

**SILVERTHORNE TOWN COUNCIL MEETING
AGENDA FOR JUNE 22, 2016- 6:00 PM**



- I. CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA**
- II. PLEDGE OF ALLEGIANCE**
- III. STAFF COMMENTS 1**
 - A. Police Service Award - Sgt. Misty Higby
- IV. COUNCIL COMMENTS**
- V. CITIZENS' COMMENTS***
- VI. CONSENT CALENDAR**
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 - B. Replat – Lot 3, Eagles Nest Golf Course Filing No. 5 11
 - C. Replat – The Cabins at Angler Mountain Ranch Filing No. 4 – 2nd Amendment 13
- VII. LIQUOR BOARD**
 - A. Local Liquors, LLC – Modification of Premise 17
- VIII. PUBLIC HEARINGS**
 - A. Final Plat, SIA and Final Site Plan, South Maryland Creek Ranch – Filing No. 1
Tract X – First Amendment – 28585 State Highway 9 23
 - B. Conditional Use Permit Renewal – J + H Mountain Auto Services, 205 and 207
Warren Avenue (Continued from May 25, 2016) 45
- IX. ACTION ITEMS**
 - A. Town of Silverthorne/Lake Dillon Theatre Company Development Agreement..... 69
 - B. Preliminary Site Plan, Blue River Flats – 1065, 1088 and 1130 Blue River
Parkway, Lots 23R and 25, Silverthorne Subdivision #1 103
- X. DISCUSSION ITEMS**
- XI. INFORMATIONAL**
 - A. Planning Commission Meeting Minutes, June 14, 2016 189
 - B. April 2016 Sales Tax Review 207
 - C. SPORT Committee Meeting Minutes, May 19, 2016 211

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:
TOPIC:**

**JUNE 21, 2016 – 5:30 P.M.
WATER RIGHTS PORTFOLIO REVIEW**

**SILVERTHORNE TOWN COUNCIL WORK SESSION
PUBLIC ISSUES SCHEDULE
2016**

*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.*

JULY 12 PAVILION PROGRAMMING & USE UPDATE

JULY 26 MARKETING PROGRAM UPDATE

AUGUST 9 JOINT MEETING WITH THE BOARD OF
COUNTY COMMISSIONERS

AUGUST 23 JOINT MEETING WITH SILVERTHORNE
PARKS, OPEN SPACE, RECREATION
AND TRAILS COMMITTEE (SPORT) FOR
POST PLAN UPDATE

**FUTURE WORK SESSION DISCUSSION ITEMS:
HISTORIC SOCIETY**

June 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		June is Cycle Silverthorne Month!	1 Bike to School Day @SVE and Bike Rodeo @North Pond Park	2 Café Concert @ Pavilion 5:30 PM	3 Summer Free Day @ Rec Center	4 Fishing Derby @ Trent Park 9:00 AM Safe Summer Kick Off @ SVE 11:00 AM
5	6 Yoga for Cyclists @ Rec Center 6PM	7 Mountain Bike Fundamentals @ Rec Center 6 PM Work Session	8 Council Meeting	9	10 Payroll	11
12	13	14 Farmer's Market @ Town Center 9:00 AM—2:00 PM Planning Commission	15 Council Goal Setting Session Court	16	17 Slide & Slip @ Rainbow Park 1:00 PM	18
19	20 Bike to Work Week in Summit County	21 Farmer's Market @ Town Center 9:00 AM—2:00 PM Work Session	22 Bikes & Burgers \$5 @ Pavilion 5-7PM Council Meeting	23 Summer Evening of Family Fun @ Rainbow Park & Public Meeting for Rainbow Park West Entrance Redesign	24 World's Largest Swim Lesson @ Rec Center 9:00 AM Silverthorne Storm Gymnastics Meet Payroll	25 Silverthorne Storm Gymnastics Meet
26	27 Yoga for Cyclists @ Rec Center 6PM	28 Farmer's Market @ Town Center 9:00 AM—2:00 PM	29 Council Meeting	30		

