

**SILVERTHORNE TOWN COUNCIL MEETING  
AGENDA FOR JULY 22, 2015- 6:00 PM**



- I. CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA**
- II. PLEDGE OF ALLEGIANCE**
- III. STAFF COMMENTS ..... 1**
- IV. COUNCIL COMMENTS**
  - A. Planning Commission Recognition
- V. CITIZENS' COMMENTS\***
- VI. CONSENT CALENDAR**
  - A. Town Council Meeting Minutes, July 8, 2015..... 9
  - B. Special Meeting Minutes, July 7, 2015..... 17
  - C. Resolution 2015-15, a Resolution authorizing the Town to purchase a 2015 International Haul Truck ..... 19
  - D. Resolution 2015-16, a Resolution Approving a 3 year extension to the existing lease with the USFS..... 21
  - E. Acceptance for Facilities Easement for River's Edge Condominiums ..... 25
  - F. Replat – Lot 6, Willow Creek Highlands, Filing No. 4..... 31
- VII. PUBLIC HEARINGS**
  - A. Conditional Use Permit – Ales Cerny and Jan Tolar, 353 County Road 2020, Lot 7, Ptarmigan Trail Estates Subdivision #2 ..... 33
- VIII. ACTION ITEMS**
  - A. Site Improvements Agreement for River's Edge Condominiums – Lot 8R Riverview Subdivision, Filing No. 2..... 41
  - B. Agreement with the Summit Housing Development Corporation for a Housing Buy Down Program ..... 59
  - C. Agreement with the Summit Housing Development Corporation for Property Management Services Associated with the Housing Buy Down Program..... 73
- IX. DISCUSSION ITEMS**
- X. EXECUTIVE SESSION**  
Executive Session pursuant to Charter section 4.13(c) and CRS 24-6-402(4)(e) to Instruct Negotiators on Economic Development in the Town of Silverthorne.
- XI. INFORMATIONAL**
  - A. EDAC Meeting Minutes, July 7, 2015 ..... 83
  - B. Planning Commission Meeting Minutes, July 14, 2015..... 85
  - C. May 2015 Sales Tax Review..... 89

**XII. 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:**

**CANCELLED**

**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.*

AUGUST 11                      OPEN

AUGUST 25                      OPEN

SEPTEMBER 8                      OPEN

SEPTEMBER 22                      BUDGET - 2016

**FUTURE WORK SESSION DISCUSSION ITEMS:**

MARIJUANA REGULATIONS  
HISTORIC SOCIETY

# July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
		EDAC Meeting			TOS Holiday for Independence Day	Rec Center Closed—Independence Day
		Work Session	Council Meeting		Slide N Slip—Rainbow Park	
12	13	14	15	16	17	18
		Trail to Trail Walk & Hike	Court		Payroll	
		Planning Commission		SPORT Meeting		
19	20	21	22	23	24	25
		Girl Power—Pavilion				
		Parks Master Plan				
		Public Meeting—Rec Center				
		Work Session	Council Meeting		Payroll	
26	27	28	29	30	31	
		Yoga Basics—Pavilion				

# August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Osprey Day—North Pond Park Planning Commission	5 Community Picnic— Pavilion 5:30 p.m.	6 Registration Day for Fall Programming	7 Payroll	8
9 Rocky Mountain Triathlon—North Pond Park	10	11 Work Session	12 Council Meeting	13 Just for Boys— Pavilion	14 Payroll	15
16	17	18 Work Session	19 Council Meeting	20	21	22 Pool Party
23	24	25 Planning Commission	26 Court	SPORT Meeting	Payroll	29
Pool Closed for upgrades and maintenance	Rec Center Closed for upgrades and maintenance	Rec Center Closed for upgrades and maintenance	Council Meeting	27	28	
30	31	1 Work Session	2 Council Meeting	3		
Rec Center Closed for upgrades and maintenance						

# September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2	3	4	5
Rec Center Closed for upgrades and maintenance		EDAC			Doo Wop Denny— Pavilion	
		Planning Commission			Payroll	
6	7	8	9	10	11	12
	Rec Center Hours: 10:00 am—6:00 pm					
	TOS Holiday	Work Session	Council Meeting			
13	14	15	16	17	18	19
			Court			
		Planning Commission		SPORT Meeting	Payroll	
20	21	22	23	24	25	26
		Work Session	Council Meeting			
27	28	29	30			

# October 2015

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

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:** July 16, 2015 for Meeting of July 22, 2015  
**SUBJECT:** Staff Comments

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Attached please find the Staff Comments and Updates for the July 22, 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 – July 16, 2015**

**2016 Budget** – We’ve passed the mid-point for fiscal year 2015 and it’s time to prepare for the 2016 budget. The Town conducts a two-budget process where departments and programs spend much time and effort researching and preparing budget worksheets and making budget requests/presentations. The current budget cycle for the two-year budget is 2015 & 2016. The major efforts for the 2015 & 2016 budget cycle was conducted and approved by Council in 2014. The ‘Off-Year’ of the budget, 2015, is spent focusing on long planning and implementation and less on work papers. We’re still required by law and charter to present and approve a budget for fiscal year 2016 even though the 2016 budget has been approved through the budget process in 2014.

We begin the 2016 budget process by looking at where we are, financially, through the first 6-months of 2015 and estimate projections for the last half of the year. We’ll review the existing 2016 budget and look for any changes that are over \$5,000 or any capital projects, programs or personnel additions or deletions. We’ll review revenues as well. With this new information, we’ll bring an adjusted 2016 budget to Council to be reviewed at a September Council work session. The Council will officially vote on the 2016 budget in October and November.

**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’re using the Joint Sewer Authority (JSA) as our BETA site for setting up the time entry process. The JSA employees have been clocking in on the system, assisting with working out issues and giving us feedback. We understand the importance of employees and managers needing to be comfortable with the system and will not be rushing to use this system without full training and understanding. We have a team meeting scheduled every Thursday to help track the process. We’ll also be developing an employee and supervisor guide book. We plan to be using the system with an actual payroll this next week with the JSA payroll.

**Marijuana Excise Tax Rebate** – Per the TABOR Amendment and State law, the Town is required to return excess collected excise tax for taxes collected more than the maximum annual amount stated in the 2013 election question. Even though the Town is exempt from rebating overages in general, the first year is exempt from the normal exemption. The amount of the overage is approximately \$36,000. The best method of rebating the overage is to allow retail marijuana sales to be exempt from the excise tax until the full amount of retail sales has been exempt. The Town has estimated it will take approximately three months of exempt sale. Staff has been working with the local MJ business owner. The

exemption began July 1, 2015 and should be completed by the end of September of 2015. Staff will be receiving monthly reports through August and then week reports until the rebate is completed.

**Affordable Health Care Act Report** -The Patient-Centered Outcomes Research Trust Fund fee is a fee on issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans that helps to fund the Patient-Centered Outcomes Research Institute (PCORI). The institute will assist, through research, patients, clinicians, purchasers and policy-makers, in making informed health decisions by advancing the quality and relevance of evidence-based medicine. The institute will compile and distribute comparative clinical effectiveness research findings. The amount of the PCORI fee, for 2015, is equal to the average number of lives covered during the policy year or plan year multiplied by \$2.08. Issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans are responsible for reporting and paying the PCORI fee. The Town has a partial-insured health plan and is responsible for filing the IRS Form 720 no later than July 31<sup>st</sup>. The Town had an average cover life count of 191.

**Annual Town Picnic** – The annual Town Picnic is scheduled for Wednesday August 5<sup>th</sup> at the Town Pavilion. FREE hamburgers, hot dogs, sides and ice cream. Come visit with your friends and neighbors and meet someone new! The picnic starts at 5:30PM.

### **Public Safety – July 16, 2015**

**Incidents** – On 07-05-15 Officer Quintana was dispatched to a disturbance at a gas station in town. Upon his arrival he spoke to the husband of the clerk, who helps her out around the store at night. Earlier a couple of guys showed up at the store and were acting like jerks. The clerk asked her husband to escort them out of the store. They continued to be jerks and followed the clerk's husband into the parking lot. He felt outnumbered and got a baseball bat from his vehicle, which did not intimidate the men into leaving. Push came to shove and the clerk's husband punched one of the men in the face thus ending the standoff. Nobody was summonsed since all the parties involved declined to pursue charges. Everybody was given a lecture on how to behave like adults and were released to their own recognizance.

On 07-07-15 Officer Coker was dispatched to a hit and run vehicle accident at the Wendy's parking lot. Officer Coker made contact with the victim who said his vehicle was parked when another vehicle, towing a trailer, hit the open door of his parked car. They chased the driver down and spoke with her concerning the accident. She denied everything and quickly drove away. Officer Coker obtained a description of the driver, the occupant, and the vehicle, which had fled the scene. A short time later the vehicle was discovered at a Frisco hotel and the driver was contacted. The driver pretended to have been asleep, denied ever being in Silverthorne, and would not cooperate with the investigation. During the investigation it was determined the driver had given false vehicle information to the front desk clerk, who verified they had just arrived, and it was found the hood of the vehicle was still warm showing it had recently been driven. With all the information gathered the probable cause burden was met and the driver was criminally charged for her actions.

On 07-13-15 at 7:15 in the morning, Officer Tarnoff was dispatched to Pizza Hut for an unknown medical. When he arrived along with Chief Hanschmidt, they found a vehicle stopped on Stevens Way at the entrance to Pizza Hut. The woman driver was slumped over the wheel and acting confused and unable to speak. Fire and EMS arrived and we assisted getting her out of her car which was still running and had been in gear. We immediately noticed a strong odor of an alcoholic beverage on her breath. She was transported to the hospital and issued a summons for DUI.

In addition to the above, officers assisted with the funeral arrangements and precession for the Flight for Life pilot. We also 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.

**Feedback from the community** – A citizen in town wanted to thank us for our ride-along program and for taking the time to mentor her two 15-year-old twins. She was impressed by our willingness to help out with their desire to become law-enforcement officers.

**Department Training** – Sergeant Higby and Detective Barger attended a conference for the DARE program. This conference covered what's new with the program and the latest techniques for presenting the information. Sergeant Higby, Detective Barger, and Officer Siderfin attended a skills enhancing class for hostage negotiations. These skills serve well in the event of a hostage situation, but also for any situation where somebody is barricaded, such as what occurred a few months ago in Frisco.

**Staffing**– The department is down one officer and one sergeant. We are still awaiting the results from the psychological and polygraph tests for two of our candidates. Once we receive the information the decision will be made on who will be going forward in the process. The sergeant position will remain vacant until the officer position is filled.

## **Public Works – July 16, 2015**

**Streets** – We are extremely busy getting ready for the Cutler Repaving work later this month. Cutler is currently working in Summit Cove, then here in Silverthorne for three weeks in late July/early August. All milling necessary prior to the Cutler work is complete.

**Parks** – We are now into our heavy maintenance mode with mowing, irrigation systems, and flower maintenance. Weather (rain) continues to wreak havoc with our mowing schedules. We are also now cleaning all park and open space bathrooms twice daily, 7 days per week.

**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.

**Rainbow Tennis and Basketball** – The new courts are open, and we will be re-surfacing Trent next. We are still completing some sidewalk work and landscaping near the newly constructed courts.

**JSA** – We are nearing completion of the Nutrient Removal project at the plant. This is Mike Bittner's final month on staff there. He will be sorely missed.

**Buildings** – Buildings staff is busy getting ready for the extended shutdown starting next month. Lots of prep work is underway in anticipation of the major projects including the new boilers, the new pool pak, and the new carpet and tile work, along with all the normal pool projects that occur every year during shutdown.

### **Community Development Department – July 16, 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.

**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 has completed the Riverfront Standards and zoning revisions. The next district will be the Town Core Periphery.

**South Maryland Creek Ranch** – Town Council approved the Major PUD Amendment for South Maryland Creek Ranch.

**Recruitment** – The Community Development Department has hired Greg Roy as the Planner I/Community Service Officer. Greg started on June 3 and we are excited to have him as part of the team.

**Lake Dillon Theatre Company (LDTC)** – The design charrettes for the new theatre project were held on May 20 and 28 with the team of Shaw/Semple Brown/Mary Hart. Tours of like facilities were held on June 12.

**Arctic Placer Park, Trent Park, Angler Mountain Open Space** – DHM Design will be designing the master plans for these parks. The Arctic Placer Open house was held on June 3 and was very well attended. The Trent Open House was held on June 11 and Angler Mountain Open Space was held on June 16.

**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):

- Foxfield Townhomes – PUD/Site Plan
- Angry James Brewery – Subdivision and Site Plan
- Angler Mountain Ranch Filing No. 3 – Third Amendment
- Marshall's – Site Plan Modification

## **Recreation and Culture – July 16, 2015**

**Recreation Center** – The Arts and Culture Strategic Plan project is underway. The first Art Advocate meeting was held on Tuesday, July 14<sup>th</sup> at the Pavilion and was well attended by a varied cross section of community leaders. Representatives were present from both small and large businesses, Summit Historical Society, Summit County Chamber, Summit County Arts Council, Summit Music and Arts, Keystone Center, Lake Dillon Theatre Company, The Summit Foundation, the Dillon Valley Folklorico Group, HOA's, artists, and supporting residents. Janesse Brewer, the project consultant, and her team presented a broad overview of the project and conducted a walk-a-bout to the Town Core, the Theatre site, and the festival bridge site. The meeting was engaging and allowed Janesse and her team to collect preliminary information that will guide public outreach over the next months.

Summer programming is in full swing in the Recreation Department with youth camps occurring daily as well as regular visits from other Summit County groups such as Frisco Fun Club and Keystone Science School. The Recreation Center is also hosting the Summit County Swim Team's practices in July, because their usual facility, the Summit High School pool, is closed for maintenance. Free, or very low cost, community events are also a summer highlight. In the past two weeks we have offered our second Slide N Slip in Rainbow Park and the Trail to Trail Walk and Hike. Upcoming events include Girl Power, Yoga Basics at the Pavilion, and the Osprey Walk.

Furthermore, Rainbow Park is the center of activity for several upcoming events. Trilogy Enterprises is holding a skateboard competition, Silverthorne Community Skate Day on July 25, Adventure Cycling Association participants are camping in Rainbow Park on August 1 and 2, Volleyball of the Rockies is hosting the Putterhead Volleyball Tournament in Breckenridge with one of the divisions being held at Rainbow Park's Sand Volleyball Courts August 7-9, and the Silverthorne King and Queen of the Beach Tournament is on August 15 and 16.

A five-visit punch pass was donated to the LAPS K94K. The value of the pass is \$60.

**SPORT** – SPORT Committee members Kathy Swanson and Tom Dopplick are working with Sports and Athletics Coordinator, Mindy Nicholds, to plan a grand opening for the Rainbow Park tennis, basketball, and pickleball courts project. The event will be held on Wednesday, August 12. More details to come.

Don Hansen and Bob Mayerle are working with staff members Nancy Bomgardner and Liz

Hodson to finalize details for the first annual Osprey Walk. This event will be held on August 4 at North Pond Park.

Susan Lee, Planner, is working with DHM to finalize the new master plans for Artic Placer, Trent Park, and Angler Mountain Park. DHM's draft plans will be reviewed by SPORT at their July meeting.

**Pavilion** – Farmer's Markets continue at the Pavilion with steady growth each week. Our goal is to provide a robust market with a wide selection of handmade or locally grown products. The markets are held in the parking lot of the Pavilion every Tuesday.

### **Upcoming Pavilion Events**

July 16	Wedding
July 17	Wedding
July 18	Wedding
July 19	Wedding
July 20	Wedding
July 21	Yoga Girl Power Farmers Market
July 22	Chamber Board Meeting
July 23	Yoga Rehearsal Dinner
July 24	Wedding
July 25	Wedding
July 26	Quinceanera
July 28	Yoga Farmer Market
July 29	Edward Jones
July 30	Yoga
July 31	Wedding
Aug 1	Wedding
Aug 2	Wedding

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Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
**FROM:** Susan Schulman, Executive Assistant to the Town Manager *SS*  
**DATE:** July 16, 2015  
**SUBJECT:** Town Council Meeting Minutes from July 8, 2015

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SUMMARY: Staff asks the Town Council to approve the Town Council Meeting Minutes from July 8, 2015

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

PROPOSED MOTION: Included in the Consent Calendar motion

ATTACHMENTS:  
July 8, 2015 Meeting Minutes

MANAGER'S COMMENTS:

**SILVERTHORNE TOWN COUNCIL**  
**Meeting Minutes**  
**Wednesday, July 8, 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, Stuart Richardson, JoAnne Nadalin and Ann-Marie Sandquist. Staff members present were Town Manager Ryan Hyland, Police Chief Mark Hanschmidt, Administrative Services Director Donna Braun, Recreation Director Joanne Cook, Public Works Director Bill Linfield, Assistant Town Manager Mark Leidal, Senior Planner Lina Lesmes, Planning Manager Matt Gennett, Town Attorney Matt Mire and Executive Assistant Susan Schulman.

The Pledge of Allegiance was recited by those present.

**STAFF COMMENTS:**

Cook reported that Slide N Slip will be held at Rainbow Park on Friday, July 10<sup>th</sup>. Proceeds benefit the Rec Center Youth Scholarship Fund.

She also reported that the Trail To Trail hike from Angler Mountain to North Pond Park will take place on Tuesday, July 14<sup>th</sup>. S'mores will be served after the hike. This is an event attended in the past by tourists as well as residents.

SPORT Committee is organizing a grand opening for the tennis and basketball courts after the work is finished.

Finally, she brought to Council's attention that *Fitness Journal* named Summit and Eagle County as the top two most healthy counties in the country.

**COUNCIL COMMENTS:**

NONE.

**CITIZEN COMMENTS:**

Deborah Hague, of Summit County Rotary and the Elks Logde thanked Council for the generous non-profit grant for the weekly Community Dinner held every Tuesday at the Elks Lodge in Silverthorne. The \$2,750 donated by Silverthorne is above and beyond what other Towns give. 8,000 meals have been served so far this year at the Community Dinner, with 20% being for children for children. The organization's 100,000<sup>th</sup> meal will be served in October. The organization is actively fundraising as costs are up due to hiring 2 staff members.

