

**SILVERTHORNE TOWN COUNCIL MEETING
AGENDA FOR MAY 13, 2015- 6:00 PM**



- I. CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA
- II. PLEDGE OF ALLEGIANCE
- III. STAFF COMMENTS1
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- X. DISCUSSION ITEMS
- XI. EXECUTIVE SESSION

Executive Session pursuant to Charter section 4.13(c) and CRS 24-6-402(4)(b)(e) to receive legal advice on specific legal questions; and to determine position, develop a strategy and instruct negotiators, regarding South Maryland Creek Ranch and pursuant to Charter section 4.13(c) and CRS 24-6-402(4)(f) for a discussion of personnel matters.
- XII. INFORMATIONAL
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- XIII. ADJOURNMENT

* Citizens making comments during Citizen’s Comments or Public Hearings should state their name and address for the record, be topic specific, and limit comments to 3-5 minutes. Council may add citizen Comment items as an Action Item by motion; however, the general policy is to refer citizen comments for review and recommendation. Public presentations must be pre-arranged a week in advance with the Town Manager and limited to 10 minutes.

**COUNCIL WORK SESSION:
TOPIC:**

**MAY 12, 2015 – 6:00 P.M.
PUBLIC WORKS STRATEGIC PLAN &
TOWN CORE STREET DESIGNS**

**SILVERTHORNE TOWN COUNCIL WORK SESSION
PUBLIC ISSUES SCHEDULE
2015**

*The Council Work Sessions are held every 2nd and 4th Tuesday of each month and begin at 6:00 p.m. with open discussions. The following issues will be addressed from 6:15 p.m. until completed. Additional items to be discussed will be scheduled as time permits.
"OPEN" indicates a topic has not yet been selected.*

MAY 26 2014 FINANCIALS

JUNE 9 OPEN

JUNE 23 OPEN

JULY 8 OPEN

FUTURE WORK SESSION DISCUSSION ITEMS:

MARIJUANA REGULATIONS
HOUSING AMI
ABANDONED BUILDINGS

May 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Payroll	2
3	4	5 Planning Commission	6	7	8 Payroll	9
10	11	12 Work Session	13 Council Meeting	14	15 Country Western Dance Feat Walker Williams—Pavilion Payroll	16 Silverthorne Town Clean-Up Day. Meet at Rainbow Park
17 Dance Recital—Pavilion	18	19 Planning Commission	20 Court	21	22 Payroll	23
24/31	25 Rec Center Hours: 10:00 a.m.—6:00 p.m.	26 Work Session	27 Council Meeting	28 SPORT Meeting	29 Payroll	30 Pirate Day at the Pool!
	TOS Holiday					

June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Planning Commission	3 Summer Free Day	4	5	6 Kid's Fishing Derby—Trent Park
7	8	9 Work Session	10 Council Meeting	11	12 Payroll	13
14	15	16 Planning Commission	17 Court	18 World's Largest Swim Lesson SPORT Meeting	19 Silverthorne Storm— Gymnastics Meet	20 Silverthorne Storm— Gymnastics Meet
21	22	23 Work Session	24 Council Meeting	25 Summer Evening of Family Fun	26 Slide N Slip— Rainbow Park Payroll	27
28	29	30 Planning Commission				

July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
		Work Session	Council Meeting		Payroll	
12	13	14	15	16	17	18
		Trail to Trail Walk & Hike	Court			
		Planning Commission		SPORT Meeting		
19	20	21	22	23	24	25
		Girl Power—Pavilion				
		Work Session	Council Meeting		Payroll	
26	27	28	29	30	31	
		Yoga Basics—Pavilion				

Rec Center
Closed—
Independence Day

TOS Holiday for
Independence Day

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager 
FROM: Susan Schulman, Executive Assistant to the Town Manager 
DATE: May 7, 2015 for Meeting of May 13, 2015
SUBJECT: Staff Comments

Attached please find the Staff Comments and Updates for the May 13, 2015 Town Council Agenda and Meeting. This includes:

1. Administrative Services Update
2. Public Safety Update
3. Public Works Update
4. Community Development Update
5. Recreation & Culture Update

ACTION REQUIRED

No action is required; these items have been submitted for informational purposes.

Administrative Services – May 7, 2015

Fiscal Year 2014 – While the calendar says 2014 is long-gone; we still are working on 2014 financials. The majority of the 2014 annual financial reports is complete and is just waiting on the Auditors to conduct the annual audit. We're finalizing the capital assets reports and the statistics section of the report. The Auditors are scheduled to be here the week of May 18th.

Town Accountant, Tonda McArthur, is the audit leader. She'll work directly with the Auditors, Swanhorst & Co., LLC, organizing the audit work-papers and answering most of the questions from the Auditors. Other staff members involved with the audit include: Revenue Administrator, Kathy Marshall and Accounts Payable/Payroll Clerk, Linda Majors. Finance Director, Donna Braun, over sees the audit in general and assists with the preparation of the final financial statements.

The 2014 Financial Report will be presented to Council at the Tuesday May 26th work session.

Lease/Purchase RFP – The Town will soon be going to bid for lease /purchase financing on the recently bought and delivered Sweeper. We're waiting on the final invoice from the vendor of the sweeper so we know the amount to finance.

Payroll Time Entry – In 2014, the Town upgraded to a new payroll and human resource software system. The upgrade was a major project, taking most of the year to fine tune the system to where it's fully understood and functioning at full capacity. The last major piece of this conversion is adding a time entry system. The system works like a time clock system where employees check-in and out of their work day. However, it's much more than that as its computerized and will download into our payroll system thus eliminating the data entry of timesheets. It will help employees and supervisors track time worked and time off. We'll be starting with the Joint Sewer Authority (JSA) employees as they are a small group. Training takes place this week and we should be using the system for JSA starting this next payroll.

2015 Business Grant Program – The 2015 Silverthorne Business Grants requests have been reviewed by the Silverthorne Economic Development Advisory Committee (EDAC) and their recommendations are being brought to the Town Council for final approval. Introduced in 2012, this two-track program provides grants to local businesses via a competitive application review process. The grant applications are from businesses that wish to install traditional site improvements such as facade improvements, new signage, landscaping and other architectural upgrades. Additionally, grants request include businesses interested in undertaking capital investments that bring new jobs or other economic development benefits to the community. The Town will issue grants totaling \$40,000.

Website Upgrade – We will be renewing our contract with Vision Internet, the company that hosts our website: www.silverthorne.org. Susan Schulman is in the process of negotiating a contract that will upgrade the content management system. This will enhance the website management process for staff who post information from their department. The upgrade will also include features such as responsive design, which will allow the website to detect the screen resolution of the user's device – mobile phone, tablet, desk top monitor size – and

automatically respond to optimize the view. The upgrade will not be a total redesign of the website because we feel that it functions quite well now as a key tool to communicate with citizens, businesses and visitors alike.

Public Safety – May 7, 2015

Incidents – On 04-24-15 Officer Watson was investigating a motor vehicle accident on the I-70 westbound on ramp. While speaking to the driver he could smell the odor of alcohol emanating from his person. The driver said he had not had anything to drink and it was a mechanical problem that caused him to crash into a guardrail, wedging the front of the truck under the guardrail. All this happened with clear roads, on a clear day, with no other traffic around. The problem was the evidence did not verify his statements, which was double checked by a certified accident investigator. The driver claimed the alcohol odor was from using Listerine due to a bad tooth, but that was also discounted by his failure to perform simple roadside maneuvers. The driver was arrested and charged with DUI, amongst other charges.

On 05-05-15 Detective Barger and Sergeant Siebel responded to a suspicious person at a local apartment complex. Upon their arrival they spoke with a lady, who was visibly upset, stating that a man had tried to enter her unit. She described the suspect to officers and while looking for the suspect, officers located an abandoned bag in the same area. Inside the bag was a jail picture ID of the suspect, which the lady identified as the subject she had described. The male was then located nearby and refused to speak with the officers. He was found to be in possession of burglary tools and carrying identifying information of other unknown victims. One of the victims was contacted, who confirmed the suspect should not be in possession of her personal identification. The suspect was arrested and charged with multiple felonies.

Since the last Council Meeting, there have been multiple juveniles contacted who were in possession of marijuana. Due to the efforts of our officers, we have been able to track down where most of this marijuana is coming from, which was not from the dispensary in Town! Our officers followed up with the State and referred all information to them for follow up.

In addition to the above officers handled; multiple motor vehicle accidents, thefts, disturbances, frauds, harassments, intoxicated persons, road closures, numerous other agency assists, as well as business and area checks. Officers also participated in municipal court and county court proceedings, and initiated many traffic citations and warnings.

Department Training – Officers Fliszar and Ponedel attended a basic investigator's class to learn how to investigate more complex crime scenes. Chief Hanschmidt, along with Sergeants Osborn and Siebel, attended a seminar outlining the current best-practices amongst law-enforcement professionals. Officer Ponedel is attending a class to learn how to be a training officer. Several officers are attending a rifle class locally, sponsored by the Sheriff's Office.

Staffing – The department is down one officer and one sergeant. An advertisement has been placed and several applications have already been received for the officer position. The sergeant position will remain vacant until the officer position is filled. Officer David

Siderfin has completed his field training and has been released for solo status.

Public Works – May 7, 2015

Streets – We continue lots of spring cleanup, both on our streets, sidewalks, paths and green spaces.

Parks – We have hired 6 summer seasonal employees.

JSA –The nutrient removal project continues with expected completion late next summer. Lots of activity going on inside the plant, both by our contractor as well as by our own staff

Utilities – Utility staff is busy with various maintenance work to all of our systems, as well as working with contractors on the various construction projects around Town.

Projects – The Pool Pak replacement project has been awarded and the contracts signed. The new unit has been ordered. The pool pump and filtration room upgrades are out to bid, with the bid opening today. Both the Pool Pak and the pool pump room projects will take place in late August thru September during a 5 week pool shutdown. Since we have many other projects in the center at the same time, including replacing all tile and carpet throughout the building, we are also planning a complete building shutdown in late August at the start of the longer pool shutdown.

Master Transportation Plan Update – We will be doing new traffic counts this summer at key locations. We will be updating the existing plan and recommendations, with some more detailed and specific analysis and recommendations for Adams Avenue and for Highway 9 from the interchange down to 6th Street.

Public Works Strategic Plan – This project has been awarded to SGM out of Glenwood. Council will be asked for input at your May 12 work session.

Old Dillon Reservoir – Is now full!

Community Development Department – May 7, 2015

Blue River Trail – The wetland mapping for Segment 6 has been completed and the ACOE reviewed and approved the delineation. The design has been modified and the next step would be to acquire the necessary easements, meet with FEMA concerning the flood plain, and Army Corps of Engineers concerning wetlands.

Xcel Substation – An agreement is in place for the road restoration of Bald Eagle Road. As spring approaches, staff has met with representatives of Xcel concerning the condition of Bald Eagle Road and the necessary improvement to return it to pre substation construction status. The overhead lines have been removed across Smith Ranch and the substation is on line.

District Design Standards – Lina Lesmes has been meeting with a subcommittee made up of EDAC and Town Council members to discuss revisions to the District Design Standards.

These standards will set the guidelines for development within the Town commercial districts. The committee is currently working on the Riverfront Standards.

South Maryland Creek Ranch – Staff and Town Council has met with the applicant concerning the proposed Major PUD Amendment for South Maryland Creek Ranch. The applicant has submitted for the Major PUD Amendment. The Town Council held their Public Hearing on the issue on March 11 and has continued the application until May 27.

Recruitment – The Community Development Department has hired Greg Roy as the Planner I/Community Service Officer. Greg will start on June 3.

Lake Dillon Theatre Company (LDTC) – The RFP interviews are complete and staff has recommended that we proceed with the team of Shaw/Semple Brown/Mary Hart.

Arctic Placer Park, Trent Park, Angler Mountain Open Space – The RFP interviews for Design Services for these parks have been completed and DHM Design has been selected to proceed with these designs.

Current Applications – The following is a list of applications which have been submitted to the Community Development Department and are currently being processed (ex parte rules apply):

- South Maryland Creek Ranch – Major PUD Amendment
- Foxfield Townhomes – PUD/Site Plan
- Rainbow Run – Site Plan
- Way to Grow – Site Plan Modification
- Angry James Brewery – Site Plan
- Angler Mountain Ranch Lakeside Townhomes, Filing No. 7
- Angler Mountain Ranch Filing No. 3 – Third Amendment
- Coldagelli – Site Plan Modification
- Breckenridge Commercial Laundry – Site Plan Modification

Recreation and Culture – May 7, 2015

Recreation Center – Eight proposals were received for the Arts and Culture Strategic Plan. Interviews were held with the top four firms and second interviews with the top two candidates will be held next week. We are excited to have quality firms proposing to the Town for this project. Staff plans to recommend entering a contract with a selected firm at the May 27 Council Meeting.

There will be some dust and commotion around the Recreation Center pool patio in the next couple of weeks when contractors are on site to replace the patio concrete. The patio surface has been deteriorating over the last several years and this replacement will make the area much more pleasant and safe for guests. In addition to the aesthetic improvement, the stairs will be removed and replaced with a ramp, which will bring the exit into ADA compliance. During this project, the inoperable outdoor hot tub will also be removed.

On May 7, the Recreation Center will host 30 Silverthorne Elementary (SVE) students for an all day camp during the School District's reading assessment day. Students do not attend

regular school hours on that day, but they are required to attend a short testing time with their teachers at a pre-scheduled time. Our partnership with SVE allows parents to enroll their child in the Recreation Center camp and SVE provides bussing to and from the Recreation Center so students can attend their testing time.

Town Clean Up Day is scheduled for Saturday May 16. Put on your gloves and bring your family, friends and neighbors out for a morning of sprucing up our community. Meet at Rainbow Park at 9:00 a.m. for coffee, trash bags, and an area assignment then head out to our neighborhoods, business areas, parks, trails and open spaces to pick up a winter's worth of unwanted trash. Leave filled bags curbside where Public Works crews will pick them up. Find something "UNUSUAL"? Bring it back to the park and be entered into a drawing for a prize. A community thank you picnic will be served at noon for all volunteers.

The Silverthorne Recreation Center Dance program will hold their year-end dance recital at the Pavilion on Sunday, May 17. Approximately 80 participants ranging from preschoolers to adults will perform a variety of dance techniques including ballet, tap, jazz, and hip hop. This year's theme is Seashore to Sea. The performance begins at 6:00 p.m. and is free and open to the public. A special thanks goes to Dance Instructors Jennifer Voxakis and Debbie Whitmore, whose passion and dedication contribute to the program's success.

Renee Rogers, Fitness Coordinator, is excited to announce the availability of QR codes on many pieces of fitness equipment. What is a QR code? It is a code that you scan with your smartphone and has a video link to directions to use the equipment. In conjunction with that, Renee is working with SCTV to complete additional instructional video clips for our members and guests.

After Prom was Saturday, April 25 from 11:00 p.m. until 4:00 a.m. This year's committee had a stellar line up of activities. The lobby was once again turned into a casino, complete with a photo booth and D.J. New this year were Tumble Bubbles in the pool, which turned out to be a huge draw and tons of fun. A band comprised of high school members played in the gymnasium for 30 minutes before a Minute To Win It game, followed by the ever popular Hypnotist Show. Cammeez was here throughout the night offering drinks and coffee with other free food items all night. Several staff members are needed to pull off this event, including facility staff, lifeguards, and custodians. Thanks also goes to the After Prom volunteer committee for doing an exceptional job turning the facility back over to us for regular business hours. There was minimal cleaning that needed to be completed before opening our doors at 8 a.m. After Prom is a granted use by Town Council and a truly valuable community event.

Silverthorne Recreation Center was seen center stage at the 2015 9Health fair Total Wellness Zone on Saturday, April 18. The Total Wellness Zone (new this year) was a community partnership between the health fair and community businesses to offer participants ways to get, or stay healthy. Silverthorne Recreation Center was a natural partner. Led by Fitness Coordinator, Renee Rogers, our team was able to engage participants using hula hooping, mini jump ropes, and flex bar moves. After sharing a shake, jump, swivel or two, our team connected participants with Recreation Center membership info, fitness tips, body fat composition testing and other general information

about the Silverthorne Recreation Center. About 900 community members attended the fair.

On April 21, Ben Way, Head Gymnastics Coach, coached two tumbling classes accommodating about 25 families that were referred through the Family Intercultural Resource Center. Many of the parents and children did not know English and Ben has a limited vocabulary in Spanish, so there was a lot of creative communication in teaching the class. All appeared to have a good time, and many of the participants were first time users of the Silverthorne Recreation Center.

Donated 5-punch passes to Upper Blue Elementary Teacher Appreciation Week and Chelsea Hutchison Foundation. The value of each pass is \$60.

SPORT – The Town received four proposals for design of the Three Park Master Plans, Arctic Placer, Trent Expansion and Angler Mountain Open Space. Proposers included SE Group and Mary Hart Design, DHM Design, Neils Lunceford and BHH Partners, and Ceres+ and Zehren & Associates. Interviews were held on April 27. The interview panel included three staff members, one Town Council Member and three SPORT Committee Members.

Pavilion – The Silverthorne Pavilion will host the annual end of season Country Western Dance next Friday, May 15. This event features Mike “Tex” DeGarie with guided dance instruction from 7-8 p.m. followed by the Walker Williams Band that will play from 8-11 p.m. Tickets are \$15 at the door. As always, guests are welcome to bring in their own snacks and a cash bar will be available.

The Pavilion is in the process of replacing the exterior nana doors (accordion folding patio doors). The current doors are constructed with wood, so they expand depending on temperatures and sunlight. This can make it difficult to open and close the doors at certain times of the year, specifically during summer months. We will be replacing them with a very similar design, but instead of wood, they will be constructed a metal material that will eliminate this expansion problem. Doors have been ordered and we anticipate installation in the next couple of months. This project is budgeted in the Town’s Asset Management Plan.

Pavilion staff is gearing up for a busy summer of weddings with roughly 70 weddings on the books so far. Bar operations are running smoothly and with that transition, staff has been working to convert from the previous Pavilion calendar system to full integration with the new computer software, Total Party Planner. Staff continues to work with 2016 to brides to accommodate questions and concerns that arise in relation to the construction of the new Lake Dillon Theatre facility.

Staff has been working with Miller Farms to produce another Farmers Market for this summer. Currently we have six committed vendors that include Miller Farms, Uncle John’s Fruit Stand, Green Mountain Dips, a jewelry vendor, and two coffee vendors. This is the base that we were hoping for and we anticipate the number of vendors growing. The markets will be held every Tuesday from 9:00 a.m. to 2:00 p.m. beginning June 16 and running through September. A major change from last year is that the Town will coordinate the markets. Last year’s events were managed by Miller Farms.

Upcoming Pavilion Events:

- May 7 Wedding
- May 8 Wedding
- May 9 Wedding
- May 11 Dancing and Delectables
- May 12 Yoga
- May 13 Zumba
- May 15 Country Western Dance
- May 16 Friends of the NRA
- May 17 TOS Dance Recital
- May 20 Zumba
- May 22 Summit Preschool Barn Dance
- May 23 Wedding
- May 24 Wedding
- May 25 Wedding
- May 26 Yoga
- May 27 Zumba
- May 29 Wedding
- May 30 Wedding
- May 31 Wedding
- May 5 Yoga
- May 5 Blue River Watershed Group Meeting
- May 6 Art Strategic Planning Interviews
- May 6 Zumba
- May 7 Wedding
- May 8 Wedding
- May 9 Wedding
- May 11 Dancing and Delectables

Town of Silverthorne
Council Agenda Memorandum

TO: Town Council
THRU: Ryan Hyland, Town Manager *RH*
FROM: Michele Miller, MMC, Town Clerk *YMM*
DATE: May 5, 2015
SUBJECT: Town Council Meeting Minutes from April 22, 2015

SUMMARY: Staff asks the Town Council to approve the Town Council Meeting minutes from April 22, 2015.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes from the meeting.

PROPOSED MOTION: Included in the Consent Calendar motion.

ATTACHMENTS:
Meeting Minutes

MANAGERS COMMENTS:

SILVERTHORNE TOWN COUNCIL
Meeting Minutes
Wednesday, April 22, 2015

CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA:

Those members present and answering Roll Call were Mayor Bruce Butler, Council Members Derrick Fowler, Peggy Long, Russ Camp, and Ann-Marie Sandquist. Jon Bird and Stuart Richardson absent. Staff members present were, Town Manager Ryan Hyland, Administrative Services Director Donna Braun, Recreation Director Joanne Cook, Public Works Director Bill Linfield, Assistant Town Manager Mark Leidal, Planner II Lina Lesmes, Senior Planner Matt Gennett, Utilities Manager Zach Margolis, Town Attorney Matt Mire and Town Clerk Michele Miller.

The Pledge of Allegiance was recited by those present.

STAFF COMMENTS:

Cook updated Council on the RFP out for an Art and Culture Plan. The Recreation Center will host the Summit High School After Prom on April 25th. Staff participated in the 9News Health Fair and Summit Middle School fitness classes. They have a new program "Fitness for Hire" where one complimentary private session is offered to Corporate Membership members.

COUNCIL COMMENTS:

None.

CITIZEN COMMENTS:

Mike McComb 307 Lagoon Lane, expressed his concern regarding the Summit Stage bus route still driving through Lagoon Lane. This is a residential area and he requested the speed bump be reinstalled.

Hyland let everyone know that the next Summit Stage meeting is April 29th, at the Senior Center and this item is on the agenda for discussion.

CONSENT CALENDAR:

SANDQUIST MOVED TO APPROVE THE CONSENT CALENDAR INCLUDING THE MINUTES FROM APRIL 8, 2015. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL PRESENT. (RICHARDSON AND BIRD ABSENT)

PUBLIC PRESENTATIONS:

None.

LIQUOR BOARD:

None

PUBLIC HEARINGS:

ORDINANCE 2015-02; AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE ADOPTING BY REFERENCE THE 2014 NATIONAL ELECTRICAL CODE AND AMENDING THE 2012 INTERNATIONAL BUILDING CODE, 2ND READING
Public hearing opened.

Mark Leidal presented Ordinance 2015-02 for Council's consideration. He reviewed the staff report and recommended approval. He introduced Scott Hoffman, Summit County Government's Chief Building Official, to take any Council questions.

No public comment, Public Hearing closed.

CAMP MOVED TO APPROVE ORDINANCE 2015-02; AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE ADOPTING BY REFERENCE THE 2014 NATIONAL ELECTRICAL CODE AND AMENDING THE 2012 INTERNATIONAL BUILDING CODE, 2nd READING. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (BIRD & RICHARDSON ABSENT)

ACTION ITEMS:

A. Ordinance 2015-04; a 2015 Appropriation Ordinance, 1st Reading

Donna Braun Finance Director presented Ordinance 2015-04 to Council for consideration. She reviewed the staff memo outing the adjustments to revenues and expenditures as related to operations, capital projects and transfers between funds. She recommended approval.

Butler asked about the improvements to Warren Avenue.

Linfield reviewed the drainage improvements being made to Warren Avenue.

LONG MOVED TO APPROVE ORDINANCE 2015-04 ON FIRST READING, AN ORDINANCE AMENDING THE 2015 BUDGET AS PRESENTED. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD & RICHARDSON ABSENT)

B. Site Plan Modification – Breckenridge Commercial Laundry, 330 Warren Avenue, Lot 9, Silverthorne Heights Subdivision

Lina Lesmes, Senior Planner, presented the applicant's request for approval of a building addition and site improvements to an existing commercial laundry facility. She reviewed her staff memo and recommended approval with the Planning Commission recommended conditions.

Long asked about a fence in the back by the parking lot.

Lesmes stated not on this property.

Jim Neville, Mountain Diggers, representing the applicant, thanked Town Staff for working with them. They tried to provide everything staff asked for. They are taking an old building and dressing it up, it will look 100 times better, it is an ugly building and will improve the looks of the neighborhood. This is a good thing for everybody. It is a straightforward application. He asked if there were any questions.

Long is looking forward to the upgrades for the properties.

Sandquist stated it is a positive upgrade to the building.

Butler stated this is a positive thing happening in the neighborhood.

CAMP MOVED TO APPROVE THE BRECKENRIDGE COMMERCIAL LAUNDRY SITE PLAN MODIFICATION WITH THE FOLLOWING PLANNING COMMISSION RECOMMENDED CONDITIONS:

- 1. THAT ALL EXTERNAL FLUES AND DRYER VENTS BE PAINTED A FLAT DARK COLOR THAT IS COMPATIBLE WITH THE EXTERIOR BUILDING COLORS AND IS NOT EXPOSED METAL.**
- 2. THAT THE EXACT COLOR(S) OF THE PAINTED CORNICE BE SPECIFIED WITH THE SUBMITTAL OF A BUILDING PERMIT.**

MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD & RICHARDSON ABSENT)

C. Preliminary Site Plan – Angry James Brewery, 421 Adams Avenue, Lots 3 & 4, Block H, Silverthorne Colorado Subdivision

Lina Lesmes, Senior Planner, presented the project, the applicants, AJ and Darcy Brinckerhoff, are requesting approval of a Preliminary Site Plan to construct a new microbrewery, restaurant and a second story, one bedroom apartment. She reviewed her staff report and recommended approval with Planning Commission recommended conditions.

Sandquist asked about handicapped access.

Butler asked about a proposed movement of the building.

Long asked where the dumpster is located and where deliveries will be received. Is the beer garden shielded? She asked about the need for stairs at the front of the building.

Mark Hogan, BHH Architects, representing the applicant, thanked Staff for all of their help, he introduced AJ and Darcy Brinckerhoff, applicants.

Darcy Brinckerhoff gave an overview of their business; they have been looking for a brewery site for years. They love Silverthorne and it's a dream to have a business here.

AJ Brinckerhoff gave a background of their desire to have the brewery located in Silverthorne.

He reviewed the amount of beer they will produce. Their hours will be short, they don't want to be a nightclub, and don't want to disturb the residents that live behind the business. They only plan on only being open until 8 p.m. during the week. They want to have a small brewery and restaurant, something unique. They looked into the Comprehensive Plan, and want to be a business on the forefront of the Town Core. The grain silo is signature to breweries and a main part of their signage. They are next to the Summit Stage and that is a plus for their business. It is a difficult site and he thanked staff for working with them.

Hogan thanked staff for their assistance. He reviewed staff's recommended conditions of approval and how they plan to address them. He reviewed layout of the proposed building, the need for steps because of the site slope, parking, building materials, landscaping, dumpster location, cedar wood fence, and snow stacking and drainage.

Council questions.

Butler asked the applicant if the conditions of approval are obtainable.

Hogan stated they feel they can work with staff regarding the conditions.

Fowler asked about moving the building forward two feet,

Hogan reviewed the position of the building.

Fowler asked about landscaping by the beer garden, a buffer between the drive and beer garden.

Long asked about some landscaping or planter boxes in the beer garden.

Hogan reviewed the landscaping.

Butler feels this is an opportunity to test some hardscape ideas.

Fowler asked if two cars could pass in the drive.

Hogan stated they can pass each other within sixteen feet driveway.

Camp asked the applicant if all the conditions can be met by Final.

Hogan stated yes, but they might request a couple of variances.

Fowler asked when they anticipate opening.

AJ stated they are hoping by November. They have their brewery application ready to submit and as soon as they have four walls as required by the Federal licensing agency, they will apply.

April 22, 2015

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Sandquist likes the building, it's interesting. The logo is cool. The steps invite you to walk in. It is a difficult site and she is fine trying to work through some of these issues with the applicant. She welcomed the applicants and loves that the applicant is here.

Fowler asked if this is the 1st brewery for them.

AJ stated this is their first development. They want to have products unique to Silverthorne, Long stated she is excited the applicant is coming to Town. The number of new craft brewers in Colorado is huge. She wants to see them succeed. This is a great location and a jumpstart for the downtown area.

Camp stated he is happy to see locating here.

Butler echoed the other Council members' sentiments. He is excited about this project because we are serious about people seeing the vision for that whole area. He believes it will look a lot different in a decade. It takes a project like this to start the movement. The Town would like to work with the applicant. He likes the design of the building. He is encouraged by the direction the applicant is going

Long asked if the sloped roof dumping on the beer garden.

CAMP MOVED TO APPROVE THE ANGRY JAMES BREWERY PRELIMINARY SITE PLAN WITH THE FOLLOWING PLANNING COMMISSION RECOMMENDED CONDITIONS:

- 1. THAT A CONDITIONAL USE PERMIT APPLICATION FOR THE SECOND STORY APARTMENT BE SUBMITTED WITH THE FINAL SITE PLAN.**
- 2. THAT A MINOR SUBDIVISION PLAT BE SUBMITTED WITH THE FINAL SITE PLAN TO COMBINE THE LOTS ASSOCIATED WITH THE SITE PLAN FOR ANGRY JAMES BREWERY.**
- 3. THAT THE APPLICANT WORK WITH THE PUBLIC WORKS DEPARTMENT TO OBTAIN A REDUCTION IN THE 10-FOOT SETBACK REQUIREMENT FOR DRIVEWAYS THAT PROVIDE SITE INGRESS AND EGRESS.**
- 4. THAT ALL ONSITE SURFACE PARKING FOR NON-RESIDENTIAL USES BE MINIMIZED, AS REQUIRED BY STANDARD 3.4.3 OF THE TOWN CORE DISTRICT DESIGN STANDARDS AND GUIDELINES.**
- 5. THAT ALL 90° PARKING SPACES BE REVISED TO PROVIDE A MINIMUM LENGTH OF 18 FEET, AS REQUIRED BY SECTION 4-6-10.E.2.**
- 6. THAT ALL PARKING FACILITIES BE LOCATED A MINIMUM OF 10 FEET FROM A PROPERTY LINE, AS REQUIRED BY SECTION 4-6-10.E.4.M.**
- 7. THAT THE LANDSCAPE PLAN BE REVISED TO INCORPORATE ALTERNATIVE FORMS OF LANDSCAPING, AS REQUIRED BY STANDARD 3.5.1 OF THE TOWN CORE DISTRICT DESIGN STANDARDS AND GUIDELINES.**
- 8. THAT THE LANDSCAPE PLAN BE REVISED TO REMOVE TREES FROM UTILITY EASEMENTS, AS REQUIRED BY STANDARD 3.5.4 OF THE TOWN CORE DISTRICT DESIGN STANDARDS AND GUIDELINES.**
- 9. THAT THE BUILDING LOCATION BE REVISED SUCH THAT 60% OF THE PROPERTY FRONTAGE CONSISTS OF A BUILDING LOCATED WITHIN 5 FEET OF THE FRONT PROPERTY LINE, AS REQUIRED BY STANDARD 3.1.2 OF THE TOWN CORE DISTRICT DESIGN STANDARDS AND GUIDELINES.**
- 10. THAT THE BUILDING ENTRANCE BE REVISED SUCH THAT IT IS LOCATED AT THE STREET LEVEL, AS REQUIRED BY STANDARD 3.1.3 OF THE TOWN CORE DISTRICT DESIGN STANDARDS AND GUIDELINES.**
- 11. THAT ALL UTILITY, TELECOMMUNICATIONS, GROUND MOUNTED, AND ROOF TOP EQUIPMENT BE SHOWN ON THE FINAL SITE PLAN, AS REQUIRED BY STANDARD 3.7.1 OF THE TOWN CORE DISTRICT DESIGN STANDARDS AND GUIDELINES.**

MOTIN SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL PRESENT (BIRD AND RICHARDSON ABSENT)

D. Resolution 2015-07; a Resolution Approving a 3 month extension to the existing US Forest Service Standstill Lease Agreement

Bill Linfield Public Works Director presented Resolution 2015-07 to Council for consideration. Staff is requesting a 3 month extension to allow additional time to negotiate a new 3 year lease for the building.

LONG MOVED TO APPROVE RESOLUTION 2015-07 A RESOLUTION APPROVING A 3 MONTH EXTENSION TO THE EXISTING US FOREST SERVICE STANDSTILL LEASE AGREEMENT. MOTION PASSED UNANIMOUSLY BY COUNCIL PRESENT (BIRD AND RICHARDSON ABSENT)

DISCUSSION ITEMS:

None.

SANDQUIST MOVED TO GO INTO EXECUTIVE SESSION AT 7:20 P.M., PURSUANT TO CHARTER SECTION 4.13 (c) AND CRS 24-6-402 (4)(b)(e) TO RECEIVE LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS; AND TO DETERMINE POSITIONS, DEVELOP A STRATEGY AND INSTRUCT NEGOTIATORS, REGARDING SOUTH MARYLAND CREEK RANCH AND THE US FOREST SERVICE BUILDING LEASE.

SHE FURTHER MOVED TO ADJOURN THE COUNCIL MEETING AT THE CONCLUSION OF THE EXECUTIVE SESSION. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL PRESENT. (BIRD AND RICHARDSON ABSENT)

EXECUTIVE SESSION:

Executive Session pursuant to Charter section 4.13 (c) and CRS 24-6-402 (4)(b)(e) to receive legal advice on specific legal questions; and to determine positions, develop a strategy and instruct negotiators, regarding South Maryland Creek Ranch and the US Forest Service Building Lease.

INFORMATIONAL:

EXECUTIVE SESSION CONCLUDED AND MEETING AND ADJOURNED AT 9:45 P.M.

BRUCE BUTLER, MAYOR

ATTEST

MICHELE MILLER, TOWN CLERK

Town of Silverthorne Town Council Meeting Minutes

These minutes are only a summary of the proceedings of the meeting. They are not intended to be comprehensive or to include each statement, person speaking or to portray with complete accuracy. The most accurate record of the meeting is the videotape of the meeting, maintained in the office of the Town Clerk.

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Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager 
FROM: Susan Schulman, Executive Assistant to the Town Manager 
DATE: March 6, 2015 for Meeting of March 11, 2015
SUBJECT: 2015 National Water Safety Month Proclamation

SUMMARY: Recreation and Culture staff members request that the Mayor proclaim May 2015 as Water Safety Month in the Town of Silverthorne.



2015 National Water Safety Month PROCLAMATION

WHEREAS, citizens of the Town of Silverthorne recognize the vital role that swimming and aquatic-related activities relate to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the citizens of the Town of Silverthorne understand the essential role that education regarding the topic of Water Safety plays in preventing drowning and recreational water-related injuries; and

WHEREAS, the Town of Silverthorne is aware of the contributions made by the recreational water industry, as represented by the Association of Pool & Spa Professionals, the National Recreation & Park Association and the World Waterpark Association in developing safe swimming facilities, aquatic programs, home pools and spas, and related activities providing healthy places to recreate, learn and grow, build self-esteem, confidence and sense of self-worth which contributes to the quality of life in our community; and

WHEREAS, the citizens of the Town of Silverthorne recognize the ongoing efforts and commitments to educate the public on pool and spa safety issues and initiatives by the pool, spa, waterpark, recreation and parks industries; and

WHEREAS, the citizens of the Town of Silverthorne understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to waterparks;

Resolved, that I, Mayor Bruce Butler of the Town of Silverthorne do hereby proclaim the month of May, 2015, as National Water Safety Month.

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU : Ryan Hyland, Town Manager *RH*
FROM: Michele Miller, MMC, Town Clerk *MM*
DATE: May 4, 2015 for meeting of May 13, 2015
SUBJECT: Liquor license renewal for Local Authority Consideration

SUMMARY:

The Liquor Board is asked to approve the liquor license renewal for Target.

BACKGROUND:

A. Target Stores T-1525 – Renewal of 3.2% Retail Beer Liquor license (Off Premise)

The applicant has submitted a renewal application for Target. The background investigation completed by the Police Department is attached. The Police Department has verified that the employees who sell liquor have successfully completed Target's computerized training program. The Police Department recommends renewal of the liquor license.

