/23/2016	38509	ECO-RIGHT SOLUTIONS	0572	10-60-350	600.00
08/16	08/23/2016	38510	DIANA ELLIOTT	PRIVAT	10-64-350	27.00
08/16	08/23/2016	38511	EMPLOYERS COUNCIL SERVIC	110659	10-45-600	108.04
08/16	08/23/2016	38512	FAMILY SUPPORT REGISTRY	BLEVI	10-22770	240.00
08/16	08/23/2016	38512	FAMILY SUPPORT REGISTRY	MARTI	10-22770	200.00
08/16	08/23/2016	38512	FAMILY SUPPORT REGISTRY	SANTI	10-22770	54.16
08/16	08/23/2016	38513	FLORIDA DEPARTMENT OF RE	SANTI	10-22770	271.20
08/16	08/23/2016	38514	FOUR SEASONS PROPERTY M	16MT0	10-70-330	26,108.32
08/16	08/23/2016	38515	D.D. GERDIN	BEADE	10-64-350	171.00
08/16	08/23/2016	38516	GMCO LLC OF COLORADO	2688	10-60-432	60,889.58
08/16	08/23/2016	38517	GOODWIN S/T SERVICE	69366	10-50-415	600.00
08/16	08/23/2016	38518	GRASSROOTS TELEVISION INC	8405	10-41-681	376.00
08/16	08/23/2016	38519	GREG KNOTT	NAT, NI	10-41-675	552.03
08/16	08/23/2016	38520	HOLY CROSS ENERGY ASSOC.	AUG 2	10-50-410	79.90
08/16	08/23/2016	38520	HOLY CROSS ENERGY ASSOC.	AUG 2	10-60-412	629.17
08/16	08/23/2016	38520	HOLY CROSS ENERGY ASSOC.	AUG 2	10-70-410	365.07
08/16	08/23/2016	38520	HOLY CROSS ENERGY ASSOC.	AUG 2	10-66-410	1,289.77
08/16	08/23/2016	38520	HOLY CROSS ENERGY ASSOC.	AUG 2	51-72-410	566.49
08/16	08/23/2016	38520	HOLY CROSS ENERGY ASSOC.	AUG 2	51-73-410	2,290.19
08/16	08/23/2016	38520	HOLY CROSS ENERGY ASSOC.	AUG 2	51-72-410	19.66
08/16	08/23/2016	38521	IN THE SWIM	011762	10-66-405	172.99
08/16	08/23/2016	38522	JAIME'S SERVICES	3669	10-60-432	3,780.40
08/16	08/23/2016	38523	JEFF BLEVINS	AUG 1	10-62-530	30.00
08/16	08/23/2016	38524	JOHN WHITTIER	W/C IN	10-62-600	15.12
08/16	08/23/2016	38525	LARSON TRUCKING	1000-2	10-70-600	225.00
08/16	08/23/2016	38526	ROBERT LARSON	AUG 1	10-62-530	30.00
08/16	08/23/2016	38527	LEAF	667197	10-54-740	278.00
08/16	08/23/2016	38527	LEAF	669515	10-45-740	495.50
08/16	08/23/2016	38528	LESLIE T. GRAY	16-16	10-41-670	2,000.00
08/16	08/23/2016	38529	LEWAN & ASSOCIATES	IN1636	10-45-600	114.18