**CONSENT CALENDAR:**

**RICHARDSON MOVED TO APPROVE THE CONSENT CALENDAR INCLUDING THE MINUTES FROM JUNE 24, 2015, RESOLUTION 2015-13; A RESOLUTION AUTHORIZING THE TOWN OF SILVERTHORNE TO PURCHASE A 2015, FREIGHTLINER PLOW TRUCK, RESOLUTION 2015-14; A RESOLUTION APPROVING A LEASE/PURCHASE WITH 1<sup>ST</sup> BANK OF SUMMIT, REPLAT – ANGLER MOUNTAIN RANCH LAKESIDE TOWNHOMES FILING NO. 6 – FIRST AMENDMENT AND COUNCIL COMMITTEE ASSIGNMENTS. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

July 8, 2015

**BOARD OF ADJUSTMENT:**

**A. Hampton Inn Sign Variance – 177 Meraly Way, Lot 3R, Summit Park Commercial Subdivision**

Lina Lesmes, Senior Planner, presented the Hampton Inn Sign Variance, the section of the Code in question is 4-9-17, B10 which does not allow signage to be placed on buildings in the Town of Silverthorne above the 2<sup>nd</sup> story. Hampton Inn would like their sign to be placed on the 5<sup>th</sup> story. There are 8 criteria for variances that need to be met in order for staff to recommend approval of a sign variance. These criteria relate to the business facing exceptional and extraordinary circumstances that would result in an unnecessary hardship if the Code is enforced. In summary, staff finds that none of the criteria are being met, and therefore, staff recommends denial of the variance.

Applicant

Ed Mace, Co-Founder and President of SilverWest Hotels, owner of the project, and Debbie Mace, Project Manager were introduced. Mr. Mace presented on why the property is seeking the sign variance, with the main reasons being 1) other hotels in Silverthorne had variances approved to have signage above the 2<sup>nd</sup> story and 2) the location of the signage is in line with the corporate policy of Hilton Hotels, parent company of the Hampton Inn.

Public Comments or Questions

None.

Council Questions

Fowler – if this is not approved, will there be repercussions from the Hilton Group?

Mace – we don't know yet. We'd have to have some negotiation with Hilton.

Fowler – is the sign location in the same position it was on the preliminary Site Plan you originally submitted?

Mace – Not on the Site Plan, but on the Building Plans.

Fowler – Isn't there a sign review when Building Plans are submitted?

Leidal – Signage is typically a separate process, but we are looking at incorporating signage in to the Site Plan application process.

Council Comments

Long - Council has granted sign variances for other business in the Town of Silverthorne. She feels Council should review the signage Code. She supports approval.

Camp, Nadalin, Richardson, Butler – Agree with Long.

**SANDQUIST MOVED TO APPROVE THE HAMPTON INN SIGN VARIANCE AT 177 MERALY WAY, LOT 3R, SUMMIT PARK COMMERCIAL SUBDIVISION. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**PUBLIC HEARINGS:**

**A. Ordinance 2015-06; an Ordinance Amending Chapter 4, Article IV, Zoning Districts and Standards, 2<sup>nd</sup> Reading**

July 8, 2015

Page 2

Lina Lesmes, Senior Planner, presented Ordinance 2015-06 to Council for consideration. She reviewed her staff memo and recommended approval. The Riverfront Mixed Use Zone District, will be renamed "Riverfront Zone District" and update the standards therein.

Public Comments or Questions

None.

Council Comments or Questions

None.

**CAMP MOVED TO APPROVE ORDINANCE NO. 2015-06, AN ORDINANCE AMENDING CHAPTER, ARTLCIE IV, ZONING DISTRICTS AND STANDARDS, CONCERNING THE RIVERFRONT MIXED USE ZONE DISTRICT AND THE USE SCHEDULE, ON SECOND READING. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**B. Ordinance 2015-07; an Ordinance Amending Chapter 4, Article VI, Section 4-6-2(h), concerning the Design Districts, 2<sup>nd</sup> Reading**

Lina Lesmes, Senior Planner, presented Ordinance 2015-07 to Council for consideration. Ordinance 2015-07 proposes amendments to the Riverfront District Design Standards to update the language and format. She reviewed her staff memo dated 6-18-15 and recommended approval.

Public Comments or Questions

None.

Council Comments or Questions

Sandquist – Nice to get this cleaned up.

**SANDQUIST MOVED TO APPROVE ORDINANCE 2015-07, AN ORDINANCE AMENDING CHAPTER 4, ARTICLE VI, SECTION 4-6-2(h), DESIGN DISTRICTS, TO AMEND AND UPDATE THE RIVERFRONT DISTRICT DESIGN STANDARDS AND GUIDELINES AND ADOPT THEM AS REGULATION, ON SECOND READING. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**C. Ordinance 2015-09, an Ordinance Amending Chapter 2, Article VII, Section 8, to allow on street parking with the Town Core District, 2<sup>nd</sup> Reading**

Mark Leidal, Assistant Town Manager, presented Ordinance 2015-09 for Council's consideration. Ordinance 2015-09 proposes the addition of language to Section 2-7-8 of the Town Code to allow for on street parking in posted and marked spaces within the Town Core District. He reviewed his staff report and requested approval.

Public Comments or Questions

None.

Council Comments

Richardson – still against on street parking on Highway 9.

Sandquist – happy to start with Rainbow Drive.

Long – does not support, feels it will negatively impact businesses and will be costly to repave roads and maintain.

Butler – Appreciates Council comments, feels Council is taking small steps, supports the concept.

Camp – be aware of traffic hazards in Town Core.

**CAMP MOVED TO APPROVE ORDINANCE 2015-09, AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VIII, SECTION 8, TO ALLOW ON STREET PARKING WITHIN THE TOWN CORE DISTRICT, ON SECOND READING. MOTION SECONDED. MOTION PASSED BY COUNCIL 5-1. (LONG NAY)**

**D. Ordinance 2015-10, an Ordinance Approving the Conveyance of Real Property (Public ..Service Company of Colorado Easement Lot 10, Silverthorn Colorado Subdivision), 2<sup>nd</sup> Reading**

Bill Linfield, Public Works Director, presented Ordinance 2015-10 to Council for consideration. This Ordinance grants a non-exclusive easement to Public Service Company of Colorado across a portion of Town owned Lot 10, Silverthorn Subdivision. He reviewed the staff report and recommended approval.

Public Comments or Questions

None.

Council Comments or Questions

Camp – is staff still comfortable that the cost of this project will be within budget.

Linfield – yes.

Sandquist – appreciates that Linfield is cost and time conscious with projects.

**NADALIN MOVED TO APPROVE ORDINANCE NO. 2015-10, AN ORDINANCE APPROVING THE CONVEYANCE OF REAL PROPERTY (PUBLIC SERVICE COMPANY OF COLORADO EASEMENT – LOT 10, SILVERTHORNE COLORADO SUBDIVISION) ON SECOND READING. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**E. Final Site Plan, Replat and Conditional Use Permit – Angry James Brewery, 421 Adams Avenue, Lots 3 and 4 Block H, Silverthorne Colorado Subdivision**

Lina Lesmes, Senior Planner, presented the project. The Applicants, AJ and Darcy Brinkerhoff, Angry James Brewery, LLC, is requesting approval of a Final Site Plan, Replat and a Conditional Use Permit for a “Multi-Family Dwelling Unit” in the C-1 Zone District. Staff recommends approval.

Applicant

AJ and Darcy Brinkerhoff were introduced. They thanked Council and staff for the April 22 approval of the preliminary Site Plan, after the 11 conditions were met.

Council Questions

Camp – will the steps be on Adams Avenue?

Lesmes – yes.

Nadalín – will pedestrians be able to use the sidewalk?

Lesmes – yes, the entire 6 feet of sidewalk will be available to pedestrians.

Richardon – how will wet mash be handled? Will it be stored outside? Staff should keep an eye on this.

Brinkerhoff – a rancher will pick up weekly; it will be stored outside in an enclosed receptacle.

Fowler – will the grain silo be functional?

Brinkerhoff – yes, but not at first, due to cost. At first it will just be signage.

Butler – what is your timeline?

Brinkerhoff – hope to be open in summer of 2016 and in the ground before winter.

Public Comment

Stan Katz, 1876 Peregrine Lane, would like Council to think about parking codes, and the requirement for all businesses to have parking behind their properties.

Council Comment

Richardson – does not find street parking in Dillon or Frisco very attractive.

Sandquist – nice job to AJ and Darcy and staff for revising conditions. Great project, excited for opening.

Butler – good luck and welcome.

**FOWLER MOVED TO APPROVE ANGRY JAMES BREWERY REPLAT, CONDITIONAL USE PERMIT AND FINAL SITE PLAN WITH THE FOLLOWING PLANNING COMMISSION RECOMMENDED CONDITIONS:**

**1. THE CONDITIONAL USE PERMIT IS PERSONAL TO THE APPLICANT, BENDER AND BRINCKERHOFF, LLC, (DBA ANGRY JAMES BREWERY), AND IS NONTRANSFERABLE. SHOULD THE APPLICANT'S OWNERSHIP TERMINATE, THE CUP SHALL EXPIRE.**

**2. THE APPLICANT WILL BE REQUIRED TO CONTRIBUTE THE PROPORTIONATE SHARE OF THE COST OF CONSTRUCTION THE SIDEWALK AND ON-STREET PARKING, INCLUDING CURB AND GUTTER, DIRECTLY IN FRONT OF THE SUBJECT PROPERTY PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.**

**3. A LICENSE AGREEMENT MUST BE APPROVED FOR THE STAIRWAY THAT IS PROPOSED TO BE CONSTRUCTED IN THE ADAMS AVENUE RIGHT-OF-WAY. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**F. Final Plat, SIA and Final Site Plan Approval – The Cabins at Angler Mountain Ranch, Filing No. 4**

Matt Gennett, Planning Manager, presented the project. The Applicant, Tim Crane, Compass Homes Development is requesting approval for a Final Plat and Final Site Plan Approval for eight units. These are the final eight cabin units. Staff recommends approval. Planning Commission approved last week.

Applicant

Crane explained that these cabin units will be of the same architectural features, same materials, and same colors as the other units. He also mentioned that at a recent community meeting, residents were concerned about the proximity of the new units to the existing units. Crane will install small trees or shrubs to buffer.

Bobby Craig of Arapahoe Architects commented that there will be mixture of roof type and which side the garage is placed on, as with the previous cabin units.

Council Comments

Camp commented that Angler Mountain Ranch is a very positive development for Silverthorne.

**RICHARDSON MADE A MOTION TO RECOMMEND APPROVAL OF THE FINAL PLAT AND FINAL SITE PLAN FOR THE CABINS AT ANGLER MOUNTAIN RANCH, FILING NO. 4. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**ACTION ITEMS:**

**A. Revocable License Agreement – Bender and Brinckerhoff, LLC. DBA Angry James Brewery – 421 Adams Avenue**

Lina Lesmes, Senior Planner, presented the Applicant, Bender & Brinckerhoff, LLC's request for a Revocable License Agreement to construct a stairway consisting of two steps on a portion of the Adams Avenue Right-of-Way. The stairway would be in accordance with the Final Site Plan for Angry James Brewery. She reviewed her staff memo and recommended approval.

Council Comments

Butler appreciates staff working with the applicant on this agreement.

**CAMP MOVED TO APPROVE THE REVOCABLE LICENSE AGREEMENT WITH BENDER AND BRINCKERHOFF, LLC. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**B. Revised Pre-Development Agreement for Town of Silverthorne and Lake Dillon Theatre Company Project**

Ryan Hyland, Town Manager, presented the Lake Dillon Theatre Company's (LDTC) Agreement to memorialize current agreement points and acknowledge future agreements points that will be determined at a later date. This Agreement will be signed in conjunction with the contract for Design Services. He reviewed the staff memo and recommended approval.

**SANDQUIST MOVED TO APPROVE THE REVISED PRE-DEVELOPMENT AGREEMENT FOR THE TOWN OF SILVERTHORNE AND LAKE DILLON THEATER COMPANY PROJECT. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**C. Appointment of Planning Commissioners**

Leidal discussed the Appointment of Planning Commissioners; there were no questions or discussion from Council.

**CAMP MOVED TO APPOINT SUSAN BYERS, JENNY GLOUDEMANS AND STAN KATZ TO THE PLANNING COMMISSION WITH TERMS TO EXPIRE IN JULY 2018. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**FOWLER MOVED TO APPOINT JONATHAN KAMINS TO THE PLANNING COMMISSION AS AN ALTERNATE WITH A TERM TO EXPIRE IN JULY 2016. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**D. Appointment of EDAC Members**

Hyland discussed the Appointment of EDAC Members; there were no questions or discussion from Council.

**NADALIN MOVED TO APPOINT WARREN BUETTNER, BRIAN EDNEY, LINDA HRYCAJ AND MICHAEL SHAMBARGER TO EDAC WITH TERMS TO EXPIRE JUNE 30, 2017. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**DISCUSSION ITEMS:**

Richardson had a question about the theater design; when will Council see the concepts. Hyland replied that there will be a work session on this topic soon.

Richardson also asked Cook if the Pavilion is using local breweries at events. Cook will find out; the Pavilion definitely uses local distributors.

**INFORMATIONAL:**

- A. Planning Commission Meeting Minutes, June 30, 2015
- B. SPORT Meeting Minutes, June 18, 2015

**SANDQUIST MOVED TO ADJOURN. MOTION SECONDED. MEETING ADJOURNED AT 7:45 P.M.**

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**BRUCE BUTLER, MAYOR**

**ATTEST**

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**SUSAN SCHULMAN, EXECUTIVE ASSISTANT**

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.

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
**FROM:** Susan Schulman, Executive Assistant to the Town Manager *SS*  
**DATE:** July 16, 2015  
**SUBJECT:** Meeting Minutes from July 7, 2015 Special Meeting

---

SUMMARY: Staff asks the Town Council to approve the Town Council Meeting Minutes from July 7, 2015 Special Meeting.

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

PROPOSED MOTION: Included in the Consent Calendar motion

ATTACHMENTS:  
July 7, 2015 Special Meeting Minutes

MANAGER'S COMMENTS:

**SILVERTHORNE TOWN COUNCIL**  
**Meeting Minutes**  
**Wednesday, July 7, 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, Stuart Richardson and Ann-Marie Sandquist. Staff members present were, Town Manager Ryan Hyland, Chief Mark Hanschmidt, Administrative Services Director Donna Braun, Recreation Director Joanne Cook, Public Works Director Bill Linfield, Assistant Town Manager Mark Leidal, Senior Planner Lina Lesmes, Planning Manager Matt Gennett, Town Attorney Matt Mire and Town Clerk Michele Miller.

**INTERVIEWS FOR APPOINTMENT TO FILL PLANNING COMMISSION AND EDAC VACANCIES.**

The Council interviewed the following applicants:

**Planning Commission**

1. Stan Katz
2. Susan Byers
3. Jonathan Kamins
4. Tom Marmins
5. Jenny Gloudemans

**EDAC**

1. Linda Hrycaj
2. Rob Murphy

**MOVED TO ADJOURN. MOTION SECONDED. MEETING ADJOURNED AT 7:10 P.M.**

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**BRUCE BUTLER, MAYOR**

**ATTEST**

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**MICHELE MILLER, TOWN CLERK**

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.

Town of Silverthorne  
Council Agenda Memorandum  
Consent Calendar

**TO: Mayor Bruce and Town Council**  
**THRU: Ryan Hyland, Town Manager**  
**FROM: Bill Linfield, Public Works Director**  
**DATE: July 16, 2015**  
**SUBJECT: Resolution 2015-15, a Resolution authorizing the Town to purchase a 2015 International Haul Truck**

---

**SUMMARY:** This resolution authorizes the Town to purchase a 2015 International Haul Truck, at a cost of \$174,147.00.

**BACKGROUND:** The 2015 budget included purchase of this new haul truck. (Budget \$195,000) Originally we had planned to then sell our old haul truck, a 2000 Kenworth with 60,000 miles and 5,000 hours, but given the increasing need to haul snow, we are going to keep both trucks. The old truck needs a new bottom on the dump bed which we will install in-house. The Town solicited bids for the new haul truck from Kenworth, International, and Freightliner. Kenworth chose not to bid. The price of the Freightliner is \$118,704 while the price of the International is \$133,800. We are recommending we purchase the more expensive International because it has higher capacity rear axles (46,000 lb. vs 40,000lb. on the Freightliner) and a 2 speed rear end (allows truck to have more power at in town speeds and still have highway speeds when needed), in addition to having disc brakes (better stopping ability and easier to service).

The truck itself would be purchased from McCandless International. The dump bed, hydraulics, etc., were bid separately, with several bids received as follows:

Kois Brothers: \$34,294  
MacDonald Equipment: \$38,720  
Auto Truck Group: \$39,547  
O.J. Watson: \$41,262

Of the above bids, we recommend purchasing from Auto Truck Group. Although Kois Brothers is the lowest bid, we have received many negative comments from different sources about their ability to build the truck in a reasonable time frame. MacDonald Equipment has not performed well with us recently (major issues with our new sweeper purchase) so do not wish to do business with them. Auto Truck Group has built several of our plow trucks in recent years and has done well and we recommend we order from them again.

Once we place our order, estimated delivery is approximately 6 months, in time for the second half of the coming snow season.

**FINANCIAL IMPLICATIONS** The total purchase price of just under \$174,147 is well under our budget of \$195,000, as truck prices did not increase as much as we feared over the past year.

**STAFF RECOMMENDATION:** Staff recommends that Council authorize the Mayor to sign Resolution No. 2015-15, a Resolution authorizing the Town to purchase a new International Haul Truck, per this staff memo, in an amount not to exceed \$174,147.