DISCUSSION:

Financial Implications: Each individual liquor license applicant is required to submit both local licensing fees and state licensing fees as set forth by the Colorado Liquor Enforcement Division. These fees are submitted with the application materials.

STAFF RECOMMENDATION:

Staff recommends approving the renewal application. Please contact the Town Clerk's office with any questions or if you want to view more detail from the liquor application.

PROPOSED MOTION:

I MOVE TO APPROVE TARGET STORES T-1525 - RENEWAL OF 3.2% BEER OFF PREMISE LIQUOR LICENSE.

ATTACHMENTS:

Liquor license renewal application and Police Department memo.

MANAGERS COMMENTS:



601 Center Circle • P.O. Box 1167 • Silverthorne, CO 80498
(970) 262-7320 • Fax (970) 262-7315

DATE: April 27, 2015
TO: Michele Miller
FROM: Officer Anne Baldwin
SUBJECT: Background check for 3.2% beer retail renewal license application, Target Corporation

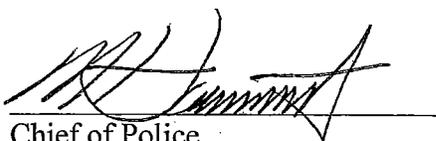
Target Corporation is renewing their 3.2% beer license. Target has not had any liquor violations since they started selling beer in 2010.

Full time Target employees over the age of 21 are required to complete corporate liquor liability training. Target's cash register computers prevent any under-21 and untrained personnel from completing a liquor transaction. These employee training records are attached. The cash register computers also prevent anyone of any age who fails to provide a valid driver's license or state-issued ID card from purchasing alcohol as the scanners require a magnetic strip or license number to complete the transaction.

Target's computerized training is consistent with TIPS or ServSafe training which is mandated by TOS 2-8-18, *Education requirements*. Their computerized training was approved by the Silverthorne Liquor Board in 2010.

Based on the background information of the Silverthorne Police Department, we don't have any objections to the approval of this 3.2% beer retail license application.

Reviewed by



Chief of Police
Mark Hanschmidt

04-27-15
Date

MAR 10 2015

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE
RENEWAL APPLICATION

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

TARGET STORES T-1525
1000 NICOLLET MALL TPN-0910
MINNEAPOLIS MN 55403-2542

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name TARGET CORPORATION		DBA TARGET STORES T-1525	
Liquor License # 01528540041	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 01528540041	Expiration Date 6/9/2015
Street Address 715 BLUE RIVER PKWY SILVERTHORNE CO 80498		Due Date 4/25/2015	
Mailing Address 1000 NICOLLET MALL TPN-0910 MINNEAPOLIS MN 55403-2542 PO Box 9471, CO-1028, mpls, mn 55440		Phone Number (970) 468 2268	
Operating Manager Luke Gardner	Date of Birth 7/22/1980	Home Address 505 Bighorn Circle, Silverthorne, CO 80498	Phone Number (970) 468-2268

1. Do you have legal possession of the premises at the street address above? YES NO
Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____

2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO

4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO *See attached list*

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO *See attached list*

3. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Rachael Vegas	Title Vice President
Signature Rachael Vegas	Date 4/13/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

View Course History Page 1



Course Name Alcohol Sales Training (ST0050)

Location 1525 - Silverthorne

Date Trained	Team Member Name and Location
01/28/2014	ADA, LUCY 1525 - Silverthorne
11/17/2014	ADE, ADEWUMI 1525 - Silverthorne
10/09/2013	AND, CORINNE 1525 - Silverthorne
10/23/2014	AND, DEREK 1525 - Silverthorne
03/05/2015	AYE, DESTINY 1525 - Silverthorne
03/14/2012	BAR, CYNTHIA 1121 - Birdcage-Citrus Heights
05/14/2010	BLU, ROCHELLE 1525 - Silverthorne
03/13/2015	BOD, ERIN 1525 - Silverthorne
04/26/2012	BUC, JOHNATHAN 1525 - Silverthorne
01/23/2015	CHA, BRENDA 1525 - Silverthorne
08/09/2012	CHI, CARLOS 1525 - Silverthorne
03/18/2015	CON, SHANE 1525 - Silverthorne
04/25/2013	CRA, LAUREN 1525 - Silverthorne
03/24/2015	DAN, SHENEQUA 1525 - Silverthorne
05/31/2010	DIA, ANDREW 0147 - Arapahoe
10/22/2012	DIE, SHAWNA 1525 - Silverthorne
03/24/2015	FLA, RICHARD 1525 - Silverthorne
06/25/2010	FON, MEDALY 1525 - Silverthorne
05/14/2010	GEN, SUSAN 1525 - Silverthorne
12/09/2014	GOL, DJIBY 1525 - Silverthorne
09/28/2010	HER, TERESA 1525 - Silverthorne
04/25/2014	HUD, TRAVIS 1525 - Silverthorne
01/30/2014	HUD, WILLIAM 1525 - Silverthorne
09/23/2014	JEN, NIALL 1525 - Silverthorne
12/16/2014	KAN, BARRON 1525 - Silverthorne
07/23/2010	KAS, KORNELIJA 1525 - Silverthorne
11/14/2010	KNU, MELISSA 1525 - Silverthorne
05/18/2010	KRO, ANETA 1525 - Silverthorne
12/04/2013	KUG, IVANKA 1525 - Silverthorne
09/16/2014	LAW, CASSIDY 1525 - Silverthorne
05/02/2011	LEO, KATHERINE 1525 - Silverthorne
12/04/2014	LON, BONNIE 1525 - Silverthorne
07/06/2011	LOZ, KRISTIN 1525 - Silverthorne
10/04/2010	MAR, MARIA DE LA LUZ 1525 - Silverthorne
05/15/2010	MAR, RENATA 1525 - Silverthorne
11/27/2013	MAR, SPENCER 1525 - Silverthorne
06/28/2012	MCE, KYLE 1525 - Silverthorne
03/03/2015	MCF, JACK 1525 - Silverthorne
12/09/2014	MCF, KIMBERLY 1525 - Silverthorne
01/01/2015	MCN, MARY 1525 - Silverthorne

To print select the Print button.

To see more names select the Next button.

Town of Silverthorne
Council Agenda Memorandum

To: Mayor and Town Council
From: Donna Braun, Finance Director
Thru: Ryan Hyland, Town Manager
Date: May 5, 2015 for meeting of May 13, 2015
Subject: Ordinance# 2015-04 – 2015 Appropriations Ordinance – 2nd Reading

SUMMARY:

The Town Council is asked to consider Ordinance No. 2015-04, an appropriations ordinance amending the 2015 budget to allow for the adjustment to revenues and expenditures as related to operations, capital projects and transfers between funds.

PREVIOUS COUNCIL ACTION:

The Town's Charter allows for additional appropriations by ordinance during the fiscal year for adjustments required of the Town. Note that the Ordinance complies with the Charter regulation Section 8.7 in that "the additional appropriations do not exceed the amount by which actual and anticipated revenues of the year and prior year available cash exceed the expenditures as estimated in the budget" (updated long range plans, Exhibit B, are provided whereby the 2015 budget column reflects the requested appropriations.)

This Ordinance was approved on first reading at the April 22nd Council meeting.

BACKGROUND:

Town staff has had the opportunity to review the 2014 actual revenues and expenditures for any items/projects that were not completed in 2014, which need to be carried forward into 2015. A number of additional changes to the 2015 budget have been proposed. An explanation of Exhibit A is as follows:

General Fund (GF)

General Fund Revenues.

- In January, the Pavilion program took over the concession services at the Pavilion. The majority of the concessions are liquor/beverage sales at private and public events. Prior to January the concessions service was provided by a contract concessionaire who worked directly with the contact person for the individual events. The customer service was not meeting Town standards and was not allowing much flexibility or options to the events. There are a variety of revenues that will be generated through the concession services including: beverage services, staff services, gratuity and other unique to the event type services. The first year estimation of revenues total **\$208,500**. Since we'll no longer be contracting for concession services we won't receive Contract Concession revenues which were included in the original 2015. The revenue line item will need to be reduced by **\$29,400**.

Town of Silverthorne
Council Agenda Memorandum

General Fund Expenditures

Administrative Services:

- The Summit County Youth & Family department is starting an education program that will focus on youth and marijuana use. The program has requested the Town funding the program at a cost of **\$5,000**.

Public Safety:

- The November 2014 general election included a ballot question that increased the County mill levy to provide funding for the emergency communication. The mill levy revenue will be used towards the County Communication Center. This additional revenue allows the Communication Center to reduce costs on the agencies, such as the Town, that pay into the Communication Center. The reduction to the Town amounts to **\$47,507**.

Public Works:

- There are major drainage issues on Warren Avenue. The issue needs to be corrected as it requires numerous hours of equipment operator's attention and causes other infrastructure damage. The design of the project was supposed to occur in 2014 and was budgeted in 2014. We'll need to carry forward **\$20,000** in order to complete the design.

Community Development:

- Since the 2015 budget was approved, the planning program staff levels have been reorganized which will bring **\$94,000** in saving and better meet the Town's needs. The original budget included: a part-time code enforcement, full-time planning manager and a full-time senior planner. Finding a part-time code enforcement employee proved to be difficult and with the promotion of Matt Gennett from senior planner to planning manager it made sense to eliminate the senior planner position and add a full-time planner /code enforcement position.

Recreation & Culture:

- As part of the pool area mechanical upgrade scheduled in the fall, the pool staff would like to replace their office furniture that is over 20 years old. It's estimated to cost **\$6,000**.
- In January, the Pavilion program took over the concession services at the Pavilion. The majority of the concessions are liquor/beverage sales at private and public events. Prior to January the concessions service was provided by a contract concessionaire who worked directly with the contact person for the individual events. The customer service was not meeting Town standards and was not allowing much flexibility or options to the events. There are a variety of expenditures that will be generated through the concession services including: an additional full-time event manager and part-time bartenders which will cost approximately **\$120,413**. Supplies and services required of the concession services will cost **\$66,100**.

Town of Silverthorne
Council Agenda Memorandum

Other Uses:

- The Silverthorne Urban Renewal Authority (URA) was expected to need \$12,000 from the General Fund in 2015. Since that time the URA has generated revenue through the tax increment property tax that will cover all of the expected 2015 URA expenses. The transfer is no longer needed - **(\$12,000)**
- Since the approval of the 2015 budget, the Town has moved forward with developing a partnership with the Lake Dillon Theater Company. A major aspect of the partnership includes the building of a cultural center where the theater will be housed as well as other community cultural activities. The General Fund will initially fund \$1.8M towards the design and construction of the building. It's expected that the building will be designed in 2015 through early 2016. Construction of the building will begin in spring of 2016 with completion and opening in spring of 2017. For 2015, \$410,000 will be needed for the design work and the relocation of utility lines. The expenditures for this project will be accounted for in the Sales Tax Capital Improvement Fund. This will require a transfer to the Capital Fund. Additionally, there were some other capital projects added in 2015 that will require \$50,000 from General Fund prior year's surplus. A transfer of **\$460,000** to the Sales Tax Capital Improvement Fund is needed.

Sales Tax CIP Fund

Sales Tax CIP Fund Revenues

- In order to complete the cultural center design/infrastructure and additional needed capital and asset management projects in 2015, a transfer of **\$460,000** is needed from the General Fund to the Sales Tax CIP Fund.

Sales Tax CIP Fund Expenditures

Budget adjustments to the Sales Tax CIP Expenditures include:

Carry Forward Projects from 2014:

- Pool Pak – Construction - **\$304,000**
- Street Improvements – new Federal sign regulations - **\$15,000**

Additions and deletions to the Fund include:

- Communication Center Capital – The November 2014 general election included a ballot question that increased the County mill levy to provide funding for the emergency communication. The mill levy revenue will be used towards the County Communication Center. This additional revenue allows the Communication Center to reduce costs on the agencies, such as the Town, that pay into the Communication Center. The reduction to the Town amounts to **\$51,595**.
- The Recreation Center pool pak system project bids were higher than budgeted and will require additional funds in the amount of **\$140,000**.
- Since the approval of the 2015 budget, the Town has moved forward with developing a partnership with the Lake Dillon Theater Company. A major aspect of the partnership includes the building of a cultural center where the theater will be housed as well as other community cultural activities. It's expected that the building will be designed in 2015 - early 2016. Construction of the building will begin in

Town of Silverthorne
Council Agenda Memorandum

spring of 2016 with completion and opening in spring of 2017. For 2015, **\$410,000** will be needed for the design work and the relocation of utility lines.

Lodging Tax Fund

Lodging Tax Revenues

Budget adjustments to the Lodging Tax Fund Revenues include:

- The cost to complete easement settlements is requiring an additional **\$50,000** to be transferred into the Lodging Tax from the Development Excise Tax Fund.

Lodging Tax Expenditures

Budget adjustments to the Lodging Tax Fund Expenditures include:

- An additional **\$80,000** may be required to complete the easement valuation trials.

Development Excise Tax Fund

Development Excise Tax Revenues

Budget adjustments to the Development Excise Tax Fund Revenues include:

- The 2015 advancement payment to the Excise Tax Fund from the 5A Housing Fund needs to be reduced by **\$55,000**. The reason for the reduction is due to the 5A Housing Fund paying \$55,000 more in 2014 than budgeted.

Development Excise Tax Expenditures

Budget adjustments to the Development Excise Tax Fund Expenditures include:

- The cost to complete easement settlements is requiring an additional **\$50,000** to be transferred into the Lodging Tax from the Development Excise Tax Fund.

5A Housing Fund

5A Housing Tax Expenditures

Budget adjustments to the 5A Housing Fund Expenditures include:

- The 2015 advancement payment to the Excise Tax and Sewer Funds from the 5A Housing Fund needs to be reduced by **\$110,000**. The reason for the reduction is due to the 5A Housing Fund paying \$110,000 more in 2014 than budgeted.

Water Fund

Water Fund Expenses

Budget adjustments to the Water Fund Expenses include:

- In 2014, it was expected and budgeted that the Water Fund would require an advancement of \$450,000 from the Sewer Fund in order to assist buying major water rights. The Water Fund would reimburse \$25,000 per year to the Sewer Fund until the advancement was paid in full. Due to additional 2014 tap revenues, the advancement was not needed. The 2015 **\$25,000** advancement payment is not necessary.

Town of Silverthorne
Council Agenda Memorandum

Sewer Fund

Sewer Fund Revenues

Budget adjustments to the Sewer Fund Revenues include:

- Advancement payment to the Sewer Fund from the Water Fund will not be necessary as noted under the Water Fund - **(\$25,000)**
- The 2015 advancement payment to the Sewer Fund from the 5A Housing Fund needs to be reduced by **\$55,000**. The reason for the reduction is due to the 5A Housing Fund paying \$55,000 more in 2014 than budgeted.

Joint Sewer Authority Fund

Budget adjustments to the JSA Fund Revenues include:

- The JSA received a \$1M grant in 2014 that reimburses the JSA as they proceed with the construction of the Nutrient Project. Due to a project delay **\$648,632** of the 2014 estimated reimbursement did not occur but will take place in 2015.

Budget adjustments to the JSA Expense include:

Carry Forward Projects from 2014:

- UV Disinfection project – **\$80,000**
- Clarifier #2 - **\$190,000**
- Nutrient Grant project - **\$900,000**

Additions to the Fund include:

- Control Logix – This was budgeted for 2016 but is linked to the Nutrient Grant project and will potentially see some reimbursement back from the State for this expense - **\$235,000**

CURRENT ISSUES & FINANCIAL IMPLICATOINS

The enclosed Long Range Plans (Exhibit B) reflect the additional items and reductions of prior budgeted items of this Appropriation Ordinance. The Town continues to be in a financial position whereby funding the items identified in this Ordinance is possible. Unreserved fund balances are being used to accommodate additional projects for this year. In capital related funds, some available fund balances (cash) is used to address one-time capital related projects.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2015-04 on second reading.

PROPOSED MOTION:

"I MOVE TO ADOPT ORDINANCE NO. 2015-04 ON SECOND READING, AN ORDINANCE AMENDING THE 2015 BUDGET AS PRESENTED."

ATTACHMENTS:

1. Ordinance #2015-04
2. Exhibit A – Appropriation breakdown
3. Exhibit B – Updated Long Range Plans for Funds

**TOWN OF SILVERTHORNE, COLORADO
ORDINANCE NO. 2015-04**

AN ORDINANCE AMENDING THE 2015 BUDGET RECOGNIZING ADDITIONAL GENERAL FUND REVENUES OF \$179,100, APPROPRIATING GENERAL FUND EXPENDITURES OF \$524,506, RECOGNIZING ADDITIONAL SALES TAX CIP FUND REVENUES OF \$460,000, APPROPRIATING SALES TAX CIP FUND EXPENDITURES BY \$817,405, RECOGNIZING ADDITIONAL LODGING TAX FUND REVENUES BY \$50,000, APPROPRIATING LODGING TAX FUND EXPENDITURES BY \$80,000, RECOGNIZING A DECREASE IN DEVELOPMENT EXCISE TAX FUND REVENUES BY \$55,000, APPROPRIATING DEVELOPMENT EXCISE TAX FUND EXPENDITURES BY \$50,000, DECREASING 5A HOUSING FUND EXPENDITURES BY \$110,000, RECOGNIZING A DECREASE IN WATER FUND REVENUES BY \$25,000, RECOGNIZING A DECREASE TO SEWER FUND REVENUES BY \$80,000, RECONGNIZING ADDITIONAL JOINT SEWER AUTHORITY FUND REVENUES OF \$648,632 AND APPROPRIATING JOINT SEWER AUTHORITY FUND EXPENSES OF \$1,320,000.

WHEREAS, in accordance with Section 8.7 of the Silverthorne Home Rule Charter the Council may make additional appropriations by ordinance during the fiscal year; and

WHEREAS, the Town Manager has certified that additional funds are available for appropriations in each fund from actual and anticipated revenues of the current year and prior year cash reserves; and

WHEREAS, the Town Council is advised that certain revenues, expenditures and transfers must be approved by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO THE FOLLOWING:

Section 1:

Upon the Town Manager's certification that there are current year revenues available for appropriation in the General Fund, Sales Tax Capital Improvements Project Fund, Lodging Tax Fund, Development Excise Tax Fund, 5A Housing Fund, Water Fund, Sewer Fund and Joint Sewer Authority Fund and the Town Council hereby makes supplemental appropriations as itemized in Exhibit "A" attached hereto.

Section 2:

The Town Council hereby authorizes and directs the Town Manager to enter into such contracts and execute such documents on behalf of the Town as may be necessary and customary to expend the funds hereby appropriated for all operations, capital projects and debt within this budget as amended in accordance with the requirements of the Home Rule Charter and the Town's Financial Policies.

Section 3:

The adoption of this Ordinance will promote the health, safety and general welfare of the Silverthorne community.

Section 4:

If any provision of this Ordinance or portion thereof is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision which can be given effect without the invalid portion.

Section 5:

All prior ordinances, resolutions, or other acts, or parts thereof, by the Town of Silverthorne in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive any previously repealed or expired act, ordinance or resolution, or part thereof.

Section 6:

This Ordinance shall be effective following the adoption by Section 4.5 of the Home Rule Charter.

INTRODUCED, READ, APPROVED ON FIRST READING THE 22ND DAY OF APRIL, 2015.

READ AND ADOPTED ON SECOND AND FINAL READING AFTER CONDUCTING A PUBLIC HEARING ON THE 13TH DAY OF MAY, 2015.

TOWN COUNCIL

BY: _____
Bruce Butler, Mayor

ATTEST:

BY: _____
Michele Miller, Town Clerk

Approved on first reading:	_____	2015
Published by title only on first reading:	_____	2015
Approved on second reading:	_____	2015
Published by title only on second reading:	_____	2015

Town of Silverthorne, CO
Ordinance No. 2015-04
Exhibit A

GENERAL FUND	Account #	Amount
<u>Recognize General Fund Revenues</u>		
Charges for Services:		
Contract Concession - Pav	01-73-0000-69100	(29,400)
Concession Sales - Pav Concession	01-73-0000-65010	160,000
Charges for Services - Pav Concession	01-73-0000-65020	7,500
Gratuity - Pav Concession	01-73-0000-65030	20,000
Staffing - Pav Concession	01-73-0000-65040	20,000
Misc Income - Pav Concession	01-73-0000-65090	1,000
Total Additional General Fund Revenue		<u>\$ 179,100</u>
<u>Appropriate General Fund Expenditures</u>		
Administrative Services		
Civic Participation - TC	01-11-1120-84002	5,000
Public Safety		
Communication Center - Operations	01-31-3110-82610	(47,507)
Public Works		
<i>Other Professional Fees - Carryforward Design for Drainage Project</i>	<i>01-41-4160-81990</i>	<i>20,000</i>
Community Development		
Wages & Benefits - Com Dev	01-51-5110-80100	(94,000)
Recreation & Culture - Recreation Center		
Fixed Assets - RC	01-71-7110-86110	6,000
Wages & Benefits - Full-time Concession	01-73-7310-80000	71,835
Wages & Benefits - Part-time Concession	01-73-7311-80200	28,578
Tip Wages - Concession	01-73-7311-80105	20,000
Software System - Concession	01-73-7311-82752	1,000
Education - Concession	01-73-7311-82820	2,000
Liquor License Fees - Concession	01-73-7311-82993	3,100
Glassware & Bar Supplies - Concession	01-73-7311-83704	5,000
Liquor/Beverage Supplies - Concession	01-73-7311-83705	52,000
Misc. Supplies - Concession	01-73-7311-83990	3,500
Other Uses:		
Transfer to Urban Renewal Authority		(12,000)
Transfer to Sales Tax CIP Fund		460,000
Total Additional General Fund Expenditures		<u>\$ 524,506</u>
<u>SALES TAX CIP FUND</u>		
<u>Recognize Sales Tax CIP Fund Revenues</u>		
Transfer in from General Fund		460,000
Total Additional Sales Tax CIP Fund Revenue		<u>\$ 460,000</u>
<u>Appropriate Sales Tax CIP Fund Expenditures</u>		
Communication Center Capital	11-31-31110-82160	(51,595)
<i>Street Improvements - 14' Carry Forward - Federal Sign Reg.</i>	<i>11-41-4150-82410</i>	<i>15,000</i>
Cultural Center - Design & Engineering	11-74-7410-82415	310,000
Cultural Center - Construction	11-74-7410-82410	100,000
<i>AMP - Rec Center Bldg - 14' Carry Fforward - Pool Pak</i>	<i>11-97-7110-97072</i>	<i>304,000</i>
AMP - Rec Center Bldg - Pool Pak	11-97-7110-97071	140,000
Total Additional Sales Tax CIP Fund Expenditures		<u>\$ 817,405</u>

Town of Silverthorne, CO
Ordinance No. 2015-04
Exhibit A

LODGING TAX FUND		
<u>Recognize Lodging Tax Revenues</u>		
Transfer In from Development Excise Tax Fund	21-96-0000-76021	\$ 50,000
Total Additional Lodging Tax Fund Revenues		\$ 50,000
<u>Appropriate Lodging Tax Expenditures</u>		
Professional Services BRT	21-41-4130-82419	\$ 80,000
Total Additional Lodging Tax Fund Expenditures		\$ 80,000
DEVELOPMENT EXCISE TAX FUND		
<u>Recognize Development Excise Tax Revenues</u>		
Transfer in from 5A Fund	22-22-0000-76023	(55,000)
Total Additional Development Excise Tax Fund Revenue		\$ (55,000)
<u>Appropriate Development Excise Tax Expenditures</u>		
Transfer out to Lodging Tax Fund	22-98-0000-98021	\$ 50,000
Total Additional Development Excise Tax Fund Expenditures		\$ 50,000
HOUSING 5A SPECIAL REVENUE FUND		
<u>Appropriate Housing 5A Fund Expenditures</u>		
Transfer out to Development Excise Tax Fund	23-98-0000-98022	\$ (55,000)
Transfer out to Sewer Fund	23-98-0000-98042	(55,000)
Total Additional Housing 5A Fund Expenditures		\$ (110,000)
WATER FUND		
<u>Appropriate Water Expenses</u>		
Advancement Payment to Sewer Fund	41-98-0000-98042	(25,000)
Total Additional Water Fund Expenses		\$ (25,000)
SEWER FUND		
<u>Recognize Sewer Revenues</u>		
Advancement payment from Water Fund	42-43-0000-66010	\$ (25,000)
Transfer in from 5A Fund	42-96-0000-76023	(55,000)
Total Additional Sewer Fund Revenues		\$ (80,000)
JSA FUND		
<u>Recognize JSA Revenues</u>		
<i>Nutrient Grant - 14' Carry Forward</i>		\$ 648,632
Total Additional JSA Fund Revenues		\$ 648,632
<u>Appropriate JSA Expenses</u>		
<i>Other Fixed Assets - 14' Carry Forward</i>	63-45-4510-86990	\$ 80,000
<i>Maintenance - 14' Carry Forward</i>	63-45-4510-86200	190,000
<i>Nutrient Grant Project - 14' Carry Forward</i>	63-45-4510-86545	900,000
Nutrient Grant Project - Control Logix	63-45-4510-86545	50,000
Maintenance - Control Logix	63-45-4510-86200	100,000
Total Additional JSA Fund Expenses		\$ 1,320,000

TOWN OF SILVERTHORNE
 GENERAL FUND
 LONG RANGE PLANS

BUDGET A

REVENUES	2011 Act	2012 Act	2013 Act	2014 Bud.	2014 Act	2015 Bud	2016 Bud	2017	2018	2019
Taxes	6,023,380	6,288,146	6,924,802	7,401,776	7,461,463	7,522,950	7,666,814	7,813,659	7,963,424	8,116,168
Licenses & Permits	290,092	232,596	488,217	375,533	442,276	269,533	269,533	269,533	269,533	269,533
Charges for Services	1,843,616	1,974,088	2,073,093	2,029,883	2,177,068	2,203,009	2,260,379	2,294,257	2,328,770	2,363,932
Fines	118,523	83,922	124,730	127,000	102,943	125,000	125,000	125,000	125,000	125,000
Interest	33,054	28,503	15,170	11,668	11,759	81,266	108,537	125,702	126,794	127,480
Miscellaneous	58,976	115,829	156,303	110,000	178,659	70,000	52,000	52,000	52,000	52,000
REVENUES	8,367,640	8,723,085	9,782,315	10,055,860	10,374,168	10,271,758	10,482,263	10,680,152	10,865,521	11,054,112
OTHER SOURCES										
BRWF Admin Fees	142,310	140,319	141,524	142,366	143,916	145,405	149,935	153,408	158,481	163,752
Water/Sewer Tsfrs	342,378	303,240	409,375	364,157	376,288	318,649	333,201	354,246	368,202	382,529
Proceeds from Sale of Land	-	-	-	1,115,000	1,115,000	-	-	-	-	-
Housing Reimbursement	-	-	-	250,000	269,522	-	-	-	-	-
TOTAL REVENUES	8,852,328	9,166,643	10,333,214	11,927,383	12,278,894	10,735,812	10,965,400	11,187,806	11,392,204	11,600,394
EXPENDITURES										
Administrative Services	1,581,484	1,507,232	2,010,796	2,004,536	1,916,885	2,251,075	2,219,798	2,283,899	2,314,076	2,294,097
Public Safety	1,696,797	1,726,112	1,777,197	1,896,778	1,827,666	1,906,655	1,947,725	2,001,296	2,045,994	2,098,427
Public Works	2,062,359	2,126,862	2,120,050	2,393,650	2,274,968	2,615,830	2,623,638	2,686,445	2,745,690	2,806,531
Community Develop.	695,909	676,672	750,395	909,386	844,267	715,248	874,851	892,933	909,555	926,723
Recreation & Culture	2,566,259	2,577,156	2,666,719	2,780,657	2,781,363	3,123,254	3,219,696	3,286,856	3,354,018	3,425,988
EXPENDITURES	8,602,809	8,614,034	9,325,157	9,985,007	9,645,149	10,612,062	10,885,708	11,151,429	11,369,332	11,551,767
OTHER USES	600,000	252,888	3,450,983	792,046	801,790	460,000	1,390,000	-	-	-
TOTAL EXPENDITURES	9,202,809	8,866,922	12,776,140	10,777,053	10,446,939	11,072,062	12,275,708	11,151,429	11,369,332	11,551,767
INC (DEC) FUND BAL.	(350,480)	299,721	(2,442,927)	1,150,330	1,831,955	(336,250)	(1,310,309)	36,378	22,873	48,626
PRIOR FUND BALANCE	6,498,367	6,147,886	6,447,607	4,004,681	4,904,681	5,836,636	5,500,386	4,190,078	4,226,455	4,249,328
CURRENT FUND (less cfvrd)	6,147,886	6,447,607	4,004,681	5,155,011	5,836,636	5,500,386	4,190,078	4,226,455	4,249,328	4,297,954
RESERVE TARGET	4,301,404	4,307,017	4,662,579	4,992,504	4,822,575	5,306,031	5,442,854	5,575,714	5,684,666	5,775,884
	(6 mo.)	(6 mo.)	(6 mo.)	(6 mo.)	(6 mo.)	(6 mo.)	(6 mo.)	(6 mo.)	(6 mo.)	(6 mo.)
AVAILABLE FUND BAL.	1,846,482	2,140,590	(657,898)	162,507	1,014,061	194,355	(1,252,776)	(1,349,259)	(1,435,338)	(1,477,930)

TOWN OF SILVERTHORNE, COLORADO
SALES TAX CIP FUND

BUDGET A

Revenues	2011 Act	2012 Act	2013 Act	2014 Bud.	2014 Act.	2015 Bud.	2016 Bud.	2017	2018	2019	2020	2021	2022	2023	2024
Sales Tax	2,321,098	2,443,476	2,664,399	2,770,975	2,779,772	2,826,395	2,882,922	2,940,580	2,984,689	3,029,459	3,074,901	3,121,025	3,167,840	3,215,358	3,263,588
Interest	7,331	7,901	5,165	7,880	2,981	14,028	12,190	21,390	12,106	(21,699)	(65,936)	(69,057)	(103,734)	(134,145)	(161,532)
Sale of Vehicles/Equipment	185,116	200,282	99,705	130,000	102,501	147,000	79,000	181,000	20,000	95,000	180,000	104,000	42,000	142,000	164,000
Miscellaneous	59,619	38,201	39,461	36,407	29,650	-	-	-	-	-	-	-	-	-	-
Payment in Lieu of Land/Wetlands/Graunts/Projects	126,669	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repayment of Neighborhood Imp	22,244	17,656	16,068	5,700	23,256	-	-	-	-	-	-	-	-	-	-
<i>Other Sources</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financing Proceeds	-	-	-	-	180,000	-	3,700,000	-	-	-	-	-	-	-	-
Proceeds from Lake Dillon Theater	-	-	-	-	-	-	930,000	1,070,000	-	-	-	-	-	-	-
Transfer in from Dev Excise Tax Fund	-	-	-	-	-	-	500,000	-	-	-	-	-	-	-	-
Transfer in from General Fund	600,000	-	-	-	-	460,000	1,390,000	-	-	-	-	-	-	-	-
Total Revenues	3,195,407	2,834,185	2,824,799	2,950,962	3,118,160	3,447,423	9,494,112	4,212,970	3,016,795	3,102,761	3,188,965	3,155,968	3,106,107	3,223,213	3,266,056
Expenditures															
General Government:															
Economic Dev/Land	2,200	-	95,095	-	-	-	-	-	-	-	-	-	-	-	-
Computer Technology	-	-	82,986	77,500	86,469	47,500	-	-	35,000	-	-	40,000	-	-	45,000
Sales Tax Audit Fees	9,180	8,324	12,371	10,000	15,001	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Public Safety:															
Communication Center Capital	29,433	34,694	34,932	48,062	44,134	-	10,835	11,377	11,946	12,543	13,170	13,829	14,520	15,246	16,008
Public Works:															
Street Improvements	1,912,713	770,022	784,469	570,000	415,408	765,000	730,000	1,420,000	1,500,000	1,750,000	1,750,000	2,275,000	2,250,000	1,650,000	1,500,000
Nike Bridge Rehab.	-	-	-	-	-	-	300,000	-	-	-	-	-	-	-	-
Sidewalk Improvements	-	-	248,548	60,000	139,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Undergrounding	-	-	-	60,000	60,000	-	-	-	-	-	-	-	-	-	-
Drainage Improvements	-	-	-	-	-	250,000	-	-	-	-	-	-	-	-	-
Bridge/Pathways/Trails contribution	-	-	762,500	195,000	195,000	250,000	2,209,000	-	-	-	-	-	-	-	-
River Edge Park/Kayak Park	-	184,741	15,250	-	-	-	-	-	-	100,000	-	-	-	-	-
Security Cameras - Parks	-	5,126	-	-	-	-	-	-	50,000	470,000	-	-	-	-	-
Rainbow Playground/Bathroom/Parking	-	121,770	331,397	200,000	133,793	-	-	-	-	-	-	-	-	-	-
Emergency Generator - Town Hall/Serve	-	-	26,967	-	-	-	-	-	-	-	-	-	-	-	-
Community Development:															
Plans (Comp.)	-	-	24,364	90,000	85,196	-	-	-	-	-	-	-	-	-	-
Recreation & Culture:															
Security Cameras - Rec Ctr & Pav. Lots	-	22,698	3,908	-	-	-	-	-	-	-	-	-	-	-	-
Emergency Generator - PAV	-	19,308	-	-	-	-	-	-	-	-	-	-	-	-	-
ADA, Aquatics Lifts	-	-	43,623	-	-	-	-	-	-	-	-	-	-	-	-
Buildings - Recreation Center/Pavilion	79,205	-	16,641	887,807	888,908	-	-	-	-	-	-	-	-	-	-
Theater:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Design & Engineering	-	-	-	-	-	310,000	100,000	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	100,000	4,430,000	1,070,000	-	-	-	-	-	-	-
Asset Management Plan															
Energy Audit (projects)	881	78,190	11,599	68,000	10,458	-	-	-	-	-	-	-	-	-	-
Technology AMP	95,465	46,590	55,089	-	69,615	105,400	92,000	103,500	50,500	234,000	78,000	101,000	56,500	137,500	45,000
Buildings:															
Town Hall & USFS	22,558	102,062	17,975	42,500	33,452	93,500	140,000	71,300	181,000	10,000	54,500	15,000	257,400	125,000	59,000
Public Works	4,502	39,521	57,708	18,000	6,355	23,000	15,000	72,000	38,000	32,500	9,000	12,000	15,000	70,000	60,250
Recreation Center	216,965	194,988	221,166	526,680	178,418	1,199,560	264,950	154,600	320,291	523,500	179,400	19,000	330,800	772,100	758,600
Pavilion	52,290	44,174	62,162	15,000	14,995	68,850	258,650	146,450	130,000	84,825	46,000	538,150	124,650	18,000	116,000
Parks	43,459	147,816	30,385	35,000	10,098	451,250	23,250	133,500	695,000	81,300	56,300	35,800	31,500	142,500	71,100
Fleet	597,973	40,839	579,303	137,350	281,660	503,700	402,700	781,505	602,255	773,905	602,403	753,250	495,000	676,750	681,250
Off Ramp Signs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment:	51,822	24,293	37,752	46,147	51,663	52,744	48,861	109,140	100,580	75,717	75,154	79,788	115,381	99,968	82,591
Total Asset Management Plan	1,085,915	718,473	1,073,138	888,677	656,713	2,496,004	1,275,411	1,591,995	2,117,626	1,815,747	1,100,757	1,553,988	1,426,231	2,041,818	1,873,791
Debt:															
Debt Annual Payment	-	-	-	-	-	-	134,528	269,055	269,055	269,055	269,055	269,055	269,055	269,055	269,055
TOTAL CAPITAL EXP.	3,118,647	1,885,154	3,556,189	3,027,046	2,719,622	4,130,504	9,349,774	4,522,427	4,143,627	4,577,345	3,292,982	4,311,872	4,119,806	4,136,119	3,863,854