July 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3					1	2
4	Independence Day Holiday/ Town Hall & Rec Center Closed	5 EDAC Farmer's Market @ Town Center 9:00 AM—2:00 PM Planning Commission	6	7	8 Slide & Slip @ Rain- bow Park 1:00 PM Payroll	9 LDTC Summer Con- cert @ Rainbow Park
10	11	12 Farmer's Market Rainbow Park Public Meeting @ Rainbow Park 5-7PM Work Session	13 Council Meeting	14	15 Payroll	16 LDTC Summer Con- cert @ Rainbow Park
17	18	19 Farmer's Market @ Town Center 9:00 AM—2:00 PM Planning Commission	20 Council Meeting	21 Café Concert @ Pa- vilion 5:30 PM	22 Payroll	23 LDTC Summer Con- cert @ Rainbow Park
24/31	25	26 Farmer's Market @ Town Center 9:00 AM—2:00 PM Work Session	27 Council Meeting	28 Rainbow Park Final Public Meeting @ Rainbow Park 5-7PM	29 Payroll	30 LDTC Summer Con- cert @ Rainbow Park

August 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Farmer's Market Osprey Day @ North Pond Park Planning Commission	3 Community Picnic 5:30 - 7:30 PM @ Pavilion	4 Café Concert @ Pa- vilion 5:30 PM	5 Payroll	6 Registration for Fall Programming Begins @ 12 Noon
7	8 Registration for Fall Programming	9 Farmer's Market Work Session	10 Council Meeting	11	12 Slide & Slip @ Rain- bow Park 1:00 PM Doo Wop Denny @ Pavilion	13
14	15	16 Farmer's Market	17	18	19	20
21	22 First Day of School	23 Farmer's Market Pool Maintenance Closure through September 26/Full Facility Closure through September 31 Work Session	24 Court Council Meeting	25 SPORT Meeting	26 Payroll	27
28	29	30 Farmer's Market	31			

September 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3 Rec Center Re-Opens
4	5	6 Farmer's Market EDAC Planning Commission	7	8	9 Payroll	10
	Rec Center Hours: 10:00 am—6:00 pm TOS Holiday					
11	12	13 Farmer's Market Work Session	14	15	16	17
			Council Meeting	SPORT Meeting	Payroll	
18	19	20 Farmer's Market Planning Commission	21 Court	22	23	24
25	26 Pool Re-Opens	27 Farmer's Market Work Session	28	29	30 Payroll	
			Council Meeting			

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: June 17, 2016 for Meeting of June 22, 2016
SUBJECT: Staff Comments

Attached please find the Staff Comments and Updates for the June 22, 2016 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 and Culture Update

ACTION REQUIRED

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

Administrative Services – June 16, 2016

Finance – After the Council retreat, there are many tasks for the Finance Dept. to organize related to preparing the 2017-2018 budget. Department meetings, budget presentations, YTD financial analyses, etc. will need to be updated.

The 2015 Comprehensive Annual Financial Report (CAFR) for both the Town and the Joint Sewer Authority are being reviewed by the independent audit firm Swanhorst and Co. These are due to the State by the end of June and the Town's CAFR will be submitted to the Government Finance Officers' Association (GFOA) for consideration for the Certificate of Achievement of Excellence in Financial Reporting Award. The Town has been the recipient of this award for the past 20 years.

Payroll processing cross training will take place the week of June 20th and water/sewer billing cross-training is planned for the first week of July.

Lake Dillon Theater Co: as of 6-16-2016, we have received one Proposal in response to our RFP for the Performing Arts Center financing. The due date for proposals is June 17, 2016.

Sharing Economy: Kathy Marshall participated on a conference call with Airbnb regarding a Voluntary Collection Agreement. Air BNB is proposing collecting and remitting local taxes on behalf of their customers. A draft agreement was received and needs to be reviewed by staff and legal counsel.

Donna Braun's retirement celebration has been scheduled at the Pavilion on July 5th from 5:00-7:00pm. Council is invited to join the party and wish Donna well on her next adventure!