**PROPOSED MOTION:** **“I MOVE TO APPROVE RESOLUTION 2015-15, A RESOLUTION AUTHORIZING THE TOWN TO PURCHASE A NEW INTERNATIONAL HAUL TRUCK, PER THE STAFF MEMO DATED JULY 16, 2015 IN AN AMOUNT NOT TO EXCEED \$174,147.**

**TOWN OF SILVERTHORNE, COLORADO  
Resolution No. 2015-15**

**A RESOLUTION Authorizing Purchase of a 2015 International Haul Truck in an amount not to exceed \$174,147.00.**

**WHEREAS** the Town budgeted purchase of a new haul truck in 2015, and

**WHEREAS** the Town has met requirements for bidding the project, and

**WHEREAS** the total cost of the purchase will fall within the total fleet budget for 2015,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE THAT THE TOWN IS AUTHORIZED TO PURCHASE AN INTERNATIONAL HAUL TRUCK IN AN AMOUNT NOT TO EXCEED \$174,147.00 AS OUTLINED IN THE STAFF MEMO DATED JULY 16, 2015.**

**INTRODUCED, READ, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO THIS 22<sup>ND</sup> DAY OF JULY, 2015.**

\_\_\_\_\_  
Bruce Butler, Mayor

Attest:

By \_\_\_\_\_

Michele Miller, Town Clerk

Town of Silverthorne  
Council Agenda Memorandum  
Consent Calendar

**TO:** Mayor Bruce Butler and Town Council  
**THRU:** Ryan Hyland, Town Manager  
**FROM:** Bill Linfield, Public Works Director  
**DATE:** July 16, 2015  
**SUBJECT:** Resolution 2015-16, a Resolution Approving a 3 year extension to the existing lease with the USFS.

---

**SUMMARY:** This resolution will formally approve the 3 year lease extension staff negotiated with the USFS for our building they lease for their Dillon Ranger District. (copy attached)

**BACKGROUND:** Staff reported to Council several months ago that we had successfully negotiate a new 3 year lease with the USFS under terms Council had authorized, specifically a new lease rate of \$15 per useable square foot (same terms as used in original lease). Since that time USFS has paid the back lease rate back to last year, and is now paying the new lease rate forward. The new lease extension included a commitment by the Town to complete four tasks, all of which are now complete.

Staff recently discovered that we had not presented the lease extension to Council for formal, so we are doing so at this time.

**FINANCIAL IMPLICATIONS** This extends the current lease with the USFS through April 30, 2017 at a lease rate of \$15 per useable SF, slightly more than double the previous rate, retroactive to May 1, 2014.

**STAFF RECOMMENDATION:** Staff recommends that Council authorize the Mayor to sign Resolution No. 2015-16, a Resolution authorizing the Town to sign Supplemental Lease Agreement No. 3 regarding the USFS lease of the Town Building at 680 Blue River Parkway, extending that lease by 3 years to April 30, 2017.

**PROPOSED MOTION:** **"I MOVE TO APPROVE RESOLUTION 2015-16, A RESOLUTION AUTHORIZING THE TOWN TO SIGN SUPPLEMENTAL LEASE AGREEMENT NO. 3 REGARDING THE USFS LEASE OF THE TOWN OWNED BUILDING AT 680 BLUE RIVER PARKWAY EXTENDING THAT LEASE BY 3 YEARS TO APRIL 30, 2017.**

**TOWN OF SILVERTHORNE, COLORADO  
Resolution No. 2015-16**

**A RESOLUTION authorizing a 3 year extension of the Lease Agreement with the USFS for the Town owned building at 680 Blue River Parkway.**

**WHEREAS** the Town owns the property at 680 Blue River Parkway, and

**WHEREAS** the Town currently leases the property to the USFS, and

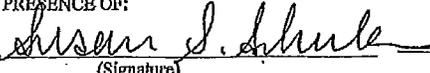
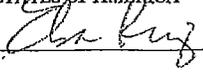
**WHEREAS** the Town and the USFS desire to extend the current lease by an additional 3 years to April 30, 2017,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE THAT THE TOWN IS AUTHORIZED TO SIGN SUPPLEMENTAL LEASE AGREEMENT NO. 3 REGARDING THE USFS LEASE OF THE TOWN OWNED BUILDING AT 680 BLUE RIVER PARKWAY EXTENDING THAT LEASE BY 3 YEARS TO APRIL 30, 2017, AS OUTLINED IN THE STAFF MEMO DATED JULY 16, 2015.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO THIS 22<sup>nd</sup> DAY OF JULY, 2015.

\_\_\_\_\_  
Bruce Butler, Mayor

Attest:  
By \_\_\_\_\_  
Michele Miller, Town Clerk

United States Department of Agriculture <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NUMBER: 3	DATE: May 21, 2015
ADDRESS OF PREMISES: 680 Blue River Parkway Silverthorne, CO 80498	LEASE NUMBER: 57-82X9-3-93002	
<p>THIS AGREEMENT, made and entered into this date by and between:</p> <p>whose address is      Town of Silverthorne          601 Center Circle          Silverthorne, CO 80498</p> <p>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to provide for an extension of the Lease to April 30, 2017.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>May 1, 2014</u>, as follows:</p> <p>Paragraphs 2 and 3 of the Lease are deleted in their entirety and replaced by the following:</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 1, 1994 through April 30, 2017, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>"3. Effective May 1, 2014, the Government shall pay the Lessor annual rent of \$110,010.00, or \$15.00 per usable square foot, at the rate of \$9,167.50 per month in arrears.</p> <p>Effective May 1, 2015, the Government shall pay the Lessor annual rent of \$110,010.00, or \$15.00 per usable square foot, at the rate of \$9,167.50 per month in arrears.</p> <p>Effective May 1, 2016, the Government shall pay the Lessor annual rent of \$110,010.00, or \$15.00 per usable square foot, at the rate of \$9,167.50 per month in arrears.</p> <p style="text-align: center;">(continued on Page 2)</p> <p>All other terms and conditions of this lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR: BY <u></u> Town Manager (Signature)      (Title)		
IN PRESENCE OF: <u></u> 601 Center Circle, Silverthorne CO 80498 (Signature)      (Address)		
UNITED STATES OF AMERICA BY <u></u> Contracting Officer (Signature)      (Official Title)		

Supplemental Lease Agreement No. 3  
to Lease No. 57-82X9-3-93002  
Town of Silverthorne  
Page 2

Paragraph 3, Continued:

As per the Standstill Agreement that was executed on May 29, 2014, along with Amendment No. 1 to the Standstill Agreement, the Government will receive full credit for money that was paid to the Lessor during the Standstill period, and the negotiated increase in the annual rent is retroactive to May 1, 2014. The Lessor will, therefore, receive a lump sum payment of \$61,813.31 for the time period May 1, 2014 through May 31, 2015. A calculation of the lump sum payment is as follows -

For the time period May 1, 2014 through April 30, 2015 -	
\$15.00 per usable square foot	\$110,010.00
\$ 7.22 per usable square foot	- 52,951.56
Amount owed Lessor for this time period	\$ 57,058.44

For the time period May 1 through May 30, 2015 -	
\$15.00 per usable square foot	\$9,167.50
\$ 7.22 per usable square foot	- 4,412.63
Amount owed Lessor for this time period	\$ 4,754.87

This lump sum payment will release the Government from any further claims for rent corrections.

Monthly payments for the time period June 1, 2014 through April 30, 2017 shall be at the negotiated and agreed upon rate of \$9,167.50 per month."

Paragraph 9 of the Lease is hereby incorporated:

"As part of the rental consideration for the three year extension period, the Lessor agrees to provide and install the following items to correct minor fire and life safety deficiencies -

- remove the interior vestibule door that blocks the manual pull station
- contract with a local alarm service to monitor the building's fire and smoke alarms and have the company perform annual inspections
- provide and install an outdoor electrical outlet adjacent to the evergreen tree (nearest the front entrance) and remove the extension cords that currently provide power for holiday lighting.
- provide and install an indoor electrical outlet in the loft area above the front vestibule for the Smokey Bear display, which will eliminate the use of extension cords in this area."

Lessor *KTH* / Govt *er*

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
Mark Leidal, AICP, Assistant Town Manager *ML*  
**FROM:** Lina Maria Lesmes, AICP, Senior Planner *LML*  
**DATE:** July 16, 2015, for meeting of July 22, 2015  
**SUBJECT:** Acceptance of Facilities Easement for Rivers Edge Condominiums

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**SUMMARY:** The applicant, 4<sup>th</sup> on 4<sup>th</sup>, LTD., is proposing to grant to the Town a new Facilities Easement on Lot 8R, Riverview Subdivision, Filing No. 2; 421 Rainbow Drive. The Facilities Easement is granted to accommodate the new proposed locations of water and sewer lines on the property. The utility line and easement relocation are in accordance with the approved Preliminary Site Plan for Rivers Edge Condominiums.

**BACKGROUND:** In order to accommodate the Site Plan for Rivers Edge Condominiums, the applicant is proposing to relocate an existing utility easement, and existing water and sewer main lines on the property. The applicant has submitted detailed Civil Plans for the removal and replacement of the water and sewer mains, and those plans have been reviewed and approved by the Utilities Department (Please see Exhibit B for details). The new water and sewer lines are proposed to be located within the attached Facilities Easement.

**PREVIOUS COUNCIL ACTION:** On June 24, 2015, Town Council approved the Preliminary Site Plan for Rivers Edge Condominiums, with 11 conditions of approval. The application for the Minor Subdivision and Final Site Plan for Rivers Edge Condominiums was submitted on July 14, 2015, and is currently under review.

**STAFF DISCUSSION:** The Facilities Easement, the Town's rights, and the Grantor rights are described in Exhibit A, a document that will be recorded within 30 days of a decision by Town Council, and which was drafted by the Town Attorney. The Utilities Department has reviewed the proposed Facilities Easement, and finds that it will adequately accommodate new water and sewer lines. As noted in Exhibit B, any easements on the property that will be vacated or relocated with the development of Rivers Edge Condominiums will be reviewed as part of a Minor Subdivision Plat.

**STAFF RECOMMENDATION:** The Community Development Department recommends accepting the Facilities Easement.

**PROPOSED MOTION:** No motion is necessary; part of consent calendar

**EXHIBITS:**

- Exhibit A: Facilities Easement
- Exhibit B: Comments from the Utilities Department, dated July 14, 2015

**MANAGER'S COMMENTS:**

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**FACILITIES EASEMENT**

This FACILITIES EASEMENT (the "Easement") is made this 22nd day of July, 2015 (the "Effective Date"), by and between 4TH ON 4TH, LTD., a Colorado limited liability company, whose address is P.O. Box 766, Frisco, Colorado 80443 ("Grantor"), and the Town of Silverthorne, a Colorado home rule municipality with an address of 601 Center Circle, Silverthorne, Colorado 80498 (the "Town") (each individually a "Party" and collectively, the "Parties").

WHEREAS, Grantor is the owner of certain real property in the Town, more particularly described as Lot 8R, Riverview Subdivision, Filing No. 2, (the "Property");

WHEREAS, the Property contains water mains and valves, sewer mains and manholes, a pump station, together with all above and below ground appurtenances, including without limitation a buried electric line for the pump station, all of which are owned and operated by the Town (the "Facilities");

WHEREAS, to protect the health, safety and welfare of Town residents, the Town is responsible for ensuring that the Facilities remain in working condition and in good repair in accordance with applicable Town standards; and

WHEREAS, to accomplish this purpose, Grantor agrees to grant to the Town this Easement, more particularly described as **Exhibit A**, attached hereto and incorporated herein by this reference, which allows the Town to access the Property to maintain the Facilities.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements, and stipulations contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town a perpetual easement to enter, re-enter and use the Property for the following purposes:
  - a. To access the Facilities for installation, inspection, maintenance, replacement and repair purposes, including cleaning and the making of all necessary repairs thereto;
  - b. To maintain, repair, or replace the Facilities; and
  - c. To perform any other acts necessary to protect the Facilities from damage.
2. Town's Rights. The Town shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Town hereunder. The Town may also increase the size of the pump station, in the Town's sole discretion. The Town is not responsible for damage to any improvements located on the Property and is not responsible to repair any such damage.
3. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

4. Grantor's Obligations. Grantor agrees to the following:
  - a. Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping on the Property that would hinder the operation of the Facilities or in any way impair the Town's right of access under this Easement.
  - b. To the extent that Grantor must locate other utilities in the Property in the vicinity of the Facilities, the exact location of such other utilities is subject to prior written approval by the Town and subject to any conditions deemed appropriate by the Town.
5. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement.
6. Recordation. All provisions in this Easement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The Town shall record this Easement in timely fashion in the official records of Summit County, and may re-record it at any time as may be required to preserve its rights in this Easement. Grantor shall reimburse the Town for any applicable recording fees.
7. Governing Law. This Easement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the Summit County, Colorado.
8. Modification. This Easement may only be modified upon written agreement of the Parties.
9. Integration. This Easement and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.
10. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Easement.
11. Severability. If any provision of this Easement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.
12. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

**TOWN OF SILVERTHORNE**

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Bruce Butler, Mayor

ATTEST:

\_\_\_\_\_  
Michele Miller, Clerk

**GRANTOR - 4TH ON 4TH, LTD.**

\_\_\_\_\_  
Lawrence Feldman, Manager/Member

STATE OF COLORADO     }  
                                      } ss  
COUNTY OF SUMMIT     }

Acknowledged before me this     day of             by Lawrence Feldman, Manager/Member of 4TH ON 4TH, LTD, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

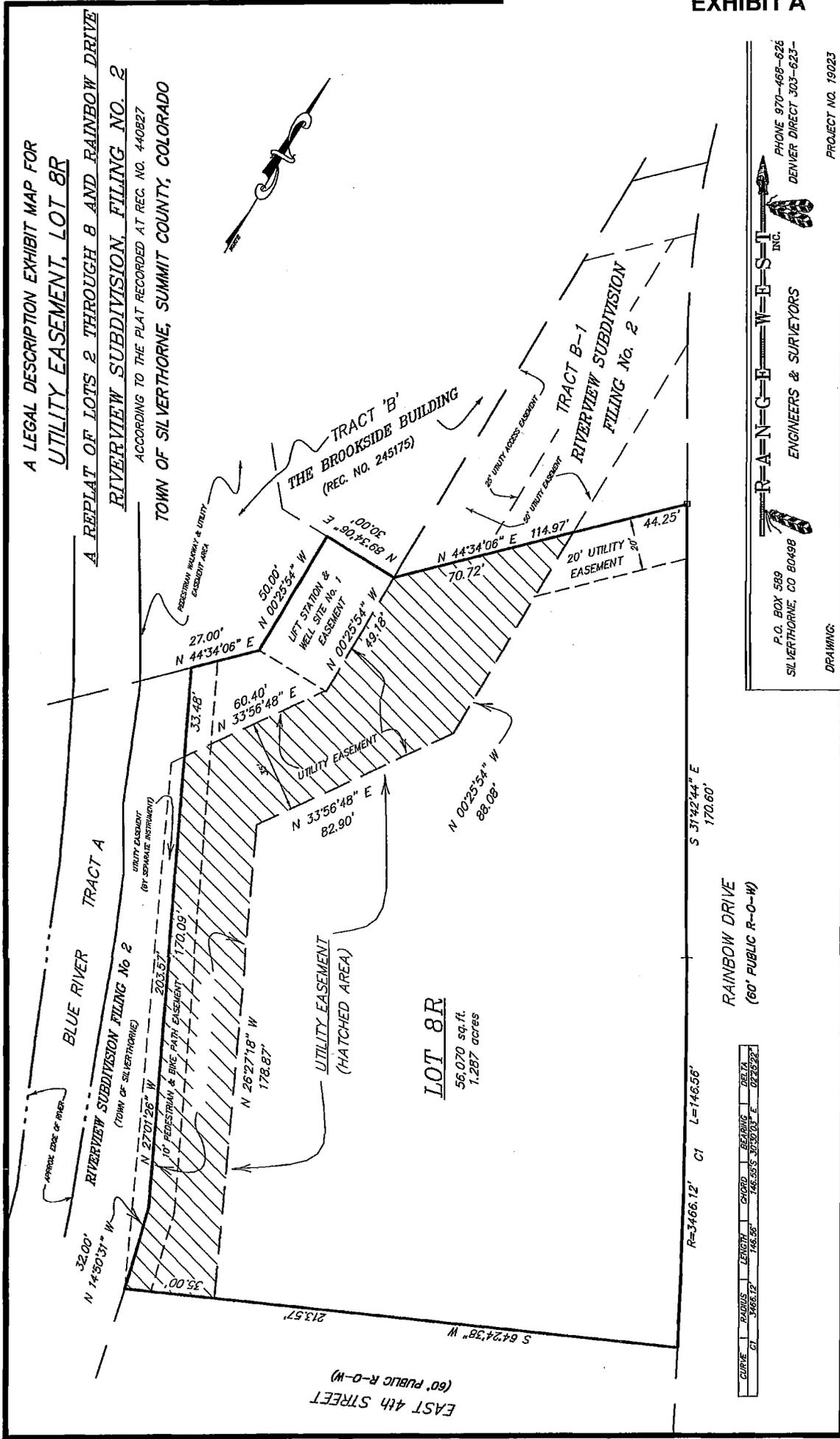
[SEAL]

A LEGAL DESCRIPTION EXHIBIT MAP FOR  
UTILITY EASEMENT, LOT 8R

A REPLAT OF LOTS 2 THROUGH 8 AND RAINBOW DRIVE  
RIVERVIEW SUBDIVISION, FILING NO. 2

ACCORDING TO THE PLAT RECORDED AT REC. NO. 440827

TOWN OF SILVERTHORNE, SUMMIT COUNTY, COLORADO



**LOT 8R**  
 56,070 sq. ft.  
 1.287 acres

RAINBOW DRIVE  
 (60' PUBLIC R-O-W)

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	3466.12'	148.96'	148.595'	30°30'03" E	0°25'52"

S 31°42'44" E  
 170.60'

R=3466.12' C1 L=148.56'

P.O. BOX 589  
 SILVERTHORNE, CO 80498



**R-A-N-G-E-W-E-S-T**  
 INC.  
 ENGINEERS & SURVEYORS

PHONE 970-488-626  
 DENVER DIRECT 303-623-

PROJECT NO. 19023

DRAWING



TO: Lina Lesmes, Senior Planner  
FROM: Zach Margolis, Utility Manager  
DATE: July 14, 2015  
SUBJECT: Utility Department Comments on River's Edge at Silverthorne Water Sewer Main Relocation Project.

The applicant has requested permission to relocate water and sewer mains on their property to facilitate the proposed River's Edge Condominiums construction project. We have worked closely with their design engineer and recommend approval of the Site Improvements Agreement and related Easement Agreement.