Exhibit B

ORADO

BUDGET A

	2011 Act	2012 Act	2013 Act	2014 Bud.	2014 Act	2015 Bud.	2016 Bud.	2017	2018	2019	2020	2021	2022	2023	2024
INC / DED CASH	76,760	949,031	(731,390)	(76,084)	398,537	(683,081)	144,338	(309,457)	(1,126,832)	(1,474,584)	(104,017)	(1,155,904)	(1,013,700)	(912,906)	(597,798)
INC / DED FUND BALANCE	76,760	949,031	(731,390)	(76,084)	398,537	(683,081)	144,338	(309,457)	(1,126,832)	(1,474,584)	(104,017)	(1,155,904)	(1,013,700)	(912,906)	(597,798)
LESS CARRYFORWARDS & AMP	558,806	635,566	1,584,596	853,207	853,207	1,251,744	568,663	713,001	403,544	(723,287)	(2,197,871)	(2,301,888)	(3,457,792)	(4,471,492)	(5,384,398)
PRIOR FUND BALANCE	635,566	1,584,596	853,207	777,123	1,251,744	568,663	713,001	403,544	(723,287)	(2,197,871)	(2,301,888)	(3,457,792)	(4,471,492)	(5,384,398)	(5,982,196)
CURRENT FUND BALANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
* Budget Columns "Current Cash" also deducts the prior years carry forwards	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RESERVE TARGET	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEBT PAYMENT RESTRICTED	500,000	500,000	500,000	500,000	500,000	365,472	230,945	230,945	230,945	230,945	230,945	230,945	230,945	230,945	230,945
CAPITAL REPLACEMENT	126,669	68,455	68,455	68,455	68,455	68,455	68,455	68,455	68,455	68,455	68,455	68,455	68,455	68,455	68,455
RESTRICTED FOR WETLANDS/STREETS	135,566	957,927	284,752	208,668	683,289	208	144,546	(164,911)	(1,291,742)	(2,766,326)	(2,870,343)	(4,026,247)	(5,039,947)	(5,952,853)	(6,550,651)
AVAILABLE FUND BALANCE	135,566	957,927	284,752	208,668	683,289	208	144,546	(164,911)	(1,291,742)	(2,766,326)	(2,870,343)	(4,026,247)	(5,039,947)	(5,952,853)	(6,550,651)

TOWN OF SILVERTHORNE, COLORADO
LODGING TAX CIP
LONG RANGE PLANS

Exhibit B

	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Revenues:															
Lodging Tax	128,803	126,856	141,420	130,050	160,594	147,900	150,858	153,875	156,953	160,092	163,294	166,559	169,891	173,288	176,754
Lottery Funds	37,299	39,067	0	-	-	-	-	-	-	-	-	-	-	-	-
Grants : GOCO	-	-	-	200,000	200,000	-	-	-	-	-	-	-	-	-	-
Denver Water Board	-	-	399,997	-	-	-	-	-	-	-	-	-	-	-	-
BR Experience Partners	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Raising	-	68,314	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	2,246	869	1,525,000	1,995	454	4,904	6,738	9,641	13,497	15,047	9,591	13,817	18,269	22,953	27,881
Transfer in from /CIP/Excise Funds	-	-	-	450,000	450,000	50,000	300,000	-	-	175,000	-	-	-	-	-
Revenue Total	168,347	235,106	2,066,443	782,045	811,048	202,804	457,596	163,516	170,449	350,138	172,884	180,377	188,159	196,242	204,635

	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Expenditures:															
Parks, Trails & Open Space															
Trails :															
Design & Engineering	106,221	31,783	29,885	114,805	16,374	77,814	-	-	45,000	-	-	-	-	-	-
Professional Fees	153,966	121,884	179,135	500,000	343,778	80,000	-	-	-	-	-	-	-	-	-
Blue River Trail Construction	77,608	5,026	1,044,927	-	-	-	392,212	-	-	500,000	-	-	-	-	-
Easements	-	62,000	359,039	(240,000)	530,072	-	-	-	-	-	-	-	-	-	-
Trail Signage/amenities	-	-	22,729	27,271	21,674	30,000	30,000	-	38,782	-	-	-	-	-	-
Master Plan Update	1,563	280	-	70,000	73,280	-	-	-	-	-	-	-	-	-	-
Rivers Edge Plaza	-	-	-	20,000	20,000	-	-	-	-	-	-	-	-	-	-
Misc - SPORT Committee	10,014	374	4,059	10,000	5,856	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Nordic Track/Pond	-	2,739	-	1,000	-	-	-	-	-	-	-	-	-	-	-
Transfer out to CTF Fund	-	-	39,103	-	-	-	-	-	-	-	-	-	-	-	-
Total Parks, Trails & Open Space	349,371	224,086	1,678,877	503,076	1,011,034	197,814	432,212	10,000	93,782	510,000	10,000	10,000	10,000	10,000	10,000
Marketing	24,965	15,500	22,556	30,000	18,121	25,000	25,000	25,000	25,000	22,000	22,000	22,000	22,000	22,000	22,000
Expenditure Total	374,337	239,586	1,701,432	533,076	1,029,154	222,814	457,212	35,000	118,782	532,000	32,000	32,000	32,000	32,000	32,000

	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
INC / DED FUND BALANCE	(205,989)	(4,480)	365,010	248,969	(218,107)	(20,010)	384	128,516	51,667	(181,862)	140,884	148,377	156,159	164,242	172,635
PRIOR FUND BALANCE	404,562	198,572	194,092	559,103	559,103	340,996	320,986	321,370	449,886	501,554	319,692	460,576	608,953	765,112	929,354
CURRENT FUND BALANCE	198,572	194,092	559,103	808,072	340,996	320,986	321,370	449,886	501,554	319,692	460,576	608,953	765,112	929,354	1,101,989

	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
RESERVES															
Parks, Trails, & Open Space	157,948	81,448	61,325	506,850	23,620	1,861	(2,085)	118,648	161,836	(32,231)	95,601	230,045	371,353	519,789	675,624
Funds Held for Easements	0	0	386,461	0	0	0	0	0	0	0	0	0	0	0	0
Blue River Fund Raising	0	68,314	68,323	268,567	268,379	272,239	277,953	286,292	294,881	303,727	312,839	322,224	331,891	341,847	352,103
Marketing	40,624	44,331	42,994	32,655	46,997	46,887	45,500	44,946	44,838	48,196	52,136	56,684	61,869	67,718	74,262
TOTAL RESERVED	198,572	194,092	559,103	808,072	340,996	320,986	321,370	449,887	501,554	319,692	460,576	608,953	765,112	929,354	1,101,989

Exhibit B
TOWN OF SILVERTHORNE, COLORADO
DEVELOPMENT EXCISE TAX
LONG RANGE PLANS

	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Revenues:															
Development Excise Tax	105,958	129,080	409,336	196,000	231,332	140,000	140,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
South Maryland Creek	-	-	-	-	-	-	125,000	-	-	-	-	-	-	-	-
Interest	3,991	4,827	3,471	11,599	2,927	15,655	24,331	18,944	23,112	27,406	28,828	33,293	37,891	42,628	47,507
5A Loan Repayment	230,000	134,000	162,500	200,000	205,000	21,000	-	-	-	-	-	-	-	-	-
Prior Year Carryfwd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Revenue Total	339,949	267,907	575,307	407,599	439,259	176,655	289,331	138,944	143,112	147,406	148,828	153,293	157,891	162,628	167,507
Expenditures:															
Public Works															
Storage Building/New Shop	2,257	9,928	863	12,500	1,760	18,750	750,000	-	-	-	-	-	-	-	-
Traffic Master Plan	-	-	-	-	-	40,000	-	-	-	-	-	-	-	-	-
Additional Trackless	-	48,926	-	-	-	-	-	-	-	-	-	-	-	-	-
Other															
Trails	-	-	762,500	255,000	255,000	50,000	150,000	-	-	100,000	-	-	-	-	-
Loan to 5A Land	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditure Total	2,257	58,854	763,363	267,500	256,760	108,750	900,000	-	-	100,000	-	-	-	-	-
INC / DED FUND BALANCE	337,692	209,053	(188,056)	140,099	182,499	67,905	(610,669)	138,944	143,112	47,406	148,828	153,293	157,891	162,628	167,507
PRIOR FUND BALANCE	633,038	970,731	1,179,784	991,728	991,728	1,174,227	1,242,132	631,463	770,407	913,519	960,925	1,109,752	1,263,045	1,420,936	1,583,564
CURRENT FUND BALANCE	970,731	1,179,784	991,728	1,131,827	1,174,227	1,242,132	631,463	770,407	913,519	960,925	1,109,752	1,263,045	1,420,936	1,583,564	1,751,071

TOWN OF SILVERTHORNE, COLORADO
HOUSING SA SPECIAL REVENUE FUND
LONG RANGE PLANS

Exhibit B

BUDGET A

	2007 Act	2008 Act	2009 Act	2010 Act	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	Total
Revenues:															
Impact Fees	242,106	209,408	40,696	56,334	280,893	58,860	130,757	199,635	216,459	90,000	90,000	-	-	-	1,415,512
Sales Tax	253,051	275,858	234,339	230,643	227,863	243,209	257,693	261,775	272,148	282,030	287,671	-	-	-	2,562,504
Interest	9,476	15,734	2,862	1,001	770	373	208	127	172	727	3,642	18,360	16,157	13,813	53,324
Excise & Sewer Fund Advancement	2,000,000						0								2,000,000
Revenue Total	504,633	2,499,001	277,897	287,978	509,525	302,442	388,658	461,537	488,778	372,757	381,313	18,360	16,157	13,813	6,031,341
Expenditures:															
General:															
SHA Administrative Fee	29,270	37,764	41,553	45,991	41,746	37,374	43,764	45,952	43,446	45,612	47,893	50,287	52,802	55,442	464,700
Housing Assessment/Consulting	5,000	25,598	-	1,267	1,075	70	17,725	1,500	635	1,500	1,500	1,500	1,500	1,500	55,869
Housing Loan Program	-	40,000	-	40,000	-	-	-	-	-	40,000	40,000	40,000	40,000	40,000	200,000
Housing Permits/Fees-Solorado	-	-	39,372	-	-	-	-	-	-	-	-	-	-	-	39,372
Projects:															
Smith Ranch Land Purchase	-	2,700,000	22,866	4,511	-	-	-	-	-	-	-	-	-	-	2,727,377
Advancements - Excise & Sewer Fund	5,443	-	275,000	220,000	460,000	268,000	325,000	400,000	410,000	42,000	-	-	-	-	2,000,000
Misc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,443
Expenditure Total	39,713	2,803,361	378,791	311,769	502,821	305,444	386,489	447,452	454,081	129,112	89,393	91,787	94,302	96,942	5,492,762
INC /DED FUND BALANCE	464,920	(304,361)	(100,894)	(23,791)	6,704	(3,002)	2,169	14,085	34,697	243,645	291,920	(73,427)	(78,144)	(83,129)	
PRIOR FUND BALANCE	-	464,920	160,559	59,665	35,874	42,578	39,575	41,744	41,744	76,441	320,086	612,006	538,579	460,435	
CURRENT FUND BALANCE	464,920	160,559	59,665	35,874	42,578	39,575	41,744	55,829	76,441	320,086	612,006	538,579	460,435	377,306	538,579

**Water Fund
Capital Projects Fund
4/16/2015**

Exhibit B

REVENUES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Water Tap Fees	355,675	158,962	654,341	416,000	480,928	158,400	162,800	190,000	193,000	200,000	205,000	210,000	215,000	220,000	225,000
Interest	5,499	4,299	3,133	3,895	1,000	3,859	3,014	(353)	733	1,975	3,375	4,939	6,670	8,572	10,651
Misc Income	-	19,060	-	-	-	5,000	-	-	-	-	-	-	-	-	-
Advancement from Sewer Cap Fund	-	-	-	450,000	-	-	-	-	-	-	-	-	-	-	-
Transfer in From Operations/Grants	700,000	-	-	-	-	-	700,000	-	-	-	-	-	-	-	-
TOTAL CAPITAL REVENUES	1,061,174	182,321	657,474	869,895	481,928	167,259	865,814	189,647	195,733	201,975	208,375	214,939	221,670	228,572	235,651
EXPENDITURES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Administrative (15% of revs)	54,176	24,489	98,621	62,984	72,289	25,089	24,872	28,447	29,360	30,296	31,256	32,241	33,250	34,286	35,348
Wells	21,245	248,476	2,110	242,000	173,847	100,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Water Line extension & replacement	-	13,990	-	100,000	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Valve Trailer	-	-	-	-	-	55,000	-	-	-	-	-	-	-	-	-
Utility Shop - Cottonwood	4,514	19,856	863	12,500	1,760	18,750	750,000	-	-	-	-	-	-	-	-
Solar Garden	-	-	185,000	-	-	-	-	-	-	-	-	-	-	-	-
Water Rights - Smith Ranch	-	-	-	1,200,000	1,170,942	-	-	-	-	-	-	-	-	-	-
Water Rights/Old Dillon Resv.	435,877	157,003	60,481	10,000	1,028	-	-	-	-	-	-	-	-	-	-
Advancement Paymt to Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL EXPENDITURES	515,812	463,815	347,075	1,627,484	1,419,866	248,839	899,872	153,447	154,360	155,296	156,256	157,241	158,250	159,286	160,348
CAPITAL INCREASE (DEC) CASH	545,361	(281,494)	310,399	(757,589)	(937,938)	(81,580)	(34,058)	36,200	41,373	46,678	52,119	57,698	63,419	69,286	75,303
PRIOR CASH BALANCE	467,559	1,012,920	731,426	1,041,825	1,041,825	103,887	22,308	(11,751)	24,450	65,823	112,502	164,621	222,318	285,737	355,024
CURRENT CASH	1,012,920	731,426	1,041,825	284,236	103,887	22,308	(11,751)	24,450	65,823	112,502	164,621	222,318	285,737	355,024	430,327
AVAILABLE CASH	1,012,920	731,426	1,041,825	284,236	103,887	22,308	(11,751)	24,450	65,823	112,502	164,621	222,318	285,737	355,024	430,327

**Water Fund
Capital Projects Fund
4/16/2015**

Exhibit B

Capital Projects	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Wells & Tanks															
Well Rehabilitation Projects	-	37,144	2,110	227,000	227,000	100,000	-	-	-	-	-	-	-	-	-
Willow Creek High. Generator/Encl	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Angler Mountain - Generator	-	-	-	15,000	15,000	-	-	-	-	-	-	-	-	-	-
Mesa Cortina Tank - Atl Valve	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Eagles Nest Pumphouse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Zone 3 W Water System En	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rainbow Pumphouse	-	114,575	-	-	-	-	-	-	-	-	-	-	-	-	-
Well 6 - Bighorn	-	8,554	-	-	-	-	-	-	-	-	-	-	-	-	-
Wells 5 & 6 Constr. Pumphouse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Master Plan Update	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment	-	107	-	-	-	-	-	-	-	-	-	-	-	-	-
Master Plan/Upgrades/As Builts	21,245	88,096	-	-	-	-	-	-	-	-	-	-	-	-	-
Projects to be determined	-	-	-	-	-	-	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Base Zone Tank Eagles Nest Filing 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Wells & Tanks	21,245	248,476	2,110	242,000	242,000	100,000	75,000								
Lines															
Ponds to Hamilton Creek water main	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Eagles Nest Blue River Crossing - 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure reducing valve -New	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8" line Adams - 2nd to Buff Mtn Dr	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Upgrade 4" to 8" CR 2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12" main - Annie to 9th in Adams	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Upgrade 8" to 12" Tanglewood Lane	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace water main lines - Briau/Steph	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Valve Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AbandonLine	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc Upgrades & Extensions	-	13,990	-	100,000	100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Total Lines	-	13,990	-	100,000	100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000

SEWER FUND
OPERATIONS LONG RANGE PLANS

4/16/2015

REVENUES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Sewer User Charges	1,132,969	1,145,427	1,163,115	1,204,076	1,212,309	1,254,489	1,307,828	1,362,459	1,412,765	1,465,825	1,513,414	1,562,467	1,613,027	1,665,138	1,718,846
Charge for Service	5,161	4,241	4,381	4,400	12,560	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400	4,400
Interest	4,782	5,769	4,000	10,625	5,462	14,809	20,721	32,936	33,136	33,406	33,764	34,077	34,325	34,499	34,581
JSA Refund	-	65,384	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc Income	230,000	134,000	162,500	200,000	205,000	21,000	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	1,372,912	1,354,821	1,333,997	1,419,102	1,435,332	1,294,698	1,332,949	1,399,795	1,450,301	1,503,631	1,551,578	1,600,945	1,651,752	1,704,036	1,757,827
EXPENDITURES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Administrative (10% of revs)	114,291	122,082	117,150	121,910	123,033	127,370	133,295	139,979	145,030	150,363	155,158	160,094	165,175	170,404	175,783
Personnel Services	51,451	52,765	55,099	58,690	57,380	64,065	70,908	72,486	74,110	75,781	78,812	81,965	85,243	88,653	92,199
Professional Services	2,500	9,228	8,563	9,200	4,913	9,500	9,500	9,500	9,750	9,750	10,000	10,000	10,000	10,000	10,000
Purchased Services	838,675	864,870	914,122	944,254	933,072	971,962	1,010,019	1,043,177	1,084,404	1,127,804	1,169,403	1,212,629	1,257,550	1,304,234	1,350,709
Supplies	70,050	85,284	65,253	78,000	78,672	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000	78,000
Asset Management Plan	41,422	26,703	9,149	90,000	39,049	50,000	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
OPERATING EXPENSES	1,118,390	1,160,932	1,169,336	1,302,054	1,236,119	1,300,897	1,326,722	1,393,143	1,441,294	1,491,698	1,541,123	1,592,688	1,645,968	1,701,291	1,756,691
OTHER USES	-	-	700,000	-											
TOTAL EXPENSES	1,118,390	1,160,932	1,869,336	1,302,054	1,236,119	1,300,897	1,326,722	1,393,143	1,441,294	1,491,698	1,541,123	1,592,688	1,645,968	1,701,291	1,756,691
OPERATING INC / (DEC) CASH	254,522	193,888	(535,339)	117,048	199,212	(6,199)	6,227	6,652	9,007	11,933	10,455	8,256	5,784	2,745	1,136
PRIOR CASH BALANCE	985,555	1,240,077	1,433,965	898,626	898,626	1,097,838	1,091,640	1,097,867	1,104,519	1,113,526	1,125,458	1,135,914	1,144,170	1,149,954	1,152,699
CURRENT CASH	1,240,077	1,433,965	898,626	1,015,674	1,097,838	1,091,640	1,097,867	1,104,519	1,113,526	1,125,458	1,135,914	1,144,170	1,149,954	1,152,699	1,153,835
OPERATING RES TARGET:	559,195	580,466	584,668	651,027	618,060	650,448	663,361	696,571	720,647	745,849	770,561	796,344	822,984	850,646	878,345
	(6 mo.)														
AVAILABLE CASH	680,882	853,499	313,958	364,647	479,779	441,191	434,506	407,948	392,879	379,609	365,352	347,826	326,969	302,053	275,489
ASSET MANAGEMENT PLAN	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
TV Monitoring & Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair manhole	41,422	26,703	9,149	90,000	39,049	50,000	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Lift	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL AMP EXPENDITURES	41,422	26,703	9,149	90,000	39,049	50,000	25,000	50,000							

Sewer Fund
Capital Projects Fund
4/16/2015

Exhibit B

REVENUES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Sewer Tap Fees	317,866	130,307	539,984	324,800	362,286	127,600	132,000	155,000	160,000	165,000	170,000	175,000	180,000	185,000	190,000
Opportunity Fees/Misc/Grants	-	-	-	-	-	350,000	-	-	-	-	-	-	-	-	-
Interest	8,881	8,300	4,177	11,077	2,000	27,350	37,005	40,358	45,633	51,185	57,022	63,152	69,582	76,320	83,376
Transfer in from O & M	-	-	700,000	-	-	-	-	-	-	-	-	-	-	-	-
Advancement Payment from Water	-	-	-	-	-	0	0	-	-	-	-	-	-	-	-
TOTAL CAPITAL REVENUES	326,747	138,607	1,244,161	335,877	364,286	154,950	519,005	195,358	205,633	216,185	227,022	238,152	249,582	261,320	273,376
EXPENDITURES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022	2023	2024
Administrative (10% of revs)	32,675	13,861	54,416	33,588	36,429	15,495	16,901	19,536	20,563	21,619	22,702	23,815	24,958	26,132	27,338
Sewer Plant/Paper Expansion	-	-	1,064,190	-	-	-	-	-	-	-	-	-	-	-	-
Utility Shop - Cottonwood	2,257	9,928	1,725	25,000	3,521	37,500	1,500,000	-	-	-	-	-	-	-	-
Sewer Lines/Interceptors	-	-	-	10,000	8,553	100,000	-	-	-	-	-	-	-	-	-
Advancement to Water Capital Fund	-	-	-	450,000	-	-	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL EXPENDITURES	34,932	23,789	1,120,331	518,588	48,502	152,995	1,516,901	19,536	20,563	21,619	22,702	23,815	24,958	26,132	27,338
OPERATING INCREASE (DEC) CASH	291,815	114,818	123,829	(182,711)	315,783	1,955	(997,896)	175,822	185,070	194,567	204,320	214,336	224,624	235,188	246,038
PRIOR CASH BALANCE	1,494,971	1,786,786	1,901,604	2,025,433	2,025,433	2,341,217	2,343,172	1,345,276	1,521,098	1,706,168	1,900,735	2,105,055	2,319,391	2,544,015	2,779,203
CURRENT CASH	1,786,786	1,901,604	2,025,433	1,842,722	2,341,217	2,343,172	1,345,276	1,521,098	1,706,168	1,900,735	2,105,055	2,319,391	2,544,015	2,779,203	3,025,241

Exhibit B

Blue River WasteWater Treatment Plant Fund

REVENUES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022
Entities - AMP													
Silverthorne	205,467	215,965	250,396	263,207	263,010	276,367	290,186	304,695	319,930	335,926	352,723	370,359	388,877
Dillon	103,967	109,279	114,479	120,336	120,246	126,353	132,671	139,304	146,269	153,583	161,262	169,325	177,791
Buffalo Mountain	112,696	118,454	108,857	114,427	114,341	120,148	126,156	132,463	139,087	146,041	153,343	161,010	169,061
Dillon Valley	58,346	61,327	56,358	59,242	59,197	62,204	65,314	68,580	72,009	75,609	79,389	83,359	87,527
Mesa Cortina	12,725	13,375	13,006	13,671	13,661	14,355	15,072	15,826	16,617	17,448	18,321	19,237	20,199
Interest	10,817	10,115	6,915	18,081	7,130	29,722	43,913	65,196	67,598	16,763	8,284	19,334	8,762
Grants/Contributions	-	-	2,128	1,083,333	434,702	898,632	-	-	-	-	-	-	-
Sales of Capital Assets/Misc	24,900	47,730	5,773	-	-	-	-	-	-	-	-	-	-
Transfer In From Other Fund	-	750,000	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	528,917	1,326,245	557,911	1,672,297	1,012,288	1,527,780	673,311	726,064	761,509	745,370	773,322	822,623	852,216

EXPENDITURES	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022
Major Maintenance / AMP	289,254	774,562	766,005	2,082,000	718,801	1,985,000	705,000	646,000	2,456,000	1,028,000	405,000	1,175,000	600,000
Transfer Out to Other Capital													
TOTAL EXPENDITURES	289,254	774,562	766,005	2,082,000	718,801	1,985,000	705,000	646,000	2,456,000	1,028,000	405,000	1,175,000	600,000

INCREASE (DEC) CASH	239,663	551,683	(208,093)	(409,703)	293,487	(457,220)	(31,689)	80,064	(1,694,491)	(282,630)	368,322	(352,377)	252,216
PRIOR CASH BALANCE	1,785,359	2,025,023	2,576,706	2,368,613	2,368,613	2,662,100	2,204,880	2,173,192	2,253,256	558,765	276,135	644,457	292,080
CURRENT CASH	2,025,023	2,576,706	2,368,613	1,958,910	2,662,100	2,204,880	2,173,192	2,253,256	558,765	276,135	644,457	292,080	544,296

Blue River Waste Water Treatment Plant Fund
Asset Management Long Range Plans

DETAIL	2011 Act	2012 Act	2013 Act	2014 Bud	2014 Act	2015 Bud	2016 Bud	2017	2018	2019	2020	2021	2022
Pump Room, Pumps & Motors	29,893	74,740	22,816	110,000	42,177	10,000	80,000	80,000	-	-	-	-	-
Pumps Scum	-	-	-	60,000	96,060	-	-	-	-	-	-	-	-
UV Disinfection	-	-	-	125,000	88,946	80,000	-	-	-	-	-	-	-
E A-Basin Rehab	-	-	-	-	-	50,000	-	-	-	-	-	-	-
Valve replacement Pond Box	-	-	-	-	-	50,000	-	-	-	-	-	-	-
Valve Replacement	-	-	-	-	-	-	-	6,000	6,000	8,000	10,000	10,000	10,000
VFD Replacement	-	13,923	6,096	20,000	20,319	30,000	30,000	30,000	30,000	30,000	35,000	35,000	40,000
Digester Rehab.	17,723	244,696	3,886	-	-	-	-	-	2,000,000	-	-	-	-
Nutritm Grant Project - Reg 85	-	-	29,285	1,200,000	246,494	930,000	-	-	-	-	-	-	-
New MCC Secondary/MCC Upgrade	-	-	125,368	-	-	-	-	-	-	-	-	-	-
Pavement/Security Gate	-	-	6,208	60,000	-	60,000	90,000	-	-	-	-	-	-
Clairfloculator/thickener	-	-	-	200,000	-	190,000	75,000	100,000	-	-	-	-	-
Solar Garden	-	-	369,538	-	-	-	-	-	-	-	-	-	-
Centrifuge	-	361,916	30,000	-	-	-	-	-	-	-	-	-	-
Remodeling/Painting/Floor Repair	134,823	30,678	8,590	140,000	69,710	-	-	-	-	-	-	-	450,000
Bldg Maintenance/Donners/Roof	-	-	-	-	-	185,000	-	60,000	50,000	-	80,000	-	-
Biosolids Storage Facility/HRV	-	-	-	-	-	-	-	-	-	-	-	-	-
Collection System	-	-	-	-	-	-	-	-	-	-	-	-	-
Pretreatment Upgrades	-	-	79,500	47,000	47,634	60,000	-	100,000	250,000	-	-	-	-
Pond Related	-	-	-	-	-	-	-	-	-	100,000	100,000	1,000,000	-
Paving/Sidewalks/Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-
Process Equipment	92,882	38,489	-	60,000	85,054	60,000	-	80,000	80,000	80,000	80,000	80,000	100,000
Vehicles/Heavy Equipment	-	-	-	-	-	-	-	40,000	40,000	-	-	50,000	-
Security	-	-	-	60,000	632	-	-	-	-	-	-	-	-
Odor Control /HVA	13,932	10,121	-	-	-	-	-	100,000	-	-	100,000	-	-
Filter 3 & \$ Rehab	-	-	-	-	-	50,000	-	50,000	-	-	-	-	-
Influent Box Bypass to Pond	-	-	-	-	-	-	-	-	-	-	-	-	-
Clairfier #3 Rehab	-	-	-	-	-	80,000	-	-	-	-	-	-	-
ControlLogix Upgrade	-	-	-	-	-	150,000	200,000	-	-	-	-	-	-
Discharge Relocate	-	-	-	-	-	150,000	-	-	-	-	-	-	-
Copier	-	-	6,816	-	-	-	-	-	-	800,000	-	-	-
Donner Rebuild	-	-	73,100	-	-	-	-	-	-	10,000	-	-	-
Other	-	-	4,803	-	-	-	-	-	-	-	-	-	-
TOTAL	289,254	774,562	766,005	2,082,000	718,801	1,985,000	705,000	646,000	2,456,000	1,028,000	405,000	1,175,000	600,000

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Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*,
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: May 7, 2015, for the meeting of May 13, 2015
SUBJECT: Final Plat, SIA, and Site Plan - Angler Mountain Ranch Lakeside
Townhomes, Filing No. 7 (Project No. PT2015-004)

SUMMARY: The applicant, Tim Crane of Compass Homes Development, is requesting approval of a Final Plat and Site Plan for Angler Mountain Ranch (AMR) Lakeside Townhomes, Filing No. 7. The Final Plat and Site Plan are for six (6) duplex buildings and a new private road to be named Dragonfly Lane in Angler Mountain Ranch. The application comprises the first phase of Lakeside Townhomes, Filing No. 7, in Planning Area Two (PA-2) of AMR. The proposal would not disturb wetlands or affect geologic hazard areas if approved.

PREVIOUS COUNCIL ACTION: On May 10, 2006, the Town Council approved the Sketch Plan for a Major PUD Amendment and Residential Subdivision for Angler Mountain Ranch which contemplated a total of 241 residential units. Town Council on February 14, 2007, approved the AMR Preliminary Subdivision Plat with conditions. Final PUD zoning on the AMR project was approved by Town Council on May 14, 2007. Final Subdivision approval for Filings 1 and 2 of AMR was approved in May of 2007, and Filings 3 and 4 were approved in June of 2008. On May 13, 2009, the AMR Major PUD Amendment was given Final Plan approval reducing the total density to 232 residential units. Angler Mountain Ranch Lakeside Townhomes, Filing No. 5 was approved by Council on July 10, 2013. The Final Site Plan for AMR Lakeside Townhomes, Filing No. 5 – First Amendment, was approved by Council on August 14, 2013. Council approved the Preliminary Subdivision and Site Plan for AMR Lakeside Townhomes, Filing No. 6 on April 9, 2014. On September 10, 2014, Council approved a Final Site Plan for AMR Lakeside Townhomes, Filing No. 6.

BACKGROUND: AMR Lakeside Townhomes, Filing No. 7, continues the build-out of the remaining sixty-one (61) units AMR Lakeside Townhomes along the east side of Fly Line Drive. The completion of AMR Lakeside Townhomes will ultimately result in a final density of 127 units out of a total of 130 units approved for the PA-2 Planning Area. The development of AMR Lakeside Townhomes, Filing No. 7, will progress in phases in keeping with the previous filings of Lakeside Townhomes.

DISCUSSION: Please see the attached Staff Report.

PLANNING COMMISSION RECOMMENDATION: Planning Commission, by a vote of 4-0, recommends approval of the Final Plat and Site Plan for AMR Lakeside Townhomes Filing No. 7.

PROPOSED MOTION: *"I move to approve the Final Plat with the associated SIA, and Final Site Plan, for Angler Mountain Ranch Lakeside Townhomes, Filing No. 7."*

Town of Silverthorne
Town Council Agenda Memorandum

ATTACHMENTS:

Staff Report and Exhibits

MANAGER'S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

From: Matt Gennett, AICP, Planning Manager *MG*
Thru: Mark Leidal, AICP, Assistant Town Manager *ML*
Date: May 7, 2015, for the meeting of May 13, 2015
Subject: Final Plat and Site Plan, Angler Mountain Ranch Lakeside Townhomes, Filing No. 7 (PT2015-004)

Owner/Applicant: Tim Crane, Compass Homes Development, LLC

Proposal: The applicant is requesting Final Plat and Site Plan approval for six (6) duplex buildings and a new private road to be named Dragonfly Lane in Angler Mountain Ranch (AMR). The application comprises the first phase of Lakeside Townhomes, Filing No. 7, in Planning Area Two (PA-2) of AMR. The proposal would not disturb wetlands or affect geologic hazard areas if approved.
(Please see the attached plans for further information.)

Address: Not assigned

Legal Description: Tract 6C, Angler Mountain Ranch Lakeside Townhomes, Filing No. 6

Site Area: 2.74 acres

Zone District: PUD – AMR Planning Area 2 (PA-2)

Site Conditions: The proposed site is currently an undeveloped portion of PA-2 in the AMR PUD.

Adjacent Uses: North: AMR Lakeside Townhomes, Filing No. 6
South: AMR Lakeside Townhomes, Filing No. 2
East: AMR Lakeside Townhomes Filing Nos. 4 & 5
West: AMR Tract F, Filing No. 3

Height: Allowed: 35' max
Proposed: 35' or less

Lot Coverage: Allowed: 40% max
Proposed: 18% (18,148 sq. ft.)

Parking: Required: Two off-street parking spaces/unit
Proposed: Two off-street parking spaces/unit

Snowstack: Required: 25% of paved surface (minimum)
Proposed: 40% (8,720 sq. ft.)

Town of Silverthorne, Colorado
Town Council Staff Report

Setbacks: Required: 20' front setback from Public ROW and private road easement or 20' front-loaded garage setbacks, 15' side, and 25' rear setback and a minimum of 15' separation between buildings.
Proposed: Meets or exceeds setback requirements

PREVIOUS COUNCIL ACTION: On May 10, 2006, the Town Council approved the Sketch Plan for a Major PUD Amendment and Residential Subdivision for Angler Mountain Ranch which contemplated a total of 241 residential units. Town Council on February 14, 2007, approved the AMR Preliminary Subdivision Plat with conditions. Final PUD zoning on the AMR project was approved by Town Council on May 14, 2007. Final Subdivision approval for Filings 1 and 2 of AMR was approved in May of 2007, and Filings 3 and 4 were approved in June of 2008. On May 13, 2009, the AMR Major PUD Amendment was given Final Plan approval reducing the total density to 232 residential units. Angler Mountain Ranch Lakeside Townhomes, Filing No. 5 was approved by Council on July 10, 2013. The Final Site Plan for AMR Lakeside Townhomes, Filing No. 5 – First Amendment, was approved by Council on August 14, 2013. Council approved the Preliminary Subdivision and Site Plan for AMR Lakeside Townhomes, Filing No. 6 on April 9, 2014. On September 10, 2014, Council approved a Final Site Plan for AMR Lakeside Townhomes, Filing No. 6.

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STAFF COMMENTS:

Final Subdivision Plat: The criteria for approval of a Final Plat are listed in Town Code Section 4-5-10(d) as follows: 1) *Consistency with Comprehensive Plan and other Town master plans and standards.* 2) *Consistency with Chapter 4 of this code and other applicable standards established by the Town.* 3) *Consistency with Zone District Standards or Planned Unit Development Guide, if applicable.*

The Final Plat proposed for Lakeside Townhomes, Filing No. 7 adheres to the AMR PUD Development Plan and Guide, which was previously approved in accordance with Town Code Section 4-5-10(d). The proposed Final Plat subdivides Tract 6C into three new parcels: Tracts 7A, 7B, and 7C, and is intended to facilitate the build-out of a portion of the remaining approved density in the PA-2 Planning Area. The proposed duplex structures will be located on Tract 7A, Tract 7B will be a common element dedicated as open space, and Tract 7C is a future expansion area.

In addition to the three tracts detailed above, the plat also establishes the alignment of

Town of Silverthorne, Colorado
Town Council Staff Report

Dragonfly Lane, which is described and will be maintained as a "35' Private Access and Utility Easement. The Final Plat will be accompanied by a Subdivision Improvements Agreement (SIA), for Council's review, to secure all public improvements.