Human Resources – Currently in the process of interviewing for a new JSA operator.

Clerk's Office – The Summit County Government has moved the Ballot Box from Silverthorne Town Hall to the North Branch Library, where it is under 24 hour surveillance and also has 24 hour drop off for voters. Susan Schulman has made this announcement on the Town Website and Social Media sites, as well as the Town Manager's Update.

Public Safety – June 16, 2016

Criminal Misdemeanors and Shenanigans – A bout of belligerence: On 06-02-16 Officers were dispatched to High Country Healing for a disturbance. Upon arrival the officers contacted a 73 year old male. The employees at the business said

the male came into the store and asked for specific edible marijuana products. When the employees told him they did not have the products he was looking for the male became belligerent and made a scene in the store. The male then asked the employees how far away the State line was and the employees became uncomfortable with the encounter and asked the male to leave. This apparently upset the male even more which caused a further bout of belligerence. At the request of the store employees the male was trespassed from the premise and advised not to return or he would be prosecuted.

Verbal abuse and an inappropriate criminal response: On 06-11-16 there was a report of a domestic disturbance at one of the local hotels in town. Upon arrival the officers were met by a male and female in front of the building and both parties admitted to being in an altercation with each other. Upon investigation it was discovered that the male party worked at the hotel and they were living in their car in the parking lot and got into an argument inside the vehicle. During the argument the male called the female a name that upset her and she hit him in the head with a stereo. The female then got out of the car and hit the car with the stereo causing damage to the car and the stereo. At one point the female broke the gas cap off the car and threw it across the parking lot and threw something at the windshield breaking the windshield. The female was arrested and housed at the Summit County Jail on Domestic Violence charges.

Don't rob the place you work.... they know your name: On 06-13-16 officers were dispatched to a robbery at the local Dominos outlet. It was reported that a male employee came into the store and told the manager he was putting in his two weeks' notice. The Employee was later seen taking the money out of the cash register and was confronted by the manager. The male then tackled another employee causing injury. During the altercation the suspect's head was split open and the suspect fled the store on foot. The suspect then took off his work shirt and changed into a jacket. An officer located the suspect across the street at another business and held him at gun point until the suspect was handcuffed and taken into custody by other arriving officers. The suspect was treated for his injuries at the hospital and was taken to the Summit County Jail and charged with Robbery.

Community Feedback – The case of the “Big Scary Couch”: A thank you letter was received from Town citizens in regards to a discarded “big scary couch” that was abandoned near their property. Apparently the concerned citizens own a full trained cadaver dog, and even this highly trained K-9 would not go anywhere near this couch. A big thanks to our staff and Public Works for removing this odiferous piece of lawn furniture.

Staffing – Officer Jambor and Officer Cox are still in Field Training, and our application process closes on Friday June 17th. So far we have a few a few promising candidates. Shortly after this process is complete we will start an internal promotional process for Sergeant.

Public Works Department – June 16, 2016

Streets – We have completed our centerline striping and are working on turn arrows, parking lines, and other details. We have done quite a bit of crack filling in preparation for this year's street maintenance projects. We have a contractor working on the steel railings along the highway near 6th Street, after which they will do the same on the railings under the I 70 bridges.

Parks – Flower planting is well underway and should all be done within the next two weeks. This year we hired Neils Lunceford to plant the medians between 3rd and 6th, which they completed this week.

Utilities – Utility staff is busy with various maintenance work to all of our systems. Work continues at Summit Sky Ranch so we are busy watching over that as we will be for the remainder of this season. This week we have been doing some of our annual sewer line cleaning and TVing, we do the entire Town system once every three years, one third per year.

Engineering – Dan is busy with reviews of Summit Sky Ranch, Blue River 50, and other smaller projects. He is also gearing up for this summer's streets and drainage work. We will be overlaying Stephens and River Road this year, and rebuilding a portion of Golden Eagle Road, along with various chip seals and patching and concrete repairs. We will also be improving drainage on Warren Avenue, where a year round spring causes lots of icing issues in the winter.