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount
08/16	08/23/2016	38530	MICHAEL SCANLON	AUG 1	10-45-530	150.00
08/16	08/23/2016	38530	MICHAEL SCANLON	AUG 1	10-45-580	600.00
08/16	08/23/2016	38531	Mountain Pest Control	70716	10-50-435	70.00
08/16	08/23/2016	38531	Mountain Pest Control	70717	10-50-435	65.00
08/16	08/23/2016	38532	MOUNTAIN WASTE & RECYCLI	106289	10-75-700	135.00
08/16	08/23/2016	38532	MOUNTAIN WASTE & RECYCLI	98421	10-50-415	435.00
08/16	08/23/2016	38532	MOUNTAIN WASTE & RECYCLI	99389	10-66-430	145.00
08/16	08/23/2016	38533	NAPA AUTO PARTS	174233	10-61-430	30.39
08/16	08/23/2016	38533	NAPA AUTO PARTS	175180	10-60-431	33.85
08/16	08/23/2016	38533	NAPA AUTO PARTS	175181	10-60-431	2.34
08/16	08/23/2016	38533	NAPA AUTO PARTS	175191	10-61-580	261.37
08/16	08/23/2016	38534	PAUL NEILSON	AUG 1	51-45-530	30.00
08/16	08/23/2016	38535	NEVE'S	LN-338	10-54-610	914.95
08/16	08/23/2016	38536	ONE SOURCE LIGHTING, INC.	13179	10-60-412	931.08
08/16	08/23/2016	38537	PAMELA SCHILLING	COUN	10-41-600	110.26
08/16	08/23/2016	38538	Pitkin County Treasurer	2016-B	10-54-530	92,111.00
08/16	08/23/2016	38538	Pitkin County Treasurer	35131	10-70-600	94.27
08/16	08/23/2016	38538	Pitkin County Treasurer	35131	10-60-600	200.75
08/16	08/23/2016	38539	PROPET DISTRIBUTORS, INC.	113965	10-50-600	1,116.95
08/16	08/23/2016	38540	RAC TRANSPORT	299528	10-66-430	88.64
08/16	08/23/2016	38541	RAUL GAWRYS	1016	10-45-390	440.00
08/16	08/23/2016	38542	RIVENDELL SOD FARM	63420	10-70-600	43.94
08/16	08/23/2016	38543	RIVER VIEW PLAZA HOA	4689/4	10-54-410	1,528.66
08/16	08/23/2016	38544	ROARING FORK RENTALS	231404	10-70-650	812.40
08/16	08/23/2016	38544	ROARING FORK RENTALS	231405	10-70-600	55.00
08/16	08/23/2016	38545	SARAH HORN	GRACE	10-24505	500.00
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	2014-4	10-24295	2,392.50
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	90040B	51-45-330	2,034.50
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	90040B	10-59-330	1,990.32
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	90040E	10-59-330	2,343.50
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	90040E	10-75-700	46.00
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	90040E	10-59-430	447.50
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	90040E	10-47-330	7,847.00
08/16	08/23/2016	38546	SCHMUESER GORDON MEYER	90040E	10-59-330	1,611.00
08/16	08/23/2016	38547	SDS CONSTRUCTION	1007	10-75-700	10,635.00
08/16	08/23/2016	38548	SEALCO	13806	10-75-700	41,600.00
08/16	08/23/2016	38549	SOURCE GAS	AUGUS	10-50-410	240.38
08/16	08/23/2016	38549	SOURCE GAS	AUGUS	10-70-410	49.28
08/16	08/23/2016	38549	SOURCE GAS	AUGUS	10-66-410	1,383.11
08/16	08/23/2016	38550	STAPLES BUSINESS ADVANTA	804035	10-45-600	137.12
08/16	08/23/2016	38550	STAPLES BUSINESS ADVANTA	804044	10-45-600	51.62
08/16	08/23/2016	38551	STRIPE-A-LOT	910	10-60-432	8,661.01
08/16	08/23/2016	38552	SUMMIT PAINT & DECORATING	AP642	10-75-700	146.27
08/16	08/23/2016	38553	STEPHANIE SYSON LLC	8.16	10-75-700	600.00
08/16	08/23/2016	38554	JUDITH TIPPETTS	AUG 1	10-45-530	75.00
08/16	08/23/2016	38555	TREVOR LALONDE	AUG 1	10-70-530	30.00
08/16	08/23/2016	38556	UNCC	216051	51-73-390	31.46
08/16	08/23/2016	38556	UNCC	216081	51-73-390	47.19
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	73537	10-75-700	94.70
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	73720	10-75-700	181.59
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	73768	10-75-700	85.52
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	73844	10-75-700	117.48
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	73969	10-70-430	1.49
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74080	10-75-700	162.72
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74135	51-73-600	25.48
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74137	10-75-700	97.03