A new easement, "by separate document", is being provided where needed with the understanding that if the final plat is approved, it will vacate the existing easements and the new easement by separate document", and provide new easements for the water, sewer, well and pump station.

To clarify, the applicant is aware of our requirement that all new materials will be used for this construction project, and has clearly stated that as their intent.

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:** July 16, 2015, for the meeting of July 22, 2015  
**SUBJECT:** Replat – Lot 6, Willow Creek Highlands, Filing No. 4 (PT2015-20)

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**SUMMARY:** The applicant, Joanna Snyder, is requesting approval of a Replat for Lot 6, Willow Creek Highlands, Filing No. 4. The proposed application would vacate a previously delineated and platted 'Wetlands Area', and replat a reconfigured 'Wetlands Area' based upon a new delineation recently performed by a licensed hydrologist hired by the applicant.

**BACKGROUND:** Willow Creek Highlands, Filing No. 4, was originally platted in June of 1994 and included the delineation of wetlands areas designated for protection. Since that time, the Town and the Willow Creek Highlands HOA have allowed property owners to submit updated wetland delineations for consideration in replatting wetlands areas impacting their lots.

**PREVIOUS COUNCIL ACTION:** On June 22, 1994, the Town Council approved a Final Plat for Willow Creek Highlands, Filing No. 4, which includes Lot 6 and numerous delineated 'Wetlands Areas'.

**DISCUSSION:** The applicant has received consent from the Home Owners Association to replat the existing wetlands on site in order to locate a new deck on the applicant's home. The proposed Replat is in conformance with the applicable sections of the Comprehensive Plan and the requirements of Town Code Section 4-5-14, *Replat*, regarding plat titles, boundaries, plat notes, and certifications.

**STAFF RECOMMENDATION:** Staff recommends approval of the proposed Replat of Lot 6, Willow Creek Highlands, Filing No. 4.

**PROPOSED MOTION:** No motion is necessary; this proposal may be approved as part of the Consent Calendar.

**ALTERNATE MOTION:** Remove item from the Consent Calendar and bring the Replat up for Council discussion.

**ATTACHMENTS:**  
Exhibit A: Lot 6, Willow Creek Highlands, Filing No. 4

**MANAGER'S COMMENTS:**

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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, Director of Community Development *ML*  
Matt Gennett, AICP, Planning Manager *MG*  
**FROM:** Greg Roy, Planner I *GR*  
**DATE:** July 16, 2015, for the meeting of July 22, 2015  
**SUBJECT:** Cerny/Tolar CUP for a Single Apartment – 353 County Road 2020, Lot 7, Ptarmigan Trail Estates, Subdivision #2 (PT2015-16)

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**SUMMARY:** The applicants are requesting approval of a Conditional Use Permit (CUP) to allow for a Single Apartment in the R-2 Residential Zone District. The property is located on Lot 7, Ptarmigan Trail Estates, Subdivision #2, the physical address for which is 353 Country Road 2020.

**BACKGROUND:** There has been no development on this site since it was created with the subdivision in 1959.

**PREVIOUS COUNCIL ACTION:** The Town Council approved the Ptarmigan Trail Estates, Subdivision #2, which created the subject property, in 1959.

**STAFF DISCUSSION:** Please see the attached Staff Report.

**PLANNING COMMISSION RECOMMENDATION:** Planning Commission, by a vote of 6-0, recommends approval of the CUP for a Single Apartment located at 353 County Road 2020, Lot 7, Ptarmigan Trail Estates, Subdivision #2, with the following conditions:

1. The approved CUP shall be valid for a period of one (1) year.
2. The CUP for a Single Apartment is being issued to the applicant and is nontransferable. If the applicant's ownership of the subject property terminates so will the CUP for a Single Apartment.
3. The applicant is required to make one of the units his primary residence on a continuous basis.
4. The applicant is required to periodically provide to Staff documented proof of residency, such as utility bills and voter registration, on a regular basis.
5. Neither the Single Apartment nor the primary residence may be rented or leased for a term of less than six (6) consecutive months. The applicant shall provide Staff with the most current lease on a semi-annual basis to ensure compliance with this condition.
6. No additional renting of individual rooms is permitted.
7. The applicant is required to pay the appropriate System Development Fees to cover the costs of adding the new Single Apartment to the Town's utilities.
8. Off-street parking areas shall not be used for the parking of trailers, boats, detached campers, inoperable vehicles or other items that will render the area

Town of Silverthorne  
Town Council Agenda Memorandum

unusable by residents and guests for normal daily use.

**Proposed Motion:** *“I move to approve the Cerny/Tolar Conditional Use Permit for a Single Apartment located at 353 County Road 2020, Lot 7, Ptarmigan Trail Estates, Subdivision #2, with the Planning Commission’s recommended conditions.”*

**ATTACHMENTS:**

Staff Report and Exhibits

**MANAGER’S COMMENTS:**

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**Town of Silverthorne, Colorado**  
**Town Council Staff Report**

**From:** Greg Roy, Planner I GR  
**Through:** Matt Gennett, AICP, Planning Manager MG  
**Date:** July 16, 2015, for the meeting of July 22, 2015  
**Subject:** Conditional Use Permit for a Single Apartment  
**Owner/Applicant:** Ales Cerny and Jan Tolar

**Proposal:** The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a Single Apartment in the R-2 Residential Zone District. The property is located on Lot 7, Ptarmigan Trail Estates, Subdivision #2, the physical address for which is 353 County Road 2020. *(Please see the attached plans for further information.)*

**Address:** 353 County Road 2020

**Legal Description:** Lot 7, Ptarmigan Trail Estates, Subdivision #2

**Site Area:** 21,910 square feet (0.503 acres)

**Zone District:** R-2 Residential Zone District

**Site Conditions:** Vacant lot.

**Adjacent Uses:** North: Single-family residential (R-2 zone)  
South: Single-family residential (R-2 zone)  
East: Summit County  
West: Single-family residential (R-2 zone)

**PREVIOUS COUNCIL ACTION:** The Town Council approved the Ptarmigan Trail Estates, Subdivision #2, which created the subject property, in 1959.

**BACKGROUND:** There has been no development on this site since it was created with the subdivision in 1959.

**STAFF COMMENTS:**

**Comprehensive Plan Analysis:** The Comprehensive Plan promotes diversity in housing types and densities. It recommends flexibility in housing types and allows for property owners to respond to the housing needs of the community on a continual basis. To this end, a range of affordable housing types is encouraged. The current proposal responds to and complies with the general goals and policies of the Land Use Section of the Comprehensive Plan.

**Zoning/Land Use:**

The location of the current proposal is in the R-2 Residential Zone District where a

**Town of Silverthorne, Colorado**  
**Town Council Staff Report**

Single Apartment is permitted with a Conditional Use Permit.

**Conditional Use Permit Review Criteria:** Based on the zoning of the subject property, the proposed Single Apartment is to be evaluated as a Conditional Use. According to Town Code Section 4-4-19, the Town must consider the following criteria when reviewing any Conditional Use Permit:

1. Whether the proposed use or development otherwise complies with all requirements imposed by Chapter 4 of the Town Code. *Based on the existing site conditions, the current zoning, and the existing land use, the proposed Conditional Use for a Single Apartment complies with all of the applicable requirements of Chapter 4.*
2. Whether the proposed use or development is in conformance with the Town's Comprehensive Plan. *Staff finds the proposed Conditional Use for a Single Apartment is in conformance with the Town's Comprehensive Plan.*
3. Whether the proposed use or development is compatible with adjacent uses. Such compatibility may be expressed in appearance, architectural scale and features, site design, and the control of any adverse impacts including noise, dust, odor, lighting, traffic, safety, and impacts on property values of the surrounding area. *Staff finds that the proposed Single Apartment is compatible with adjacent uses and exhibits an appearance, architectural scale, and general design qualities indicative of the immediate area. Staff does not anticipate that there will be any discernible adverse impacts such as noise, dust, odor, lighting, traffic or safety issues. The proposed Conditional Use is a type of residential use and should fit in with the existing neighborhood provided it is managed as proposed.*
4. Suitability of the location for the use or development. *Town Code allows for a Single Apartment in the R-2 Zone District with a CUP and with the provision that all conditions of the CUP are being met by the applicant.*
5. History of compliance by the applicant with the requirements of this Code and prior conditions, if any, regarding the subject property. *As of the date of this report, the applicants have no history of noncompliance with the Town Code.*
6. Ability of the applicant or any successor-in-interest to continuously meet the conditions of the proposed permit. *The applicant understands that conditions will be imposed as part of an approved CUP and is willing to meet any conditions of approval made part of granting the proposed CUP.*
7. Other factors relevant to the specific application. *None.*

**Single Apartment Review Criteria:** Town Code Section 4-4-21 states, in part, that "Single Apartments may be allowed as a Conditional Use within an existing detached single-family dwelling unit or as an integral part of a detached garage." The Planning

**Town of Silverthorne, Colorado**  
**Town Council Staff Report**

Commission and Town Council shall consider allowance of a Single Apartment using the following requirements:

1. Submission of a site plan and floor plan which meet Town zoning, site plan and building permit requirements. *Staff has determined that the site and floor plans are sufficient to review the proposed CUP for a Single Apartment. The proposed Single Apartment will be designed as a part of the new construction.*
2. Evidence that sufficient parking will be available for both the current occupants of the single-family residence and the future occupants of the Single Apartment. *Staff finds that sufficient parking is available for the proposed Single Apartment.*
3. Payment of the prevailing system development fees sufficient to cover the addition of the apartment to the water and sewer system. *The applicant has been made aware of the likely fees associated with the proposed Single Apartment and has indicated a willingness to pay these fees.*
4. A Single Apartment shall not exceed 33% of the floor area of the existing structure. *The subject Single Apartment is comprised of floor area equivalent to approximately 28% of the proposed structure.*
5. The apartment must be built within the footprint of the existing structure, or if the Single Apartment is proposed as a secondary part of the primary structure not yet constructed, such use shall not be allowed unless the proposed Single Apartment complies with all the other requirements of the Code and is so designed as to be wholly within the outer dimensions of the primary residence and to share a common floor or ceiling with the primary structure. *The Single Apartment will be built within the footprint of the proposed structure.*
6. Any single-family residence to which a Single Apartment is added may not rent any individual room or rooms in either the primary or secondary residence without first applying to the Town for a CUP permitting a boarding or rooming house. *Staff recommends that this requirement be addressed as a condition of the CUP.*
7. Any lease of a Single Apartment shall be for a minimum term of six (6) months. *Staff recommends that this requirement be addressed as a condition of the CUP.*
8. The owner of the residence must establish and maintain continuous residency in either the primary residence or the single apartment. Continuous residency shall mean that the owner resides in the unit as his or her primary residence, as documented by driver's license and registration, voter registration, utility payments and other relevant indicators. *Staff recommends that this requirement be addressed as a condition of the CUP.*

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission, by a vote of 6-0 recommends approval of the Cerny/Tolar Conditional Use Permit for a

**Town of Silverthorne, Colorado**  
**Town Council Staff Report**

Single Apartment located at 353 County Road 2020, Lot 7, Ptarmigan Trail Estates, Subdivision #2, with the following conditions:

1. The approved CUP shall be valid for a period of one (1) year.
2. The CUP for a Single Apartment is being issued to the applicant and is nontransferable. If the applicant's ownership of the subject property terminates so will the CUP for a Single Apartment.
3. The applicant is required to make one of the units his primary residence on a continuous basis.
4. The applicant is required to periodically provide to Staff documented proof of residency, such as utility bills and voter registration, on a regular bases.
5. Neither the Single Apartment nor the primary residence may be rented or leased for a term of less than six (6) consecutive months. The applicant shall provide Staff with the most current lease on a regular basis to ensure compliance with this condition.
6. No additional renting of individual rooms is permitted.
7. The applicant is required to pay the appropriate System Development Fees to cover the costs of adding the new Single Apartment to the Town's utilities.
8. Off-street parking areas shall not be used for the parking of trailers, boats, detached campers, inoperable vehicles or other items that will render the area unusable by residents and guests for normal daily use.

**Suggested Motion:** *"I move to approve of the CERNY/TOLAR Conditional Use Permit for a Single Apartment located at 353 County Road 2020, in the R-2 Zone District, with the Planning Commission's recommended conditions."*

**Alternative Motion:** *"I move deny approval of the CERNY/TOLAR Conditional Use Permit for a Single Apartment located at 353 County Road 2020, in the R-2 Zone District, with the finding that it does not meet Town Code Section 4-4-21."*

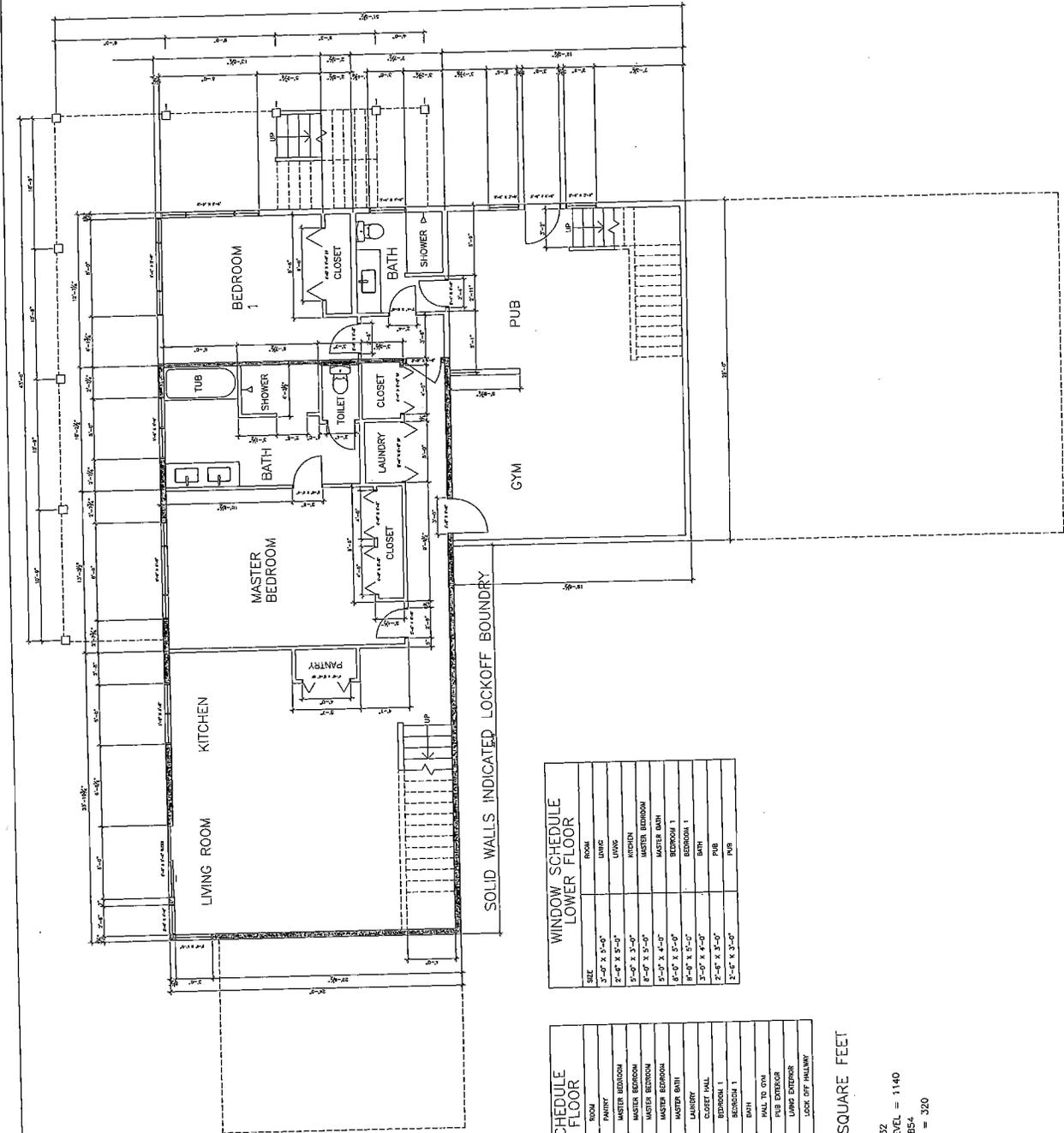
**EXHIBITS:**

Exhibit A: Narrative from Ales Cerny

Exhibit B: Site plan

The proposed project is a single family residence with an accessory apartment at 353 CR 2020. The construction will take about one year to complete.

The proposed buildings will have full time residents in the main house and long term agreements for Accessory apartments. Apartment has its own garage. Access will be through the garage or through Exterior door below at walk out level. Accessory apartment will have 2 bedrooms and 2 baths. Please call Brian at (970) 418-0216 if any further information is needed.



SOLID WALLS INDICATED LOCKOFF BOUNDARY

**DOOR SCHEDULE LOWER FLOOR**

SIZE	SWING	ROOM
4'-0" X 8'-0"	BF	SWING
4'-0" X 8'-0"	LI	MASTER BEDROOM
4'-0" X 8'-0"	RI	MASTER BEDROOM
4'-0" X 8'-0"	BF	MASTER BEDROOM
4'-0" X 8'-0"	LI	MASTER BATH
4'-0" X 8'-0"	BF	LAUNDRY
4'-0" X 8'-0"	LI	CL. HALL
4'-0" X 8'-0"	BF	CL. HALL
4'-0" X 8'-0"	LI	CL. HALL
4'-0" X 8'-0"	BF	CL. HALL
4'-0" X 8'-0"	RI	BATH
4'-0" X 8'-0"	RI	HALL TO GYM
4'-0" X 8'-0"	RI	PUB EXTERIOR
4'-0" X 8'-0"	SLDR	GYM EXTERIOR
4'-0" X 8'-0"	RI	LOCK OFF HALLWAY

**WINDOW SCHEDULE LOWER FLOOR**

SIZE	ROOM
3'-0" X 5'-0"	DINING
3'-0" X 5'-0"	LIVING
3'-0" X 3'-0"	KITCHEN
3'-0" X 3'-0"	MASTER BEDROOM
3'-0" X 4'-0"	MASTER BATH
3'-0" X 5'-0"	BEDROOM 1
3'-0" X 5'-0"	BATH
3'-0" X 3'-0"	PUB

**PROPOSED SQUARE FEET**

- TOTAL = 5145
- MAIN HOUSE = 2832
- LOCKOFF LOWER LEVEL = 1140
- 2 CAR GARAGE = 854
- SIDE CAR GARAGE = 320

REV NO.	DATE	DESCRIPTION
1	06/31	ASHT EFF
1	06/31	LOCKOFF CHANGE

PROJECT TITLE  
**CERNY  
 TOLAR  
 RESIDENCE**

DRAWING TITLE  
**GROUND FLOOR**

PROJECT NO. \_\_\_\_\_ DESIGNED BY: ALIS & JANS  
 SCALE: 1/4" = 1'-0" DRAWN BY: JW  
 DATE: 06/31/2015 CHECKED BY:  
 PAGE NO. **A1.0**

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
Mark Leidal, AICP, Assistant Town Manager  
**FROM:** Lina Maria Lesmes, AICP, Senior Planner *LML*  
**DATE:** July 16, 2015, for meeting of July 22, 2015  
**SUBJECT:** Site Improvements Agreement for Rivers Edge Condominiums.