Buildings – Rob and his staff are busy with upkeep on the various systems and buildings, as well as planning for this year's facility shutdown, scheduled later this year.

Community Development Department – June 16, 2016

Blue River Trail – 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. Summit County Open Space Advisory Committee (OSAC) has been participating in acquiring an easement from Blue River Valley Ranch Lake Estates.

Summit Sky Ranch (aka South Maryland Creek Ranch) – The first Final Plat for SMCR has been approved by Town Council. The focus now shifts to the installation of infrastructure and to the construction of homes. Staff has spent a great deal of time getting the major project up and running with appropriate controls in place.

Lake Dillon Theatre Company (LDTTC) – The contract with A&P Construction has been approved by Town Council. The plans for Building Permit have been issued and the Silverthorne Performing Arts Center (SPAC) is under construction.

Transportation Plan Update – Staff is working on the update to the Town Transportation Plan. This includes gathering traffic counts at various intersections as well as modeling the Level of Service. Staff will be discussing the impacts to Highway 9 in the Town Core with representatives from CDOT.

USFS Summit County Connectivity Assessment – Mark Leidal and Susan Lee attended the initial meeting for this Assessment. The intention of this assessment is to create a plan useable by anyone in the County and to create a common vision of wildlife connectivity for the County. This project is being undertaken by the Forest Service and will occur over the next year.

Joint BOCC/CDOT Quarterly Meeting – Mark Leidal attended this meeting and a variety of countywide topics were discussed. For Silverthorne, bridge work for the expansion joints on I-70 will occur this summer, and the overlay of Highways 6 and 9 from Everist Materials to the top of Dillon will occur in 2017.

Town Council Retreat – Staff prepared for and facilitated the Town Council Goal Setting Session on June 15.

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):

- Blue River 50 – Preliminary Site Plan
- South Maryland Creek Ranch Tract X – Preliminary Site Plan
- Silver Trout – Preliminary Site Plan
- Verizon Cell Tower – Three Peaks – Site Plan Modification
- South Maryland Creek Ranch Tract D – Aspen House – Final Site Plan
- South Maryland Creek Ranch Tract S – Final Site Plan

Recreation and Culture – June 17, 2016

Cycle Silverthorne Month continues this week with Bike Bingo well under way and the community looking forward to Bikes, Burgers and Beers event which will be held at the Pavilion next Wednesday, June 22. This event will be open to the public and will feature \$5 Burger and Beer specials, bike mechanics on-site, a kid's bike decorating area and door prizes. The event is free to the public.

Summer programming has started and the Recreation Center and parks are bustling with happy students who are on summer break. In addition to camps and instructional classes, we also host several fun events in the summer. Upcoming events include Slide N Slip, Princess of the Beach Youth Sand Volleyball Tournament, World's Largest Swim Lesson, and the Silverthorne Storm's home Gymnastics Meet.

On Tuesday, June 14th, the Recreation Center hosted the NBA Fit clinic, in conjunction with Kaiser Permanente. There were approximately 80 youth participants who learned skills from skilled staff including Ervin Johnson, retired NBA player. Participants and spectators were impressed with seeing a 6'11" former NBA player running around in the gym. Thanks to Rob DeVerna, Pavilion Events Manager, for coordinating this event with Kaiser.

On Friday, June 10th, staff organized a high-spirited, yet touching, retirement party for Nancy Bomgardner, Special Events and Leisure Coordinator. Nancy has worked for the town for over 22 years and will be greatly missed. We truly thank her for her service to our community.

Upcoming Pavilion Events

June 17	Wedding
June 21	Yoga
June 22	Bike to Work Happy Hour
June 23	Yoga
June 24	Wedding
June 25	Wedding
June 26	Agape Outpost
June 28	Elections
June 30	Wedding
July 1	Wedding
July 2	Wedding
July 3	Wedding

Town of Silverthorne
Council Agenda Memorandum

TO: Town Council
THRU: Ryan Hyland, Town Manager *RH*
FROM: Michele Miller, MMC, Town Clerk *mm*
DATE: June 9, 2016
SUBJECT: Town Council Meeting Minutes from June 8, 2016

SUMMARY: Staff asks the Town Council to approve the Regular Town Council Meeting Minutes from June 8, 2016.