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74230	10-75-700	77.88
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74460	10-70-600	20.97
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74498	10-60-600	19.99
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74704	10-50-430	21.99
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74760	10-75-700	115.34
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74821	10-66-405	12.45
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74829	10-70-600	29.97
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74859	10-60-431	7.49
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	74963	10-75-700	518.87
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75068	10-70-430	27.44
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75093	51-73-600	9.98
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75206	10-50-430	3.98
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	752223	10-70-430	5.77
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75240	10-70-600	11.96
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75261	10-50-600	25.98
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75383	51-73-600	9.99
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75410	10-41-670	73.97
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75417	10-60-411	22.53
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75475	10-50-435	19.17
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75495	51-72-430	7.78
08/16	08/23/2016	38557	VALLEY LUMBER COMPANY	75672	51-73-430	81.72
08/16	08/23/2016	38558	VALLEY VIEW HOSPITAL ASSO	14827C	10-62-350	169.00
08/16	08/23/2016	38559	VILLAS @ ELK RUN HOMEOWN	6101 A	10-50-435	302.69
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-45-230	35.64
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-47-230	36.84
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-54-231	183.78
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-58-230	20.82
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-61-230	2.01
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-60-230	3.00
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-62-230	39.24
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-64-230	11.61
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-50-230	20.82
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	51-45-230	22.62
08/16	08/23/2016	38560	VISION SERVICE PLAN	AUGUS	10-70-230	8.01
08/16	08/23/2016	38561	MATT WAGNER	AUG 1	10-62-530	30.00
08/16	08/23/2016	38562	WELLS FARGO FINANCIAL LEA	500327	10-47-740	2,424.96
08/16	08/23/2016	38563	WESSELLING, RYAN	AUG 1	10-62-530	30.00
Grand Totals:						329,970.46

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
1020200	.00	329,970.46-	329,970.46-
10-22760	568.62	.00	568.62
10-22770	765.36	.00	765.36
10-22775	799.30	.00	799.30
10-24101	95.50	.00	95.50
10-24128	93.75	.00	93.75
10-24204	53.25	.00	53.25
10-24206	183.00	.00	183.00
10-24209	225.75	.00	225.75
10-24210	56.75	.00	56.75

GL Account	Debit	Credit	Proof
10-24295	2,392.50	.00	2,392.50
10-24375	131.25	.00	131.25
10-24505	500.00	.00	500.00
10-32-110	575.00	.00	575.00
10-36-650	1,390.00	.00	1,390.00
10-41-600	110.26	.00	110.26
10-41-670	2,073.97	.00	2,073.97
10-41-675	4,176.93	.00	4,176.93
10-41-681	376.00	.00	376.00
10-45-230	35.64	.00	35.64
10-45-310	6,609.43	.00	6,609.43
10-45-315	4,965.16	.00	4,965.16
10-45-390	1,370.00	.00	1,370.00
10-45-530	225.00	.00	225.00
10-45-540	219.21	.00	219.21
10-45-580	600.00	.00	600.00
10-45-600	693.55	.00	693.55
10-45-740	495.50	.00	495.50
10-47-230	36.84	.00	36.84
10-47-330	8,347.00	.00	8,347.00
10-47-600	1,702.24	.00	1,702.24
10-47-740	2,424.96	.00	2,424.96
10-50-230	20.82	.00	20.82
10-50-410	320.28	.00	320.28
10-50-415	1,035.00	.00	1,035.00
10-50-430	25.97	.00	25.97
10-50-435	456.86	.00	456.86
10-50-600	1,442.68	.00	1,442.68
10-54-231	183.78	.00	183.78
10-54-410	1,528.66	.00	1,528.66
10-54-530	92,111.00	.00	92,111.00
10-54-590	173.47	.00	173.47
10-54-600	37.00	.00	37.00
10-54-610	914.95	.00	914.95
10-54-740	276.00	.00	276.00
10-58-230	20.82	.00	20.82
10-59-330	5,944.82	.00	5,944.82
10-59-430	447.50	.00	447.50
10-60-230	3.00	.00	3.00
10-60-350	600.00	.00	600.00
10-60-411	22.53	.00	22.53
10-60-412	1,560.25	.00	1,560.25
10-60-431	43.68	.00	43.68
10-60-432	73,330.99	.00	73,330.99
10-60-600	220.74	.00	220.74
10-61-230	2.01	.00	2.01
10-61-430	30.39	.00	30.39
10-61-580	261.37	.00	261.37
10-62-230	39.24	.00	39.24
10-62-350	169.00	.00	169.00
10-62-530	150.00	.00	150.00
10-62-600	15.12	.00	15.12
10-64-230	11.61	.00	11.61
10-64-350	198.00	.00	198.00
10-64-625	390.00	.00	390.00
10-66-405	1,323.51	.00	1,323.51
10-66-410	2,672.88	.00	2,672.88