Final Site Plan Analysis:

Zoning – Tract 6C is zoned as Planning Area 2 (PA-2) in the AMR PUD Guide. Residential units configured as Duplex, Townhome, Condominium, and Caretaker units are the permitted residential land uses in the PA-2 zoning designation. The proposed Final Site Plan is consistent with the approved PUD Guide.

Density – Six duplex structures are proposed on Tract A with the subject Site Plan. The proposed density is consistent with the 4.2 dwelling units per acre maximum permitted in PA-2 by the AMR PUD Guide.

Setbacks – The six proposed duplex structures, as depicted on the Final Site Plan, meet or exceed the minimum building setback requirements of the approved AMR PUD Guide.

Exterior Lighting – Street lighting is being proposed as recommended by the Public Works Department. Cut/spec sheets for future exterior building light fixtures have been provided with this application to meet Town Code. Proposed exterior lighting fixtures will be reviewed again as part of each Building Permit application.

Grading and Drainage – The final drainage plan, as proposed, adequately addresses site drainage.

Driveways – Proposed driveway widths conform to minimum standards. Four of the duplexes will be accessed off of the new Dragonfly Lane private easement, and the other two will be accessed directly off of Fly Line Drive.

Landscaping – Landscaping in the Angler Mountain Ranch development is required to follow Silverthorne Town Code (STC) landscaping requirements. In the case of a Multi-family residential development, 50% of all deciduous trees are required to be one and one-half (1.5) inch caliper and 50% are required to be two (2) inch caliper; 50% of the evergreen trees are required to be a minimum of six (6) feet in height; and, 50% are required to be eight (8) feet in height. The Applicant is proposing a landscaping plan which provides a variety of tree sizes that meet the requirements above with 57 deciduous trees and 57 evergreens. Staff finds the proposal meets the standards of the Landscaping Requirements found in Section 4-6-11, STC.

Building Height – Final building height shall be measured from the site's predevelopment grade. Predevelopment grade is considered the grade level existent prior to any site grading work. The Applicant has proposed six (6) duplex structures depicted with roof heights at or below the maximum building height of 35 feet in PA-2.

Building Orientation and Siting – Pursuant to the requirements for PA-2 as detailed in the PUD Development Guide, the proposed new duplexes are sited and oriented in an

Town of Silverthorne, Colorado
Town Council Staff Report

appropriate manner.

Building Separation – Minimum building separation under the AMR PUD is fifteen (15) feet. All units on the Final Site Plan meet the minimum separation requirements.

Environmental Hazards – There are no known environmental hazards on Tract 6C, AMR Lakeside Townhomes, Filing No. 6. While portions of AMR property do contain areas of possible slope instability, all areas approved for development are located outside identified the subareas with potential slope instability.

Sensitive Areas – Wetlands occur immediately to the east of the proposed eastern property line of Tract 7A. The Final Site Plan shows a limited amount of landscaping within the 25' wetland buffer in keeping with the provisions of the approved Disturbance Permit Application (DPA) for AMR. The applicant has proposed Best Management Practices (BMPs) that conform to the requirements of Section 4-8-21 *Disturbance Plan practice standards*.

Architecture – Residential units shown on the Lakeside Townhomes Filing No. 7 plans are multi-family units. Exterior maintenance of the structures will be conducted by a Homeowners Association. Under the PUD Guidelines the architecture must follow the following minimum architectural criteria:

- a) Siding may include wood siding, shake shingles, stucco accents, metal accents, or log with or without chinking. Combinations of siding are also permitted.
- b) Colors shall be earth tones and natural colors.
- c) Masonry and/or metal accents may be used.
- d) Garage doors should be sided to compliment the building siding.

Staff finds the six proposed duplex structures meet the minimum architectural criteria.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission, by a vote of 4-0, recommends approval of the Final Plat and Site Plan for AMR Lakeside Townhomes, Filing No. 7.

Suggested Motion: *“I move to approve the Final Plat with the associated SIA, and Final Site Plan, for Angler Mountain Ranch Lakeside Townhomes, Filing No. 7.”*

Alternative Motion: Should the Town Council find that the application does not meet the subdivision requirements, staff recommends the following motion:

“I move to deny the Final Plat and Site Plan for Angler Mountain Ranch Lakeside Townhomes, Filing No. 7, with the finding that it does not meet Town Code Section 4-5-3 Suitability of land for subdivision.”

EXHIBITS:

Exhibit A: Project Narrative by the Applicant
Exhibit B: Final Site Plan (Reduced Copy)

Town of Silverthorne, Colorado
Town Council Staff Report

Exhibit C: Town Engineer Memorandum, dated April 20, 2015
Exhibit D: Subdivision Improvements Agreement

ATTACHMENT:

Application Binder (contains all materials related to Final Plat and Site Plan)

Angler Mountain Ranch
Lakeside Townhomes
Filing 7 Final Site Plan and Plat

Narrative for Lakeside Townhomes
Angler Mountain Ranch Filing 7

February 10, 2015

Applicant:
Compass Homes Development LLC

Summary

This Final Site Plan and Plat submittal includes a portion of the Lakeside Townhomes in Planning Area 2 at Angler Mountain Ranch. Compass Homes Development, LLC is proposing 6 duplex buildings on a new street named Dragonfly Lane at Angler Mountain Ranch. The Site Plan, which is in conformance with Town Code, contains these 6 duplex buildings on 1 tract of 2.746 acres. This Site Plan is in conformance with the Angler Mountain Ranch PUD Development Guide and Plan. The residential units do not affect wetlands or geologic hazard areas. This Final Site Plan and Subdivision is consistent with the previously approved Preliminary Plat.

As with all previous portions of the multi-family development, these units will be platted as party-wall townhomes upon completion. Decks, patios, sidewalks and parking areas in front of garages will be HOA owned and maintained as Limited Common Elements, and all other land around the units on this site, will be HOA owned and maintained as Common Elements.

Architecture

The architectural elevations included with this submittal show buildings that reflect the Angler Mountain Ranch theme and do not exceed the 35' height limit. The elevations and the materials will be consistent with that of the other phases of duplexes and triplexes.

Site Characteristics

The site is gently sloping to the northwest and the vegetation is a mix of grasses and remnants of the old gravel operations. The west and south portions of the site are bordered by the old ranch road, which is currently in wetlands buffer area. There are no trees on the site to be removed, however some areas include wetland buffers and associated plant species. No structures currently exist on this site. The east is bordered by Bald Eagle Road, the west and south is bordered by Fly Line Drive and HOA owned Private Open Space, and the north is bordered by future expansion area and additional HOA owned Private Open Space.

The original Geotechnical Report prepared by Golder Associates addresses this site and is on file at the Town

Zoning

The zoning of the parcel is currently subject to the provisions of the Angler Mountain Ranch PUD. The tract is designated as Planning Area 2 and is allowed residential "Multi-family" use, as proposed. The proposed use for the site plan is 6 duplex buildings, which are allowed uses.

Access and Circulation

Bald Eagle Road provides primary vehicular access through the Angler Mountain Ranch property. Fly Line Drive turns off Bald Eagle as the road begins to climb north, and with this filing, Dragonfly Lane will branch off of Fly Line Drive and end in an approved hammer-head turn-around. The associated ROW will be dedicated to the Town with this plat.

All necessary parking for these buildings is provided either in garages or in front of garages.

Environmental

There are no environmental impacts associated with this site plan.

Landscaping

A Landscape Plan has been included with this submittal. The proposed plan includes improvements to the 25' Wetland Buffer, which is currently non-functional due to the old ranch road crossing through the buffer area. It is proposed that the buffer area be cleaned up and re-vegetated with native grasses, cottonwoods and willows that will thrive in the environment and provide for a better functioning wetland buffer. Improvements to the wetland buffers have been comprehended previously.

Development Schedule and Phasing

Pending Town approval of this Final Site Plan, the applicant intends to begin construction of the public improvements as soon as schedules permit. Construction of the duplex units will be sales dependent.

TO: Matt Gennett, Planning Manager
FROM: Dan Gietzen, Town Engineer
DATE: April 20, 2015
SUBJ: Angler Mountain Ranch Lakeside Townhomes Filing 7, Final site plan review.

Engineering / Public Works comments:

The current proposal includes a portion of the units that have already undergone Preliminary site plan review as part of Lakeside Townhomes Filing 6, last year in 2014.

Engineering Staff drafted two comment memos in 2014 regarding the full scope of Filing 6. Comments from 2014 which were applicable to this Filing 7 portion or scope have all been satisfied with this current submittal.

**TOWN OF SILVERTHORNE, COLORADO
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
ANGLER MOUNTAIN RANCH LAKESIDE TOWNHOMES, FILING NO. 7 – A
RESUBDIVISION OF TRACT 6C, ANGLER MOUNTAIN RANCH LAKESIDE
TOWNHOMES, FILING NO. 6**

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2015, by and between Angler Mountain Ranch, LLC, whose address is PO Box 5265, Frisco, Colorado 80443, hereinafter referred to as "Owner," and the Town of Silverthorne, a municipal corporation of the State of Colorado, the address of which is P.O. Box 1309, Silverthorne, Colorado 80498, sometimes hereinafter referred to as "Silverthorne," together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner holds title to certain real property located within Silverthorne and described on **Exhibit A** attached hereto (the "Property") and Owner has submitted an application for development of said property known as Angler Mountain Ranch Lakeside Townhomes, Filing No. 7 (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project and development of the Property, certain improvements, which are more particularly described on **Exhibits B and C** attached hereto (hereinafter referred to as "Improvements") must be constructed by Owner ; and

WHEREAS, Owner shall also satisfy any other applicable condition or conditions of approval of the Project; and

WHEREAS, Silverthorne and Owner desire to evidence their agreement regarding the construction of these Improvements.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of approval of the Project and development of the Property.
2. **Exhibits and Inclusions.** This Agreement includes the following Exhibits which are attached hereto and incorporated herein by this reference:
 - a. **Exhibit A:** Legal Description of the Property
 - b. **Exhibit B:** Improvements Quantities and Cost Estimates

c. **Exhibit C:** Wet Stamped Engineering plans and specifications prepared by Ten Mile Engineering dated January 26, 2015, submitted to and approved by Silverthorne, and included as a part of this Agreement together with any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".

d. **Exhibit D:** Form of Partial Release of Letter of Credit

3. Improvements to be Constructed. Owner shall install the Improvements described in **Exhibits B and C** and shall be responsible for all associated costs thereof. Before beginning any site work or the construction of any Improvements, the Owner shall submit to Silverthorne final construction plans and specifications for the Improvements which have been stamped and signed by the engineer(s) who prepared the Engineering Plans. The Owner agrees that the Improvements shall be constructed in accordance with the approved Engineering Plans. The Owner agrees to adhere to all Federal, State and local rules and regulations during construction.

Owner shall not modify the approved Engineering Plans or construction methods, means, materials or locations for any of the Improvements without the prior written approval of Silverthorne.

4. Rights-of-Way and Easements. Owner shall provide and dedicate all necessary rights-of-way and easements related to the site development and the construction of the Improvements at the time of final plat for the Project. Owner shall also be responsible for acquiring all other applicable easements, permits and licenses necessary for the construction of the Improvements.

5. Plans and Drawings. Owner will furnish Silverthorne, at Owner's cost, five (5) copies of the Wet Stamped Engineering Plans and all supplemental plans, drawings and specifications relating to the Improvements and overall Project development which shall be prepared, stamped and certified by a licensed, registered Professional Engineer (P.E.), hereafter referred to as the "Design Engineer" or "Engineer of Record." Owner shall furnish Silverthorne three (3) paper copies showing the constructed Improvements in their as-built locations prior to Silverthorne's acceptance of the Improvements. Owner shall pay the cost of adding "as-built" drawings to Silverthorne's GIS system.

6. Cost Estimate for Improvements. In order to secure the construction and installation of the Improvements such that Silverthorne has sufficient funds to complete the construction should Owner default, Owner has estimated the costs of Improvements to be installed as itemized in **Exhibit B**. Silverthorne has, in good faith, reviewed and approved the cost estimates. The Parties acknowledge that the costs and quantities set forth on **Exhibits B and C** are estimates and that the actual costs and quantities may vary from such estimates.

7. Additional Costs. Owner shall be responsible for all costs for the Project, in addition to the basic costs of construction estimated in **Exhibits B and C**, including, but not limited to preliminary and final design, plan, as-built drawing preparation, construction costs, surveying costs and required studies related to the Project including but not limited to traffic, utilities, and geotechnical studies as well as, inspection and certification, performance and guarantee during construction and the following warranty period, and any other administrative or legal expenses.

8. Security.

- a. Owner shall secure all of its obligations under this Agreement by furnishing to Silverthorne either cash or a letter of credit in the amount of \$438,327.00 in a form acceptable to Silverthorne issued by a Colorado bank or another lender (the "Issuer") acceptable to Silverthorne.
- b. If Owner fails to perform or observe any obligation or condition required by this Agreement, and if such default or defaults remains uncured for more than thirty (30) days after Owner's receipt of written notice thereof from Silverthorne, Silverthorne may either (A) cure the default at Owner's expense and draw on the Letter of Credit from time to time to pay the costs it incurs in connection therewith or (B) issue written notice advising Owner that specific Improvements constructed have been deemed unacceptable until the Owner complies with all obligations and conditions of this Agreement.
- c. The procedures for drawing on the Letter of Credit shall apply whether there may be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by Owner, Silverthorne may consider allowing partial releases of the Letter of Credit as construction of the Improvements progresses. Partial releases shall be considered only for the completion of Improvement items and quantities identified in **Exhibits B and C**. Partial release requests shall be made in writing and shall be accompanied by appropriate records documenting the Improvement items completed their quantities, lengths and/or limits and associated cost amounts. This documentation may include, but is not limited to copies of bills and paid invoices, the schedule of values for the work performed and schedule of values summarizing the work remaining, as well as any other supporting documentation requested by Silverthorne. Silverthorne may elect to inspect the Improvements to verify their completion and shall determine the amount of the partial release within ten (10) business days following its receipt of the request. If Silverthorne agrees that the amount of the partial release request appears to be in proper proportion for the amounts of the completed (and remaining) Improvements and that the Improvements

have been constructed in accordance with the approved Engineering Plans and any other applicable requirements of this Agreement, then Silverthorne may release a portion of the Letter of Credit. The amount of the partial release shall be the amount or quantity of the Improvement completed as identified in **Exhibit B**. Partial release requests shall be made no more frequently than once per calendar month.

- e. No determination by Silverthorne of construction performed nor any partial release of any portion of the Letter of Credit shall be deemed as acceptance of Improvements by Silverthorne.

9. Completion. Before any building permit can be issued within the Project (other than for facilities required as part of the Improvements and as described in **Exhibits B and C**), all improvements must be completed, inspected, approved and accepted by Silverthorne. All Improvements shall be completed in accordance with the approved Engineering Plans, within two (2) years after approval of the Project by Silverthorne. Extension of time for completion of Improvements may be considered by Silverthorne for good cause shown. "Good cause" shall be determined by Silverthorne.

10. Materials and Workmanship. Unless otherwise approved by Silverthorne in writing, all materials to be used for constructing the Improvements shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by Silverthorne), Owner shall furnish Silverthorne the name of the manufacturer of equipment and materials which it contemplates using for the construction of the Improvements. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and any additional information requested by Silverthorne. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used for the Improvements without Silverthorne's approval shall be at the risk of subsequent rejection.

11. Work Specifications. All work done under this Agreement shall be completed to the lines, grades, and elevations and shall be constructed with the materials and means shown on the approved Engineering Plans. Owner shall keep Silverthorne informed, at least five (5) calendar days in advance, of the times and places at which it wishes to undertake construction. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other staking in accordance with the approved Engineering Plans may be ordered removed and replaced at Owner's cost and expense. Silverthorne and/or the Inspector shall issue written notice to Owner regarding any construction or activity which Silverthorne deems unacceptable. All stakes, bench marks, and other survey points shall be preserved by Owner until the Improvements have been accepted by Silverthorne.

12. Protection.

- a. Owner shall keep and maintain all of the Improvements in good order and condition until Silverthorne formally accepts the Improvements. Owner shall at its cost repair or replace any damage to or destruction of the Improvements that occurs prior to such acceptance by Silverthorne, except to the extent that such damage or destruction is caused by agents or employees of Silverthorne.
- b. Owner shall take all steps necessary to prevent its construction activities from damaging adjacent properties. If any adjacent property is damaged during site work or during the construction of the Improvements, Owner shall at its cost promptly repair or replace the damaged property to a condition equal to or better than that which existed before such damage or injury.
- c. Owner shall take all steps necessary to prevent its construction activities from causing bodily injury to person, including without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.
- d. In addition to complying with erosion control measures described in the Engineering Plans, Owner shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. Owner shall be responsible for obtaining all applicable local, State and/or Federal required construction stormwater permits prior to commencement of site work.

13. Construction Inspection. Inspection shall be provided to assure that all work is performed in accordance with the approved Engineering Plans and with the terms of this Agreement. Owner is responsible for the cost of inspection services related to construction of the Improvements. Full time inspection shall be provided by the Owner's Engineer, unless an alternative method or schedule is approved by Silverthorne in writing. The Inspector and inspection schedule shall be subject to the approval of Silverthorne. The Inspector(s) as described above (hereinafter referred to as "Inspector") will inspect the construction materials and will observe construction of the Improvements to be dedicated to Silverthorne to assure that they have been constructed in compliance with the approved Engineering Plans, and with Silverthorne's standards and regulations. The Inspector shall document their observation of construction on a daily basis and on a form acceptable to Silverthorne, which may also include photo and video documentation. In the event that there are questions or concerns at any time about the quality of construction and/or materials or methods used during construction, Silverthorne may issue written notice advising Owner that specific Improvements in question have been deemed unacceptable.

- a. The Inspector shall notify the Owner within twenty-four (24) hours of all construction or material defects or problems with the construction, either noted by the Inspector or presented to the Inspector by the Owner's Engineer, or by Silverthorne. Such claims may include any matter relating to the materials being used, execution and progress of the work or interpretation of this Agreement, including the approved Engineering Plans. Any subsequent recommendations or proposed revisions from the Owner's Engineer shall be subject to the final review and decision of the Silverthorne Public Works Director or his or her designee.
- b. The Inspector shall make daily estimations of amounts and quantities of work performed hereunder.
- c. The Inspector and Silverthorne shall have free access to the work at all times. Owner shall furnish both Inspector and Silverthorne with the means for ascertaining whether the work being performed or the work which has been completed is in accordance with the approved Engineering Plans and Silverthorne's Engineering Standards.
- d. The Inspector is in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. Silverthorne hereby designates the Public Works Director or his or her designee(s) as representatives with authority to speak for Silverthorne, and with whom the Inspector shall communicate on all matters provided for in this Agreement.
- f. Inspections may extend to all or any part of the Improvements and to the preparation or manufacture of the materials to be used. The Inspector is not authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Silverthorne or Owner. Owner agrees to pay for the Inspector and all related inspection services.
- g. Owner agrees to pay Silverthorne for the examination of submitted plans and Silverthorne's inspection of the work.

14. Quality of Work. If at any time it is determined by Silverthorne or the Inspector that substandard material, not conforming to the requirements of the approved Engineering Plans and specifications has been delivered to the Project or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced at the Owners expense.

- a. Any failure to earlier detect defective design, material, or workmanship shall not impair Silverthorne's right to a completed and functional project constructed per the approved Engineering Plans as well as applicable engineering standards and regulations.

- b. If Inspector or Silverthorne discovers defective materials, whether before, during or after installation and if Owner fails to replace rejected materials, Silverthorne may issue written notice advising Owner that these materials and the related Improvements will be deemed unacceptable.
- c. If the approved Engineering Plans, the specifications, the Owner's Engineer's instructions or requirements of any public authority, including Silverthorne, require any work to be specially tested or approved, Owner shall be responsible for performing such testing, obtaining passing test results and providing reports of those results to the Inspector and Silverthorne as quickly as possible, and prior to commencing further work. If any work is covered without approval of the Inspector, the Inspector and/or Silverthorne may order the work to be uncovered for examination and inspection. If Owner fails to comply with these requirements, then Silverthorne may issue written notice advising Owner that specific Improvements in question will be deemed unacceptable.
- d. Reexamination of work or materials may be ordered by the Inspector or Silverthorne. If so ordered, the work or materials must be uncovered by Owner. If such work or materials are found to be in accordance with this Agreement and the approved Engineering Plans, then the party requiring the reexamination shall pay the costs of uncovering, reexamination, replacement, and restoration of the site. If such work or materials be found not in accordance with this Agreement and the approved Engineering Plans, Owner shall pay such cost.
- e. In the event that adverse site or climatic conditions exist which may damage or endanger work, Silverthorne may issue written notice advising Owner that Improvements constructed during these conditions will be deemed unacceptable.

15. Final Inspection. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify Silverthorne and shall provide a letter, in a form acceptable to Silverthorne, from the Owner's Engineer certifying that all Improvements have been constructed in accordance with the approved Engineering Plans. Silverthorne will then, within ten (10) working days after such notice, make its final inspection. If such inspection determines that the construction of the Improvements appears to have been completed in accordance with the Engineering Plans and the other requirements of this Agreement, and that all Improvements appear to be operating correctly, Silverthorne will accept the Improvements by issuing a Certificate of Completion within ten (10) days of the date of the Final Inspection. If the inspection reveals that the work has not been completed in accordance with the approved Engineering Plans and the other requirements of this Agreement, or is not functioning or may not function correctly, Owner shall be notified in writing and shall promptly correct the deficiency at its cost and, following the completion of such corrective work, reissue its notice of completion

to Silverthorne. The re-inspection process and timeframes will be subject to the above schedule.

16. Acceptance of Improvements. Silverthorne shall not accept responsibility for ownership, operation and maintenance of the Improvements until all Improvements have been completed by Owner, have passed final inspection by Silverthorne and have subsequently received final acceptance thereof by Silverthorne. Upon written request by Owner for a Certificate of Completion, and provided that all of the payments and other performances within this Agreement have been made and completed by Owner, Silverthorne will issue the Certificate of Completion. Upon issuance of the Certificate of Completion, "**Improvements to be dedicated to and owned by Silverthorne**" as described in **Exhibit B** shall be deemed approved and accepted by Silverthorne and shall be owned, operated and maintained by Silverthorne, unless specific conditions are stated otherwise within the Certificate of Completion. All other Improvements which will NOT be dedicated to Silverthorne for ownership, as described in **Exhibit B**, shall be inspected by a private inspector, approved by Silverthorne, who shall provide Silverthorne with a written certification of compliance with the approved Engineering Plans for those constructed Improvements.

17. Warranty and Guarantee. Owner hereby warrants and guarantees to Silverthorne that the Improvements will be fully functional and free of all defects in design, materials, construction and function for a period of two (2) years from the date of their final acceptance by Silverthorne, measured by the date of issuance of the Certificate of Completion. Security shall be deposited to warrant the Improvements against defects during the two-year warranty period. Such warranty security shall be posted in the amount of twenty percent (20%) of the total construction cost of the Improvements for the two-year warranty period and shall be provided either as cash or via letter of credit in a form acceptable to Silverthorne and which is issued by a Colorado bank or another lender (the "Issuer") acceptable to Silverthorne.

- a. Owner warrants that upon acceptance of the Improvements by Silverthorne, title to all work performed and materials and equipment furnished in respect thereof will pass to Silverthorne free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed and materials and equipment furnished in respect of the Improvements are new, of good quality, free from all faults and defects, and in compliance with the approved Engineering Plans. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective and shall be removed and replaced at Owner's cost.

- c. If, within the applicable warranty and guarantee period set forth above, any of the work, materials or equipment is found to be or becomes defective or deficient Owner shall, without cost to Silverthorne, correct it promptly after receipt of notice from Silverthorne.
- d. The warranty and guarantee periods set forth above shall be extended for any remedial or repair work that may be necessary within the first two (2) years after the issuance of the Certificate of Completion for the Project by Silverthorne. Additionally, the warranty and guarantee period for remedial or repair work shall for be two (2) years after the date of performance of the remedial or repair work. Security, for the remedial or repair work shall also be retained by Silverthorne throughout this extended period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond in a timely manner, then Silverthorne may act immediately to respond, including ordering the suspension of work on the Project. If Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, Silverthorne may undertake the necessary remedial effort. In either event Owner shall immediately reimburse Silverthorne for all costs. Nothing contained herein shall impose any duty upon Silverthorne to act for Owner in an emergency.
- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by Silverthorne. The establishment of all warranty and guarantee periods shall not be construed to create a period of limitation for commencement of any legal proceedings brought for a breach of the warranty.

18. Notice. When any faulty condition in the Improvements is found, Silverthorne shall serve notice to Owner and/or its surety or Issuer of this condition. Upon receipt of said notice Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to Silverthorne. Security in the amount of the actual cost of repair and/or replacement shall be retained for this extended two (2) year period. In the event Owner fails to make such repairs or replacements, Silverthorne shall have the right to do so in the manner described herein. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

19. Remedies. In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, Silverthorne may refuse to further process any site development or building permit application for any property within the Town of Silverthorne, owned, in whole or in part, by Owner.

20. Indemnification.

- a. Owner hereby expressly binds itself to indemnify and save harmless Silverthorne and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them; any loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any person, firm or corporation during the construction of the Improvements or the applicable warranty period, arising in whole or in part from the acts or omissions of Owner, its contractors and agents
- b. The indemnity contained in this Paragraph benefits Silverthorne and its agents only. This Paragraph confers no benefit or right upon any third party.
- c. Silverthorne does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under any statute or common law doctrine, including the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.

21. Additional Conditions.

- a. **Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of Silverthorne's Town Code requirements and other applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Summit County district court.
- b. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. **Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

- d. **Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Summit County, Colorado; shall run with the land, and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale or transfer of the Property or portions thereof (to the extent of such portions only); provided however, that any successor, grantee or assignee of Owner shall be bound hereby with respect to the Property or such portions thereof so sold or transferred, and this document shall have been recorded and serve as a covenant running with and burdening the land described in Exhibit A, as the burdened property, as an easement in gross for the benefit of the Town of Silverthorne. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the Property. Owner shall notify Silverthorne in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer. Except as set forth in this Additional Conditions paragraph, this Agreement does not confer any right or benefit to any third party.
- e. **Force Majeure.** If Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by Silverthorne, unavoidable casualties or any other causes reasonably beyond Owner's control, then the Owner's time shall be extended for such duration as provided elsewhere in this section upon Owner's timely submission of its request for an extension of time.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Summit County, Colorado.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- j. **Vested Rights.** Silverthorne acknowledges and agrees that (i) Silverthorne has approved the Project, (ii) such approval is considered

a site specific development plan, and (iii) pursuant to Section 4-4-14 of the Town Code and Article 68 of Title 24, C.R.S., Owner has obtained vested property rights to develop the Project for a period of three (3) years commencing on the date of this Agreement, subject to Town Code Section 4-4-6. Notwithstanding anything to the contrary set forth in Paragraph 21.e above, the three (3)-year period for Owner's vested property rights to develop the Project will not be extended for force majeure or any other reason, unless Silverthorne consents to such extension.

k. **Lot Sales.** Owner may not enter into any contract for the sale of any of the Lots which may have been created by a Plat for the Property or take any Lot or ownership specific reservation until Owner has provided Silverthorne with the financial security required by this Agreement. This Section shall not be construed to restrict Owner's right to sell the entirety of the Property to another developer as a bulk sale.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

TOWN OF SILVERTHORNE, a Colorado municipal corporation

ATTEST:

By: _____
Bruce Butler, Mayor

Michele Miller, Town Clerk

ANGLER MOUNTAIN RANCH, LLC

By: _____

Title: _____

STATE OF COLORADO)
)
COUNTY OF SUMMIT) ss.

Acknowledged before me this ____ day of _____, 2015, by Bruce Butler, Mayor and by Michele Miller as Town Clerk of the Town of Silverthorne, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

[SEAL]

STATE OF COLORADO)
)
COUNTY OF SUMMIT) ss.

Acknowledged before me this ____ day of _____, 2015, by _____, *(Title and Company name)*.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

[SEAL]

Exhibit A

SITE IMPROVEMENTS AGREEMENT

Legal Description of the Project

Angler Mountain Ranch Lakeside Townhomes, Filing No. 7

Exhibit B

SITE IMPROVEMENTS AGREEMENT

Improvements Quantities and Cost Estimates

Improvements to be dedicated to and owned by Silverthorne. (Subject to the two (2) year Warranty period.)

	Item	total
1	Erosion Control	\$ 5,206.00
2	Clearing and Stripping	\$ 54,019.00
3	Excavation, Subgrade Prep	\$ 55,011.00
4	Water Main	\$ 43,113.00
5	Sewer Main	\$ 42,962.00
6	Storm Sewer, Water Quality	\$ 5,000.00
7	Roadbase, Paving, Curb & Gutter, Shoulder	\$ 74,275.00
8	Revegetation	\$ 4,320.00
9	Construction and Inspection Services	\$ 8,312.00
	Total	\$ 292,218.00
	150% of Total	\$ 438,327.00 Bond Amount

Exhibit C

SITE IMPROVEMENTS AGREEMENT

Engineering Plans

The Engineering Plans are incorporated herein by this reference, but not attached and not required to be recorded with this Agreement, but must be placed on file with Silverthorne's Public Works Department.

Exhibit D

SITE IMPROVEMENTS AGREEMENT

Form of Partial Release of Letter of Credit

Certificate for the Reduction of
Amounts Available Under
Irrevocable Letter of Credit No. _____
Dated _____ (the "Letter of Credit")

The undersigned, a duly authorized agent of the Town of Silverthorne, Colorado ("Beneficiary"), hereby certifies to _____ (the "Issuer") with reference to Irrevocable Letter of Credit No. _____ dated _____, _____, ("Letter of Credit") issued by the Issuer in favor of the Beneficiary, that:

- a) Beneficiary hereby notifies you that, pursuant to that certain Subdivision Improvements Agreement for the _____ Project dated _____, _____, ("Site Improvements Agreement") by and between the Beneficiary and _____, the Beneficiary has agreed that the amount available under the Letter of Credit shall be reduced by the amount of \$ _____, as of the date of this Certificate.
- b) Following the reduction referred to in Paragraph (1) above, together with all prior reductions, the amount available under the Letter of Credit to the Beneficiary is \$ _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this _____ day of _____.

TOWN OF SILVERTHORNE, a Colorado
municipal corporation .

By: _____
Its: _____

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Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: May 7, 2015, for the meeting of May 13, 2015
SUBJECT: Minor Subdivision and Final Site Plan – Rainbow Run, 820 Blue River Parkway, Lot 11, ‘Silverthorn’ Subdivision (PT2015-002)

SUMMARY: The applicant is proposing a new development consisting of eight (8) residential units, six (6) of which will be designed as condominium units in one building and the other two as halves of a duplex structure. A total of three buildings are proposed with this application, the third of which is contemplated in a future phase of development and planned as a two-story commercial or residential structure located on the western end of Lot 11. The proposed duplex is depicted in the center portion of the lot and the condominium building, comprised of three two-bedroom units and three three-bedroom units, is located on the eastern portion of the property. The proposed access is from the Blue River Parkway.

BACKGROUND: The Silverthorne Subdivision was originally platted in 1958. On July 11, 2007, the applicant received Sketch Site Plan approval for a project similar to the current proposal. The applicant then applied for Preliminary Site Plan review and withdrew that application prior to it being scheduled for a Planning Commission meeting. On August 16, 2012, the Federal Emergency Management Agency (FEMA) approved and issued a Conditional Letter of Map Revision based on Fill (CLOMR-F) for Lot 11, ‘Silverthorn’ Subdivision.

PREVIOUS COUNCIL ACTION: On July 11, 2007, the Town Council approved a Sketch Site Plan for a previous version of the applicant’s proposal which was later withdrawn by the applicant prior to Preliminary Site Plan review. On June 26, 2013, the Town Council approved a Preliminary Site Plan for Rainbow Run. On March 26, 2014, the Town Council approved a Minor Subdivision and Final Site Plan for Rainbow Run, which has since expired.

STAFF DISCUSSION: Please see the attached Staff Report.

PLANNING COMMISSION RECOMMENDATION: Planning Commission, by a vote of 4-0, recommends approval of the Minor Subdivision and Final Site Plan for Rainbow Run, Lot 11, Silverthorne Subdivision, with the following conditions:

1. A cash deposit based on a qualified estimate of the cost to pave the segment of the multi-use trail crossing the applicant’s property will be provided to the Town upon Final Site Plan approval by Town Council.
2. A more suitable and less visible location for the proposed dumpster enclosure

Town of Silverthorne
Town Council Agenda Memorandum

be found and depicted on a revised site plan submitted to and accepted by staff prior to Building Permit application.

PROPOSED MOTION: *“I move to approve the Minor Subdivision and associated SIA, and the Final Site Plan for Rainbow Run, Lot 11, ‘Silverthorn’ Subdivision, with the Planning Commission recommended conditions.”*

ATTACHMENTS:
Staff Report and Exhibits

MANAGER’S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

From: Matt Gennett, AICP, Planning Manager *MG*
Thru: Mark Leidal, AICP, Assistant Town Manager *ML*
Date: May 9, 2015, for the meeting of May 13, 2015
Subject: Minor Subdivision and Combined Preliminary/Final Site Plan for Rainbow Run (PT 2015-002)

Owner/Applicant: Terry Novak

Proposal: The applicant is proposing a phased development consisting of eight (8) residential units, six (6) of which will be designed as condominium units in one building and the other two as halves of a duplex structure. A total of three buildings are proposed with this application, the third of which is contemplated in a future phase of development and planned as a two-story commercial structure located on the east end of Lot 11. The proposed duplex is depicted in the center portion of the lot and the condominium building, comprised of three two-bedroom units and three three-bedroom units, is located on the western portion of the property. The proposed access is from the Blue River Parkway. The subject application was approved by Town Council on March 26, 2014, but has since expired. Referral agencies' comments have not changed since the previous approval. *(Please see the attached plans for further information.)*

Address: 820 Blue River Parkway

Legal Description: Lot 11, Silverthorn Subdivision

Site Area: 45,010 square feet or 1.03 acres

Zone District: Riverfront Mixed Use (RFM)

Site Conditions: The site is currently undeveloped and contains very little vegetation.

Adjacent Uses: North: Retreat on the Blue
South: Vacant Town-owned lot
East: Blue River &, Blue River Mesa Subdivision Filing No. 2
West: China Gourmet

Height: The RFM Zone District has three separate building height requirements.
1) The first 20 feet of property from front property line.

Town of Silverthorne, Colorado
Town Council Staff Report

- Allowed: 25 feet
Proposed: N/A
- 2) Area between the rear setback and 35 feet from the upper bank of the Blue River.
Allowed: 15 feet
Proposed: 13.5 feet
- 3) All other areas.
Allowed: 35 feet
Proposed: Building B – 31.6 feet
Building C – 33.8 feet
- Lot Coverage:** Allowed: 60% of total lot area
Proposed: 17% of total lot area or 6,307 square feet
- Parking:** Required: 18 plus 1 handicap accessible space
Proposed: 18 plus 1 handicap accessible space
- Snow Storage:** Required: 25% of paved area or 3,291 square feet
Proposed: 47% of paved area or 6,241 square feet
- Landscape:** Required: 21 Trees (½ deciduous/½ evergreen) and 35 shrubs
Proposed: 26 Trees (14 deciduous/12 evergreen) and 23 shrubs
- Setbacks:** Front - Required: 50% zero (0') setback, 50% five foot (5') setback
Proposed: 5 feet from front property line
- Rear - Required: 25 feet from upper bank of Blue River
Proposed: 32 feet from upper bank of Blue River
- Side - Required: 5 feet
Proposed: 5 feet

PREVIOUS COUNCIL ACTION: On July 11, 2007, the Town Council approved a Sketch Site Plan for a previous version of the applicant's proposal which was later withdrawn by the applicant prior to Preliminary Site Plan review. On June 26, 2013, the Town Council approved a Preliminary Site Plan for the subject property. On March 26, 2014, the Town Council approved a Minor Subdivision and Final Site Plan for Rainbow Run.