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**SUMMARY:** The applicant, 4<sup>th</sup> on 4<sup>th</sup>, LTD., is requesting approval of a Site Improvements Agreement (SIA) to remove existing water and sewer lines on the property, and construct new water and sewer lines within a relocated utility easement, granted by separate document. The utility line and easement relocation are in accordance with the approved Preliminary Site Plan for Rivers Edge Condominiums, located on Lot 8R, Riverview Subdivision, Filing No. 2; 421 Rainbow Drive.

**BACKGROUND:** In order to accommodate the Site Plan for Rivers Edge Condominiums, the applicant is proposing to relocate an existing utility easement, and existing water and sewer main lines that run diagonally through the property. The applicant has submitted detailed Civil Plans for the removal and replacement of the water and sewer mains, and those plans have been reviewed and approved by the Town of Silverthorne Utilities Department (Please see Exhibit C for details). Due to the short Summit County construction season, the applicant is requesting approval of an SIA to begin work on the removal and reconstruction of the water and sewer lines.

**PREVIOUS COUNCIL ACTION:** On December 13, 2006, Town Council denied the Sketch PUD and Site Plan for Blue River Lofts. The project consisted of 37 condominiums, 7,500 square feet of commercial space, and underground parking.

Town Council approved the Final PUD and Final Site Plan for Blue River Crossing on June 25, 2008. Blue River Crossing was a mixed-use development in a single structure that included 6,000 square feet of commercial space, 24 residential units, and enclosed parking. The project was never constructed.

On October 27, 2010, Town Council approved Ordinance 2010-4 rezoning the property from Mixed-Use PUD back to Riverfront Mixed Use Zone District. On January 25, 2012, Town Council voted to continue a Preliminary Site Plan for River Trail Lodge for three months, to give the applicant time to work through the recommended conditions of approval. The River Trail Lodge was proposed as a three-story, 46-room hotel, with 50 surface parking spaces accessed via Rainbow Drive. On April 26, 2012, the applicant withdrew the application.

On June 24, 2015, Town Council approved the Preliminary Site Plan for Rivers Edge Condominiums with 11 conditions of approval. The Preliminary Site Plan proposed a mixed use development consisting of 31 residential condominiums and 1 commercial condominium in a three story building with enclosed parking. The application for the

Town of Silverthorne  
Council Agenda Memorandum

Minor Subdivision and Final Site Plan for Rivers Edge Condominiums was submitted on July 14, 2015, and is currently under review.

**STAFF DISCUSSION:** Section 4-6-2 (e) states, *“No overlot grading, drainage work, parking lot construction, or other site improvements will be allowed, unless specifically provided for by the Town Council, without first obtaining approval of a site plan for the proposed use”*. Because Final Site Plan approval has not been granted for the Rivers Edge Condominiums development project, an approved SIA is required to be approved by Town Council for any site improvements. The proposed site improvements and utility line relocations are in accordance with the approved Preliminary Site Plan for Rivers Edge Condos, and are included as part of the Final Site Plan, which was submitted on July 14, 2015, and is currently under review.

The proposed SIA follows the format and general requirements of similar SIAs approved by the Town, which require that the applicant submit a bid and security for 150% of the cost of the improvements. The Town Attorney and Utilities Department have reviewed the SIA, and their comments have been incorporated into the document. The SIA will be recorded within 30 days of a decision by Town Council.

**STAFF RECOMMENDATION:** The Community Development Department recommends approval of the Site Improvements Agreement with 4<sup>th</sup> on 4<sup>th</sup>, LTD., to remove and reconstruct water and sewer lines on Lot 8R, Riverview Subdivision, Filing No. 2.

**PROPOSED MOTION:** *“I move to approve the Site Improvements Agreement with 4<sup>th</sup> on 4<sup>th</sup>, LTD., to remove and reconstruct water and sewer lines on Lot 8R, Riverview Subdivision, Filing No. 2.”*

**ALTERNATIVE MOTION:** No motion is necessary. The Site Improvements Agreement is not granted.

**EXHIBITS:**

Exhibit A: Project Narrative

Exhibit B: Site Improvements Agreement for Rivers Edge Condominiums

Exhibit C: Comments from the Utilities Department, dated July 14, 2015

**MANAGER’S COMMENTS:**

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*4th on 4th, Ltd.***Memorandum**

To: Lina Lesmes, Senior Planner  
From: Larry Feldman  
Date: July 15, 2015  
RE: SIA For Relocation of Silverthorne Water and Sewer at 421 Rainbow Drive

From the first moment we considered the development potential at 421 Rainbow Drive it became apparent that the Town Water and Sewer Lines along with a 4" PSCO gas line bisecting the property caused a substantial hurdle to good development. This led to approaching the Town to allow us to replace the 25 foot easement with 35 foot easement in which to relocate the water and sewer and request the same of PSCO at our sole expense. Following up Tetra Tech, on our behalf, has engineered a plan that we believe based on preliminary meetings the Town's Public Works and Engineering Departments will find acceptable.

The cost of this relocation will be approximately \$100,000.00 for which we will provide a FirstBank Letter of Credit in the amount of \$150,000.00 to assure that once begun there will be adequate money to complete the project. We are under contract and have paid PSCO for the relocation of their gas line to an offsite location.

I would like to point out that this relocation pertains to the property and is something that is not connected to approval of our development plan. Whether we implement and execute our development plan it makes sense to relocate the utilities. Anyone who developed this property would want the same and should have asked for this previously. Thus, we hereby request that Town Council approve the SIA ASAP so that we can begin this work in early August. This will provide the reality of a project getting underway and beginning the much sought after downtown Silverthorne redevelopment.



**TOWN OF SILVERTHORNE, COLORADO  
SITE IMPROVEMENTS AGREEMENT  
FOR  
RIVER'S EDGE CONDOMINIUMS**

THIS AGREEMENT is made and entered into as of the 22<sup>nd</sup> day of July, 2015, by and between 4TH ON 4TH, LTD., a Colorado limited liability company, whose address is P.O. Box 766, 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," and together referred to as "the Parties."

WITNESSETH:

WHEREAS, 4TH ON 4TH, LTD. is the owner of Lot 8R, Riverview Subdivision, Filing No. 2, according to the Plat recorded at reception No. 440827 in the Office of the Clerk and Recorder, Summit County Colorado and more fully described in **Exhibit A** attached hereto (hereinafter referred to as the "Property");

WHEREAS, Owner, according to detailed engineering plans submitted to Silverthorne and incorporated herein by reference, plans to remove certain water lines and sewer lines from an existing easement, and construct new water and sewer lines in a new easement for the benefit of Silverthorne (hereinafter referred to as "Improvements");

WHEREAS, as a condition of approval of this Agreement, certain improvements, which are more particularly described in **Exhibits B and C**, attached hereto, shall be constructed by Owner; 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.
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:** Quantities of Improvements and Cost Estimates.
  - c. **Exhibit C:** Wet Stamped Engineering plans and specifications prepared by Tetra Tech, 130 Ski Hill Road, Suite 140, Breckenridge, Colorado 80424, dated July 10, 2015 and 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 costs associated therewith. 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 Tetra Tech 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 (RE.), 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 of the Improvements, 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 \$146,178.00 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 completed Improvement items, 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.** 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. All Improvements must be completed, inspected, approved and accepted by Silverthorne prior to the issuance of Certificates of Occupancy for any building within the project.
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 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, the Improvements described in **Exhibit B and C** 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.
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 of 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 have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgement below of their execution of this Agreement, to be effective as of the day and year first written above.

TOWN OF SILVERTHORNE, a Colorado municipal

corporation  
Attest:

BY: \_\_\_\_\_  
Bruce Butler, Mayor

\_\_\_\_\_  
Michele Miller, Town Clerk

4TH ON 4TH, LTD.

By: \_\_\_\_\_  
Lawrence Feldman, Manager/Member

STATE OF COLORADO}  
} ss  
COUNTY OF SUMMIT}

Acknowledged before me this    day of                    by Lawrence Feldman, Manager/Member of 4TH ON 4TH, LTD, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

## **Exhibit A**

Lot 8R, a Replat of Lots 2 through 8 and Rainbow Drive, Riverview Subdivision, Filing No. 2, according to the Plat recorded at reception No. 440827 in the Office of the Clerk and Recorder, Summit County, Colorado.

## Exhibit B

### SITE IMPROVEMENTS AGREEMENT Improvements Quantities and Cost Estimates

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
<b>A. Public Infrastructure</b>				
1 8" PVC C-900 Water Main	LF	265	\$68.00	\$18,020.00
2 6" PVC C-900 Water Main	LF	76	\$62.00	\$4,712.00
3 Fire Hydrant Assembly	EA	3	\$10,500.00	\$31,500.00
4 8" Gate Valve	EA	1	\$1,900.00	\$1,900.00
5 10" Gate Valve	EA	2	\$2,100.00	\$4,200.00
6 12" PVC Sewer Main	LF	269	\$60.00	\$16,140.00
7 Sanitary Sewer Manholes	EA	3	\$3,500.00	\$10,500.00
8 Asphalt Replacement (3" Bike Path)	SF	1,960	\$2.00	\$3,920.00
9 Asphalt Replacement (5" Rainbow Drive)	SF	1,050	\$3.00	\$3,150.00
10 Concrete Curb & Gutter Replacement	LF	55	\$20.00	\$1,100.00
11 Concrete Sidewalk Replacement	SF	420	\$5.50	\$2,310.00
			<b>SUBTOTAL</b>	<b>\$97,452.00</b>

## **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 the Town of Silverthorne.

**Exhibit D**

**SITE IMPROVEMENTS AGREEMENT**  
**Form of Partial Release 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 River's Edge Condominiums dated \_\_\_\_\_, ("Site Improvements Agreement") by and between the Beneficiary and the Owner, 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:

EXHIBIT C



TO: Lina Lesmes, Senior Planner  
FROM: Zach Margolis, Utility Manager  
DATE: July 14, 2015  
SUBJECT: Utility Department Comments on River's Edge at Silverthorne Water Sewer Main Relocation Project.

The applicant has requested permission to relocate water and sewer mains on their property to facilitate the proposed River's Edge Condominiums construction project. We have worked closely with their design engineer and recommend approval of the Site Improvements Agreement and related Easement Agreement.

A new easement, "by separate document", is being provided where needed with the understanding that if the final plat is approved, it will vacate the existing easements and the new easement by separate document", and provide new easements for the water, sewer, well and pump station.

To clarify, the applicant is aware of our requirement that all new materials will be used for this construction project, and has clearly stated that as their intent.

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
Mark Leidal, AICP, Assistant Town Manager *ML*  
**FROM:** Lina Maria Lesmes, AICP, Senior Planner *LML*  
**DATE:** July 16, 2015, for meeting of July 22, 2015  
**SUBJECT:** Agreement with the Summit Housing Development Corporation (SHDC) for a Housing Buy Down Program.

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**SUMMARY:** The attached Agreement with the Summit Housing Development Corporation (SHDC) establishes the structure of a Housing Buy Down Program in Silverthorne. The SHDC, a branch of the Summit Combined Housing Authority, was created for purposes that include developing and selling attainable housing units in Summit County. The Agreement provides definitions, establishes the roles and obligations of the Town and the SHDC, and details other legal parameters. The Agreement is modeled after the Town of Breckenridge's Agreement with the SHDC for the establishment of their Housing Buy Down Program.

**PREVIOUS COUNCIL ACTION:** In 2013, Town Council contributed funds for the creation of the 2013 Summit County Workforce Housing Needs Assessment. The Needs Assessment recommended creating Housing Buy Down Programs as one strategy to preserve workforce housing by placing deed restrictions on existing free market units, thereby guarantying their affordability in perpetuity.

On February 25, 2015, Staff presented to Town Council three models for Housing Buy Down Programs, the Summit County Buy-Down Strategy, and details of the Town of Breckenridge's Housing Buy Down Program. Town Council directed Staff to follow the format that has been established by the Town of Breckenridge and the SHDC to jointly administer the Breckenridge Housing Buy Down Program via a *'Buy Down Agreement'* and a *'Property Management Agreement'*. Although Town Council does not anticipate utilizing the Silverthorne Housing Buy Down Program to provide a significant number of workforce housing units, Council does prefer to have the structure of such a program in place as one aspect of a broader Town of Silverthorne Housing Program.

**STAFF DISCUSSION:** The Agreement between the Town and the SHDC for a Housing Buy Down Program can be generally summarized as follows:

- A Buy-Down may be accomplished in three ways:
  1. Purchase/Sell – Through SHDC, the Town purchases a housing unit, completes needed repairs, deed restricts the unit, and re-sells it at a price determined to be affordable to a targeted AMI. As an alternative to this model, the Town retains ownership of the unit, and rents it.
  2. Provide Subsidy – The Town develops criteria for buy down units, and interested homeowners find homes to purchase that meet the criteria. Through SHDC, the Town then provides a monetary subsidy based on the buyer's AMI, in exchange for placing a deed restriction on the unit.

Town of Silverthorne  
Council Agenda Memorandum

3. Purchase Deed Restriction – Through SHDC, the Town pays a homeowner to deed restrict their existing home without the sale of the home. Subsidy is based on the value of the home before and after the deed restriction, and the type of deed restriction that is put in place.
- The Town determines all parameters associated the acquisition of a Buy-Down Unit, the level of subsidy provided, and the appropriate deed restriction.
  - The Town provides and keeps the funds associated with the purchase, sale, or maintenance of a Buy-Down Unit.
  - On behalf of the Town, the SHDC purchases a Buy-Down Unit, provides a subsidy, executes a deed restriction, rehabilitates, maintains, and sells the Buy-Down Unit.
  - The Town reimburses SHDC for all costs associated with the operation of the Housing Buy Down Program.

The Town Attorney and the Executive Director of the Summit Housing Development Corporation (Jennifer Kermode) have reviewed the Agreement, and their comments have been incorporated into the document.

**STAFF RECOMMENDATION:** The Community Development Department recommends approval of the Agreement between the Town of Silverthorne and the Summit Housing Development Corporation for a Housing Buy Down Program.

**PROPOSED MOTION:** *“I move to approve the Agreement between the Town of Silverthorne and the Summit Housing Development Corporation for a Housing Buy Down Program.”*

**ALTERNATIVE MOTION:** No motion is necessary. The Agreement is not granted.

**EXHIBITS:**

Exhibit A: Agreement between the Town of Silverthorne and the Summit Housing Development Corporation for a Housing Buy Down Program.

**MANAGER’S COMMENTS:**

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**AGREEMENT BETWEEN THE TOWN OF SILVERTHORNE AND THE SUMMIT  
HOUSING DEVELOPMENT CORPORATION FOR A  
HOUSING BUY-DOWN PROGRAM**

THIS AGREEMENT is dated \_\_\_\_\_, 2015 (the "Effective Date"), by and between the TOWN OF SILVERTHORNE, a Colorado municipal corporation (the "Town"), and SUMMIT HOUSING DEVELOPMENT CORPORATION ("SHDC"), a Colorado nonprofit corporation (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town lacks sufficient attainable housing (also referred to as "affordable housing") for its workforce;

WHEREAS, the development of an adequate supply of attainable housing within the Town is a top priority of the Silverthorne Town Council;

WHEREAS, in an effort to address the lack of sufficient attainable housing, the Town Council developed a Strategic Housing Plan in 2008, which suggested "Buy-Downs" as one tool to achieve the goals of the Plan;

WHEREAS, the SHDC was created for purposes that include developing and selling of attainable housing units in Summit County, Colorado;

WHEREAS, the Town wishes to create a Housing Buy-Down Program for the purpose of providing more attainable housing for the citizens of the Town; and

WHEREAS, the Town and SHDC wish to jointly administer such Housing Buy-Down Program.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall be defined:

a. Acceptable Deed Restriction: A restrictive covenant acceptable in form and substance to the Town (in its sole discretion) providing long-term assurance that the Buy-Down Unit encumbered by the covenant will be used only as a residence by members of a targeted economic group specifically identified by the Town and described in the covenant.

b. Act: The Colorado Governmental Immunity Act (C.R.S. § 24-10-101, *et seq.*), as amended.

c. Buy-Down: A method of placing an Acceptable Deed Restriction on a Buy-Down Unit so that it will be made available on a long-term basis for use as

attainable housing only by members of a targeted economic group determined by the Town. A Buy-Down may be accomplished in several ways, including without limitation:

i. SHDC taking title to the Buy-Down Unit, completing any necessary repairs to the Buy-Down Unit, placing an Acceptable Deed Restriction on the Buy-Down Unit, and then reselling the Buy-Down Unit to a qualified buyer upon terms that are acceptable to the Town in its sole discretion;

ii. SHDC providing a monetary subsidy to a seller or buyer (with funds provided by the Town) in conjunction with the purchase or sale of a Buy-Down Unit in return for the seller or buyer agreeing to place an Acceptable Deed Restriction on the Buy-Down Unit; or

iii. SHDC paying (with funds provided by the Town) a Buy-Down Unit owner to voluntarily place an Acceptable Deed Restriction on the owner's Buy-Down Unit.

d. Buy-Down Unit: A lot, tract, parcel, condominium, townhome, or other interest in real property that the Town determines to be appropriate for inclusion in the Housing Buy-Down Program.

e. Housing Buy-Down Program: The process of either:

i. Acquiring and reselling Buy-Down Units as described in this Agreement; or

ii. Paying subsidies to Buy-Down Unit owners in return for the owner placing an Acceptable Deed Restriction on the Buy-Down Unit.