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

PROPOSED MOTION: Included in the Consent Calendar motion.

ATTACHMENTS:
Meeting Minutes.

MANAGERS COMMENTS:

SILVERTHORNE TOWN COUNCIL
Meeting Minutes
Wednesday, June 8, 2016

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, Bob Kieber, and JoAnne Nadalin. Tanya Shattuck was absent. Staff members present were, Chief of Police John Minor, Recreation Director Joanne Cook, Public Works Director Bill Linfield, Finance Director Laura Kennedy, Assistant Town Manager Mark Leidal, Town Attorney Matt Mire, Officer Jeff Cox, Officer Allen Jambor, Officer Rich Watson and Town Clerk Michele Miller.

The Pledge of Allegiance was recited by those present.

STAFF COMMENTS:

Cook updated Council on the many summer activities going on at the Recreation Center.

Minor introduced two new Police Officers, Jeff Cox and Allen Jambor. He informed Council that Acting Chief Misty Higby was awarded the Police Department Service award.

Council welcomed the new officers.

COUNCIL COMMENTS:

Long asked Linfield about CDOT's summer paving schedule for the area.

CITIZEN COMMENTS:

Jane Hankison, 132 Talon Circle, requested Council do something about the Solar Garden's negative impact to her home.

Butler directed Hankison to contact Town Manager Ryan Hyland when he returns; he can work as a liaison between Hankison and Fin Doyle.

CONSENT CALENDAR:

Long requested clarification on the May 25, 2016 meeting minutes.

Keiber asked the Town Attorney if he should abstain from voting on the meeting minutes from May 25, 2016 due to his absence at that meeting.

Mire stated yes.

CAMP MOVED TO APPROVE THE CONSENT CALENDAR INCLUDING THE MINUTES FROM MAY 25, 2016. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (SHATTUCK ABSENT)

DUE TO HIS ABSENCE MAY 25, 2016 KIEBER ABSTAINED FROM VOTING ON THE MINUTES.

ACTION ITEMS:

- A. **Sauce on the Blue, Ltd, Enhanced Sales Tax Incentive Program (ESTIP) Agreement – 358 Blue River Parkway, Unit C, Tract B, Silverthorne Town Center Subdivision**

Mark Leidal, Assistant Town Manager, presented the applicant's request to be considered for participation in the Town's Enhanced Sales Tax Incentive Program (ESTIP). Leidal reviewed his staff report reviewing the five year sales tax revenue sharing agreement. He requested approval.

NADALIN MOVED TO APPROVE THE ENHANCED SALES TAX INCENTIVE PROGRAM AGREEMENT WITH SAUSE ON THE BLUE, LTD, AS PRESENTED. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (SHATTUCK ABSENT)

B. Amended Interim Funding Agreement with Lake Dillon Theatre Company (LDTA) for the Construction of a Performing Arts Center

Mark Leidal, Assistant Town Manager, presented the Interim Funding Agreement with Lake Dillon Theatre Company. This agreement will allow for construction to commence while negotiations continue on the final document.

Nadalín reported that the meetings with LDTA have gone well, there are not any sticking points, and they just need a little more time for review, by the attorneys.

NADALIN MOVED TO APPROVE AMENDED INTERIM FUNDING AGREEMENT WITH LAKE DILLON THEATRE COMPANY FOR THE CONSTRUCTION OF A PERFORMING ARTS CENTER. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (SHATTUCK ABSENT)

DISCUSSION ITEMS:

None.

NADALIN MOVED TO GO INTO EXECUTIVE SESSION AT 6:25 PM UNDER CHARTER SECTION 4.13 AND CRS 24-6-402(4)(B) AND (E) DEVELOPING STRATEGY FOR NEGOTIATIONS, INSTRUCTING NEGOTIATORS, AND DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; AND CONFERENCING WITH AN ATTORNEY FOR THE PUBLIC ENTITY FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS; IN REGARD TO BLUE RIVER TRAIL SEGMENTS 5 AND 6. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.