BACKGROUND: The Silverthorn Subdivision was originally platted in 1958. On July 11, 2007, the applicant received Sketch Site Plan approval for a project similar to the current proposal, but, with access proposed across Town-owned Lot 10, and a 4,000 foot commercial building proposed in the same phase as the duplex and condominium buildings. The applicant then applied for Preliminary Site Plan review and withdrew that

Town of Silverthorne, Colorado
Town Council Staff Report

application prior to it being scheduled for a Planning Commission meeting. On August 16, 2012, the Federal Emergency Management Agency (FEMA) approved and issued a Conditional Letter of Map Revision based on Fill (CLOMR-F) for Lot 11.

STAFF COMMENTS: The general feasibility of the proposed development, including the conceptual design and proposed land uses, access and circulation, and conformance with the Town Comprehensive Plan and Town Code, have been demonstrated upon review of the Final Site Plan.

SUBDIVISION:

Minor Subdivision Plat – Per Town Code Section 4-6-2(b), “No site plan will be approved prior to the platting of the subject Property”. A Minor Subdivision of Lot 11 is necessary to establish Tracts A, B, and C for the three planned buildings, dedicate the necessary easements for utilities and access, and to designate common elements for parking. According to Town Code a Minor Subdivision must comply with all of the following standards:

- (1) *Consistency with the Town Comprehensive Plan and other master plans.* The proposal is consistent with the 2014 Master Plan Update and the Riverfront District Design Standards.
- (2) *Consistency with this Code and other minimum standards established by the Town.* The proposed subdivision complies with this Article and all other provisions of this Chapter, the Engineering Standards and other applicable standards adopted by the Town. Staff finds the proposed Minor Subdivision to be consistent with Town Code and Engineering Standards.
- (3) *Consistency with Zone District Standards or Planned Unit Development Guide, if applicable.* The proposed subdivision complies with all of the provisions of the applicable Zone District or Planned Unit Development Guide. Staff finds that the proposed Minor Subdivision is consistent with applicable requirements and standards of the RFM Zone District.
- (4) *All public notice requirements have been fulfilled.* All public noticing requirements of Town Code Section 4-7-3 “Public Hearing Notice Requirements” have been addressed.
- (5) *Agreements.* A subdivision improvements agreement and/or other agreements have been executed by the applicant. A Subdivision Improvements Agreement (SIA) will be required to secure for the planned public improvements upon approval by Town Council.

FINAL SITE PLAN:

Comprehensive Plan Analysis:

Staff finds that this proposal meets several of the goals and polices set forth in the Comprehensive Plan.

Goal 3-4 *“To emphasize the Riverfront District as a focus for future mixed-use*

Town of Silverthorne, Colorado
Town Council Staff Report

developments that provide for public access and use.”

Goal 4-1 *“To develop a circulation system of roadways, mass transit, pedestrian and bicycle ways that will provide for safe and convenient movement of goods and people within Silverthorne and the surrounding area.”*

The applicant is proposing a mixed-use development upon build-out of Future Building ‘A’ with multi-use access parallel to the highway and along the Blue River. The applicant is also proposing to finish the segment of the multi-use trail crossing his property with crusher fines and will provide a cash deposit to the Town equivalent to 100% of the cost of paving the surface of this segment of the trail.

A number of the Comprehensive Plan Policies and Riverfront District Design Standards discuss stepping buildings and avoiding continuous wall planes in order to create buildings appropriate to the human scale. Staff finds that the duplex building (Building ‘B’) offers opportunities for visual connection between and through the site to the river and mountain views. Building ‘C’, however, with its north-south orientation spanning the width of the lot, serves to block this visual connection by acting as a physical barrier across the site. (Silverthorne Comprehensive Goal 5-3 and Riverfront District Design Standard 4.2)

Parks, Trails, and Open Space Master Plan:

The applicant is proposing a ten (10) foot wide, soft-surface multi-use path along the Blue River. Town Code requires that the multi-use trail be constructed according to the Parks, Trails and Open Space Master Plan standards which call for a ten (10) foot wide, asphalt pathway. The current proposal does not comply with these standards however the applicant has indicated his willingness to provide a cash deposit to cover 100% of the estimated cost to finish the path with asphalt. The Town will be able to use these funds to improve the multi-use trail at the time it connects to the properties to the north and south of Lot 11. Retreat on the Blue, the property to the north, also has a ten (10) foot wide multi-use trail surfaced with crusher fines.

Zoning/Land Use:

The subject property is zoned Riverfront Mixed Use (RFM). The uses and densities proposed by the applicant meet applicable Town Code requirements for this zone district. Town Code Section 4-4-13 (a) (1) states: *“All site developments proposals shall use and promote the intrinsic characteristics of the river and the riverfront property. A combination of residential and commercial uses is required to attract visitors to the riverfront.”* Section 4-4-13 (k) again states that *“All new site development shall be required to provide a mix of residential and non-residential uses on site.”*

As stated earlier, the proposal meets applicable RFMU Zone district standards regarding land use, lot frontage, coverage, landscaping, setbacks, and building height.

The RFM Zone District has two path connection requirements. One pertains to the multi-use trail paralleling the Blue River and has been discussed above with regard to

Town of Silverthorne, Colorado
Town Council Staff Report

the Parks, Trails, and Open Space Master Plan. The second requirement is for a minimum six (6) foot wide concrete sidewalk to be located along the property line parallel to the Blue River Parkway. The applicant is proposing an eight (8) foot concrete sidewalk in this location. The proposed sidewalk location will require a CDOT license agreement prior to installation.

Site Plan:

Parking/Access/Circulation: The parking requirements are being met with this proposal, with three of the required parking spaces for Building C located on the far side of Building B. The parking standard is being met because the required spaces are located on the same lot as the residential uses.

The proposed access for Lot 11 is to be taken directly off of Highway 9 and requires a CDOT Access Permit, which the applicant has obtained.

Landscaping: Town Code requires 2 trees (50% evergreen/50% deciduous) and 35 shrubs. The applicant has demonstrated adherence to this requirement with the landscaping plan submitted with the Final Site Plan.

Drainage: The proposed drainage and grading plan has been deemed sufficient by the Town Engineer.

Snow Storage: The proposal meets the minimum Town Code requirements for snow storage.

Architecture:

Riverfront District Site Design Standards: The Riverfront District Design Standards are intended to provide a general framework for the form and relationship of buildings within the Riverfront District. The primary goals for the Riverfront District are to encourage developments that promote pedestrian activity through building scale, orientation and use. Screening of parking areas, mechanical equipment, utilities and loading areas are encouraged as well as the use of building materials that present an image of quality and permanence.

Goal 3.2 "Pedestrian Access and Circulation – Create a safe, continuous pedestrian network that minimizes conflict with vehicular traffic while promoting a convenient option for pedestrian circulation within and between developments."

The applicants are proposing an 8 foot wide concrete sidewalk along the Blue River Parkway. Given the size and dimensions of Lot 11 in relation to the proximity of Highway 9, there is currently not enough room to fit a landscape buffer or esplanade while maintaining a safe sight distance for vehicles.

The portion of the multi-use trail paralleling the Blue River offers pedestrian access between developments without conflict with vehicular traffic, will be surfaced with crusher fines and a cash deposit will be provided to cover the expense of finishing the path with pavement.

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Town Council Staff Report

Goal 3.4 *“Parking – Parking areas shall provide safe, convenient, and efficient access and shall be located to minimize negative visual impacts.”*

The proposed site plan places all parking in the interior of the development so that visibility is minimized from the Blue River Parkway and the proposed Blue River pathway.

Goal 3.7 *“Screening: Service Areas and Mechanical Equipment – Screening shall effectively mitigate the negative visual and acoustic impacts of site uses and shall be integrated into each project’s overall site design.”*

No roof-top mechanical equipment is proposed for the subject development and the proposed dumpster enclosure appears to meet the intent of this goal.

Riverfront District Architectural Standards: The Riverfront District Architectural Standards are intended to promote building design that is inviting to the pedestrian and presents an image of quality and permanence. Large areas of glass at the pedestrian level are encouraged as well as double-sided entrances marked with obvious architectural features. A strong emphasis is placed on relating to the pedestrian through human-scale massing, variations in height and the minimization of long, continuous expanses of wall planes.

Goal 4.2 *“Building Form, Mass and Height – Building mass, form, length, and proportions shall be designed to provide a variety of visual interest, maintaining a human scale that is appropriate to its surroundings.”*

Staff finds that the proposed buildings meet the intent of this goal. The building form contains a variety of materials and shapes that create visual interest.

Goal 4.3 *“Building Facades and Architectural Elements – Create an image of high quality development. Encourage a variety of architectural elements that avoid featureless design and uninterrupted repetition of building materials.”*

Staff finds that the proposed buildings are stepped and contain a variety of forms appropriate and compatible with the existing development in the Riverfront District.

Goal 4.4 *“Building Materials and Finishes – Building materials and finishes shall present an image of high quality and permanence.”*

The colored elevations depict the use of a variety of high quality materials; however, the stone used on the base of the buildings should be applied to all sides of each building.

Goal 4.5 *“Building Colors – Exterior building colors shall be aesthetically pleasing and compatible with colors of nearby conforming structures”*

Sample material and color boards demonstrate compliance with the Riverfront District Architectural Design Standards.

The intent of the Riverfront Mixed Use District is to create a vibrant, pedestrian oriented area containing a mix of commercial and residential uses. The proposed

Town of Silverthorne, Colorado
Town Council Staff Report

buildings provide recessed entries and architectural elements to cap and announce those entries. The building design is of a pedestrian scale and has shifts in massing and height to soften the bulk of the building form.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission, by a vote of 4-0, recommends approval of the Rainbow Run Minor Subdivision and Final Site Plan with the following conditions listed below.

1. A cash deposit based on a qualified estimate of the cost to pave the segment of the multi-use trail crossing the applicant's property will be provided to the Town upon Final Site Plan approval by Town Council.
2. A more suitable and less visible location for the proposed dumpster enclosure be found and depicted on a revised site plan submitted to and accepted by staff prior to Building Permit application.

Suggested Motion: *"I move approve the Minor Subdivision with the associated SIA, and Final Site Plan for Rainbow Run, with the conditions recommended by Planning Commission."*

Alternative Motion: Should the Town Council find that the application does not meet the pertinent Town Code requirements, staff recommends the following motion:

"I move to deny the Minor Subdivision and Final Site Plan for Rainbow Run, with the finding that it does not meet Town Code Section 4-5-3, Suitability of land for subdivision."

EXHIBITS:

- Exhibit A: Project narrative
- Exhibit B: Reduced plat and plan set
- Exhibit C: Referral agency comments
- Exhibit D: Subdivision Improvements Agreement

ATTACHMENT:

11"x17" Plan Set

Rainbow Run Project Narrative

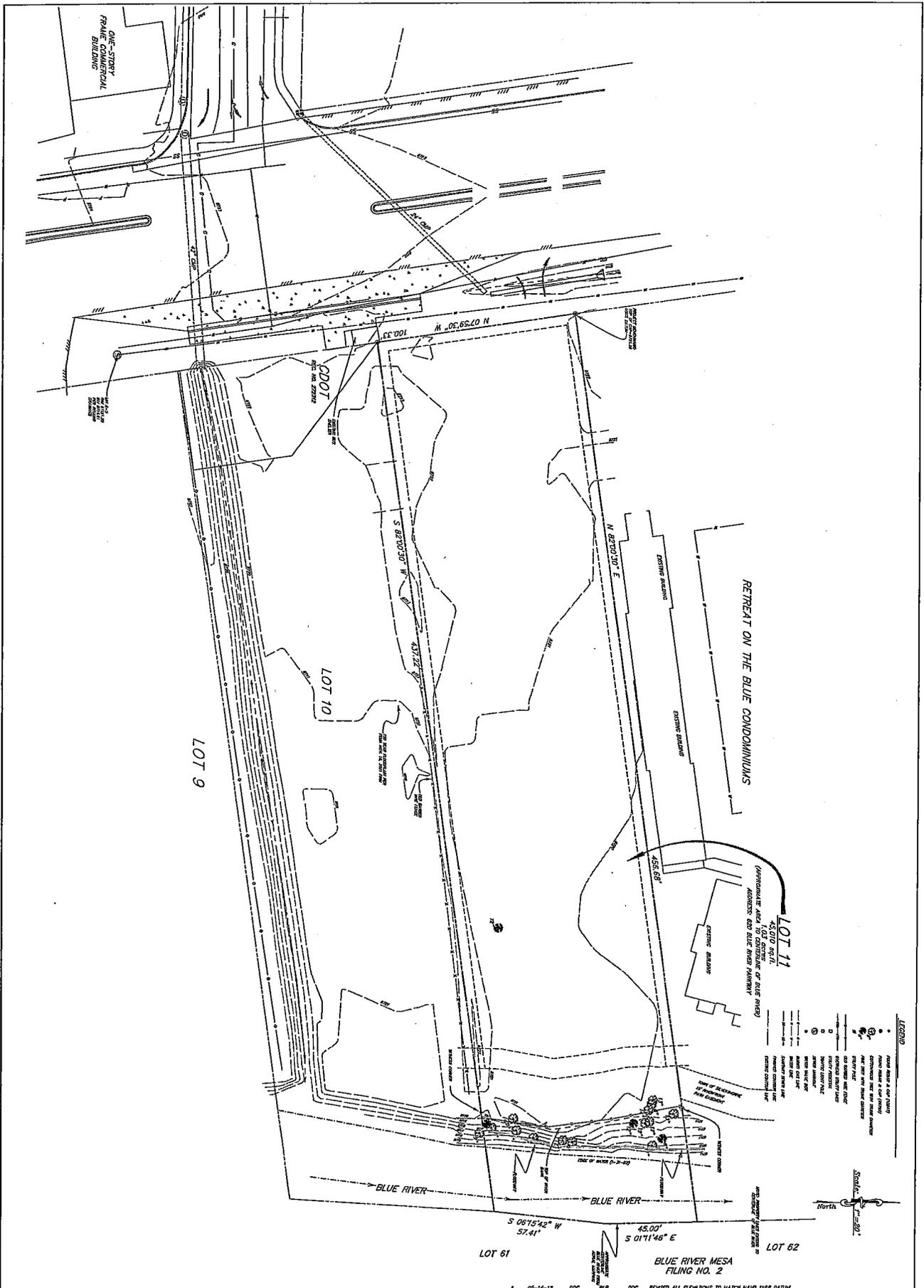
The Final Site Plan for Rainbow Run at Silverthorne is attached along with the required documentation. The project is located at 820 Blue River Parkway and is on the east side of the Parkway bordering the Blue River. The Lot is approximately 100 ft wide by 427 ft feet deep for a total of 1.03 acres and is zoned RMU. The property is virtually flat and has no wetlands and only 1 tree that would be disturbed on the site. The development would be outside of the 100 year floodplain that became effective July 22, 2013. Per the town requirement all of the buildings main floor living area will be at least 1 foot above the floodplain.

The proposed project would include 6 apartment/condominiums, consisting of three approximately 1200 sq. ft. two bedroom units, three approximately 1700 sq. ft. three bedroom units that are located on the Blue River. There is one duplex that is approximately 1600 sq ft per side in the middle of the project. The duplex would be market rate units designed for locals. The homes would have three bedrooms, two baths, a 2 car garage and extra storage. The residential units may initially be rented out, long term, until the real estate market improves, with the long term goal being to sell them. Directly on Blue River Parkway is a potential small commercial or residential building that is not a part of this proposal, due to poor commercial economic conditions. This building and its uses will be included in a separate submittal in the future.

If at such time access is available at the Annie Road stoplight, the current access, directly onto Blue River Parkway, will be vacated and the 3 parking spaces to the west could be relocated. CDOT has granted a access permit based on the current plans with the stipulation that the access be closed should there be an access at the stop light, in the future.

The proponent will be installing a 6 ft sidewalk bordering Blue River Parkway and donating to the town a 25 foot easement along the Blue River. The proponent will also be installing a 10 ft wide pedestrian path with crusher fines in the 25ft easement.

The main development constraint of this infill property is the narrow width of the site. Access to the property is on the north end, directly off of Blue River Parkway. The project is designed to have an access, in the future, at the Annie Rd. stop light, should funding become available to develop that access and relocate the bus stop. The anticipated development schedule is for commencement of construction, on the entire project, in 2014.



Sheet 1 of 1
 1
 Proj. No. 14198

GRADING AND DRAINAGE PLAN

TERRY NOVAK
 P.O. Box 2383
 DILLON, COLORADO 80435

RAINBOW RUN
 LOT 11, SILVERHORSE SUBDIVISION
 TOWN OF SILVERHORSE, SUMMIT COUNTY, COLORADO

Desig'n'd	Drawn	Approved	Checked	Approved
RB	RB	RB	RB	RB

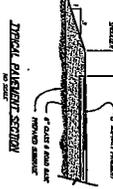
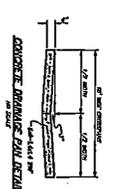
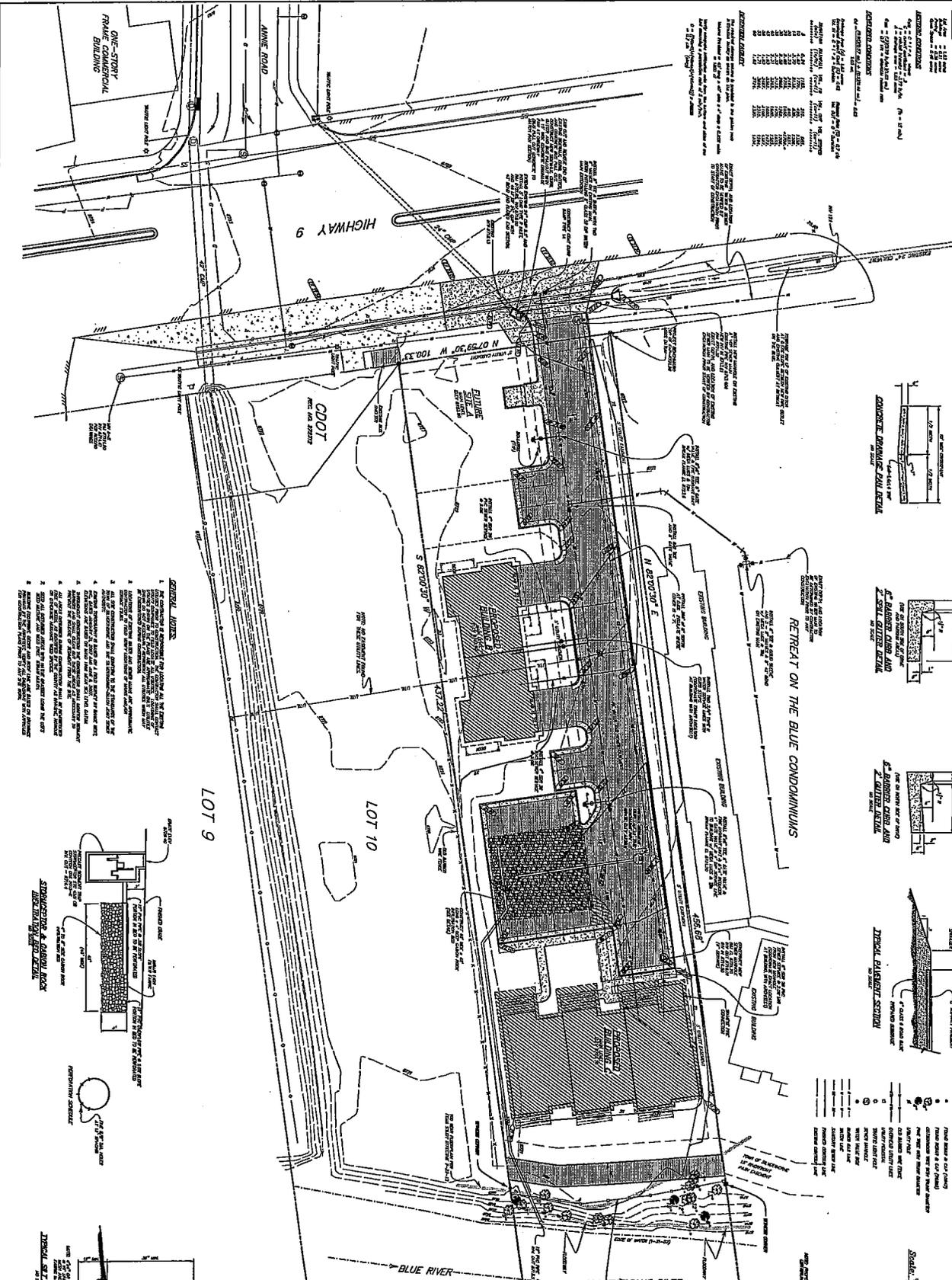
05-14-12 DDC RB RB DDC REVISED ALL ELEVATIONS TO MATCH HAVD DEAR DRAIN

DATE: 05-14-12 DRAWN: RB CHECKED: RB APPROVED: RB

R-A-N-G-E-W-E-S-T
 INC.
 Consulting Engineers - Land Surveyors - Construction Managers
 P.O. Box 589 Silverthorne, CO 80438 Phone 970 468-8281 Denver Direct 623-0426

DRAINAGE CALCULATIONS

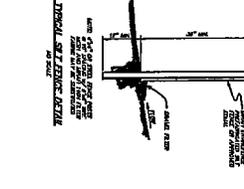
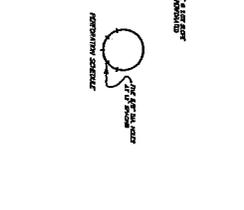
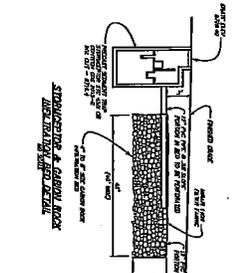
1. AREA OF LOT = 1.51 ACRES
 2. PERCENT IMPERVIOUS = 25%
 3. PERCENT PAVED = 10%
 4. PERCENT GRASS = 65%
 5. PERCENT FOREST = 0%
 6. PERCENT OPEN SPACE = 0%
 7. PERCENT WATER = 0%
 8. PERCENT SAND = 0%
 9. PERCENT GRAVEL = 0%
 10. PERCENT ASPHALT = 0%
 11. PERCENT CONCRETE = 0%
 12. PERCENT BRICK = 0%
 13. PERCENT STONE = 0%
 14. PERCENT OTHER = 0%



LEGEND

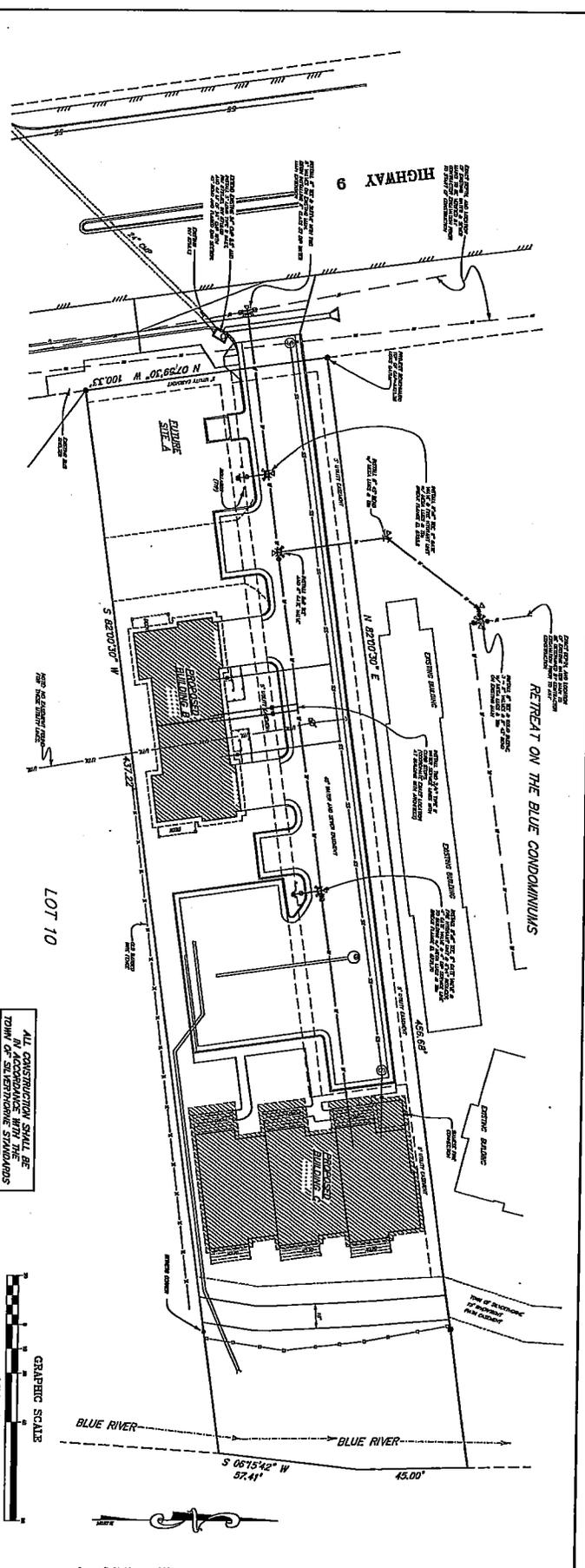
- 1. 1" = 1' GRADE
- 2. 1" = 1' ELEVATION
- 3. 1" = 1' DISTANCE
- 4. 1" = 1' AREA
- 5. 1" = 1' VOLUME
- 6. 1" = 1' WEIGHT
- 7. 1" = 1' LENGTH
- 8. 1" = 1' WIDTH
- 9. 1" = 1' DEPTH
- 10. 1" = 1' TEMPERATURE
- 11. 1" = 1' PRESSURE
- 12. 1" = 1' FORCE
- 13. 1" = 1' ENERGY
- 14. 1" = 1' POWER
- 15. 1" = 1' FLOW
- 16. 1" = 1' VELOCITY
- 17. 1" = 1' ACCELERATION
- 18. 1" = 1' TIME
- 19. 1" = 1' MASS
- 20. 1" = 1' DENSITY
- 21. 1" = 1' VISCOSITY
- 22. 1" = 1' SURFACE TENSION
- 23. 1" = 1' CAPILLARITY
- 24. 1" = 1' REFRACTIVE INDEX
- 25. 1" = 1' OPTICAL DENSITY
- 26. 1" = 1' ABSORPTIVITY
- 27. 1" = 1' TRANSMITTANCE
- 28. 1" = 1' REFLECTANCE
- 29. 1" = 1' TRANSMISSION
- 30. 1" = 1' REFLECTION
- 31. 1" = 1' REFRACTION
- 32. 1" = 1' DIFFRACTION
- 33. 1" = 1' INTERFERENCE
- 34. 1" = 1' SCATTERING
- 35. 1" = 1' ABSORPTION
- 36. 1" = 1' EMISSION
- 37. 1" = 1' TRANSMISSION
- 38. 1" = 1' REFLECTION
- 39. 1" = 1' REFRACTION
- 40. 1" = 1' DIFFRACTION
- 41. 1" = 1' INTERFERENCE
- 42. 1" = 1' SCATTERING
- 43. 1" = 1' ABSORPTION
- 44. 1" = 1' EMISSION
- 45. 1" = 1' TRANSMISSION
- 46. 1" = 1' REFLECTION
- 47. 1" = 1' REFRACTION
- 48. 1" = 1' DIFFRACTION
- 49. 1" = 1' INTERFERENCE
- 50. 1" = 1' SCATTERING
- 51. 1" = 1' ABSORPTION
- 52. 1" = 1' EMISSION
- 53. 1" = 1' TRANSMISSION
- 54. 1" = 1' REFLECTION
- 55. 1" = 1' REFRACTION
- 56. 1" = 1' DIFFRACTION
- 57. 1" = 1' INTERFERENCE
- 58. 1" = 1' SCATTERING
- 59. 1" = 1' ABSORPTION
- 60. 1" = 1' EMISSION

- GENERAL NOTES**
1. THE GRADING AND DRAINAGE PLAN IS TO BE CONSIDERED AS PART OF THE SUBMITTAL TO THE DISTRICT ENGINEER.
 2. THE GRADING AND DRAINAGE PLAN IS TO BE CONSIDERED AS PART OF THE SUBMITTAL TO THE DISTRICT ENGINEER.
 3. THE GRADING AND DRAINAGE PLAN IS TO BE CONSIDERED AS PART OF THE SUBMITTAL TO THE DISTRICT ENGINEER.
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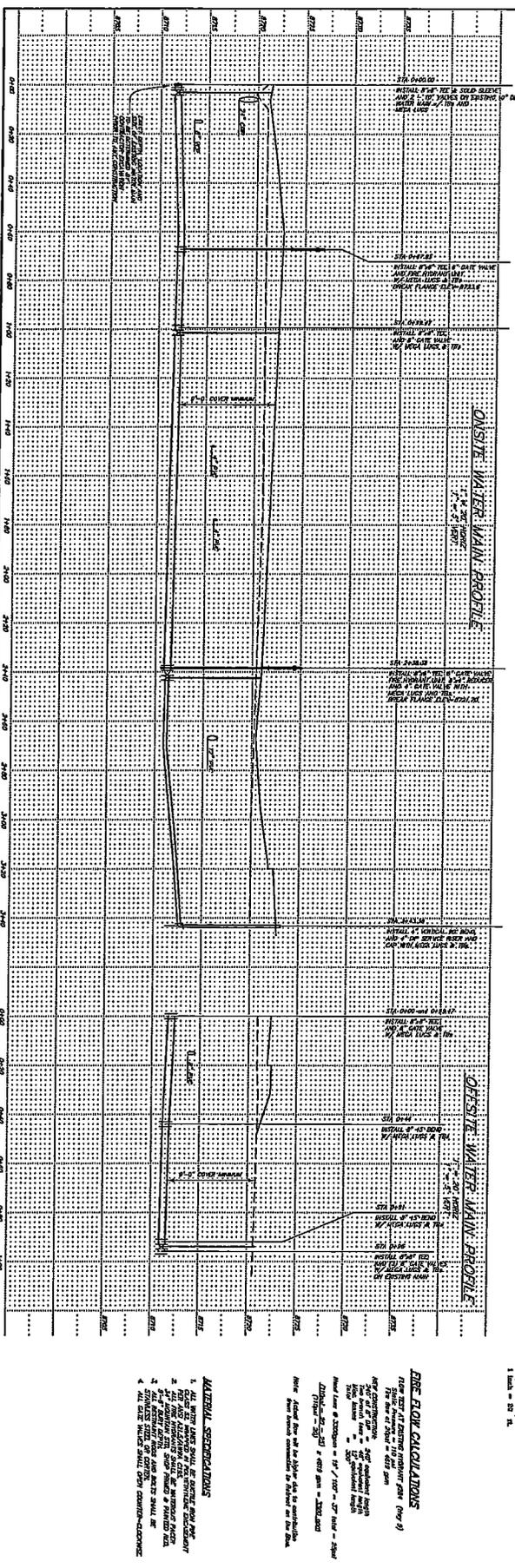
No.	Date	By	Checked	Approved	Revised	Description
1	3-04-18	DN	DN	DN	DOC	REVISED FOR UTILITY COMMENTS
2	03-24-18	DN	DN	DN	DOC	REVISED FOR UTILITY COMMENTS
3	07-15-18	DN	DN	DN	DOC	REVISED SEWER ALIGNMENT
4	07-25-18	DN	DN	DN	DOC	REVISED FOR TOWN COMMENTS AND THE DISTRICT
5	04-23-19	DN	DN	DN	DOC	REVISED ENTIRE SITE LAYOUT
6	01-21-19	DN	DN	DN	DOC	REVISED PER DISTRICT ADDED MANHOLE
7	05-11-19	DN	DN	DN	DOC	REVISED ALL ELEVATIONS TO MATCH HARD TIER DATUM

GRADING AND DRAINAGE PLAN
 SHEET 1 OF 3
C1
 TERRY NOVAK
 P.O. Box 2383
 DELLO, COLORADO 80435
RAINBOW RUN
 LOT 14, SILVERTHORN SUBDIVISION
 TOWN OF SILVERTHORN, SUMMIT COUNTY, COLORADO
R-A-N-G-E-W-E-S-T
 Consulting Engineers - Land Surveyors - Construction Managers INC.
 P.O. Box 589 Silverthorn, CO 80488 Phone 970 468-6281 Denver Direct 623-0426



2	3-01-16	DOC	DOC	REMOVED PER UTILITY COMMENTS
1	8-24-13	DOC	DOC	ADDED P-100 EXPLANATIONS
1		Checked	Approved	Revised Description
		Checked	Approved	Date: 07-15-11
				Envelope: 10188-32.PWD

R-A-N-G-E-W-E-S-T
 Consulting Engineers - Land Surveyors - Construction Managers
 P.O. Box 589 Silverthorne, CO 80498 Phone 970 468-6281 Denver Direct 623-0426