## 2. Rights and Obligations of the Town.

a. In connection with the Buy-Down Program, the Town has the right in its sole and subjective discretion to:

i. Define from time to time during the term of this Agreement the scope and programming of the Housing Buy-Down Program, and to manage the Housing Buy-Down Program without SHDC's interference.

ii. Identify those Buy-Down units that are to be included in the Housing Buy-Down Program.

iii. Determine the timing of acquisition and sale of Buy-Down Units.

iv. Determine which Buy-Down Units to subsidize, and the amount of each subsidy.

v. Determine the appropriate form of Acceptable Deed Restriction for each Buy-Down Units, including, but not limited to, the applicable AMI and other target group identifiers.

vi. Own the proceeds of the sale of the Buy-Down Units.

vii. Determine how the proceeds of the sale of the Buy-Down Units will be used.

viii. Determine in its discretion how Buy-Down Units will be used (sale or rented), and the terms and conditions of sale or rental including, but not limited to, defining applicable AMI targets. Such right includes the right to review and approve any agreement entered into by SHDC with respect to a Buy-Down Unit.

ix. Inspect and copy all records kept and maintained by SHDC with respect to the Housing Buy-Down Program. The Town also has the right, at its expense, to audit SHDC's records kept and maintained with respect to the Housing Buy-Down Program.

b. In connection with the Housing Buy-Down Program, the Town shall:

i. Provide in a timely manner all funding required by SHDC to purchase a Buy-Down Unit.

ii. Provide in a timely manner all funding required by SHDC to provide the agreed subsidies to sellers or buyers of Buy-Down Units.

iii. Provide the appropriate form of Acceptable Deed Restriction when required, and the obligation to execute such Acceptable Deed Restriction.

iv. Pay or reimburse SHDC, on an agreed upon payment schedule, for all reasonable expenses associated with the ownership, maintenance, and upkeep of the Buy-Down Units, including without limitation any costs of necessary rehabilitation of the Buy-Down Unit, management costs associated with the Buy-Down Unit, casualty insurance for the Buy-Down Unit, utilities for the Buy Down Unit, homeowner association fees associated with the Buy-Down Unit, and reasonable carrying costs.

v. Pay or reimburse SHDC in a timely manner for all funding required by SHDC to sell a Buy-Down Unit.

vi. Take such further action as may be reasonably requested by SHDC to implement the Housing Buy-Down Program.

c. The Town may, but is not required to, contract with the Summit Combined Housing Authority for services related to Buy-Down Units (including without limitation sales service, and income and employment qualifications).

d. In determining which Buy-Down Units to acquire or subsidize, the Town will consider the Summit County Buy-Down Strategy, dated March 23, 2011, as amended, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; provided, however, that the Town is not required to follow the Summit County Buy-Down Strategy.

3. Rights and Obligations of SHDC.

a. In connection with the Housing Buy-Down Program SHDC has the right to receive payment from the Town as required by this Agreement.

b. In connection with the Housing Buy-Down Program SHDC shall:

i. Purchase as and when directed by the Town (with funds provided by the Town) a Buy-Down Unit.

ii. Pay as and when directed by the Town (with funds provided by the Town) subsidies provided by the Town in connection with the Housing Buy-Down Program.

iii. Provide all required maintenance and upkeep of a Buy-Down Unit (with funds provide by the Town) as and when directed by the Town.

iv. Obtain and maintain throughout SHDC's ownership of a Buy-Down Unit property and casualty insurance in amounts and with insurers acceptable to the Town.

v. Maintain accurate accounting records acceptable to the Town with respect to each Buy-Down Unit, and make such records available for the Town's inspection and copying.

vi. Execute an Acceptable Deed Restriction for a Buy-Down Unit as and when directed by the Town.

vii. Provide the Town with an annual written account summary of the Housing Buy-Down Program.

viii. Take such further action (with funds provided by the Town ) as may be reasonably requested by the Town to implement the Housing Buy-Down Program.

4. Term; Termination; Winding Up.

a. The term of this Agreement commences on the Effective Date and continues until terminated as provided in this Agreement.

b. Either Party may terminate this Agreement without cause and without liability for breach of this Agreement, by giving the other Party written notice of termination at least 60 days prior to the effective date of termination.

c. Following termination, the Parties shall continue to work cooperatively, expeditiously, and in good faith to wind up all matters related to the Housing Buy-Down Program.

d. In connection with the winding up of this Agreement, SHDC shall, upon the Town's request, convey to the Town all Buy-Down Units then owned by SHDC in connection with the Housing Buy-Down Program. This obligation on the part of SHDC is specifically enforceable by the Town.

5. Hold Harmless. The Parties hereby hold each other harmless from any liability associated with this Agreement.

6. Town's Required Insurance.

a. The Town shall procure and maintain the following minimum insurance coverages continuously throughout the term of this Agreement:

i. Worker's Compensation Insurance as required by law.

ii. Comprehensive General Liability Insurance with limits of liability not less than the limits of liability for Colorado municipalities provided in the Act. The policy must be applicable to all premises and operations. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee's acts), blanket contractual, products, and completed operations.

b. Such insurance coverages will be procured and maintained with forms and insurers acceptable to SHDC. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Town under this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverages.

c. The Town's Comprehensive General Liability insurance policy shall be endorsed to include SHDC as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by SHDC will be excess and not contributory insurance to that provided by the Town. The Town will be solely responsible for any deductible losses under any policy required above.

d. Upon request, the Town shall provide SHDC with a certificate of insurance evidencing the coverages required herein.

7. SHDC's Required Insurance.

a. SHDC shall procure and maintain the following minimum insurance coverages continuously throughout the term of this Agreement:

i. Worker's Compensation Insurance as required by law.

ii. Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 combined single limits. The policy must be applicable to all premises and operations. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee's acts), blanket contractual, products, and completed operations.

b. Such insurance coverages will be procured and maintained with forms and insurers acceptable to the Town. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Town pursuant this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverages. The Town will reimburse SHDC for the cost of procuring the insurance policies required by this Section.

c. SHDC's Comprehensive General Liability Insurance policy shall be endorsed to include the Town as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of which the Town is a member, will be excess and not contributory insurance to that provided by SHDC. SHDC will be solely responsible for any deductible losses under any policy required above.

d. Upon request, the SHDC shall provide the Town with a certificate of insurance evidencing the coverages required herein.

8. Governmental Immunity. In entering into this Agreement the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Act, or any other limitation, right, immunity or protection otherwise available to the Town, its officers or employees.

9. Annual Appropriation. Financial obligations of the Town under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council. The Town's obligations under this Agreement are not a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

10. Notices. All notices required by this Agreement shall be in writing, and shall be personally delivered, or sent by first class mail, addressed as follows:

To TOWN: Assistant Town Manager  
TOWN OF SILVERTHORNE  
PO Box 1309  
Silverthorne, CO 80498  
(970) 262-7300

To SHDC: Executive Director  
Summit Housing Development Corporation  
PO Box 188  
Breckenridge, CO 80424  
(970) 423-7043

11. Miscellaneous.

a. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party.

b. Waiver. The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

c. Modification. This Agreement may be modified or amended only by a duly authorized written instrument signed by the Parties. Oral modifications to this Agreement are not permitted.

d. No Partnership. The Town is not a partner, associate, or joint venturer of SHDC in the conduct of SHDC's business, and SHDC is not a partner, associate, or joint venturer of the Town in the conduct of the Town's business.

e. Third Parties. There are no third party beneficiaries of this Agreement.

f. Severability. If any of the provisions of this Agreement are determined by a final, non-appealable order of a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected by such determination.

g. Entire Agreement. This Agreement is the complete agreement and understanding between the Parties concerning the Housing Buy-Down Program, and supersedes any prior agreement or understanding relating to the Housing Buy-Down Program.

h. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF SILVERTHORNE**

\_\_\_\_\_  
Bruce Butler, Mayor

ATTEST:

\_\_\_\_\_  
Michele Miller, Town Clerk

**SUMMIT HOUSING DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Executive Director

**COUNTY BUY-DOWN STRATEGY**

**Criteria Suggestions**

**1. General Criteria**

- a. Location – frequently is most important factor
  - i. Preferred units will be close to transportation routes
  - ii. Preferred units will be close to employment centers
  - iii. Preferred units will be close to consumer services
- b. Unit Size and Bedroom Count
  - i. Unit size should follow minimum square footages as listed in County Code Section 3809.02 (see attached)
  - ii. Bedroom count – should consider what makes up an adequate mix in any particular area, example: to avoid all studios in the Keystone area
- c. Establishing initial sales price to consumer
  - i. Most likely all units will be starter homes – condos; townhomes; smaller, older single family homes
  - ii. Cash subsidies work best at units priced 80-100% AMI (and this is where tax dollars into housing should go)
  - iii. Should look to price at 80% wherever possible, and income test to 100% AMI
- d. Property Condition
  - i. All units should meet minimum health and safety standards of local municipality
  - ii. SCHA should complete a Health & Safety Minimum (HSM) report on prospective properties prior to County offer to purchase on a fee basis
  - iii. County should order a qualified home inspection during contract stage
    - 1. Home inspection should give life expectancy of all appliances, heating, plumbing and electrical systems
  - iv. Minimum life expectancy of appliances, heating, plumbing and electrical systems should be not less than 10 years, or applicable systems should be repaired/replaced prior to sale to consumer
  - v. All appliances should meet minimum energy efficiency levels of Energy Star, or as set forth by local building code
  - vi. Age of unit should be considered when condition is average to poor
- e. Livability of Units
  - i. Consideration must be made for long-term livability for occupants
    - 1. Multifamily buildings – what floor unit is on and accessibility
    - 2. Windows/natural light
    - 3. Storage space inside and outside of unit
    - 4. Outdoor living opportunities
    - 5. Average cost of utilities

- ii. No history of drug-related activity
- iii. Evidence of tobacco use within the unit should be eliminated prior to sale to consumer
- f. HOA Community
  - i. Properties under consideration should be located in a locals neighborhood
  - ii. HOA dues levels
    - 1. Maximums should be \$300/mo with utilities included; \$225/mo if utilities are not included
    - 2. Avoid complexes with large number of amenities and/or expensive amenities to keep monthly dues down
    - 3. HOA documents should state that dues are based on square footage of each unit in relation to the total square footage of all units
  - iii. Due diligence should include lender consultation to make certain unit is acceptable to lenders
  - iv. Due diligence should include in-depth review of all HOA Declarations, by-Laws and Rules & Regulations, as well as review of the community management association
  - v. HOA Budget should be carefully reviewed
    - 1. Sufficient reserves should be in place to cover items in replacement plan for next 5-10 years
    - 2. Replacement plan should be reasonable to avoid unnecessary emergency expenditures
  - vi. Hosing neighbors should not be allowed
- g. Subsidy levels
  - i. County should select units that require subsidy of  $\leq 20\%$  of purchase price to obtain unit
  - ii. SCHA should assist the County in developing a process that maximizes leveraging of County funds by funding only the subsidy portion, not the purchase price, of a selected unit
- 2. Other Considerations
  - a. Employer-owned units
    - i. Where appropriate, employers may be allowed to purchase a subsidized unit for rent to their local workforce
    - ii. Maximum household size should be set at  $\leq 1.5$  persons/bedroom
    - iii. Limitations on length of vacancy should be defined
    - iv. Minimum lease term to local workforce should be 6 months
    - v. Maximum rents should be established at time of purchase by employer
      - 1. Dependent upon employer wage levels, targeted employees
      - 2. Implement approved mechanism to allow rent restrictions (reference CRS 38.12.

- b. Lender guideline compliance
    - i. Units that do not meet lending criteria for occupancy, square footage, budget, or other factors should be eliminated from selection
    - ii. HOAs that allow first right of refusal should be eliminated from selection
  - c. Special Assessments
    - i. HOAs facing imminent special assessments should be eliminated from selection
    - ii. HOAs anticipating special assessments in the next 5 years should be considered with caution
    - iii. Special Assessments should only be included in resale calculations when they are assessed for health and/or safety issues
    - iv. The SCHA Rehab Loan guidelines should be used when evaluating a property with anticipated special assessments
  - d. Deed Restrictions
    - i. The deed restriction template as approved by the SCHA should be used to permanently protect the unit
    - ii. The template should be modified on a case-by-case basis as determined by the County and SCHA
    - iii. Other existing deed restrictions in the HOA should be reviewed to avoid conflicts when restricting proposed unit
3. Property Task Force
- a. The SCHA will establish a task force comprised of interested Advisory Board members to work collaboratively with the County and SCHA staff to:
    - i. Define a variety of sources to obtain candidate property information
    - ii. Provide options on how best to leverage County funds for candidate properties
    - iii. Utilize a checklist provided by SCHA to evaluate candidate properties
    - iv. Establish a regular system for performing these tasks and measuring performance standards

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Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
Mark Leidal, AICP, Assistant Town Manager *ML*  
**FROM:** Lina Maria Lesmes, AICP, Senior Planner *LML*  
**DATE:** July 16, 2015, for meeting of July 22, 2015  
**SUBJECT:** Agreement with the Summit Housing Development Corporation (SHDC) for Property Management Services Associated with the Housing Buy Down Program.

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**SUMMARY:** As part of the Housing Buy-Down Program, the Town may acquire residential dwelling units that may be offered as rental units to the workforce. The attached Agreement with the Summit Housing Development Corporation (SHDC) is a contract for property management services associated with the rental of any unit in the Housing Buy-Down Program. The Agreement is modeled after the Town of Breckenridge's Agreement with the SHDC for the property management services associated with their Housing Buy-Down Program.

**PREVIOUS COUNCIL ACTION:** In 2013, Town Council contributed funds for the creation of the 2013 Summit County Workforce Housing Needs Assessment. The Needs Assessment recommended creating Housing Buy-Down Programs as one strategy to preserve workforce housing by placing deed restrictions on existing free market units, thereby guarantying their affordability in perpetuity.

On February 25, 2015, Staff presented to Town Council three models for Housing Buy-Down Programs, the Summit County Buy-Down Strategy, and details of the Town of Breckenridge's Housing Buy-Down Program. Town Council directed Staff to follow the format that has been established by the Town of Breckenridge and the SHDC to jointly administer the Breckenridge Housing Buy-Down Program via a *'Buy-Down Agreement'* and a *'Property Management Agreement'*. Although Town Council does not anticipate utilizing the Silverthorne Housing Buy-Down Program to provide a significant number of workforce housing units, Council does prefer to have the structure of such a program in place as one aspect of a broader Town of Silverthorne Housing Program.

**STAFF DISCUSSION:** The Agreement between the Town and the SHDC for a Property Management Services associated with the Housing Buy-Down Program can be generally summarized as follows:

- On behalf of the Town, SHDC selects tenants for rental units, and leases units for a minimum of 6 months each. Tenants must work in Summit County a minimum of 30 hours per week, and earn a maximum income of 100% AMI.
- SHDC collects security deposits and provides routine maintenance.
- SHDC pays for all expenses related to the rental units with rental proceeds, or with funds provided by the Town when revenues are not sufficient to cover expenses.
- SHDC provides an annual summary of the Housing Buy-Down Program, and quarterly reports on each rental unit.

Town of Silverthorne  
Council Agenda Memorandum

- The Town compensates SHDC for its property management services an amount equal to 15% of the total gross monthly rent of a rental unit.
- The Town provides any funding required to pay for expenses related to the management of a rental unit when the expenses exceed the revenue generated by the rental revenue.

The Town Attorney and the Executive Director of the Summit Housing Development Corporation (Jennifer Kermode) have reviewed the Agreement, and their comments have been incorporated into the document.

**STAFF RECOMMENDATION:** The Community Development Department recommends approval of the Agreement between the Town of Silverthorne and the Summit Housing Development Corporation for Property Management Services associated with the Housing Buy-Down Program.

**PROPOSED MOTION:** *"I move to approve the Agreement between the Town of Silverthorne and the Summit Housing Development Corporation for Property Management Services Associated with the Housing Buy-Down Program."*

**ALTERNATIVE MOTION:** No motion is necessary. The Agreement is not granted.

**EXHIBITS:**

Exhibit A: Agreement between the Town of Silverthorne and the Summit Housing Development Corporation for Property Management Services Associated with the Housing Buy Down Program.

**MANAGER'S COMMENTS:**

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## EXHIBIT A

### AGREEMENT BETWEEN THE TOWN OF SILVERTHORNE AND THE SUMMIT HOUSING DEVELOPMENT CORPORATION FOR PROPERTY MANAGEMENT SERVICES ASSOCIATED WITH THE HOUSING BUY-DOWN PROGRAM

THIS AGREEMENT is dated \_\_\_\_\_, 2015 (the "Effective Date"), by and between the TOWN OF SILVERTHORNE a Colorado municipal corporation (the "Town"), and SUMMIT HOUSING DEVELOPMENT CORPORATION ("SHDC"), a Colorado nonprofit corporation (each individually a "Party" and collectively, the "Parties").

WHEREAS, as part of the Housing Buy-Down Program, the Town may acquire residential dwelling units (also referred to as "Buy-Down Units") that may be offered as rental units to its workforce;

WHEREAS, the SHDC was created for purposes that include developing and selling of attainable housing units in Summit County, Colorado;

WHEREAS, the SHDC has the knowledge, experience, staffing, and capabilities to provide management services for the Town's rental units; and

WHEREAS, the Town wishes to engage SHDC to provide property management services for its rental units, and SHDC is willing to provide such property management services, all as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Term; Termination

a. The initial term of this Agreement commences on the Effective Date and ends, subject to earlier termination as hereinafter provided, on December 31, 2015.

b. On December 31, 2015, and on each subsequent December 31<sup>st</sup> thereafter, this Agreement will be automatically renewed for successive terms of one year each until such time as either the Town or SHDC terminates this Agreement.

c. Notwithstanding the foregoing, either Party may terminate this Agreement, without cause and without liability for breach, upon not less than 30 days' prior written notice.