GL Account	Debit	Credit	Proof
10-66-430	333.63	.00	333.63
10-66-600	221.24	.00	221.24
10-70-230	8.01	.00	8.01
10-70-330	26,108.32	.00	26,108.32
10-70-350	750.00	.00	750.00
10-70-410	414.35	.00	414.35
10-70-430	345.03	.00	345.03
10-70-530	30.00	.00	30.00
10-70-600	677.11	.00	677.11
10-70-650	812.40	.00	812.40
10-70-710	4,250.00	.00	4,250.00
10-75-700	60,910.62	.00	60,910.62
31-40-310	582.76	.00	582.76
51-45-230	22.62	.00	22.62
51-45-310	58.28	.00	58.28
51-45-330	2,034.50	.00	2,034.50
51-45-530	30.00	.00	30.00
51-45-570	715.00	.00	715.00
51-45-590	47.00	.00	47.00
51-72-405	254.00	.00	254.00
51-72-410	586.15	.00	586.15
51-72-430	7.78	.00	7.78
51-73-390	78.65	.00	78.65
51-73-410	2,290.19	.00	2,290.19
51-73-430	81.72	.00	81.72
51-73-600	45.45	.00	45.45
Grand Totals:	329,970.46	329,970.46-	.00

Report Criteria:

Report type: GL detail

Check Detail Amount = {<>} 0

2016 ADVANCED AGENDAS

11B

Tuesday, August 30, 2016 (Tentative)

Potential New Special Meeting to take Public Comments on Proposed Bond – Location to be determined

Tuesday September 6, 2016 SPECIAL MEETING

RESOLUTION

- Bond Resolution (2 ½ hr)

ORDINANCES

- 1st or 2nd Reading on Amended CSC and Other Zone District Amendments (45 min)

Tuesday September 13, 2016 WORKSESSION AND LEGISLATIVE

WORKSESSION

- TACAW (1 hr)
- Southside Land Use and Traffic: Introduction to Stott's Mill and Habitat for Humanity (1 hr)

ORDINANCES

- 1st Reading on Marijuana Ordinance- Land Use and License (20 min)

Tuesday September 27, 2016 WORKSESSION AND LEGISLATIVE

ORDINANCES

- 1st Reading Recycle Ordinance (20 min)
- 1st Reading on Stott's Mill (1 hr)
- 2nd Reading on Marijuana Ordinances – Land Use and License (10 min)

RESOLUTIONS

- Predevelopment Agreement with Habitat for Humanity and School District (1/2 hr)

Tuesday October 11, 2016 WORKSESSION AND LEGISLATIVE

WORKSESSION

- 2017 Budget Worksession (3 hr)

ORDINANCES

- 2nd Reading Recycle Ordinance (10 min)
- 2nd Reading on Stott's Mill (35 min)

*** Note: Schedule could change to allow for consideration of the proposed bond resolution based on the November Election Calendar.**