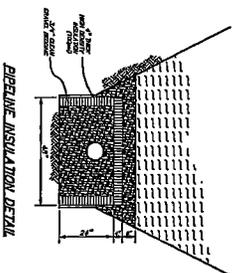
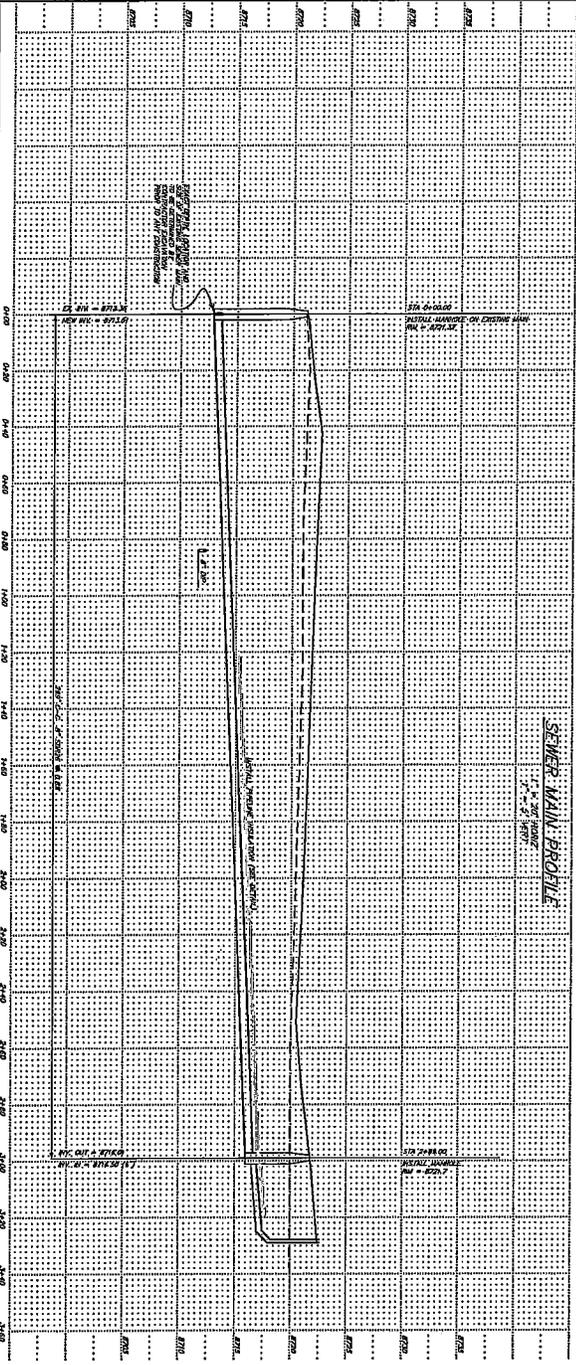
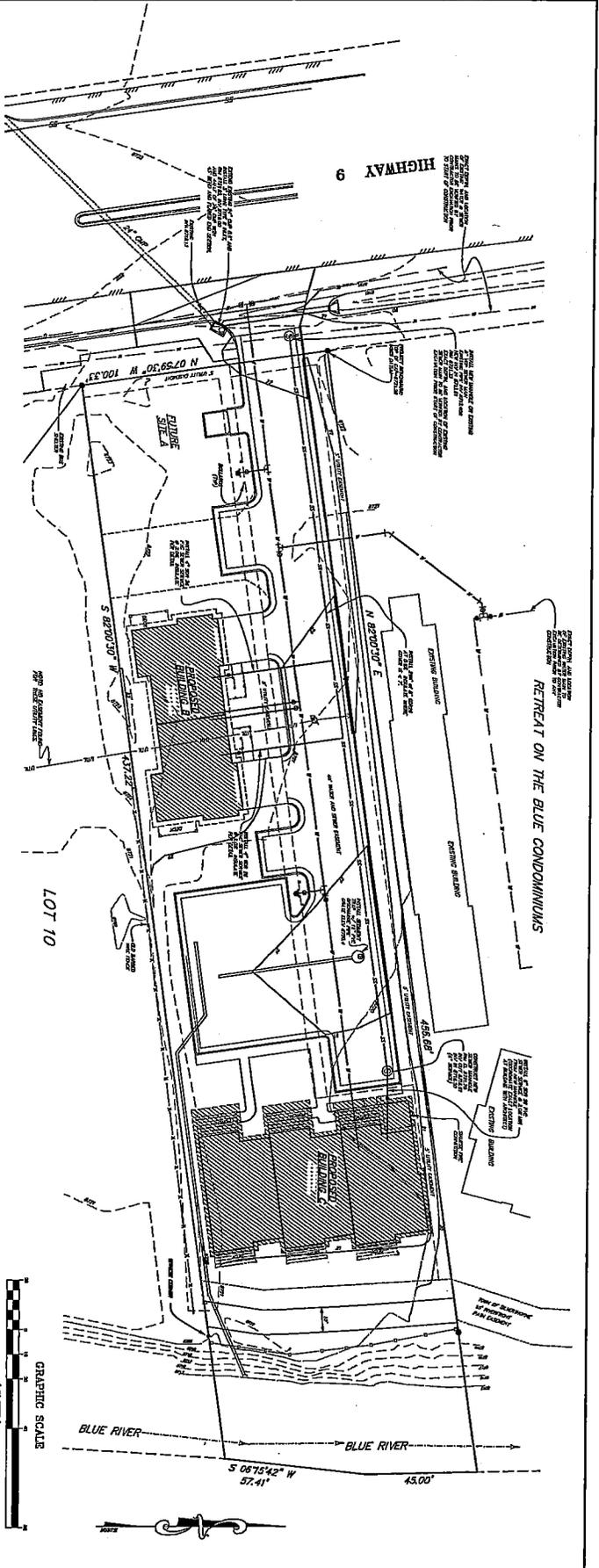
EDGE FLOW CALCULATIONS
 FROM 2011 AT EXISTING PROFILES (P-100)
 1. ALL WATER MAINS SHALL BE 18" DIA. 20' COVER
 2. ALL WATER MAINS SHALL BE 18" DIA. 20' COVER
 3. ALL WATER MAINS SHALL BE 18" DIA. 20' COVER
 4. ALL WATER MAINS SHALL BE 18" DIA. 20' COVER
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 8. ALL WATER MAINS SHALL BE 18" DIA. 20' COVER
 9. ALL WATER MAINS SHALL BE 18" DIA. 20' COVER
 10. ALL WATER MAINS SHALL BE 18" DIA. 20' COVER

WATER PLAN AND PROFILE

TERRY NOVAK
 P.O. Box 2303
 DILLON, COLORADO 80435

RAINBOW RUN
 LOT 10, SILVERTHORNE SUBDIVISION
 TOWN OF SILVERTHORNE, SUMMIT COUNTY, COLORADO

Sheet: 3 OF 3



ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF SILVERTHORPE SUBDIVISIONS

1. ALL SEWER AND WASTEWATER SERVICE LINES SHALL BE COVERED PIPE



No.	Date	Designed	Drawn	Approved	Checked	Revised	Description
1	3-20-14	DOC	DOC				REVISED PER UTILITY COMMENTS
2	5-21-15	DOC	DOC				ASSET 2000 CATCHMENT

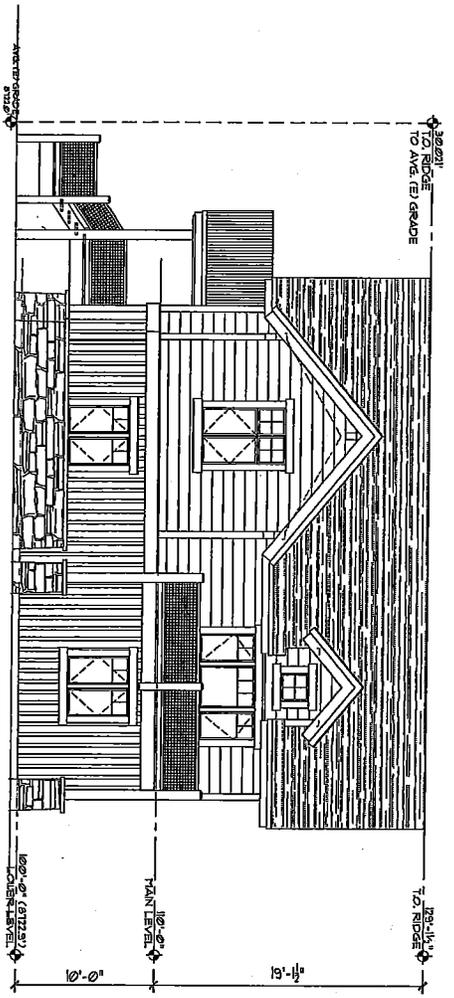
TERRY NOVAK
P.O. Box 4383
DALLAS, COLORADO 80435
RAINBOW RUN
LOT 11, SILVERTHORPE SUBDIVISION
TOWN OF SILVERTHORPE, SUMMIT COUNTY, COLORADO

R-A-N-G-E-W-E-S-T INC.
Consulting Engineers - Land Surveyors - Construction Managers
P.O. Box 589 Silverthorne, CO 80498 Phone 970 468-6281 Denver Direct 623-0426

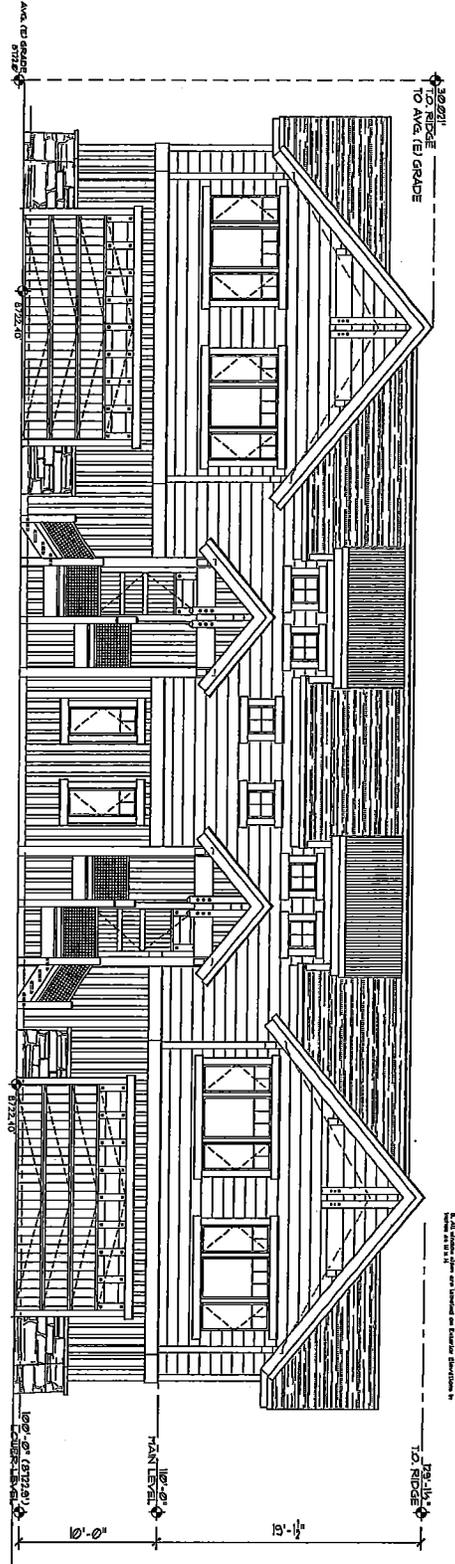
SEWER PLAN
AND PROFILE

Sheet 3 of 3
03

Design: 14188-SLNDP
Drawing: 14188-SLNDP



2 WEST ELEVATION
A3.2 1/4" = 1'-0"



1 NORTH ELEVATION
A3.3 1/4" = 1'-0"

ELEVATION NOTES:
 1. All elevations are shown as if viewed from the front of the building, unless otherwise noted.
 2. All elevations are shown as if viewed from the front of the building, unless otherwise noted.
 3. All elevations are shown as if viewed from the front of the building, unless otherwise noted.
 4. All elevations are shown as if viewed from the front of the building, unless otherwise noted.
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 9. All elevations are shown as if viewed from the front of the building, unless otherwise noted.
 10. All elevations are shown as if viewed from the front of the building, unless otherwise noted.

DOOR NOTES:
 1. All doors are shown as if viewed from the front of the building, unless otherwise noted.
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 9. All doors are shown as if viewed from the front of the building, unless otherwise noted.
 10. All doors are shown as if viewed from the front of the building, unless otherwise noted.

WINDOW NOTES:
 1. All windows are shown as if viewed from the front of the building, unless otherwise noted.
 2. All windows are shown as if viewed from the front of the building, unless otherwise noted.
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 9. All windows are shown as if viewed from the front of the building, unless otherwise noted.
 10. All windows are shown as if viewed from the front of the building, unless otherwise noted.

EXTERIOR WALL ASSEMBLY AT ROOFCENTERS BONES:
 1. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 2. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 3. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 4. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 5. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 6. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 7. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 8. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 9. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.
 10. All exterior walls are shown as if viewed from the front of the building, unless otherwise noted.

© CORNING

A3.0 BUILDING ELEVATIONS

Checked by: KAO

Drawn by: KRN

Project No: 22330

Date: 01/15/13

Revision: FINAL SUBMITTAL 01/15/13

RAINBOW RUN

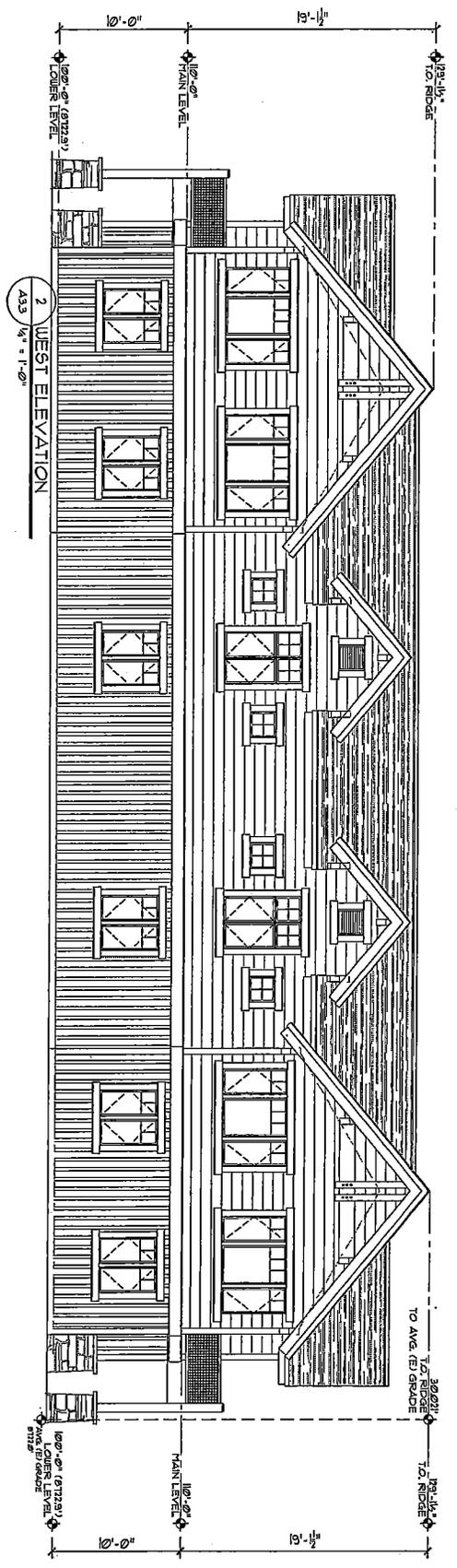
820 BLUE RIVER PARKWAY

SILVERTHORNE, COLORADO 80498

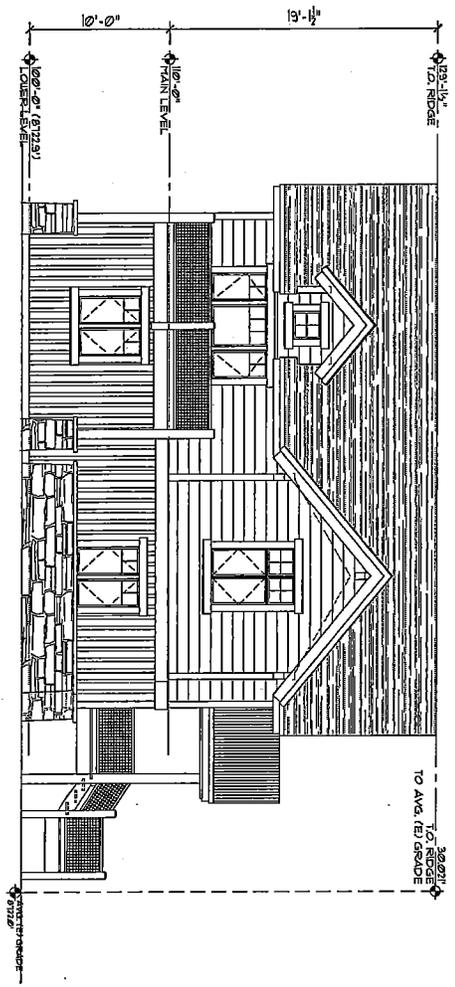
ORRAN PARTNERSHIP, INC. ARCHITECTS - AIA

ARCHITECTURE PLANNING INTERIORS

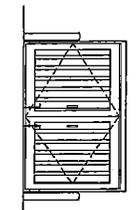
P.O. Box 2777
 624
 High, CO 80448
 Tel: 303.688.1119
 Fax: 303.688.1118
 www.orran.com



2 WEST ELEVATION
A33 1/4" = 1'-0"



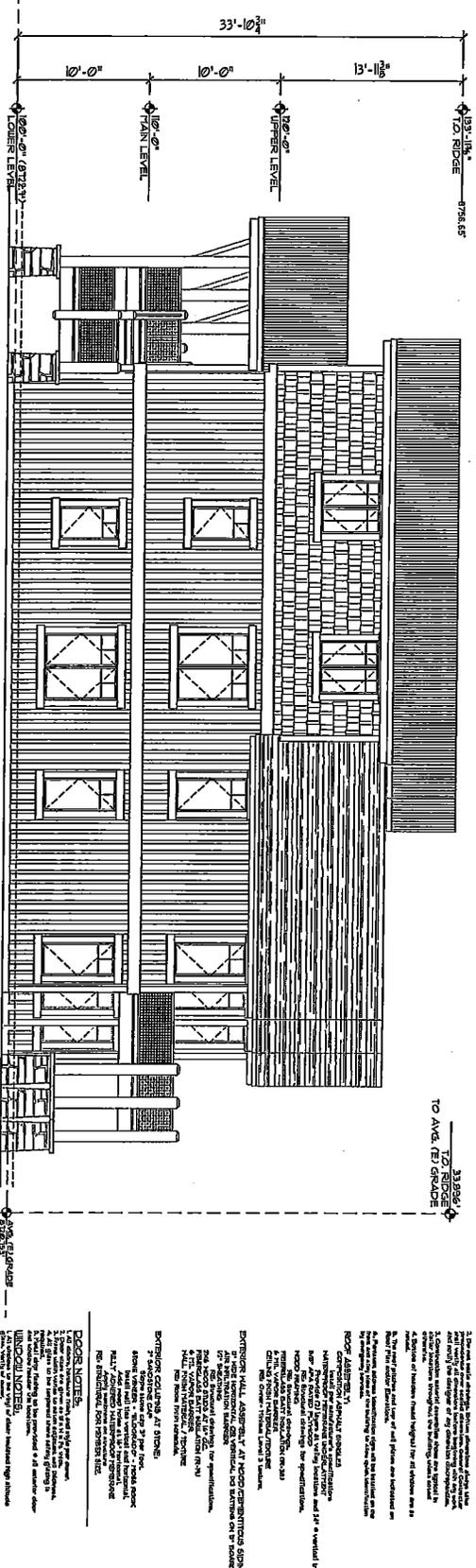
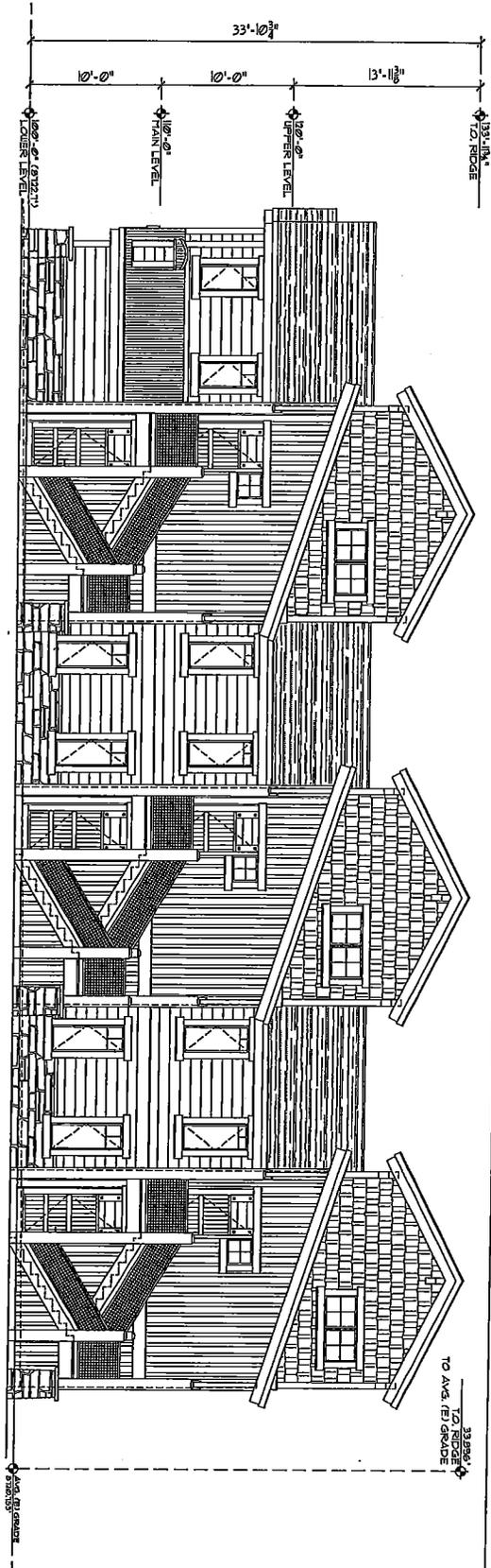
1 NORTH ELEVATION
A33 1/4" = 1'-0"



3 DUMPSTER ELEVATION
A33 1/4" = 1'-0"

© copyright

 ORRYAN PARTNERSHIP, INC. ARCHITECTS - AIA	ARCHITECTURE PLANNING, INTERIORS	P.O. Box 277 620 Blue River Parkway Silverthorne, CO 80413 Tel: 303.441.1115 Fax: 303.441.1115 www.oryan.com	RAINBOW RUN 820 BLUE RIVER PARKWAY SILVERTHORNE, COLORADO 80498	Revisions: FINAL SUBMITTAL 071515	Date: 071515 Project No: 2253.0 Drawn by: RTN Checked by: KAG	A3.1 BUILDING OR EXTERIORS
		ORRYAN PARTNERSHIP, INC. ARCHITECTS - AIA				



2 WEST ELEVATION
436 1/4" x 1'-0"

1 SOUTH ELEVATION
436 1/4" x 1'-0"

TO AVE. (E) GRADE
1176.55'

TO AVE. (E) GRADE
1176.55'

ELEVATION NOTES:

1. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 2. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 3. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 4. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 5. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 6. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 7. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 8. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 9. Elevation views are shown as if viewed from the exterior, unless otherwise noted.
 10. Elevation views are shown as if viewed from the exterior, unless otherwise noted.

DOOR NOTES:

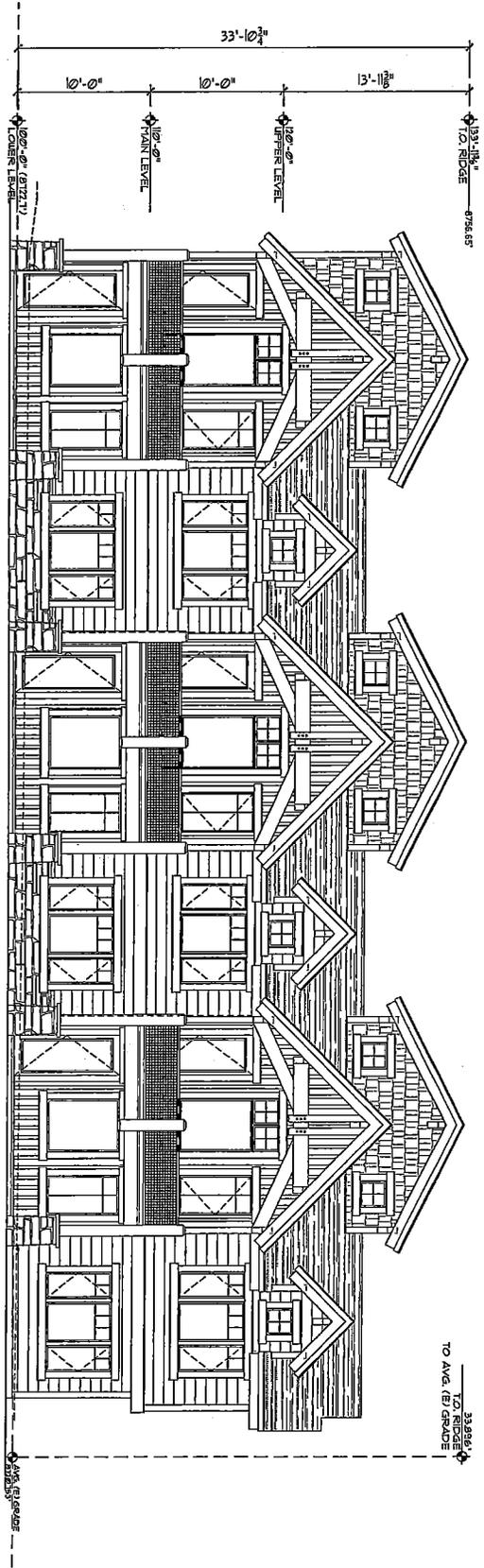
1. All doors are shown as if viewed from the exterior, unless otherwise noted.
 2. All doors are shown as if viewed from the exterior, unless otherwise noted.
 3. All doors are shown as if viewed from the exterior, unless otherwise noted.
 4. All doors are shown as if viewed from the exterior, unless otherwise noted.
 5. All doors are shown as if viewed from the exterior, unless otherwise noted.
 6. All doors are shown as if viewed from the exterior, unless otherwise noted.
 7. All doors are shown as if viewed from the exterior, unless otherwise noted.
 8. All doors are shown as if viewed from the exterior, unless otherwise noted.
 9. All doors are shown as if viewed from the exterior, unless otherwise noted.
 10. All doors are shown as if viewed from the exterior, unless otherwise noted.

ROOF NOTES:

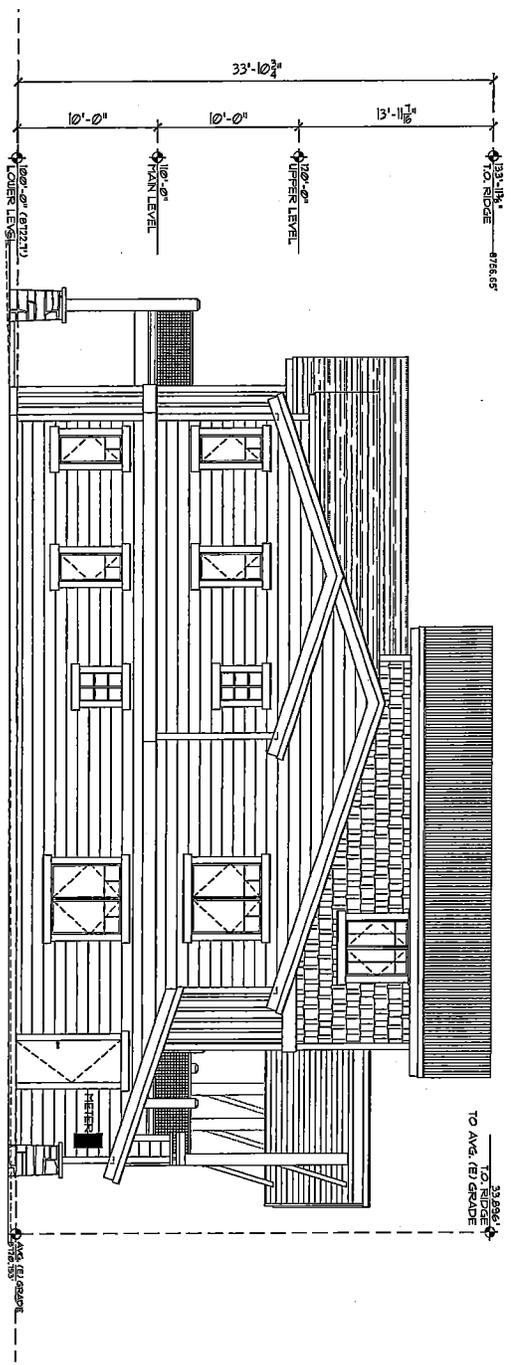
1. All roofs are shown as if viewed from the exterior, unless otherwise noted.
 2. All roofs are shown as if viewed from the exterior, unless otherwise noted.
 3. All roofs are shown as if viewed from the exterior, unless otherwise noted.
 4. All roofs are shown as if viewed from the exterior, unless otherwise noted.
 5. All roofs are shown as if viewed from the exterior, unless otherwise noted.
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 7. All roofs are shown as if viewed from the exterior, unless otherwise noted.
 8. All roofs are shown as if viewed from the exterior, unless otherwise noted.
 9. All roofs are shown as if viewed from the exterior, unless otherwise noted.
 10. All roofs are shown as if viewed from the exterior, unless otherwise noted.

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<p>RAINBOW RUN 820 BLUE RIVER PARKWAY SILVERTHORNE, COLORADO 80498</p>		<p>OTERVAN PARTNERSHIP, INC. ARCHITECTS - AIA</p>	
<p>Religious SINGLE SUBMITTAL 01513</p>		<p>ARCHITECTURE PLANNING, INTERIORS</p>	
<p>Drawn by: RSN</p>		<p>110 S. Bascom Fremont, CA 94644 Tel: 510.434.1111 Fax: 510.434.1111 www.otervan.com</p>	
<p>Checked by: KAO</p>		<p>DATE: 01/13/13 PROJECT NO: 2239-0</p>	
<p>A3.2 BUILDING 'C' ELEVATIONS</p>		<p>DATE: 01/13/13 PROJECT NO: 2239-0</p>	



2 EAST ELEVATION
A3.1 1/4" = 1'-0"



1 NORTH ELEVATION
A3.1 1/4" = 1'-0"

© copyright

A3.3 BUILDING ELEVATIONS	Checked by: KAC	Drawn by: FRN	Project No: 2253.0	Date: 07/15/13	Revision: FINAL, SUBMITTAL 07/15/13	RAINBOW RUN 820 BLUE RIVER PARKWAY SILVERTHORNE, COLORADO 80498	CRYVAN PARTNERSHIP, INC. ARCHITECTS - AIA	ARCHITECTURE, PLANNING, INTERIORS 1001 West 77th Suite 8 Hiron, CO 80444 Tel: 303.686.2115 www.cryvan.com
	820 BLUE RIVER PARKWAY SILVERTHORNE, COLORADO 80498							

EXHIBIT C

To: Matt Gennett, Planning Manager
From: Dan Gietzen, Town Engineer
Date: April 23, 2015
Subject: Rainbow Run combined Preliminary and Final Plan submittal review – update to memo dated March, 14, 2015.

Comments:

The current submittal and plan is materially the same as the one that received prior approval in 2014 – before its ultimate expiration. With the exception of the utility undergrounding issue (see Note below), Staff has no issues or problems with the proposed site plan and recommends approval.

Note: The Applicant and Silverthorne staff have been working with Xcel Energy to coordinate the simultaneous undergrounding of existing utilities on both Lot 11 (Rainbow Run) and the neighboring Lot 10, which is owned by the Town. Silverthorne has offered Xcel an easement necessary for the portion of utility lines needed to be located within Lot 10, however as of this current date Xcel has not been willing to accept the Town's easement agreement, a similar one that has been used before, but rather has been insisting that the Town use Xcel's standard form – which contains broad terms and additional, unnecessary, easement area claim – which Silverthorne Staff does not support. We hope to come to a resolution and agreement with Xcel so that both Lots 10 and 11 may be undergrounded during the construction of Rainbow Run, but if we cannot, then Rainbow Run will still be able to continue forward with its portion only.



**Lake Dillon Fire
Protection
District**

401 Blue River
Parkway,
Silverthorne, CO
80498

P.O. Box 4428
Dillon, CO 80435

Telephone:
970.262.5100
Fax:970.262.5150

**Community
Services Bureau**
Telephone:
970.262.5201
Fax:970.262.5250

Inspection Line:
970.262.5215

Mr. Matt Gennett
Town of Silverthorne
Community Development
P.O. Box 1309
Silverthorne, CO 80498

February 27, 2015

Re: PT2015-002, Rainbow Run Site Plan Review.

Dear Mr. Gennett,

Thank you for the opportunity to review and comment on the above proposal again. Please see the fire department comments below:

1. Based on the square footage of Building C, an approved NFPA 13R fire sprinkler system is required for the building. Size the waterline into this building to support fire sprinkler and domestic water needs. A separate room for the sprinkler riser is required. Field inspection is required to locate the FDC. See fire department for details.
2. An approved fire alarm system is required for a required fire sprinkler system. See the fire department for details.
3. Building C exceeds 30 feet in height. The fire apparatus access road on the North side of the project shall be 26 feet in width. Overhead utility lines shall not be located within the fire apparatus access roadway.
4. The fire apparatus access road is longer than 150'. The turnaround shown on this version of the site plan is acceptable to the fire department.
5. Bollard protection will be required around both new fire hydrants. Fire hydrants shall be installed, inspected, tested, and accepted by the water department of record, prior to the start of any combustible construction.
6. Fire lanes will be established along both sides of the fire apparatus access road serving this development. See fire department for fire lane sign details.
7. Proposed landscaping shall not obstruct fire hydrants or other fire appurtenances.

If you have any question please give me a call at my office, 970-262-5202. My work week is Tuesday through Friday. Thank you for your cooperation.

Sincerely,

Steven Skulski
Assistant Chief/Fire Marshal
Lake Dillon Fire District



TO: Matt Gennett, AICP, Senior Planner
FROM: Zach Margolis, Utility Manager
DATE: March 5th, 2014
SUBJECT: Utility Department Comments on Rainbow Run, PT2013-2, Final Site Plan

The Preliminary Plan review by the Utility Department identified items that the applicant was required to address prior to, or with, the Final Site Plan submittal. All of these have been satisfactorily addressed.

Because of the addition of the PSCO Easement on the north property line, the water and sewer easement required some slight modification, most likely in the description of the easements. Town staff and the applicant developed several options for the easements which were ranked in order of preference. The Applicant will work with Xcel to optimize the solution, but since any of the options we discussed will work for both the Town and the applicant, the Utility Department has no recommended conditions of approval.



**Lake Dillon Fire
Protection
District**

401 Blue River
Parkway,
Silverthorne, CO
80498

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Telephone:
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Fax:970.262.5250

Inspection Line:
970.262.5215



Mr. Matt Gennett
Town of Silverthorne
Community Development
P.O. Box 1309
Silverthorne, CO 80498

February 7, 2014

**Re: PT2013-2, Rainbow Run Minor Subdivision and Final Site Plan
Review.**

Dear Mr. Gennett,

Thank you the opportunity to review and comment on the above proposal again. The fire department's comments are unchanged from the review letter dated August 30, 2013. I have included those comments and concerns with this letter. Please see below:

1. Based on the square footage of Building C, an approved NFPA 13R fire sprinkler system is required for the building. Size the waterline into this building to support fire sprinkler and domestic water needs. A separate room for the sprinkler riser is required. Field inspection is required to locate the FDC. See fire department for details.
2. An approved fire alarm system is required for a required fire sprinkler system. See the fire department for details.
3. Building C exceeds 30 feet. The fire apparatus access road on the North side of the project shall be 26 feet in width. Overhead utility lines shall not be located within the fire apparatus access roadway.
4. The fire apparatus access road is longer than 150'. The turnaround shown on this version of the site plan is acceptable to the fire department.
5. Bollard protection will be required around both new fire hydrants. Fire hydrants shall be installed, inspected, tested, and accepted by the water department of record, prior to the start of any combustible construction.
6. Fire lanes will be established along both sides of the fire apparatus access road serving this development. See fire department for fire lane sign details.

If you have any question please give me a call at my office, 970-262-5202. My work week is Tuesday through Friday. Thank you for your cooperation.

Sincerely,

Steven Skulski
Assistant Chief/Fire Marshal
Lake Dillon Fire District

TO: Matt Gennett, Planning Manager
Community Development Department, Town of Silverthorne

FROM: SPORT Committee
Joanne Cook, Recreation & Culture Director

DATE: May 7, 2015

SUBJECT: Rainbow Run Final Site Plan – PT2015-002

Thank you for the opportunity to comment on the Rainbow Run Final Site Plan. On behalf of the SPORT Committee, I am writing this referral letter as it relates to the goals and objectives of the Town of Silverthorne's Parks, Open Space, and Trails (POST) Master Plan. SPORT Committee discussed the Rainbow Run Final Site Plan at the April 16, 2015 SPORT meeting.

1. The committee would like the recreational pathway to be paved, ten feet wide, and completed at the time of project completion.
2. The committee recommends that access to the river and the recreational pathway be improved for residents of the complex.
3. The committee recommends the sidewalk adjacent to Highway 9 be separated from the Highway by at least three feet.