2. Identification of Rental Units; Changes. The rental units owned by the Town that are subject to this Agreement are described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Rental Units"). The enumeration of the Rental Units may be modified by the Parties during the term of this Agreement to reflect the Town's acquisition of additional rental properties, or the sale or other disposition of the Rental Units for any reason. Any modification of the enumeration of the Rental

Units must be in writing and signed by both the Town and SHDC.

3. General Grant of Authority. In accordance with, and subject to the terms and conditions of this Agreement, the Town grants SHDC full power and authority to do the following in relation to the Rental Units: marketing, leasing, communicating with the tenants, collecting rent, late charges, security deposits and other allowed charges, arranging for and supervising the maintenance and necessary repairs, tracking expenses, making payments, and general management.

4. SHDC's Specific Duties. Without limiting the general powers and authority described in Section 4, SHDC will perform the following specific duties for the Town.

a. Tenant Qualifications and Requirements.

i. SHDC shall use reasonable and ordinary care in the selection of Tenants for the Rental Units ("Tenants").

ii. The Rental Units are intended only for local workforce housing. Unless approved in writing in advance by the Town, all Tenants must earn their living working in Summit County a minimum of 30 hours per week. For the first two weeks that the unit is made available to rent, Town employees will be given priority to rent the Rental Units.

iii. SHDC shall require a \$50 application fee to be paid by each Tenant to cover mandatory credit and CBI check.

iv. SHDC shall collect information from Tenants regarding their place of employment and income, and shall income test all Tenants at time of initial lease. The maximum income is 100% Area Median Income based on household size.

v. SHDC shall provide the Town with an annual written account summary of the Housing Buy-Down Program.

vi. SHDC shall take such further action (with funds provided by the Town) as may be reasonably requested by the Town to implement the Housing Buy-Down Program.

b. Rental Rates.

i. Rental rates for the Rental Units will be recommended by SHDC and established by the Town. The goal is to target 80% AMI for rental rate while maintaining rates that are consistent with rent for other units in same complex.

ii. SHDC is not required to advertise rental rates.

c. Leases.

i. SHDC shall use a standard rental lease form that is acceptable to the Town (the "Lease").

ii. The minimum term of a Lease shall be at least 6 months.

iii. Smoking is prohibited in the Rental Units, and notice of this prohibition shall be conspicuously posted by SHDC in each Rental Unit.

iv. If the Leases are executed by SHDC in its own name, upon the termination of this Agreement, SHDC shall assign all Leases for the Rental Units to the Town.

d. Collection of Rent.

i. SHDC shall use such means as are ordinary and customary to collect or attempt to collect any rent from any Tenant of the Rental Units.

ii. If legal action is necessary to obtain judgment for possession of a Rental Unit, delinquent rent, or damages to a Rental Unit, SHDC may request authorization from the Town to commence legal action. If the Town authorizes such legal action, the Town shall reimburse SHDC for reasonable legal fees and costs incurred.

e. Security Deposits.

i. SHDC shall collect a minimum amount equal to one month's rent as a security deposit from each Tenant.

ii. The security deposits shall be segregated and maintained in the Property Account (as defined below) until disbursed pursuant to this Section. Any interest accruing on the security deposits will be credited to the Property Account.

iii. SHDC shall comply with the Lease and Colorado law with respect to the return of the security deposits. However, SHDC shall not return a security deposit to a Tenant without first consulting with the Town's representative. Should SHDC and the Town disagree on the amount of security deposit to be refunded to a Tenant, SHDC may forward the full amount to Town within 5 days of the notice of dispute. As of mailing, SHDC will have no further obligation or liability concerning the security deposit.

iv. Should this Agreement terminate while an existing Tenant's security deposit is in SHDC's possession, SHDC shall forward the security deposit to Town within 10 days. As of mailing, SHDC will have no further obligation or liability concerning the security deposit.

f. Utilities and Insurance.

i. Tenants must set up accounts for Xcel, internet, cable, etc. (any utilities that are not covered in the HOA dues which will be paid by SHDC).

ii. SHDC shall require third party notification on utilities and written evidence of Tenant's insurance from each Tenant prior to occupancy.

g. Maintenance. SHDC shall cause to be performed such maintenance of the Rental Units as is reasonable and necessary for the safety of the Tenants and the preservation of the Rental Units. Except in the case of a *bona fide* emergency involving the threat of immediate loss of life or property, SHDC must obtain prior approval of all repairs from the Town's representative. In a *bona fide* emergency, as reasonably determined by SHDC, the Town authorizes SHDC to make such expenditures as necessary to address the emergency situation without prior authorization. The Town will reimburse SHDC for the reasonable cost of any repairs or maintenance performed to any of the Rental Units.

h. Property Fund; Accounting and Reporting Requirements.

i. SHDC shall establish and maintain a designated account for all funds related to the Rental Units ("Property Account"). The Property Account shall be segregated from SHDC's other funds, and will not be commingled. All funds collected by SHDC with respect to the Rental Units shall be deposited into the Property Account, and all expenses or other charges, including without limitation SHDC's fee, shall be paid out of the Property Account.

ii. SHDC shall provide financial reports as requested by the Town that will account for all Town funds, rental revenue, other revenue, and all expenses related to each Rental Unit.

iii. SHDC shall pay all expenses related to each Rental Units (including HOA dues) with rental proceeds or from funds provided by the Town for that Rental Unit, and shall notify the Town when revenues are not sufficient to cover expenses.

iv. SHDC shall furnish the Town a quarterly accounting report, in such form as the Town may reasonably require, accurately listing the receipts and expenditures with respect to each Rental Unit, together with occupancy rates, Tenant incomes, Tenant employment data, and such other information as the Town may require. Within 30 days of termination of this Agreement for any reason, SHDC shall furnish the Town with a final accounting.

i. Miscellaneous.

i. SHDC shall establish emergency contact numbers/contacts for each Rental Unit with phone numbers, and post this information in each Rental Unit.

ii. The Town shall consider a possible lease-to-own arrangement on a case-by-case basis.

5. Compensation to SHDC. As compensation for its services rendered under this Agreement, the Town shall pay to SHDC an amount equal to 15% of the total gross monthly rental for the Rental Units actually collected by SHDC. The fee will be deducted quarterly from the designated Property Account.

6. Town's Funding Obligation. The Town shall provide to SHDC any funding required to pay expenses related to the management of the Rental Units when the expenses exceed the revenue generated by rental revenue. It is expressly agreed that nothing in this Agreement requires SHDC to advance any of its own monies for any purpose whatsoever.

7. Hold Harmless. The Parties hereby hold each other harmless from any liability associated with this Agreement.

8. Nondiscrimination. SHDC shall not discriminate unlawfully against any prospective Tenant because of race, creed, color, sex, sexual orientation, marital status, national origin, familial status, physical or mental handicap, religion or ancestry of such person.

9. Communications. All communications relating to this Agreement shall be exchanged between the designated representatives of the Parties. The initial Town representative is Mark Leidal, and the initial representative of SHDC is Jennifer Kermode. Each Party shall promptly notify the other Party of any replacement representative.

10. Governmental Immunity. The Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or any other limitation, right immunity or protection otherwise available to the Town its officers or employees.

11. Assignment. This Agreement is for personal services predicated upon SHDC's special abilities or knowledge. SHDC may not assign this Agreement in whole or in part without the prior written consent of the Town, which consent may be granted, withheld, or conditionally approved in the Town's sole and absolute discretion.

12. Annual Appropriation. Notwithstanding anything herein contained to the contrary, the Town's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town Council. The Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

13. Notices. All notices required by this Agreement shall be in writing, and shall be personally delivered, or sent by first class mail, addressed as follows:

To TOWN: Assistant Town Manager  
TOWN OF SILVERTHORNE  
PO Box 1309  
Silverthorne, CO 80498  
(970) 262-7300

To SHDC: Executive Director  
Summit Housing Development Corporation  
PO Box 188  
Breckenridge, CO 80424  
(970) 423-7043

14. Miscellaneous.

a. Waiver. The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

b. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto. Oral modifications to this Agreement are not permitted.

c. Third Parties. There are no third party beneficiaries of this Agreement.

d. Severability. If one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement and the application hereof is not in any way to be affected or impaired thereby.

e. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

f. Binding Effect. This Agreement is binding upon, and inures to the benefit of the Parties, and their respective successors governing bodies.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF SILVERTHORNE**

\_\_\_\_\_  
Bruce Butler, Mayor

ATTEST:

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Michele Miller, Town Clerk

SUMMIT HOUSING DEVELOPMENT  
CORPORATION

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Executive Director

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# **Town of Silverthorne Economic Development Advisory Committee Meeting Minutes Tuesday, July 7, 2015**

**1. Lunch – 11:45 a.m.**

**2. Call to Order – 12:05 noon**

In attendance: Eddie O'Brien, Warren Buettner, Brian Edney, Jayne Esser, Ken Gansmann, Marc Hogan, Mike Shambarger, Colleen Meheen, Council Members: Bruce Butler, Ann Marie Sandquist, Russ Camp. Staff Members: Ryan Hyland, Mark Leidal, Donna Braun, Joanne Cook, Blair McGary, Susan Schulman. Guest Janesse Brewer from 23.4 Degrees.

**3. Approval of Minutes from May 5, 2015**

Les Boeckl made a motion to approve the minutes, Bruce Butler second. Motion approved.

**4. EDAC Membership Updates:** Four members have reached their term limits. Seth Lyons is relocating to Missouri to pursue a new business opportunity; Warren Buettner, Brian Edney, and Michael Shambarger have indicated their desire to return to EDAC for additional terms. Interviews will be held tonight for two interested candidates: Linda Hrycaj and Rob Murphy.

**5. Lake Dillon Theatre Company Partnership Update:** Semple Brown has been hired as the design firm; thanks to Town Council for their assistance with and participation in the interviews. At an event on March 18, 2015 a public announcement was made about the partnership between the Lake Dillon Theatre Company and the Town of Silverthorne. At that event, the Theater unveiled their upcoming season and formally announced their fundraising campaign. Already, \$1.5 million has been pledged. March 2017 is the scheduled opening of the theater in Silverthorne; currently, youth summer programming is taking place in Silverthorne, thanks to The Outlets at Silverthorne for finding space for the LDTC.

**6. Art and Culture Strategic Plan Update:** 23.4 Degrees has been hired as the consultant for the Art and Culture Strategic Plan. Janesse Brewer from 23.4 Degrees announced that a plan should be in place in December 2015. She discussed ways community members can be involved. She wants EDAC to be involved in the strategic plan and announced various time commitments and future event/meeting dates. Community outreach for various committee leadership has begun.

**7. Town Marketing:** Council/Staff, with the assistance of EDAC, agrees with developing an RFP to hire a consultant for a Marketing Strategic Plan.

**8. 2015 EDAC Goal Updates:**

**2014 Comprehensive Plan Follow Ups & District Design Standards** – Mark reports moving forward updates to the district design standards, thanks to EDAC member participation. Rezoning along the River will make Silverthorne more attractive to developers. Having the right uses in the right places, primarily in Town Core, is important so everyone has the same vision. Updates are being well received.

**Retail Subcommittee & Dillon Joint Marketing –**

Retail Subcommittee – New Town tenants include Angry James Brewery, Marshalls, Starbucks. Colorado Tech Tour is visiting Fin Doyle’s solar site, which was the goal of the site.

Dillon Joint Marketing – discussions with Dillon Business Association and Town of Dillon. Blair reported on Silverthorne’s Summit Daily News partnership, which is leading to a Silverthorne page on Summit Daily News website.

**Development Requirements – Competitiveness Review –** Mayor Butler would like to make sure that we are being competitive in marketing and planning department.

**10. Staff Updates**

Donna Braun reported that sales tax is up 8.22 % on the year through April, 2015. The Town continues to see sales tax grow and has met the 2015 budget for building related sector already.

Mark Leidal reported that South Maryland Creek Ranch received final approval from Council. The site plan for the entire project has been submitted, SMCR would like to start working on infrastructure this year.

Ryan – This summer’s Farmer’s Market is up and running and is being coordinated by Pavilion staff this year. There are more vendors than last year; vendors are required sell hand-made and hand-grown products. Regarding the Snowball Festival, Denver Water said no to the location by the Dillon Reservoir.

**10. Adjourn – 1:30 p.m.**

**9. Next EDAC Meeting Date:** September 1, 2015



DRAFT

**TOWN OF SILVERTHORNE  
PLANNING COMMISSION MEETING MINUTES  
JULY 14, 2015 – 6:00 P.M.**

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**1. CALL TO ORDER** – The meeting was called to order at 6:00 p.m., on June 14, 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: Susan Byers, Jenny Gloudemans, Stan Katz, Robert Kieber, Donna Pacetti, and Tanya Shattuck. Brian Wray was absent. Staff attending tonight's meeting included: Matt Gennett, Planning Manager, Greg Roy, Planner I, Matt Mire, Town Attorney, and Melody Hillis, Administrative Assistant.

**3. CONSENT CALENDAR** – Stan Katz made a motion to approve the June 30, 2015, Planning Commission minutes. Tanya Shattuck seconded. The motion was approved by a vote of six to zero (6-0). Brian Wray was absent.

**4. CITIZEN'S COMMENTS:**

Jim Headley - Would like the Town to consider changing the EQR rate for accessory apartments and single family residences, feels that the current assessed EQR rate is too high. Also, would like the Town to reconsider allowing chicken coops.

Robert Kieber - Mr. Headley's comments have been noted in the Planning Commission minutes and will be forwarded to the Town Council.

**5. PUBLIC HEARING:**

**A. Conditional Use Permit – Ales Cerny and Jan Tolar, 353 County Road 2020, Lot 7, Ptarmigan Trail Estates Subdivision #2.**

Greg Roy, Planner I, presented the project. The Applicants, Ales Cerny and Jan Tolar, are requesting approval of a Conditional Use permit to allow a single apartment in the R-2 Residential Zone District.

**COMMISSIONER QUESTIONS:**

Stan Katz - Contradiction in the Staff report on page 9, regarding Town Code Section 4-4-21 and the fact that this is new construction, not an existing residence.

Greg Roy - Yes, the structure meets the requirements of the Code.

Stan Katz - Want it on the record stating that the application meets Town Code Section 4-4-21, paragraph 6.

Donna Pacetti - Understand that the apartment going underneath the regular house, having a hard time with understanding the part of the floor plan labeled pub.

Greg Roy - The pub is part of the main house, and is not part of this application.

Donna Pacetti - So the apartment is inside the darker line on the plan, and it will be just one bedroom?

Greg Roy - Yes.

Donna Pacetti - So the bath and shower shown outside of the darker line is part of the main house?

Greg Roy - Yes.  
 Donna Pacetti - Had some questions, but thought that this was an existing home.  
 Greg Roy - It is a new proposed home.

**APPLICANT COMMENTS:**

Brian Carlson - General Contractor for the Applicant. Pub that was referred to could also be used as a family room, etc.

**OPENED PUBLIC COMMENT:**

Jim Headley - Does the requirement for notifying the neighbors apply to this project since it is new construction, and is it the same 200 feet neighbor notification rule?  
 Matt Gennett - Yes.

**CLOSED PUBLIC COMMENT.**

**COMMISSIONER COMMENTS:**

Robert Kieber - Not a big fan of Conditional Use Permits. Would have liked to see more information, such as elevations, what it is going to look like, etc. especially since it is all new construction.  
 Matt Gennett - That is a valid point, Planning Commission doesn't look at new single family or duplex construction. Conditional Use Permits for accessory apartments don't require that a site plan be submitted. Strictly looking at the single apartment as a conditional use within this home. Staff can reword the Town Code section that Stan Katz referred to. Staff tries to adhere to the requirements for a single apartment as a conditional use in the R-2 zone district. Felt that this application met all of the criteria.  
 Robert Kieber - When does the Conditional Use Permit begin, when the CO is issued?  
 Matt Gennett - The CUP will begin when the apartment is created. The use will be allowed in conjunction with the construction of the single family home.  
 Robert Kieber - Has the Applicant been made aware that the Conditional Use Permit is valid for a one year period?  
 Matt Gennett - Yes.  
 Robert Kieber - And has agreed to that?  
 Matt Gennett - Yes. Subject to be reviewed at that time, which is typically how Conditional Use Permits are handled for accessory apartments. As long as there are no complaints, etc., and all of the conditions are being met, the Conditional Use Permit can be extended by Staff.  
 Stan Katz - Regarding the six month minimum lease, is that a township requirement or just for this development.  
 Matt Gennett - It is a Town requirement and is a standard requirement in the Town Code. It is to prevent short term rentals.  
 Stan Katz - If the Township Code were to change, would this be grandfathered in at six months or would it be changed to whatever the new Township Code is?  
 Matt Gennett - Believe it would default to the new Town Code. Granted as written today.  
 Matt Mire - If the Applicant has a condition on the Conditional Use Permit it would be grandfathered in. If the Conditional Use Permit expired and was up for review, the new condition in the Code would apply, and the new lease term would apply. Town Council could also allow existing Conditional Use Permits with leases to be grandfathered in or not.

**DONNA PACETTI MADE A MOTION TO RECOMMEND APPROVAL OF THE CERNY/TOLAR CONDITIONAL USE PERMIT WITH THE FOLLOWING STAFF RECOMMENDED CONDITIONS:**

1. Whether the proposed use or development otherwise complies with all requirements.

imposed by Chapter 4 of the Town Code. *Based on the existing site conditions, the current zoning, and the existing land use, the proposed Conditional Use for a Single Apartment complies with all of the applicable requirements of Chapter 4.*

2. Whether the proposed use or development is in conformance with the Town's Comprehensive Plan. *Staff finds the proposed Conditional Use for a Single Apartment is in conformance with the Town's Comprehensive Plan.*
3. Whether the proposed use or development is compatible with adjacent uses. Such compatibility may be expressed in appearance, architectural scale and features, site design, and the control of any adverse impacts including noise, dust, odor, lighting, traffic, safety, and impacts on property values of the surrounding area. *Staff finds that the proposed Single Apartment is compatible with adjacent uses and exhibits an appearance, architectural scale, and general design qualities indicative of the immediate area. Staff does not anticipate that there will be any discernible adverse impacts such as noise, dust, odor, lighting, traffic or safety issues. The proposed Conditional Use is a type of residential use and should fit in with the existing neighborhood provided it is managed as proposed.*
4. Suitability of the location for the use or development. *Town Code allows for a Single Apartment in the R-2 Zone District with a CUP and with the provision that all conditions of the CUP are being met by the applicant.*
5. History of compliance by the applicant with the requirements of this Code and prior conditions, if any, regarding the subject property. *As of the date of this report, the applicants have no history of noncompliance with the Town Code.*
6. Ability of the applicant or any successor-in-interest to continuously meet the conditions of the proposed permit. *The applicant understands that conditions will be imposed as part of an approved CUP and is willing to meet any conditions of approval made part of granting the proposed CUP.*
7. Other factors relevant to the specific application. *None.*

**STAN KATZ SECONDED.**

**MOTION PASSES BY A VOTE OF SIX TO ZERO (6-0). BRIAN WRAY ABSENT.**

**6. OTHER ITEMS:**

Matt Gennett updated the Planning Commission on the Silver Trout application, Staff has returned the project application to the applicant.