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
2017 Budget Discussions

OTHER DISCUSSION ITEMS IDENTIFIED BY STAFF

Adopting the 5 Yr. Capital Improvements Plan
Valley Rd/El Jebel Road Alignment
Code amendment Chapter 8 – Parking rules
Public Works Manual
Worksession – BDBA& Chamber
Presentation Colorado Parks and Wildlife – Bear Aware
Traffic Calming throughout Town
Green Team Update
Flood plain regulations
Southside Traffic Study

LAND USE APPLICATIONS

Arbaney Kittle PUD Amendment- Pursuant to pre-development agreement
Town Park Arts Parcel – TACAW Approvals
Stott's Mill PUD Amend and Reinstate & Sketch Plan

August 15, 2016

Town of Basalt
100 Midland Ave
Basalt, CO 81621

RE: Basalt Childcare Coalition 2017 Budget request

Thank you for the generous funding for childcare financial aid in 2016, it has meant great care at rates families can afford for numerous children in the Basalt area! As we have learned throughout 2016 – while the funding the Town of Basalt has so generously given us has been able to help a number of our local families – the funding we have been able to use for tuition assistance has been greatly hampered by current capacity.

During 2017 we would like to focus a bit more on capacity while maintaining support for families through tuition assistance.

Part of this capacity piece is to help existing programs expand their care and new programs to get started. We recommend budgeting \$10,000, for programs establishing new preschool spaces. This allocation will offset necessary renovation and start-up costs that are often not supported through other funding opportunities.

A second piece of this capacity work is to continue with existing work being done to identify and move forward on plans for one or more new locations. We are allocating \$10,000 in our request to this effort to continue to work with architects on plans for currently identified properties.

Currently in the mid-valley there is one program that offers infant care. Blue Lake Preschool has space for 10 infants (6 weeks to 1 year+). In infant programs, due to student/teacher ratios for this young age-group and licensing limitations on total students per classroom, programs lose money. In order to break even at this age group, the cost to families would be astronomical. The answer thus far has been that programs just don't offer care to children under 12 months of age. The Basalt Childcare Coalition is proposing a subsidy plan as an incentive for programs to offer more infant care, helping to support our working families so they can stay in our portion of the valley and remain a key part of the work force. We would like to see the Town of Basalt support a subsidy of \$1,000 per infant (12 months and younger) per year in a program, and \$500 per toddler (12 – 36 months) per year in a program. Currently, with Honeytree proposing to add 10 infant spaces, and Blue Lake Preschool having 10 spaces – this could be as much as \$20,000 per year for infant subsidies and between the potentially 6 programs/50 toddler spaces in the greater Basalt portion of the valley would amount to \$25,000 in toddler subsidies. The important part of this request is that it would allow approximately 30 infants and 65 toddlers to access the amount of childcare that fits their needs. This funding can help off-set the financial loss to preschools providing this critical workforce support that is one of our highest needs in the valley. We will be asking the Ready for Kindergarten action team for a match to this funding through the Cradle to Career Initiative. Growing Years is not included in our numbers only because at this point, their program receives infant/toddler subsidies through Kids First and the City of Aspen.

In the affordability arena – we would like to continue to offer our families childcare tuition assistance to make quality childcare an affordable choice as they balance the costs of living and working in our community. During the last year we have followed a childcare expense/income ratio of roughly 15% - which allowed families to remain here and a part of OUR workforce. Based on past expenditures in this area, and the increased capacity that we will have in 2017, we see the need here being increased to (and possibly above) \$70,000 for the year.

We talk a lot about our "3-legged stool" – and the third leg of that stool is Quality. The Coalition recommends \$25,000 be made available to programs who apply for quality improvements, such as professional development, coaching, materials, or curriculum assistance needed in existing programs. Quality improvement is site/staff

specific, therefore programs would apply for these funds, and establish the need for the improvement that they are making. This number was established by taking the 25 existing/proposed classrooms in our mid-valley/Basalt area and allocating \$1,000 per classroom as a budget figure.