Thank you for the opportunity to make comments on the Rainbow Run Final Site Plan. If desired, the SPORT Committee is available to meet and discuss these recommendations with Applicant.

Transmittal to Referral Agencies for Development Review

To: Joanne Cook, Recreation & Culture Director
From: Matt Gennett, AICP, Senior Planner
Re: Preliminary Site Plan Application
Project: Rainbow Run (Project No. PT2013-2)
Date sent: February 1, 2013
Date due: February 22, 2013

Part of the Town of Silverthorne Community Development Department project review process involves the solicitation of input from appropriate state, local, and federal agencies regarding proposed projects such as the one described above. Please review the attached project proposal documents, fill in the rest of this sheet as needed, and return by the date shown.

Lack of our receipt of this form or your comments by the date shown above will be interpreted as "no comment".

- I have neither concerns nor comments.
- I have the following concerns and comments:

I have concerns and comments that are detailed in an attached letter.

Joanne Cook Recreation & Culture Director
Your name and title

Town of Silverthorne
Agency or department

Mailing address/phone/Fax

TO: Matt Gennett, Senior Planner
Community Development Department, Town of Silverthorne
FROM: SPORT Committee
Joanne Cook, Recreation & Culture Director
DATE: February 22, 2013
SUBJECT: Rainbow Run Preliminary Site Plan

Thank you for the opportunity to comment on the Rainbow Run Preliminary Site Plan. On behalf of the SPORT Committee, I am writing this referral letter as it relates to the goals and objectives of the Town of Silverthorne's Parks, Trails, and Open Space Master Plan. SPORT Committee reviewed the Rainbow Run Preliminary Site Plan at the February 21, 2013 SPORT meeting.

The SPORT Committee has the following recommendations which relate to non-motorized public access on the property. Per the Parks, Trails, and Open Space Master Plan's Sidewalks guidelines, the following requests are made:

1. The Committee is pleased to see the 25' pathway easement. This is important for future connectivity and the Committee supports it.
2. The Committee understands a 6' sidewalk will be completed and connects to the bus stop. The Committee is also satisfied with this.

Thank you for the opportunity to make comments on the Rainbow Run Preliminary Site Plan. If desired, the SPORT Committee is available to meet and discuss these recommendations with Applicant.

*put down security to pave -
hopefully
part of SIA -
paved @ a
future
date*

**TOWN OF SILVERTHORNE, COLORADO
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
RAINBOW RUN**

THIS AGREEMENT is made and entered into as of the ___ day of May, 2015, by and between Terry E. Novak, whose address is PO Box 2383, Dillon, Colorado 80435, hereinafter referred to as "Owner," and the Town of Silverthorne, a municipal corporation of the State of Colorado, the address of which is P.O. Box 1309, Silverthorne, Colorado 80498, sometimes hereinafter referred to as "Silverthorne," together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner holds title to certain real property located within Silverthorne and described on **Exhibit A** attached hereto (the "Property") and Owner has submitted an application for development of said property known as Rainbow Run (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project and development of the Property, certain improvements, which are more particularly described on **Exhibits B and C** attached hereto (hereinafter referred to as "Improvements") must be constructed by Owner ; and

WHEREAS, Owner shall also satisfy any other applicable condition or conditions of approval of the Project; and

WHEREAS, Silverthorne and Owner desire to evidence their agreement regarding the construction of these Improvements.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose and Scope. This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of approval of the Project and development of the Property.

2. Exhibits and Inclusions. This Agreement includes the following Exhibits which are attached hereto and incorporated herein by this reference:

a. **Exhibit A:** Legal Description of the Property

b. **Exhibit B:** Improvements Quantities and Cost Estimates

c. **Exhibit C:** Wet Stamped Engineering plans and specifications prepared by Range West, Inc., dated January 15, 2015, submitted to and approved by Silverthorne, and included as a part of this Agreement together with

any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".

d. **Exhibit D:** Form of Partial Release of Letter of Credit

3. Improvements to be Constructed. Owner shall install the Improvements described in **Exhibits B and C** and shall be responsible for all associated costs thereof. Before beginning any site work or the construction of any Improvements, the Owner shall submit to Silverthorne final construction plans and specifications for the Improvements which have been stamped and signed by the engineer(s) who prepared the Engineering Plans. The Owner agrees that the Improvements shall be constructed in accordance with the approved Engineering Plans. The Owner agrees to adhere to all Federal, State and local rules and regulations during construction.

Owner shall not modify the approved Engineering Plans or construction methods, means, materials or locations for any of the Improvements without the prior written approval of Silverthorne.

4. Rights-of-Way and Easements. Owner shall provide and dedicate all necessary rights-of-way and easements related to the site development and the construction of the Improvements at the time of final plat for the Project. Owner shall also be responsible for acquiring all other applicable easements, permits and licenses necessary for the construction of the Improvements.

5. Plans and Drawings. Owner will furnish Silverthorne, at Owner's cost, five (5) copies of the Wet Stamped Engineering Plans and all supplemental plans, drawings and specifications relating to the Improvements and overall Project development which shall be prepared, stamped and certified by a licensed, registered Professional Engineer (P.E.), hereafter referred to as the "Design Engineer" or "Engineer of Record." Owner shall furnish Silverthorne three (3) paper copies showing the constructed Improvements in their as-built locations prior to Silverthorne's acceptance of the Improvements. Owner shall pay the cost of adding "as-built" drawings to Silverthorne's GIS system.

6. Cost Estimate for Improvements. In order to secure the construction and installation of the Improvements such that Silverthorne has sufficient funds to complete the construction should Owner default, Owner has estimated the costs of Improvements to be installed as itemized in **Exhibit B**. Silverthorne has, in good faith, reviewed and approved the cost estimates. The Parties acknowledge that the costs and quantities set forth on **Exhibits B and C** are estimates and that the actual costs and quantities may vary from such estimates.

7. Additional Costs. Owner shall be responsible for all costs for the Project, in addition to the basic costs of construction estimated in **Exhibits B and C**, including, but not limited to preliminary and final design, plan, as-built drawing preparation, construction costs, surveying costs and required studies related to

the Project including but not limited to traffic, utilities, and geotechnical studies as well as, inspection and certification, performance and guarantee during construction and the following warranty period, and any other administrative or legal expenses.

8. Security.

- a. Owner shall secure all of its obligations under this Agreement by furnishing to Silverthorne in either cash or via letter of credit in the amount of **\$149,328.81**, in a form acceptable to Silverthorne issued by a Colorado bank or another lender (the "Issuer") acceptable to Silverthorne.
- b. If Owner fails to perform or observe any obligation or condition required by this Agreement, and if such default or defaults remains uncured for more than thirty (30) days after Owner's receipt of written notice thereof from Silverthorne, Silverthorne may either (A) cure the default at Owner's expense and draw on the Letter of Credit from time to time to pay the costs it incurs in connection therewith or (B) issue written notice advising Owner that specific Improvements constructed have been deemed unacceptable until the Owner complies with all obligations and conditions of this Agreement.
- c. The procedures for drawing on the Letter of Credit shall apply whether there may be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by Owner, Silverthorne may consider allowing partial releases of the Letter of Credit as construction of the Improvements progresses. Partial releases shall be considered only for the completion of Improvement items and quantities identified in **Exhibits B and C**. Partial release requests must be made in writing and shall be accompanied by appropriate records documenting the Improvement items completed their quantities, lengths and/or limits and associated cost amounts. This documentation may include, but is not limited to copies of bills and paid invoices, the schedule of values for the work performed and schedule of values summarizing the work remaining, as well as any other supporting documentation requested by Silverthorne. Silverthorne may elect to inspect the Improvements to verify their completion and shall determine the amount of the partial release within ten (10) business days following its receipt of the request. If Silverthorne agrees that the amount of the partial release request appears to be in proper proportion for the amounts of the completed (and remaining) Improvements and that the Improvements have been constructed in accordance with the approved Engineering Plans and any other applicable requirements of this Agreement, then Silverthorne may release a portion of the Letter of Credit. The amount of the partial release shall be the amount or quantity of the Improvement

completed as identified in **Exhibit B**. Partial release requests shall be made no more frequently than once per calendar month.

- e. No determination by Silverthorne of construction performed nor any partial release of any portion of the Letter of Credit shall be deemed as acceptance of Improvements by Silverthorne.

9. Completion. Before any Building Permit can be issued within the Project (other than for facilities required as part of the Improvements and as described in **Exhibits B and C**), all Improvements must be completed, inspected, approved and accepted by Silverthorne. All Improvements shall be completed in accordance with the approved Engineering Plans, within two (2) years after approval of the Project by Silverthorne. Extension of time for completion of Improvements may be considered by Silverthorne for good cause shown. "Good cause" shall be determined by Silverthorne.

10. Materials and Workmanship. Unless otherwise approved by Silverthorne in writing, all materials to be used for constructing the Improvements shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by Silverthorne), Owner shall furnish Silverthorne the name of the manufacturer of equipment and materials which it contemplates using for the construction of the Improvements. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and any additional information requested by Silverthorne. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used for the Improvements without Silverthorne's approval shall be at the risk of subsequent rejection.

11. Work Specifications. All work done under this Agreement shall be completed to the lines, grades, and elevations and shall be constructed with the materials and means shown on the approved Engineering Plans. Owner shall keep Silverthorne informed, at least five (5) calendar days in advance, of the times and places at which it wishes to undertake construction. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other staking in accordance with the approved Engineering Plans may be ordered removed and replaced at Owner's cost and expense. Silverthorne and/or the Inspector shall issue written notice to Owner regarding any construction or activity which Silverthorne deems unacceptable. All stakes, bench marks, and other survey points shall be preserved by Owner until the Improvements have been accepted by Silverthorne.

12. Protection.

- a. Owner shall keep and maintain all of the Improvements in good order and condition until Silverthorne formally accepts the Improvements. Owner shall at its cost repair or replace any damage to or destruction of the Improvements that occurs prior to such acceptance by Silverthorne,

except to the extent that such damage or destruction is caused by agents or employees of Silverthorne.

- b. Owner shall take all steps necessary to prevent its construction activities from damaging adjacent properties. If any adjacent property is damaged during site work or during the construction of the Improvements, Owner shall at its cost promptly repair or replace the damaged property to a condition equal to or better than that which existed before such damage or injury.
- c. Owner shall take all steps necessary to prevent its construction activities from causing bodily injury to person, including without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.
- d. In addition to complying with erosion control measures described in the Engineering Plans, Owner shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. Owner shall be responsible for obtaining all applicable local, State and/or Federally required construction stormwater permits prior to commencement of site work.

13. Construction Inspection. Inspection shall be provided to assure that all work is performed in accordance with the approved Engineering Plans and with the terms of this Agreement. Owner is responsible for the cost of inspection services related to construction of the Improvements. Full time inspection shall be provided by the Owner's Engineer, unless an alternative method or schedule is approved by Silverthorne in writing. The Inspector and inspection schedule shall be subject to the approval of Silverthorne. The Inspector(s) as described above (hereinafter referred to as "Inspector") will inspect the construction materials and will observe construction of the Improvements to be dedicated to Silverthorne to assure that they have been constructed in compliance with the approved Engineering Plans, and with Silverthorne's standards and regulations. The Inspector shall document their observation of construction on a daily basis and on a form acceptable to Silverthorne, which may also include photo and video documentation. In the event that there are questions or concerns at any time about the quality of construction and/or materials or methods used during construction, Silverthorne may issue written notice advising Owner that specific Improvements in question have been deemed unacceptable.

- a. The Inspector shall notify the Owner within twenty-four (24) hours of all construction or material defects or problems with the construction, either noted by the Inspector or presented to the Inspector by the Owner's Engineer, or by Silverthorne. Such claims may include any matter relating to the materials being used, execution and progress of the work or interpretation of this Agreement, including the approved Engineering Plans. Any subsequent recommendations or proposed revisions from the

Owner's Engineer shall be subject to the final review and decision of the Silverthorne Public Works Director or his or her designee.

- b. The Inspector shall make daily estimations of amounts and quantities of work performed hereunder.
- c. The Inspector and Silverthorne shall have free access to the work at all times. Owner shall furnish both Inspector and Silverthorne with the means for ascertaining whether the work being performed or the work which has been completed is in accordance with the approved Engineering Plans and Silverthorne's Engineering Standards.
- d. The Inspector is in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. Silverthorne hereby designates the Public Works Director or his or her designee(s) as representatives with authority to speak for Silverthorne, and with whom the Inspector shall communicate on all matters provided for in this Agreement.
- f. Inspections may extend to all or any part of the Improvements and to the preparation or manufacture of the materials to be used. The Inspector is not authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Silverthorne or Owner. Owner agrees to pay for the Inspector and all related inspection services.
- g. Owner agrees to pay to Silverthorne for the examination of submitted plans and Silverthorne's inspection of the work.

14. Quality of Work. If at any time it is determined by Silverthorne or the Inspector that substandard material, not conforming to the requirements of the approved Engineering Plans and specifications has been delivered to the Project or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced at the Owners expense.

- a. Any failure to earlier detect defective design, material, or workmanship shall not impair Silverthorne's right to a completed and functional project constructed per the approved Engineering Plans as well as applicable engineering standards and regulations.
- b. If Inspector or Silverthorne discovers defective materials, whether before, during or after installation and if Owner fails to replace rejected materials, Silverthorne may issue written notice advising Owner that these materials and the related Improvements will be deemed unacceptable.

- c. If the approved Engineering Plans, the specifications, the Owner's Engineer's instructions or requirements of any public authority, including Silverthorne, require any work to be specially tested or approved, Owner shall be responsible for performing such testing, obtaining passing test results and providing reports of those results to the Inspector and Silverthorne as quickly as possible, and prior to commencing further work. If any work is covered without approval of the Inspector, the Inspector and/or Silverthorne may order the work to be uncovered for examination and inspection. If Owner fails to comply with these requirements, then Silverthorne may issue written notice advising Owner that specific Improvements in question will be deemed unacceptable.
- d. Reexamination of work or materials may be ordered by the Inspector or Silverthorne. If so ordered, the work or materials must be uncovered by Owner. If such work or materials are found to be in accordance with this Agreement and the approved Engineering Plans, then the party requiring the reexamination shall pay the costs of uncovering, reexamination, replacement, and restoration of the site. If such work or materials be found not in accordance with this Agreement and the approved Engineering Plans, Owner shall pay such cost.
- e. In the event that adverse site or climatic conditions exist which may damage or endanger work, Silverthorne may issue written notice advising Owner that Improvements constructed during these conditions will be deemed unacceptable.

15. Final Inspection. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify Silverthorne and shall provide a letter, in a form acceptable to Silverthorne, from the Owner's Engineer certifying that all Improvements have been constructed in accordance with the approved Engineering Plans. Silverthorne will then, within ten (10) working days after such notice, make its final inspection. If such inspection determines that the construction of the Improvements appears to have been completed in accordance with the Engineering Plans and the other requirements of this Agreement, and that all Improvements appear to be operating correctly, Silverthorne will accept the Improvements by issuing a Certificate of Completion within ten (10) days of the date of the Final Inspection. If the inspection reveals that the work has not been completed in accordance with the approved Engineering Plans and the other requirements of this Agreement, or is not functioning or may not function correctly, Owner shall be notified in writing and shall promptly correct the deficiency at its cost and, following the completion of such corrective work, reissue its notice of completion to Silverthorne. The re-inspection process and timeframes will be subject to the above schedule.

16. Acceptance of Improvements. Silverthorne shall not accept responsibility for ownership, operation and maintenance of the Improvements

until all Improvements have been completed by Owner, have passed final inspection by Silverthorne and have subsequently received final acceptance thereof by Silverthorne. Upon written request by Owner for a Certificate of Completion, and provided that all of the payments and other performances within this Agreement have been made and completed by Owner, Silverthorne will issue the Certificate of Completion. Upon issuance of the Certificate of Completion, "**Improvements to be dedicated to and owned by Silverthorne**" as described in **Exhibit B** shall be deemed approved and accepted by Silverthorne and shall be owned, operated and maintained by Silverthorne, unless specific conditions are stated otherwise within the Certificate of Completion. All other Improvements which will NOT be dedicated to Silverthorne for ownership, as described in **Exhibit B**, shall be inspected by a private inspector, approved by Silverthorne, who shall provide Silverthorne with a written certification of compliance with the approved Engineering Plans for those constructed Improvements.

17. Warranty and Guarantee. Owner hereby warrants and guarantees to Silverthorne that the Improvements will be fully functional and free of all defects in design, materials, construction and function for a period of two (2) years from the date of their final acceptance by Silverthorne, measured by the date of issuance of the Certificate of Completion. Security shall be deposited to warrant the Improvements against defects during the two-year warranty period. Such warranty security shall be posted in the amount of twenty percent (20%) of the total construction cost of the Improvements for the two-year warranty period and shall be provided either as cash or via letter of credit in a form acceptable to Silverthorne and which is issued by a Colorado bank or another lender (the "Issuer") acceptable to Silverthorne.

- a. Owner warrants that upon acceptance of the Improvements by Silverthorne, title to all work performed and materials and equipment furnished in respect thereof will pass to Silverthorne free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed and materials and equipment furnished in respect of the Improvements are new, of good quality, free from all faults and defects, and in compliance with the approved Engineering Plans. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective and shall be removed and replaced at Owner's cost.
- c. If, within the applicable warranty and guarantee period set forth above, any of the work, materials or equipment is found to be or becomes defective or deficient Owner shall, without cost to Silverthorne, correct it promptly after receipt of notice from Silverthorne.

- d. The warranty and guarantee periods set forth above shall be extended for any remedial or repair work that may be necessary within the first two (2) years after the issuance of the Certificate of Completion for the Project by Silverthorne. Additionally, the warranty and guarantee period for remedial or repair work shall for be two (2) years after the date of performance of the remedial or repair work. Security, for the remedial or repair work shall also be retained by Silverthorne throughout this extended period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond in a timely manner, then Silverthorne may act immediately to respond, including ordering the suspension of work on the Project. If Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, Silverthorne may undertake the necessary remedial effort. In either event Owner shall immediately reimburse Silverthorne for all costs. Nothing contained herein shall impose any duty upon Silverthorne to act for Owner in an emergency.
- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by Silverthorne. The establishment of all warranty and guarantee periods shall not be construed to create a period of limitation for commencement of any legal proceedings brought for a breach of the warranty.

18. Notice. When any faulty condition in the Improvements is found, Silverthorne shall serve notice to Owner and/or its surety or Issuer of this condition. Upon receipt of said notice Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to Silverthorne. Security in the amount of the actual cost of repair and/or replacement shall be retained for this extended two (2) year period. In the event Owner fails to make such repairs or replacements, Silverthorne shall have the right to do so in the manner described herein. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

19. Remedies. In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, Silverthorne may refuse to further process any site development or building permit application for any property within the Town of Silverthorne, owned, in whole or in part, by Owner.

20. Indemnification.

- a. Owner hereby expressly binds itself to indemnify and save harmless Silverthorne and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them; any loss, cost or expense incurred by them or any of them

for, or on account of, any injury or damage received or sustained by any person, firm or corporation during the construction of the Improvements or the applicable warranty period, arising in whole or in part from the acts or omissions of Owner, its contractors and agents

- b. The indemnity contained in this Paragraph benefits Silverthorne and its agents only. This Paragraph confers no benefit or right upon any third party.
- c. Silverthorne does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under any statute or common law doctrine, including the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.

21. Additional Conditions.

- a. **Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of Silverthorne's Town Code requirements and other applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Summit County district court.
- b. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. **Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.
- d. **Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Summit County, Colorado; shall run with the land; and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale or transfer of the Property or portions thereof (to the extent of such

portions only); provided however, that any successor, grantee or assignee of Owner shall be bound hereby with respect to the Property or such portions thereof so sold or transferred, and this document shall have been recorded and serve as a covenant running with and burdening the land described in Exhibit A, as the burdened property, as an easement in gross for the benefit of the Town of Silverthorne. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the Property. Owner shall notify Silverthorne in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer. Except as set forth in this Additional Conditions paragraph, this Agreement does not confer any right or benefit to any third party.

- e. **Force Majeure.** If Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by Silverthorne, unavoidable casualties or any other causes reasonably beyond Owner's control, then the Owner's time shall be extended for such duration as provided elsewhere in this section upon Owner's timely submission of its request for an extension of time.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Summit County, Colorado.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- j. **Vested Rights.** Silverthorne acknowledges and agrees that (i) Silverthorne has approved the Project, (ii) such approval is considered a site specific development plan, and (iii) pursuant to Section 4-4-14 of the Town Code and Article 68 of Title 24, C.R.S., Owner has obtained vested property rights to develop the Project for a period of three (3) years commencing on the date of this Agreement, subject to Town Code Section 4-4-6. Notwithstanding anything to the contrary set forth in Paragraph 21.e above, the three (3)-year period for Owner's vested

property rights to develop the Project will not be extended for force majeure or any other reason, unless Silverthorne consents to such extension.

- k. **Lot Sales.** Owner may not enter into any contract for the sale of any of the Lots which may have been created by a Plat for the Property or take any Lot or ownership specific reservation until Owner has provided Silverthorne with the financial security required by this Agreement. This Section shall not be construed to restrict Owner's right to sell the entirety of the Property to another developer as a bulk sale.
- l. **Specific Conditions.** Owner hereby agrees to the following specific conditions:

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

TOWN OF SILVERTHORNE, a Colorado municipal corporation

ATTEST:

By: _____
Bruce Butler, Mayor

Michele Miller, Town Clerk

Terry E. Novak

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

Acknowledged before me this ____ day of _____, 2015, by Bruce Butler, Mayor and by Michele Miller as Town Clerk of the Town of Silverthorne, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

[SEAL]

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

Acknowledged before me this ____ day of _____, 2015, by _____, *(Title and Company name)*.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

[SEAL]

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

Acknowledged before me this _____ day of _____, 2015, by
_____, (*Title and Company name*).

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

[SEAL]

Exhibit A

SITE IMPROVEMENTS AGREEMENT

Legal Description of the Project

Lot 11, Silverthorn Subdivision

Exhibit B

SITE IMPROVEMENTS AGREEMENT

Improvements Quantities and Cost Estimates

Improvements to be dedicated to and owned by Silverthorne (i.e. public improvements). (Subject to the two (2) year Warranty period.)

1	Water	Qty.	Unit Cost	Total Cost
	8" Water Main	339 LF	\$ 52.93	\$ 17,943.27
	8" Tie-in	2 ea. 8" MJ Tee, 4 ea. 8" solid sleeves, gravel bedding, appurtenances as necessary	\$ 4,417.00	\$ 8,834.00
	8" Gate Valve	6 ea gate valve w/valve box, gravel bedding, appurtenances as necessary	\$ 1,980.00	\$ 11,880.00
	8" Bends	2 EA	\$ 444.00	\$ 888.00
	Fire Hydrant Assembly	2 EA	\$ 9,237.00	\$ 18,474.00
			Sub-Total	\$ 58,019.27
2	Sewer			
	8" Sanitary Main	299 LF	\$ 53.73	\$ 16,065.27
	48" Dia. Manhole on Existing Main	1 EA	\$ 9,936.00	\$ 9,936.00
	48" Dia. Manhole on New Main	1 EA	\$ 3,300.00	\$ 3,300.00
	4" Box Insulation on New Main	200 LF	\$ 61.16	\$ 12,232.00
			Sub-Total	\$ 41,533.27
			TOTAL	\$ 99,552.54

150% of Total

\$ 149,328.81

Exhibit C

SITE IMPROVEMENTS AGREEMENT

Engineering Plans

The Engineering Plans are incorporated herein by this reference, but not attached and not required to be recorded with this Agreement, but must be placed on file with Silverthorne's Public Works Department.

Exhibit D

SITE IMPROVEMENTS AGREEMENT

Form of Partial Release of Letter of Credit

Certificate for the Reduction of
Amounts Available Under
Irrevocable Letter of Credit No. _____
Dated _____ (the "Letter of Credit")

The undersigned, a duly authorized agent of the Town of Silverthorne, Colorado ("Beneficiary"), hereby certifies to _____ (the "Issuer") with reference to Irrevocable Letter of Credit No. _____ dated _____, _____, ("Letter of Credit") issued by the Issuer in favor of the Beneficiary, that:

- a) Beneficiary hereby notifies you that, pursuant to that certain Subdivision Improvements Agreement for the _____ Project dated _____, _____, ("Site Improvements Agreement") by and between the Beneficiary and _____, the Beneficiary has agreed that the amount available under the Letter of Credit shall be reduced by the amount of \$ _____, as of the date of this Certificate.
- b) Following the reduction referred to in Paragraph (1) above, together with all prior reductions, the amount available under the Letter of Credit to the Beneficiary is \$ _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this _____ day of _____.

TOWN OF SILVERTHORNE, a Colorado
municipal corporation

By: _____
Its: _____

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Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
FROM: Ryan Hyland, Town Manager 
DATE: May 5, 2015, for Town Council Meeting of May 13, 2015
SUBJECT: Declaration of Vacancy on Town Council

SUMMARY: The passing of Town Council Member Jonathan Bird leaves a vacant seat on the Silverthorne Town Council. Charter Section 3.6.b requires the Town Council to formally declare a vacancy before an appointment is made to fill a vacant seat. The Charter also instructs that Town Council must fill the vacancy by appointment no sooner than 10 days and no later than 30 days after the vacancy is declared. Per the Charter, the member appointed to fill the vacant seat will serve until the next municipal election, which will take place in April 2016.

PROPOSED MOTION: "I move that the Town Council declare a vacancy in the office of Town Councilmember, effective upon adjournment of the May 13, 2015, Town Council meeting, and that the formal action to appoint a member to that vacant seat be scheduled for the May 27, 2015, Town Council meeting."

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Town of Silverthorne
Council Agenda Memorandum

TO: Mayor Bruce Butler and Town Council
THRU: Ryan Hyland, Town Manager
Mark Leidal, Asst Town Manager
FROM: Bill Linfield, Public Works Director
DATE: May 5, 2015
SUBJECT: Resolution 2015-08, a Resolution awarding Lake Dillon Theater at Silverthorne Design/Build project to Shaw Construction, with Semple Brown as the project architect.

SUMMARY: After soliciting proposals for a Design/Build team for the Lake Dillon Theater at Silverthorne, receiving 5 solid proposals, interviewing all five teams, and talking with references and past clients, we are now recommending to Town Council that we award the Design/Build project to the team of Shaw Construction and Semple Brown Architects in an amount of \$6 million.

BACKGROUND: After receiving direction from Council staff solicited proposals from Design/Build teams for the design and construction of the new Lake Dillon Theater at Silverthorne. The new theater will be located on a portion of the lawn area north of the Town Pavilion. Five solid proposals were received from teams comprised of architects and contractors. All firms proposed to design and build the new theater at a total project cost, all inclusive, of \$6 million. (See financial section below) All five teams proposing were interviewed by Town Staff, Theater Staff, Three Town Council members, and members of the Lake Dillon Theater Board. After the interviews all panelists ranked the teams interviewed, and the top two firms were then interviewed a second time by Town and Theater Staff. The second interviews confirmed the top choice from the first interviews and Town Staff is recommending to Town Council that we contract with the Team of Shaw/Semple Brown for the design and construction of the Lake Dillon Theater at Silverthorne, after the actual contract has been reviewed and approved by the Town Attorney. Design work will commence immediately as we work towards breaking ground in April of 2016 with project completion scheduled for February of 2017.

FINANCIAL IMPLICATIONS: Town Council has authorized the expenditure of \$4 million for the new Lake Dillon Theatre at Silverthorne. The Lake Dillon Theatre Company has agreed to provide an additional \$2 million for the project, giving the project a total budget of \$6 million. The contract for Design/Build services is for a total project cost of \$6 million, all inclusive. The contract will include provisions to delay or stop the project, at key points in the timeline, such as prior to commencement of construction, to facilitate any funding issues.

STAFF RECOMMENDATION: Staff recommends that Council authorize the Mayor to sign Resolution No. 2015-08, a Resolution authorizing the Town to contract with Shaw Construction (on behalf of the Shaw/Semple Brown Team) for the design and construction of the Lake Dillon Theater at Silverthorne. (the actual contract will not be signed until reviewed and approved by the Town Attorney)

PROPOSED MOTION: “I MOVE TO APPROVE RESOLUTION 2015-08, A RESOLUTION AUTHORIZING THE TOWN TO CONTRACT WITH SHAW CONSTRUCTION FOR DESIGN AND CONSTRUCTION OF THE LAKE DILLON THEATER AT SILVERTHORNE.

TOWN OF SILVERTHORNE, COLORADO
Resolution No. 2015-08

A RESOLUTION Authorizing the award of a contract with Shaw Construction for the design and construction of the Lake Dillon Theater at Silverthorne

WHEREAS the Town has \$4 million for the new Theater in 2015/2016, and

WHEREAS the Lake Dillon Theater has committed \$2 million for the new Theater, and

WHEREAS the Town has met requirements for bidding the project,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE THAT THE TOWN IS AUTHORIZED TO ENTER INTO A CONTRACT WITH SHAW CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$6 MILLION AS OUTLINED IN THE STAFF MEMO DATED MAY 5, 2015.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO THIS 25TH DAY OF MARCH, 2015.

Bruce Butler, Mayor

Attest:

By _____

Michele Miller, Town Clerk

Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: May 7, 2015, for the meeting of May 13, 2015
SUBJECT: Site Plan Modification – Way to Grow, 265 Brian Avenue, Lots 1 and Enterprise Park Subdivision (PT2015-002)

SUMMARY: The applicant is requesting approval of a Site Plan Modification which includes location of a 28' x 7' compressed gas storage tank onsite, parking lot improvements, and an existing modification to the entry of the commercial space.

BACKGROUND: Way to Grow opened operations in the existing building during the fall of 2014, and staff has since noticed minor alterations to the building and site that require a Site Plan Modification application. The applicant also approached staff with a request to locate a 28' x 7' compressed gas storage tank on site, which staff determined would require Site Plan Modification approval.

PREVIOUS COUNCIL ACTION: In August of 1972, the area now known as the Enterprise Park Subdivision was annexed into the Town of Silverthorne by Council. Council approved the Final Plat for Enterprise Park in November of 1972.

STAFF DISCUSSION: Please see the attached Staff Report.

PLANNING COMMISSION RECOMMENDATION: Planning Commission, by a vote of 4-0, recommends approval of the Site Plan Modification for Way to Grow, located at 265 Brian Avenue, with the following conditions:

1. The comments of the Town Engineer (Exhibit A) regarding the driveway widths must be adhered to and verified by staff prior to application for a building permit to install the proposed CO2 tank.

PROPOSED MOTION: *"I move to approve the Site Plan Modification for Way to Grow, located at 265 Brian Avenue, with the Planning Commission recommended condition."*

ATTACHMENTS:
Staff Report, Exhibits and Attachment

MANAGER'S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

From: Matt Gennett, AICP, Planning Manager *MG*

Thru: Mark Leidal, AICP, Assistant Town Manager *ML*

Date: May 7, 2015, for the meeting of May 13, 2015

Subject: Site Plan Modification for Way to Grow (PT2015-006)

Property Owner: Nancy Dwyer

Applicant/Agent: Jim Blaha, owner of Way to Grow, and Michael Shult, Architect

Proposal: The applicant is requesting approval of a Site Plan Modification which includes location of a 28' x 7' compressed gas storage tank onsite, parking lot improvements, and an existing modification to the entry of the commercial space. *(Please see the attached exhibits for further information.)*

Address: 265 Brian Avenue

Legal Description: Lot 1 and Lot 8, Block 1, Enterprise Park Subdivision

Site Area: 1.75 acres (or 76,230 square feet)

Zone District: C-2, Heavy Commercial Zone District

Design District: Town Core Periphery District

Site Conditions: Developed with an existing commercial building

Adjacent Uses: North: Commercial – Waste Management of CO, Inc.
South: Commercial – JH Mountain Service Corp.
East: Commercial – Town of Silverthorne Public Works Dept.
West: Commercial – Colorado Alie, LLC

Height: Allowed: 40' max
Existing: 34' *(no change proposed)*

Landscaping: Required: 10% or 7,623 sq. ft.
Existing: 13% or 9,665 sq. ft. /12 trees *(no change proposed)*

Parking: Required: 43 spaces, 1 disabled accessible space
Existing: 43 spaces, 3 disabled accessible spaces

Snow Storage: Required: 25% of impervious surface, or 2,250 sq. ft.
Proposed: 37% of impervious surface, or 7,725 sq. ft.

Town of Silverthorne, Colorado
Town Council Staff Report

Setbacks:	Required:	Existing:
	Front: 20'	28.0' (no change proposed)
	Rear: 10'	56.8' (no change proposed)
	Side: 10'	69.0' (no change proposed)

PROPOSAL: The applicant is requesting approval of a Site Plan Modification to locate a compressed CO2 tank adjacent to the east side of the existing building and a minor modification to the exterior of the existing building which is already complete. The proposal also includes improvements to the parking lot and access drives which have likewise been completed.

PREVIOUS COUNCIL ACTION: In August of 1972, the area now known as the Enterprise Park Subdivision was annexed into the Town of Silverthorne by Council. Council approved the Final Plat for Enterprise Park in November of 1972.

BACKGROUND: Way to Grow opened operations in the existing building during the fall of 2014, and staff has since noticed minor alterations to the building and site that require a Site Plan Modification application. The applicant also approached staff with a request to locate a 28' x 7' compressed gas storage tank on site, which staff determined would require Site Plan Modification approval.

STAFF COMMENTS – SITE PLAN MODIFICATION: Site Plan Modifications follow the Final Site Plan review process, as outlined in Section 4-6-4 of the Town Code, and require action by Planning Commission and Town Council. The review criteria for a Site Plan Modification are the same as those for a Final Site Plan, and are found in Section 4-6-8(i) of the Town Code, as detailed below.

Comprehensive Plan: The Silverthorne Comprehensive Plan reflects the goals and objectives of the community in the form of policies. The first criterion for review of a Site Plan Modification is consistency with the goals and policies of the Comprehensive Plan. Staff finds there are a number of Comprehensive Plan goals relevant to this proposed development.

Policy LU 1.4 – Encourage infill development and redevelopment prior to the establishment of new commercial areas in Silverthorne.

Policy LU 1.6 – Ensure that all development is well-integrated with multi-modal transportation options and provides for safe connections between destinations (e.g., neighborhoods and commercial centers) for all users.

Policy LU 2 DC.1 – Support regional and neighborhood retail uses that serve drive-to customers (e.g., auto dealerships, grocery stores, and larger general merchandise stores).

Policy LU 2 DC.3 – Protect suitable space for commercial development from encroachment by incompatible land uses.

Policy CD 3.7 – Encourage the consolidation of site elements such as parking, snow stacking, trash enclosures, and detention ponds when feasible, and consider a

Town of Silverthorne, Colorado
Town Council Staff Report

cooperative approach to the location of these elements on adjoining properties.

Policy CD 3.8 – *Utilize appropriate screening to mitigate the visual and acoustic impacts of commercial uses, and integrate such screening into each project's site design. Items to be screened include loading areas, trash and recycling areas, mechanical equipment, and equipment and vehicle storage.*

Policy E 2.1 – *Conduct all activities related to economic development in a manner that creates a supportive infrastructure for the business community, and enhances Silverthorne's reputation as a great place to operate and/or start a business.*

Staff finds the proposed Site Plan Modification to be in compliance with the Comprehensive Plan policies listed above. The proposed Site Plan Modification will not result in any foreseen adverse impacts and will reduce operational issues that exist today.