Stan Katz regarding Marshall's, still see the "for lease" signs, has the deal fallen through? Matt Gennett, no, as far as Staff knows the project is moving forward as planned.

Robert Kieber regarding the two shacks at 201 Adams can someone look into those buildings, the roof is caving in on one. Matt Gennett stated that Staff would look at those and work with the Building Official about those buildings. Robert Kieber stated that McDonald's is not using their solid waste disposal, the employees using other businesses dumpsters in the parking lot. Melody Hillis informed the Planning Commission that the dumpsters were for the Dairy Queen demo that is ongoing. Robert Kieber stated that the employees from McDonalds are using those dumpsters. Matt Gennett stated that Staff would look into that.

Stan Katz requested that the Planning Commission Agenda be amended so that item #8, Planning Commission Training is changed to item #7, and Adjournment be changed to item #8.

**7. PLANNING COMMISSION TRAINING:**

Matt Mire, Town Attorney led the Planning Commission through training.

**8. ADJOURNMENT:**

**STAN KATZ MADE A MOTION TO ADJOURN AT 7:12 P.M.**

**TANYA SHATTUCK SECONDED.**

**MOTION PASSES BY A VOTE SEVEN TO ZERO (6-0). BRIAN WRAY ABSENT.**

Submitted for approval by:

Approved this of 4th day of August, 2015.

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Melody Hillis,  
Planning Commission Secretary

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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.

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Donna Braun, Administrative Services Director *DB*  
**FROM:** Kathy Marshall, Revenue Administrator *KM*  
**DATE:** July 16, 2015 for meeting of July 22, 2015  
**SUBJECT:** May 2015 Sales Tax Review

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**SUMMARY:**

The following reports summarize May sales taxes collected in June. The State remitted the Town's 2% county taxes from May sales on July 9<sup>th</sup>, 2015.

**MANAGER'S COMMENTS:**

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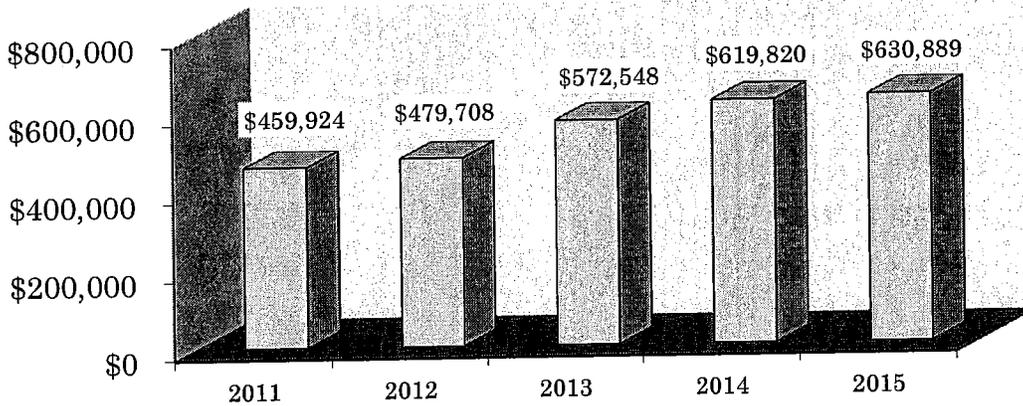
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**SILVERTHORNE SALES TAX BY MONTH  
FOR MAY 2015 SALES**

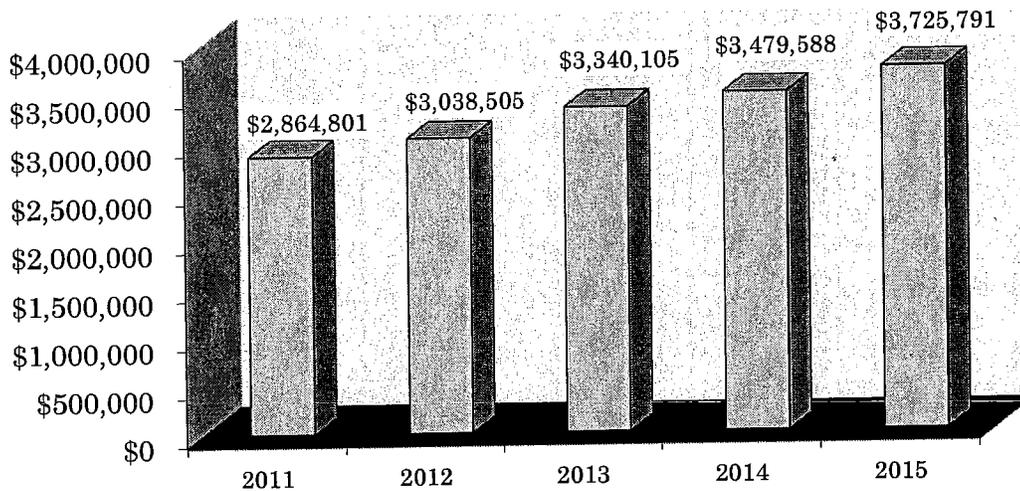
CHART A: MONTH	2011	10-11	2012	11-12	2013	12-13	2014	13-14	2015	14-15
		% CHANGE								
JAN	573,681	-0.27%	613,612	6.96%	705,712	15.01%	691,694	-1.99%	765,758	10.71%
FEB	596,415	0.61%	595,268	-0.19%	639,591	7.45%	682,500	6.71%	713,637	4.56%
MARCH	756,618	-0.13%	718,051	-5.10%	830,399	15.65%	879,003	5.85%	960,756	9.30%
APRIL	478,163	-4.42%	631,867	32.14%	591,855	-6.33%	606,570	2.49%	654,752	7.94%
MAY	459,924	5.72%	479,708	4.30%	572,548	19.35%	619,820	8.26%	630,889	1.79%
JUNE	704,357	11.09%	695,673	-1.23%	822,224	18.19%	869,150	5.71%		
JULY	744,166	3.10%	774,222	4.04%	866,950	11.98%	890,855	2.76%		
AUG	709,335	5.55%	773,019	8.98%	827,646	7.07%	893,121	7.91%		
SEPT	688,135	7.78%	782,144	13.66%	796,857	1.88%	836,747	5.01%		
OCT	519,798	1.76%	595,102	14.49%	644,447	8.29%	680,653	5.62%		
NOV	634,971	7.48%	635,360	0.06%	701,380	10.39%	713,747	1.76%		
DEC	885,610	1.35%	866,971	-2.10%	983,997	13.50%	1,065,155	8.25%		
YTD TTL:	7,751,173		8,160,996		8,983,606		9,429,015		3,725,791	
%CHANGE FROM YEAR TO YEAR:		3.31%		5.29%		10.08%		4.96%		7.08%

**EXHIBIT 1A: SALES TAXES COLLECTED MAY**



%CHANGE FROM PRIOR MONTH	2011	2012	2013	2014	2015
	5.72%	4.30%	19.35%	8.26%	1.79%

**EXHIBIT 1B: YTD SALES TAX COLLECTIONS AS OF MAY 2011-2015**



%CHANGE FROM PRIOR YEAR	2011	2012	2013	2014	2015
	0.14%	6.06%	9.93%	4.18%	7.08%

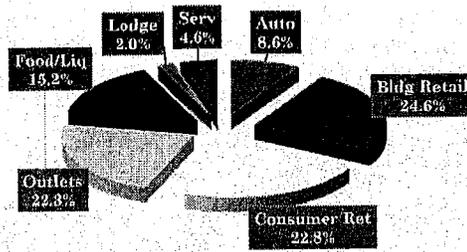
Exhibit IA & Exhibit IB show the Town of Silverthorne's collections by month and year-to-date (YTD) for the years 2011-2015, with the following results:  
 May 2015's sales tax collections increased by \$11,069 or 1.79% over 2014.  
 2015 YTD collections increased \$246,203 or 7.08% over 2014 collections.

**SALES TAX BY CATEGORY**

**EXHIBIT IIA: MAY SALES TAX BY CATEGORY**

Category	2014	2015	\$Inc/(Dec)	% Inc/(Dec)
Auto	\$58,526	\$53,967	(\$4,559)	-7.79%
Bldg Retail	\$140,053	\$155,119	\$15,065	10.76%
Consumer Ret	\$138,099	\$144,118	\$6,018	4.36%
Outlets	\$148,437	\$140,685	(\$7,752)	-5.22%
Food/Liq	\$91,563	\$95,614	\$4,050	4.42%
Lodge	\$11,548	\$12,461	\$913	7.90%
Serv	\$31,593	\$28,926	(\$2,667)	-8.44%
<b>TOTAL</b>	<b>\$619,820</b>	<b>\$630,889</b>	<b>\$11,069</b>	<b>1.79%</b>

**MAY 2015 MTD SALES TAX BY CATEGORY**



The Outlets category decreased \$7,752 or minus 5.22% when compared with May 2014; YTD is up \$3,623 or 0.38%; The results by Phase are as follows:

- ▶ Phase I is down \$4,124 or minus 8.37%. YTD is down \$3,884 or minus 1.24%.
- ▶ Phase II is down \$3,584 or minus 4.82%. YTD is up \$5,699 or 1.23%.
- ▶ Phase III is down \$44 or minus 0.18%. YTD is up \$1,808 or 1.09%.

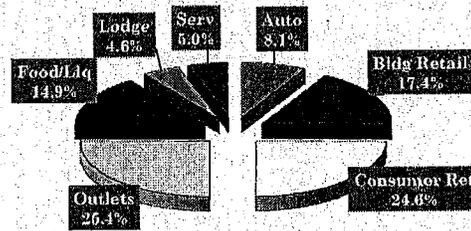
The "Sales Tax by Category" Exhibits IIA & IIB compare the May sales taxes collected by Outlets, Building Retail, Consumer Retail, Food/Liquor, Lodging, Automotive, and Services with the following results:

- ▶ The Building Retail category contributes the highest May collections, or 24.6% and the 3rd highest YTD collections, 17.4%.
- ▶ The Consumer Retail category, May's 2nd largest sales tax category, contributed 22.8%; YTD 24.6%.

**EXHIBIT IIB: MAY YTD SALES TAX**

Category	2014	2015	\$Inc/(Dec)	% Inc/(Dec)
Auto	\$303,736	\$302,861	(\$876)	-0.29%
Bldg Retail	\$541,024	\$647,440	\$106,416	19.67%
Consumer Ret	\$819,473	\$915,009	\$95,535	11.66%
Outlets	\$941,429	\$945,052	\$3,623	0.38%
Food/Liq	\$521,421	\$556,224	\$34,803	6.67%
Lodge	\$151,138	\$172,615	\$21,476	14.21%
Serv	\$201,365	\$186,590	(\$14,775)	-7.34%
<b>TOTAL</b>	<b>\$3,479,588</b>	<b>\$3,725,791</b>	<b>\$246,203</b>	<b>7.08%</b>

**MAY 2015 YTD SALES TAX BY CATEGORY**



The tables to the left of the "Sales Tax by Category" exhibits show the industry comparisons by month and YTD.

- ▶ The Building Retail category had the highest May dollar increase, \$15,065 or 10.76%; YTD up \$106,416 or 19.67%.
- ▶ The Consumer Retail category had the 2nd highest May dollar increase, \$6,018 or 4.36%; YTD up \$95,535 or 11.66%.
- ▶ The Automotive category was down \$4,559 or minus 7.79%; YTD down \$876 or minus 0.29%.

**Outlets at Silverthorne (OS):**

- ▶ **Phase I aka Red Village:**
- ▶ **Phase II aka Blue Village:**  
The National Repertory Orchestra held two concerts in July. Many spectators enjoyed the entertainment.
- ▶ **Phase III aka Green Village:**  
Starbucks' lease has been finalized and construction began at space 246-O1 on July 10th. The new store is planning to open early October. Lake Dillon Theater Company is conducting their summer educational workshops through the end of July. Sky View Resorts (IMI Resort Sales) is finishing construction and will opening their showroom and office by next week. Spirit Halloween will be returning in mid-August. They plan to be open by Labor Day.

4th of July Sidewalk Sales were held July 1-6 and brisk sales were reported from the participating stores. Summer Sale continues through the end of July. Back-to-School Sale will begin August 1st and run through August.

**SALES TAX COLLECTIONS: ACTUAL VS BUDGET 2015 YTD**

**EXHIBIT III-ACTUAL VS. BUDGET TABLE**

SALES MONTH	2015 BUDGET BY MONTH	2015 ACTUAL BY MONTH	2015 BUDGET YTD	2015 ACTUAL YTD	ACTUAL AS A % OF 2015 BUDGET YTD
JAN	\$715,396	\$765,758	\$715,396	\$765,758	107.04%
FEB	\$714,364	\$713,637	\$1,429,760	\$1,479,394	103.47%
MAR	\$926,909	\$960,756	\$2,356,669	\$2,440,150	103.54%
APR	\$636,585	\$654,752	\$2,993,254	\$3,094,902	103.40%
MAY	\$587,191	\$630,889	\$3,580,445	\$3,725,791	104.06%
JUNE	\$831,357		\$4,411,802		0.00%
JULY	\$909,708		\$5,321,510		0.00%
AUG	\$871,719		\$6,193,229		0.00%
SEPT	\$861,679		\$7,054,908		0.00%
OCT	\$678,246		\$7,733,154		0.00%
NOV	\$735,026		\$8,468,180		0.00%
DEC	\$1,061,630		\$9,529,810		0.00%

► The budget numbers are based on a 1.07% increase from 2014 sales tax revenues.

**LODGING TAX COLLECTIONS: 2012-2015 COMPARISONS**

**EXHIBIT IV-LODGING TAX TABLE**

LODGING TAXES	2012 Amount Collected	2011/2012 % Change	2013 Amount Collected	2012/2013 % Change	2014 Amount Collected	2013/2014 % Change	2015 Amount Collected	2014/2015 \$ Change	2014/2015 % Change
Jan	12,279	-15.1%	14,022	14.2%	17,109	22.0%	20,089	2,980	17.4%
Feb	13,674	-1.2%	14,652	7.2%	17,751	21.2%	20,859	3,107	17.5%
Mar	21,942	11.7%	23,772	8.3%	28,315	19.1%	31,748	3,433	12.1%
Apr	5,119	-24.4%	6,758	32.0%	7,504	11.0%	8,628	1,125	15.0%
May	5,217	12.2%	4,915	-5.8%	5,737	16.7%	5,790	53	0.9%
June	9,190	6.5%	9,524	3.6%	9,792	2.8%			0.0%
July	11,717	-1.9%	12,655	8.0%	14,841	17.3%			0.0%
Aug	10,979	-6.8%	12,251	11.6%	13,611	11.1%			0.0%
Sept	9,674	1.9%	10,613	9.7%	11,651	9.8%			0.0%
Oct	5,855	0.8%	6,134	4.8%	6,928	13.0%			0.0%
Nov	5,950	-7.1%	6,841	15.0%	6,918	1.1%			0.0%
Dec	15,260	-0.8%	19,283	26.4%	20,436	6.0%			0.0%
<b>TOTAL</b>	<b>126,856</b>	<b>-1.5%</b>	<b>141,419</b>	<b>11.5%</b>	<b>160,594</b>	<b>13.6%</b>	<b>87,114</b>	<b>10,698</b>	<b>14.0%</b>

Please note: Lodging taxes are split as follows:  
 ► 85% Trails, Parks & Open Space  
 ► 15% Marketing

**EXCISE TAX COLLECTIONS: 2012-2015 COMPARISONS**

**EXHIBIT V-EXCISE TAX TABLE**

EXCISE TAXES	2012 Amount Collected	2011/2012 % Change	2013 Amount Collected	2012/2013 % Change	2014 Amount Collected	2013/2014 % Change	2015 Amount Collected	2014/2015 \$ Change	2014/2015 % Change	2015 Total No. Permits	2014 Total No. Permits
Jan	7,652		0	-100.0%	15,944		6,920	(9,024)	-56.6%	3,460	3
Feb	13,498		10,824	-19.8%	6,514	-39.8%	11,372	4,858	74.6%	5,686	1
Mar	0		209,452		0	-100.0%	26,374	26,374		13,187	0
Apr	17,846	18.3%	20,856	16.9%	0	-100.0%	34,116	34,116		17,058	0
May	43,148	109.1%	42,286	-2.0%	38,256	-9.5%	21,232	(17,024)	-44.5%	10,616	5
June	3,566	-90.1%	18,840	428.3%	8,880	-52.9%	28,290	19,410	218.6%	14,145	1
July	7,580	-4.2%	32,024	322.5%	39,868	24.5%				0	6
Aug	18,628		16,056	-13.8%	17,974	11.9%				0	2
Sept	0		22,836		37,890	65.9%				0	4
Oct	6,890	-47.5%	12,412	80.1%	30,636	146.8%				0	5
Nov	0	-100.0%	10,896		6,668	-38.8%				0	1
Dec	10,272	54.1%	12,854	25.1%	28,702	123.3%				0	5
<b>TOTAL</b>	<b>129,080</b>	<b>21.8%</b>	<b>409,336</b>	<b>217.1%</b>	<b>231,332</b>	<b>-43.5%</b>	<b>128,304</b>	<b>58,710</b>	<b>84.4%</b>	<b>64,152</b>	<b>33</b>