This brings our total request for the 2017 year from the Town of Basalt to \$155,000. This isn't an ultimate answer to the need, but it moves us in the direction of that answer. We are hoping to flesh out during 2017 the actual cost of new spaces housing new programs, and have some numbers to reach for (hopefully with the much talked about Eagle County or Basalt sales tax on a future ballot). We are hoping with sustainable funding in the future, the community can continue to create new, spaces to meet our capacity needs, maintain affordability and increase quality of child care in our portion of the valley – encouraging young families to stay here, to work here, to be a part of our vibrant economy and workforce.

We so appreciate both the time and funding commitments the Town of Basalt has so far provided. We appreciate the Town of Basalt's ongoing support of our young families, our businesses trying to staff their operations, and our overall community health. By bridging this gap until our voters can provide the sustainable funding our community needs, you will help keep our families working and our children ready for school and beyond.

Most Sincerely,

Basalt Childcare Coalition

Shirley Ritter (City of Aspen),
John Bennett (Aspen Community Foundation),
Cara Borchers (Growing Years School),
Cindy Gray (RF School District),
Jonathan Godes (Early Childhood Network),
Morgan Jacober (Manaus Fund),
Jennifer Sauer (Alpine Bank),
Suzanne Wheeler – del Piccolo (Basalt Elementary School),

Ligia Bonilla (CCCAP Family Engagement Coordinator)
Gretchen Brogdon (Aspen Community Foundation),
Adele Matthee-Melnick (Growing Years School),
Michelle Oger (Blue Lake Preschool),

with support from town staff Mike Scanlon, Susan Philp, and Denise Tomaskovic.

DRAFT spending plan for Town of Basalt Funding

	Basalt \$
Capacity	
Purchase materials for new rooms	\$ 10,000
Architect	\$ 10,000
Infant subsidy - birth to 12 months	\$ 20,000
Toddler subsidy - 12 mo to 3 yr	\$ 25,000
Cost - Affordability	
Financial aid program	\$ 70,000
Quality	
Quality improvement grant application	\$ 25,000
School Readiness	
Jumpstart at BES - 2014 cost for 30 children for 5 weeks - will be 6 weeks and possibly 45 children in 2015	\$ -
Total	\$ 160,000

Matching \$	Source	Total
\$ 20,000	Rocky Mountain Early Childhood Council - 1291 grant	\$ 30,000
		\$ 10,000
\$ 20,000	Request to Aspen Community Foundation and other funders.	\$ 40,000
\$ 25,000		\$ 50,000
		\$ -
		\$ -
		\$ 70,000
		\$ -
\$ 1,200	Aspen Community Foundation	\$ 26,200
		\$ -
		\$ -
\$ 32,000	Aspen Community Foundation CCI, BES	\$ 32,000
\$ 98,200		\$ 258,200

Kitchen Cabinet – Minutes
August 12, 2016

Discussion on Creating a Common Vision:

Our goal is to share the draft with the community and add draft inspirations for people to comment on. We want to share it in an outdoor friendly, chalkboard/color pen, feedback way. Print the DRAFT vision in English & Spanish

- What do you love about Basalt?
- What do you want in Basalt?

For example:

- I love Basalt because it has two great walkable town centers
- I love being able to play in the rivers and fountains of Basalt

Plan to involve the community: make four chalk-board signs, move them around the community, take pictures of them as they evolve.

Ballot language:

We discussed the proposed ballot language and how to make it specific enough for wide buy-in without it being overly prescriptive. A bit of wordsmithing occurred and we made suggestions to the flyer so that it could be informative and address misperceptions that can occur because of the constitutional restrictions on the actual ballot language.

We discussed some talking points about a plan to value engineer the park to minimize expense, raise \$ from other open-space partners, and pay off the debt early just like we are doing on the 2013 debt which is currently expected to be paid down 3 years early.

Thoughts to include some of the graphics: including the plan view of the map with property lines for the finances & a plan view of the vision.