Compliance with Chapter 4, Town Code: The second criterion for Site Plan Modifications is consistency with the applicable standards of Chapter 4 of the Town Code, particularly those governed by zoning.

Zoning Standards: The subject property is zoned C-2, Heavy Commercial Zone District. The applicant's proposal does not include any significant changes to the physical layout of the site, and no changes to the building footprint, orientation, or materials. The proposal meets most of the Town Code required zoning standards; including landscaping, parking, site coverage, and snow stack requirements. As noted by the Town Engineer in Exhibit A, two of the existing driveway widths exceed the 35' maximum allowed in the C-2 Zone District.

Town Core Periphery District Design Standards: The third criterion for Site Plan Modifications is consistency with the applicable standards found in the architectural overlay districts. Given that the Design District Standards apply primarily to new buildings and substantial site plan modifications, and the limited scope of the proposed Site Plan Modification, staff finds that the majority of the Town Core Periphery District Design Standards are not applicable to this application. The already completed replacement of a garage door with a glass storefront entry complies with the goals of the Town Core Periphery District.

The following Town Core Periphery District Design Goals, found in Section 2.2 of the Design District Standards are relevant to the subject applications:

- 2.2.1. *The primary goals for the Town Core Periphery District are to:*
- a. *Promote land uses that complement and support the Town Core District.*
 - b. *Encourage development that presents an image of permanence, quality and value;*
 - c. *Set minimum quality standards for site design and building architecture;*
 - d. *Develop an attractive street facade with storefronts scaled and oriented toward vehicular and pedestrian traffic along Rainbow Drive, Brian and Adams Avenue;*

Town of Silverthorne, Colorado
Town Council Staff Report

- e. *Provide for a continuous building setback along the street frontage to reduce the visual impact of parking lots;*
- f. *Locate parking lots to be screened by buildings or landscape from public view;*
- g. *Provide pedestrian connections within and between developments that link to the Town's overall pedestrian network.*
- h. *Encourage energy conservation in building design and materials through solar exposure, appropriate insulation and other measures;*
- i. *Promote a sense of permanence and richness in the area by requiring the use of high quality materials such as, but not limited to: Timber, log, glued-laminated timber, fiber-cement siding, board and batten wood, wood lap siding, brick, stone, concrete masonry units (integrally colored, textured or glazed), and Exterior Installation Finish Systems (EIFS) or other materials as approved;*
- j. *Create a compatible landscape scheme within the Town Core Periphery District by grouping landscape of differing sizes; and*
- k. *Screen storage areas, mechanical equipment and loading areas from public rights-of-way.*

PLANNING COMMISSION RECOMMENDATION: Planning Commission, by a vote of 4-0, recommends approval of the Site Plan Modification for Way to Grow, located at 265 Brian Avenue, with the following conditions:

1. The comments of the Town Engineer (Exhibit A) regarding the driveway widths must be adhered to and verified by staff prior to application for a building permit to install the proposed CO2 tank.

Suggested Motion: *"I move to approve the Site Plan Modification for Way to Grow, located at 265 Brian Avenue, with the Planning Commission recommended condition."*

Alternative Motion: Should the Town Council find that the application does not meet the requirements for a Site Plan Modification, staff recommends the following motion:

"I move to deny the Site Plan Modification for Way to Grow, with the finding that it does not meet Town Code Section 4-6-8(i), Criteria for a Final Site Plan."

EXHIBITS:

Exhibit A: Town Engineer's comment memo

Exhibit B: Fire District comment memo

Exhibit C: Gas storage tank spec sheet

ATTACHMENT:

Full size (24"x36") Site Plan

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DRAFT

**TOWN OF SILVERTHORNE
PLANNING COMMISSION MEETING MINUTES
MAY 5, 2015 – 6:00 P.M.**

1. CALL TO ORDER – The meeting was called to order at 6:00 p.m., on May 5, 2015, in the Council Chambers of the Silverthorne Town Hall, 601 Center Circle, Silverthorne, Colorado.

2. ROLL CALL – Commissioners present and answering Roll Call were: Stan Katz, Robert Kieber, JoAnne Nadalin, and Brian Wray: Tom McDonald, Donna Pacetti and Tanya Shattuck were absent. Staff attending tonight’s meeting included: Matt Gennett, Planning Manager, Zach Margolis, Utilities Manager, Dan Gietzen, Town Engineer and Melody Hillis, Administrative Assistant.

3. CONSENT CALENDAR – JoAnne Nadalin made a motion to approve the April 14, 2015, Planning Commission minutes, as corrected. Stan Katz seconded. The motion was approved by a vote of four to zero (4-0). Donna Pacetti, Tom McDonald and Tanya Shattuck were absent.

4. CITIZEN’S COMMENTS:
None.

5. PUBLIC HEARING:

A. Final Plat and Site Plan – Angler Mountain Ranch Lakeside Townhomes, Filing No. 7, Tract 6C, Angler Mountain Ranch Lakeside Townhomes, Filing No. 6.

Matt Gennett, Planning Manager, presented the project. The applicant, Tim Crane, Compass Homes Development, is requesting Final Plat and Site Plan approval for six (6) duplex buildings and a new private road to be named Dragonfly Lane in Angler Mountain Ranch (AMR).

COMMISSIONER QUESTIONS:

- Robert Kieber - Is there anything too extreme on the roadway grades?
- Matt Gennett - No. This is a private street and they do meet all of the requirements for private access drives, etc. Reviewed by the Town Engineer.
- Brian Wray - The fence that is located on Bald Eagle, is that going to contain snow or what is its purpose?
- Dan Gietzen - It is to avoid a wind drift situation, there as a way to prevent snow from drifting onto and across the road.
- Brian Wray - Will that be on the easement or on the property?
- Dan Gietzen - It appears to be right beyond on the property line.
- Brian Wray - Will it be four or six feet high?
- Matt Gennett - Same type of fence that you see at the bike path right next to the bridge on Bald Eagle.
- Dan Gietzen - The fencing will be consistent with the others located throughout the Town.

- JoAnne Nadalin - Bald Eagle Road has a fairly significant drop down to Dragon Fly Lane, when they plow coming down Bald Eagle Road, is that snow going to end up being pushed onto Dragon Fly Lane?
- Dan Gietzen - Some of it could, and probably will, there is a guardrail along the whole downhill, which inhibits snowplowing. In this case it will act as somewhat as a shield somewhat for some of the units. Some of the snow will get over the guardrail, but it won't be a big pile of snow. What does get onto the road will get pushed down and be dealt with at the bottom of the road.
- Stan Katz - On the east end of the road, it says that there will be a proposed one foot curb and gutter, the other side of the road will have a road base shoulder. When snowplowing occurs on a street as narrow as this, is it likely that the curb is going to be destroyed?
- Dan Gietzen - It is a private road, so the Town won't be plowing it. But as a general statement, no, not necessarily. The Town has curb and gutter located throughout the Town.
- Stan Katz - It is destroyed on a regular basis.
- Dan Gietzen - It does get a beating by the snowplows, but the width of the road is not going to affect the longevity of the curb, it is more of how it is maintained.
- Stan Katz - According to this it is a curb, not a curb and sidewalk. If it is just a curb and you go to just cutter on the other side, it just seems very vulnerable.
- Dan Gietzen - The Town has curbs all throughout the Town, and if it is backed with compacted material. If the curb didn't have more support behind it, then it would be prone to damage. Over time all concrete is going to deteriorate.
- Stan Katz - To me, when you see curb, you expect to see curb and sidewalk, it protects the curb a little bit better. Just curb and gutter is okay, as stated it is a private road, just didn't necessarily seem like there is a need for a curb on the side away from the houses. Just wondering why it was put in in the first place.
- Dan Gietzen - Will let Joe Maglicic address that question. On the Angler Mountain north road we have curb and no sidewalk.
- Stan Katz - In our development you either have curb and sidewalk, or you there is dirt on both sides. I don't know any place where there is a curb and no sidewalk. Going up Golden Eagle there is curb and sidewalk and on my street there are no curbs and no sidewalks.

APPLICANT COMMENTS:

- Tim Crane - Applicant, Compass Homes Development, presented the project. Requested approval.
- JoAnne Nadalin - Will Dragon Fly Lane end right there, or will it be extended later?
- Tim Crane - It will end as shown. Showed Planning Commission the graphic and explained how it will be configured.
- Joe Maglicic - Ten Mile Engineering, representing the Applicant. Curb and gutter is everywhere in this county. Explained the reasoning for having a curb vs. no curb. Regarding the snowplowing, yes, the curbs do get beat up yearly, and are exposed to a harsh environment up here.
- Tim Crane - Hate ditches, they sound terrible, collect trash and they never revegetate. This way we can landscape almost to the curb and have road base close to the curb.
- Stan Katz - Regarding the fire turnaround, it appears that is it is barely long and big enough for the medium size fire engines and certainly not for the moving vans. Is there any way to extend that a couple extra feet, so that there will be an easier turn?
- Joe Maglicic - Steve Skulski, from Lake Dillon Fire Protection District reviews and scrutinizes these roads and turnaround very closely. This will not only turn the biggest fire engine in this county, it will also accommodate bigger

- trucks. This is the same size truck turnaround as the National Fire Code across the country uses.
- Stan Katz - What about moving vans? I would hate to see a moving van try to back out of this if it couldn't turn around.
- Joe Maglicic - Either a smaller moving van is used or stuff is shuttled in, it happens all the time. If we started designing roads for moving vans everywhere, we'd be building highways. It is not feasible to do that, they can also back it in, a moving van can fit in the turnaround.
- Stan Katz - In a lot of the other parts of Angler Mountain Ranch, there are loops and turnarounds, it is much easier for a large truck to deal with.
- Joe Maglicic - They are there for one reason only, the Town of Silverthorne Public Works Department requires a turnaround for their snowplows. In this case the turnaround is privately maintained, we will take care of the snow removal, etc.
- Stan Katz - Does the Town do the round turnarounds because those are a superior way for ending a street?
- Joe Maglicic - No. They just don't like to back their snowplows up.
- Dan Gietzen - It is hard to back up a snowplow on a repetitive basis. Since it is a privately maintained road they will be using smaller trucks. It meets the Fire Districts requirements for access. The Town has miles and miles of road to maintain and backing snowplows up is time consuming and dangerous.
- Stan Katz - Am a fan of turnarounds, because I like the idea of not having to back up.
- Joe Maglicic - This is a smaller traffic flow area, if it were to have heavier traffic a turnaround would be considered.
- Bobby Craig - Arapahoe Architects, representing the Applicant. Explained the different types of units for this project. More unique, more diverse project. Review layout and architectural features.

PUBLIC COMMENT:

None.

CLOSED PUBLIC COMMENT.

COMMISSIONER COMMENTS:

None.

JOANNE NADALIN MADE A MOTION TO RECOMMEND APPROVAL OF THE FINAL PLAT AND SITE PLAN FOR ANGLER MOUNTAIN RANCH LAKESIDE TOWNHOMES, FILING NO. 7.

BRIAN WRAY SECONDED.

MOTION PASSES BY A VOTE OF FOUR TO ZERO (4-0). TOM MCDONALD, DONNA PACETTI AND TANYA SHATTUCK ABSENT.

B. Minor Subdivision and Combined Preliminary/Final Site Plan – Rainbow Run, 820 Blue River Parkway, Lot 11, Silverthorn Subdivision.

Matt Gennett, Planning Manager presented the project. The applicant, Terry Novak, is proposing a phased mixed-use development consisting of eight (8) residential units, six (6) of which will be designed as condominium units in one building and the other two as halves of a duplex structure.

COMMISSIONER QUESTIONS:

- Stan Katz - How many changes have been made since the last time this was before the Town?
- Matt Gennett - None.
- Stan Katz - During the discussion at the last presentation, Planning Commission talked about what this would look like for a person driving down Highway 9. The first thing that a person would see would be the dumpster, the dumpster will be in front of everything. No change was made, we had one Planning Commissioner vote against this project as a site plan review because of that. I didn't vote against it because of that, I assumed, when I looked at this, that something would be done with the dumpster location. See the word "new dumpster enclosure" on the plans, but it is in the exact same place. All of the things surrounding it look exactly the same. Why was nothing done to make this look better from the highway?
- Matt Gennett - The Applicant can address that.
- JoAnne Nadalin - Before the path that is in the back gets improved, will there actually be public access to that somehow or not?
- Matt Gennett - Yes, it will be finished with crusher fines before it gets paved.
- JoAnne Nadalin - How do you get to it?
- Matt Gennett - It's not meant to function independently, it is meant to continue along as properties develop.
- Brian Wray - Don't see a color board.
- Matt Gennett - Will get it from upstairs.
- Brian Wray - Regarding the future site for Building A, if Building A is built, where is the dumpster site going to go? Did Staff give them an alternate location?
- Matt Gennett - The dumpster would have to be relocated, upon approval of Phase 2.
- Brian Wray - Is there a place for that now? Should think ahead if there is a future building.
- Matt Gennett - Could find a better location for the dumpster, when the building is constructed.
- Robert Kieber - Question about the area between the rear setback of 30 feet.
- Matt Gennett - The zoning code speaks to having different heights for the building depending on where it sits in relation to the Blue River, which is why the wording is as it is. Referring to page 1, of the Staff report this speaks to height. The River Front Mixed Use zone district has three separate building height requirements, which is confusing. It will be something that Staff takes a look at when Staff amends the zoning. The first 20 feet of the property from the front property line has the 25 foot requirement. There are no designs right now for Building A, so that is irrelevant. Number 2 the area between the rear setback and 35 feet from the upper bank of the Blue River allowed is 15 feet maximum, the Applicant is proposing 13.5 feet, and then all other areas as you move along, have the 35 foot maximum. So Building B comes in at 31.6 feet, and Building C comes in at 33.8 feet.
- Brian Wray - How did that kind of verbiage get approved?
- Matt Gennett - Would have to refer back to the minutes of when that was approved.
- Robert Kieber - Thought somewhere in this zoning district there is a requirement to have access from the highway to the river?
- Matt Gennett - That is referring more to the visual access wording, so that you can see that there is space between buildings and properties where you have a visual penetration to the Blue River.
- Robert Kieber - The building that is closest to the Blue River, how close are they to the property lines on the north and the south sides?
- Matt Gennett - 6'8" and about 7.

APPLICANT COMMENTS:

- Terry Novak - Applicant, Rainbow Run. Reviewed the project. Addressed the concerns regarding the dumpster location. It is dependent upon whether this is going to be mixed used or all residential. Requested approval.
- Brain Wray - Why wouldn't you put the dumpster in a more acceptable location in the first place then?
- Terry Novak - At this point, it is about utilizing space. Fine project, want to utilize the Blue River as much as possible for the units. Explained the layout of the units and the connection of the path.
- JoAnne Nadalin - Agree about the comments regarding the dumpster being seen from Highway 9, terribly visually unappealing. The west elevation on Building B, the duplex building, it is really plain. In terms of visual interest and consistency with the Comprehensive Plan, and visual interest from the highway, seems like there needs to be more landscaping on that side of the building, or something. It is really just a flat façade.
- Terry Novak - It's really not, showed the Planning Commission the elevations.
- JoAnne Nadalin - Comparing it to the other parts of the building and saying, that, if this is what you are looking at from the highway, it's not as interesting as what I would call the front of the buildings.
- Terry Novak - From the elevations, you cannot get a feeling or flavor of the buildings.
- JoAnne Nadalin - Will there ever be access from the traffic light, and if so where will that come through?
- Terry Novak - Right now the neighbors said they don't want access through there.
- JoAnne Nadalin - Retreat on the Blue?
- Terry Novak - That is my understanding. If that is the case, we may never have access with a stoplight it is an expensive situation as well. Made a lot of sense, spent a lot of money designing that to work, no one wants to contribute to it. If there isn't a stoplight, there will be one CDOT access, and we'll have to deal with it. Especially now that there is a strong likelihood that commercial will not be built.
- Stan Katz - Same question, is there any way that something can be done about the dumpster?
- Terry Novak - Can move it in front of the three parking spaces and put a roof on it.
- Robert Kieber - Dumpsters have to be enclosed.
- Terry Novak - It will be. So yes, Stan, we can do something with that.
- Stan Katz - If Planning Commission approves this as a Final Site Plan, what is the process for doing that after a Final Site Plan has been reviewed.
- Matt Gennett - Planning Commission can recommend approval with an additional condition that the dumpster enclosure be moved.
- Robert Kieber - The condition will be that the Applicant will work with Staff.
- Stan Katz - Asked Terry Novak if he would have any objection to having that added as an additional condition.
- Terry Novak - No, that's fine.
- Robert Kieber - If Planning Commission and Town Council make the changes from River Front Mixed Use to strictly residential, would you anticipate that you'll come back and build additional residential along the highway where it is now designated as commercial?
- Terry Novak - Yes. Would envision a smaller building, those would be rental units.

PUBLIC COMMENT:

None.

CLOSED PUBLIC COMMENT.

COMMISSIONER COMMENTS:

- Brian Wray - Likes the architecture, the colors, it is a difficult site, looks like a good project.
- JoAnne Nadalin - Only dislike is the dumpster right on the highway.
- Stan Katz - Intend to put a condition on this about the dumpster relocation. Visually very unappealing, if we'd had a 3D rendering of what this would look like from the west looking towards the east, I think you would see it and it would really jar your senses.
- Robert Kieber - Difficult site, feels it will end up fully residential. Personally, would like to see more space between the property lines because the visual aspect as your zipping down the highway. But, you're probably not going to see the Blue River anyway. Feels that the Town screwed up when the development to the north was allowed go in the way it did. With the additional condition that Stan is proposing, would be in support of the project.

STAN KATZ MADE A MOTION TO RECOMMEND APPROVAL OF THE RAINBOW RUN MINOR SUBDIVISION AND FINAL SITE PLAN WITH THE FOLLOWING STAFF RECOMMENDED CONDITION AND ADDING AN ADDITIONAL CONDITION NUMBER 2:

1. A cash deposit based on a qualified estimate of the cost to pave the segment of the multi-use trail crossing the applicant's property will be provided to the Town upon Final Site Plan approval by Town Council.
2. A more suitable and less visible location for the proposed dumpster enclosure be found and depicted on a revised site plan submitted to and access by Staff prior to building permit application.

JOANNE NADALIN SECONDED

MOTION PASSES BY A VOTE OF FOUR TO ZERO (4-0). TOM MCDONALD, DONNA PACETTI AND TANYA SHATTUCK ABSENT.

6. ACTION ITEMS:

C. Site Plan Modification – Way to Grow, 265 Brian Avenue, Lot 1 and Lot 8, Block 1, Enterprise Park Subdivision.

Matt Gennett, Planning Manager, presented the project. The applicant is requesting approval of a Site Plan Modification which includes location of a 28' x 7' compressed gas storage tank onsite, parking lot improvements, and an existing modification to the entry of the commercial space.

COMMISSIONER QUESTIONS:

- Stan Katz - The Town Engineer and the Planning Staff talks about the fence as screening visually from the street. The Fire Department talks about it as being a security requirement. Is there any conflict between what is planned here, in terms of the ability of it to be secure as well as visually screened?
- Matt Gennett - Believe it is secure. Comment number two by Steve Skulski from the Fire Department, Exhibit B: Storage tank shall be located in a secure area. I believe it is a secure area, I will let the property owner or representative address that question.
- Stan Katz - It is one thing to shield it from view, it is another to have to be of such a nature that someone isn't going to come in at 3 o'clock in the morning and tap the tank.
- JoAnne Nadalin - Regarding Exhibit C, it shows something around the CO2 tank, which would look to be a fence because it has a service gate. Is that a chain link fence around the tank itself?

Matt Gennett - Believe so, will let the representatives from General Air address that.
JoAnne Nadalin - Drove by the site, the fence that is there, which is the visual barrier is that six feet, five feet tall?
Matt Gennett - Would estimate between six and eight feet tall.

APPLICANT COMMENTS:

Tyson Kent - General Air representative. Regarding the service gate on the front of this tank. There is a tank enclosure that encloses the refrigerant unit, the ac unit and the heater unit, and the plumbing involved with that.

JoAnne Nadalin - What are the lines outside with the little dots? Took that to be a fence.
Tyson Kent - It is a skid mounted tank, that drawing shows the footprint of the skid mount, the tank is wider than that.

JoAnne Nadalin - So the answer to my direct question of: Is there a chain link fence around the tank, is no?
Tyson Kent - No, there isn't

Stan Katz - How do you deal with the security issue?
Tyson Kent - With the secured fence around the property.
Stan Katz - What makes this particular fence secure, what is the fence made of or going to be made of?
Tyson Kent - It is a fiberglass hull, that is part of the tank. It covers up the tank itself.
JoAnne Nadalin - Stan's question is about the fence around the property.
Stan Katz - My question is about addressing the Fire Department's requirement that the tank be put in a secure location. Not getting any read that this fence is particularly secure.

Robert Kieber - So, General Air is the installer, who is the building owner?
Mark Dwyer - Owner of 265 Brian Avenue. The fence is approximately six feet tall, wood fence surrounding the perimeter of the storage yard. Gates on each end, which are locked, should provide a secure location. Don't know if further security is needed because of the encasement on the CO2 tank itself.

Stan Katz - Any plans at all for security camera(s) at the gate.
Jim Blaha - President, Way to Grow. Have installed security cameras inside and outside of the building. Have the entire periphery of the building under surveillance at all times. Alarm system in the building, it is tied to the internet so that notification will be almost immediate in the event of a break in or damage. When it gets down to the security of the tank itself, we have three of these located in Colorado on the Front Range. General Air is responsible and owns all three of those systems. Way to Grow rents them, General Air maintains them and has cyrotechs, they run the preventative maintenance on a regular basis, it is their business to handle CO2 or nitrogen or any other kind of chemicals that they've got in tanks and that is why we are partnering with them. Moving the tank located on Brian and Warren across the street to this location. Transplant of an existing system. All of the requirements of the existing system are moving over to the new system. The tank is bigger which is prompting the move. Instead of having two locations servicing the same businesses, it was decided to put in a larger tank. It has been an existing business with General Air for almost two years up here.

Robert Kieber - How does this compare to the Ferrell propane storage tank in Frisco that you see on Highway 9 and Main Street?
Scott Felhower - Representing General Air service. Confirm what Jim Blaha has mentioned, already have a tank and fill facility across the street that is being relocated. The Ferrell tank is probably much larger and higher in elevation. That tank is visual from the road. The tank will about be below the fence line. Regarding the security, have similar requirements in

Colorado Springs. It can mean fencing around the tank or that the property is secured with a minimum six foot chain link fence, that is their definition a security fence, whether it is chain link or privacy fence, it has to be something that is lockable and there is no direct access. Several of these tanks in the state, have been operating this facility in Silverthorne for the last couple of years.

- Robert Kieber - Trucks will come and fill the tank, how is the attachment to the building?
Not understanding.
- Scott Felhower - There will be the bulk CO2 tank outside, the outside tank will be plumbed to the inside to a fill station, which is scaled and monitored. Twenty pound cylinders will be filled off of the outside tank. The General Air truck will also draw off of the outside tank to make deliveries to our customers.
- Robert Kieber - So truck will come in directly to the tank, or will it be directly on the building.
- Scott Felhower - The transport truck comes to the bulk tank, fills the truck tank, and then makes deliveries to our customers.
- Brian Wray - Who do you make deliveries to?
- Scott Felhower - As I said, breweries, restaurants and some grow facilities.
- JoAnne Nadalin - How tall is the tank?
- Scott Felhower - Approximately seven or eight feet tall.
- JoAnne Nadalin - Somewhere in the standards there is a requirement that storage be screened by something a foot higher. So how does a six foot fence and a seven or eight foot tank fit into that requirement?
- Matt Gennett - Staff looked at this by standing back from a six foot fence and being able to see over the fence, believe that there are a few things over there already that are well over six feet. Planning Commission needs to be comfortable with the height of the existing fence, which I estimated between six and eight feet tall, probably is closer to seven feet in height. Believe the standard that JoAnne Nadalin is referring to 3.8: Utilize appropriate screening to mitigate the visual impact. If that is not seen as appropriate, Staff can ask the Applicant to add to the height of the fence. Given the uses in the immediate area. Staff considered that as well. Waste Management is on one side, Cook's Welding on the other side, they both have stuff sticking out over the fence. Depending on the threshold there, if this triggers something, we can ask the Applicant to increase the height of the fence.
- Robert Kieber - The CO2 is solely for retail?
- Matt Gennett - Yes, the CO2 is retail for Way to Grow, the customers that General Air will be servicing will also be considered retail.
- Scott Felhower - Yes, retail sales.
- Robert Kieber - All retail, not for use inside the building?
- Scott Felhower - No.

PUBLIC COMMENT:

None.

CLOSED PUBLIC COMMENT.

COMMISSIONER COMMENTS:

- Stan Katz - Concerned about the security, but it has been answered, outside of that don't have any other issues.
- JoAnne Nadalin - As long as the Fire Department is okay with the security, I'm okay with the security.

Brian Wray - Good with it as long as it's shielded. Don't seem to have all of the measurements in front of us. Considering the neighborhood, sure that they will do a good job installing it and making it work.

JOANNE NADALIN MADE A MOTION TO RECOMMEND APPROVAL OF THE SITE PLAN MODIFICATION FOR WAY TO GROW WITH THE FOLLOWING STAFF RECOMMENDED CONDITION:

1. The comments of the Town Engineer (Exhibit A) regarding the driveway widths must be adhered to and verified by staff prior to application for a building permit to install the proposed CO2 tank.

STAN KATZ SECONDED.

MOTION PASSES BY A VOTE OF FOUR TO ZERO (4-0). TOM MCDONALD, DONNA PACETTI AND TANYA SHATTUCK ABSENT.

7. OTHER ITEMS:

None

8. ADJOURNMENT:

BRIAN WRAY MADE A MOTION TO ADJOURN AT 7:22 P.M.

STAN KATZ SECONDED.

MOTION PASSES BY A VOTE OF FOUR TO ZERO (4-0). TOM MCDONALD, DONNA PACETTI AND TANYA SHATTUCK WERE ABSENT

Submitted for approval by:

Approved this of 19th day of May, 2015.

Melody Hillis,
Planning Commission Secretary

Robert Kieber, Chairman

These minutes are only a summary of the proceedings of the meeting. They are not intended to be comprehensive or to include each statement, person speaking or to portray with complete accuracy. The most accurate maintained in the office of the Planning Commission Secretary.

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Town of Silverthorne Economic Development Advisory Committee Meeting Minutes Tuesday, May 5, 2015

1. Lunch – 11:45 a.m.

2. Call to Order – 12:05 noon

In attendance: Eddie O'Brien, Warren Buettner, Jayne Esser, Marc Hogan, Seth Lyons, Mike Shambarger, Colleen Meheen, Les Boeckel, Council Members: Bruce Butler, Ann-Marie Sandquist, Russ Camp. Staff Members: Ryan Hyland, Mark Leidal, Donna Braun, Susan Lee, Joanne Cook, Susan Schulman. Guests Linda Hrycaj and Nick Dua from Keystone Symposia

3. Approval of Minutes from March 3, 2015

Seth Lyons made a motion to approve the minutes, Les Boeckel second. Motion approved.

4. Keystone Symposia Partnership Opportunity - Linda Hrycaj and Nick Dua from Keystone Symposia introduced the Keystone Symposia and gave a background of the organization. Keystone Symposia is based in Silverthorne and presents worldwide on scientific topics from Diabetes, Aids and Cancer research to plant biology and water issues. The Symposia is looking for a group to partner with them on several annual events, including marketing and promotion. The Symposia has reached out to SCTV to discuss the opportunity of filming a Ted Talk type of event locally and broadcast internationally. Currently the Symposia has run meetings in Summit County, throughout the US and Canada, several northern European locations, Beijing and Singapore. EDAC was receptive to working with the Keystone Symposia to consider the opportunity. Directors present thought the partnership could possibly meld with the Town's upcoming Art & Culture Strategic Plan. Staff will continue to pursue the partnership and involve EDAC for implementation.

5. 2015 Business Grant Program: Eddie O'Brien presented the Executive Committee's 2015 selected recipients. Ten organizations applied for a 2015 Business Grant and six organizations are being recommended to Town Council to receive funding. Town Council will take formal action at the May 13 Council meeting. Applicants will be notified by May 15, 2015 of award decisions.

6. Town Core Conceptual Street Template for Parking and Sidewalks – Susan Lee and Mark Leidal presented concepts for on street parking, sidewalks and bike lanes in the Town Core. SPORT Committee has given input to the concepts presented. Comments from EDAC and Planning Commission will be heard and reviewed before presenting to Council. The Community Development Department wants to make sure the Town is thinking long term. On street parking adds 400 -500 parking spaces in Town Core, and sidewalks provide enhanced pedestrian connectivity. SPORT Committee's focus was ensuring that bicycles are considered. EDAC discussion, related to future thinking and planning, is that proposed bike lanes on Brian Avenue are for bikers bypassing the Town, avoiding traffic etc. EDAC discussion that bike lanes should be on Highway 9 because we need to look forward to what people will want to be doing in the new Town Core: shopping, eating, going to events etc.

7. Art & Culture Strategic Plan Update: Joanne Cook reported that 8 proposals for the Art & Culture Strategic Plan were received and 4 organizations will be interviewed on Wednesday, May 6, 2015. Joanne is looking for an EDAC member to join the Art Committee, starting in June and will include approximately four meetings throughout the summer. Creating the Art & Culture Strategic Plan will include a public process so the plan matches what art and culture means to the Silverthorne community.

8. 2015 EDAC Goal Updates

LDTTC – Reaction to the announcement that the LDTTC is coming to Silverthorne was extremely positive. Council will be presented with the design and build contract at the May 13, 2015 Council meeting. 5 teams interviewed were interviewed. LDTTC is in the process of private fundraising. June 18 event at the Pavilion will include announcements to patrons about the LDTTC's upcoming season and new theatre in Silverthorne.

Retail Subcommittee – The committee will be receiving information in within the next few weeks which will help drive focus about soliciting new retailers to the Town of Silverthorne.

Dillon Joint Marketing – Warren updated EDAC on positive discussions with Dillon as well as meetings related to digital marketing, which are on-going.

Art In Public Places – Public Art in Silverthorne will be addressed as part of the Art & Culture Strategic Plan.

ICSC Mountain Region Event – Unfortunately the 2015 event will be held in the Town of Black Hawk.

Development Requirements/Competitiveness Review – Community Development Department staff will take on this project prior to the end of the year.

9. EDAC Updates

Music Event – Eddie O'Brien presented a large music event that could be held in Silverthorne. Agreement that organizer will be contacted.

Construction Defect Law Reform Fails – A sub-committee will be formed to build a strategy and form a coalition with the larger front range cities and have something for Council to review. Sub-committee members include Eddie O'Brien, Les Boeckel, Marc Hogan, and Michael Shambarger.

10. Staff Updates

Donna Braun presented the top 10 producing sales tax vendors from 2004 – 2014.

10. Adjourn – 1:55 p.m.

12. Next Regular EDAC Meeting Dates: Tuesday, July 7, 2015; Tuesday, September 1, 2015; and Tuesday, November 3, 2015 at 11:45 a.m.

MINUTES OF SPORT COMMITTEE
April 16, 2015

REMINDER: ANGLER MTN OPEN SPACE WALK-THROUGH PRIOR TO MAY MEETING. MEET AT ANGLER TRAILHEAD AT 5:00PM

I. PROCEDURES

1. Attendance: Russ Camp, Frank Gutmann, Don Hansen, Don Langmuir, Bob Mayerle, Marilyn Raymond, Marty Richardson, Kathy Swanson, John Taylor, Pat Taylor
2. Staff: Joanne Cook, Liz Hodson, Susan Lee
Absent: Tom Dopplick, Mary Kay Rachwalski, Kathy Swanson
Guests:
3. Don Hansen opened the meeting at 6:04 p.m. in the Schmidt Room at Town Hall.
4. Previous minutes: Motion to approve by John Taylor, second by Don Langmuir.

II: PRESENTATIONS

III: PLANNING DEVELOPMENT PROJECTS

1. Rainbow Run

-Out for referral, this property is south of The Retreat and west of Annie Road. There are 6 residential units and future space for possible commercial on Hwy 9 side. SPORT's concerns include available access to the river, complete the trail, 10' paved surface, to match existing BRT; and sidewalks on Hwy 9.

2. Town Core Street Template.

-The focus of the 2014 Comprehensive Plan Update was centered around a vision for a vibrant, compact, multi-use, downtown environment focused on pedestrian accessibility and activity. Street enhancements are a key component in fostering the growth of this type of downtown core. The Town Core on-street parking template was created in order to take a closer look at what type of streetscape scenarios might fit within our existing right-of-way and road network. Most Town ROWs in the Town Core District are 60' in width. In this space we've shown two drive lanes of 11'-12' each with parallel on-street parking, curb, gutter and sidewalk along both sides of the road. In the case of 3rd Street where there is a 100' ROW a diagonal parking configuration is shown. Another idea expressed in the Comp Plan is the concept of a mid-block alley for service and delivery access, freeing up the façade for a more pedestrian friendly environment. This concept is shown throughout the middle of the blocks between Adams and Hwy 9 where there is an existing water line and utility easement. Along Brian are dual bike lanes intended more for bike traffic moving through Town as opposed to within it. Rainbow Drive is the eastern most road in the Town Core District. Rainbow Drive presents a unique opportunity for a trial of on-street parking because of the existing, wide road profile. The scenario shown for Rainbow Drive is simply restriping the road for parking and shifting the centerline as needed. The on-street parking concept shown allows for the creation of somewhere between 400 and 500 on-street parking spaces. We're seeking SPORT's feedback on these concepts in order to guide and shape this design as we move forward.

IV: OLD BUSINESS

1. River's Edge Plaza signs
 - Main sign is close to completion and will be installed in the spring.
2. Wildfire Council grant program
 - Dan Schroeder, SCWFC, said it was feasible to get a grant to mitigate on town-owned land. Pa, Bill, John and Susan said that the Willow Creek Trailhead as well as the upper bench of Smith Ranch is loaded with dead wood. They feel Smith Ranch is the more critical area to take care of. Directors have given their blessing to pursue grant options.

V: NEW BUSINESS:

1. Updates from 2015 Goals Action list: Joanne handed out a spreadsheet of actions to be completed:
 - a. Osprey Walk
 - i. In progress
 - b. Bicycle Friendly Community
 - i. In progress
 - c. Trent, Angler & Arctic Placer Master Plans
 - i. Interviewing firms 4/29/15 9am-5pm
 - d. Rainbow Park Tennis, Basketball, and Pickleball courts
 - i. Under construction
 - e. Rainbow Drive parking
 - i. In-progress
 - f. North Pond Park
 - i. Tabled for 2015
 - g. Raven Golf Course
 - i. Joanne will follow up from previous meeting with the Raven
 - h. Open Space Inventory
 - i. In-progress
 - i. Willow Grove
 - i. No update
 - j. Ptarmigan Trail
 - i. In progress, Don H was added to committee list
 - k. Salt Lick Trails
 - i. No update
 - l. Website information
 - i. No update
 - m. Bird Watching
 - i. In progress
 - n. Sidewalk Network
 - i. Susan updated in III 2.
 - o. Open Space Land Acquisitions
 - i. No update
 - p. Blur River Trail Public Access
 - i. No update
 - q. Blue River Trail Segment 6
 - i. FEMA is open to remapping
 - r. Events

- i. Clean up day 5/16, Frank is lead
- ii. Make a Difference Day – Date TBD

OTHER:

Motion to adjourn 7:50 pm by Pat Taylor, second by Don Langmuir
Next Meeting: May 21, 2015 - 6:00 p.m.

DRAFT

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