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

EXECUTIVE SESSION:

Executive session under Charter Section 4.13 and CRS 24-6-402(4)(b) and (e) developing strategy for negotiations, instructing negotiators, and determining positions relative to matters that may be subject to negotiations; and conferencing with an attorney for the public entity for the purposes of receiving legal advice on specific legal

questions; in regard to Blue River Trail Segments 5 and 6.

INFORMATIONAL:

EXECUTIVE SESSION CONCLUDED AND MEETING AND ADJOURNED AT 7:24 P.M.

BRUCE BUTLER, MAYOR

ATTEST

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
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Greg Roy, Planner I *GR*
DATE: June 16, 2016, for the meeting of June 22, 2016
SUBJECT: Replat – Lot 3, Eagles Nest Golf Course, Filing No. 5 (PT2016-14)

SUMMARY: The applicant, Randy Schrader, are requesting approval of a Replat for Lot 3, Eagles Nest Golf Course (ENGC), Filing No. 5. The proposed Replat will vacate a corner of the platted building envelope for Lot 3, and add the same amount of square footage to the rear to accommodate a hot tub. The square footage encompassed by the reconfigured building envelope (8,000 sq. ft.) will be the same size as the current envelope (8,000 sq. ft.). There is currently a single-family home on the site. The corner or the envelope that is being relocated does not contain any improvements that are required to be located in the building envelope. The Eagles Nest HOA has approved this Replat request based in part on the written support of the immediate neighbors.

BACKGROUND: The Final Plat for Eagles Nest Golf Course, Filing No. 5, was approved on May 9, 2001, and included twenty-eight (28) single-family lots with platted building envelopes.

PREVIOUS COUNCIL ACTION: Town Council approved Eagles Nest Golf Course, Filing No. 5, on May 9, 1999, thereby establishing Lot 3.

DISCUSSION: The purpose of the proposed Replat is to reconfigure the platted building envelope to allow for a hot tub addition in the rear of the house. The plat, as submitted, is in general conformance with 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 Replat for Lot 3, Eagles Nest Golf Course, Filing No. 5.

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: Replat – Lot 3, Eagles Nest Golf Course, Filing No. 5

MANAGER'S COMMENTS:

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: June 16, 2016, for the meeting of June 22, 2016
SUBJECT: Replat – The Cabins at Angler Mountain Ranch, Filing No. 4 – Second Amendment (PT2014-21)

SUMMARY: The applicant, Tim Crane of Compass Homes Development, is requesting approval of a Replat for The Cabins at Angler Mountain Ranch (AMR), Filing No. 4 – Second Amendment. The proposed Replat will create the footprint lots for Cabins 4 and 8, which are reaching the final stages of construction. The Replat application is the second in a series of amendments that will continue to occur as the cabin units in Filing No. 4 reach completion.

PREVIOUS COUNCIL ACTION: Final PUD zoning on the Angler Mountain Ranch (AMR) project was approved by Town Council on May 14, 2007, and a Major PUD Amendment was approved on May 13, 2009. Final Subdivision approval of the Cabins at AMR, Filing No. 2 was approved by Town Council on January 12, 2011. Town Council approved a Minor Subdivision and Final Site Plan for the Cabins at AMR, Filing No. 3 on August 14, 2014. Council approved the Replat for the Cabins at AMR, Filing No. 3 – First Amendment on September 24, 2014. Council approved the Replat for the Cabins at AMR, Filing No. 3 – Second Amendment on December 10, 2014. Council approved the Replat for the Cabins at AMR, Filing No. 3 – Third Amendment on February 25, 2015. Council approved the Replat for the Cabins at AMR, Filing No. 3 – Fourth Amendment on September 23, 2015. The Replat for the Cabins at AMR, Filing No. 3 – Fifth Amendment, was approved by Council on January 13, 2016.

BACKGROUND: The Cabins at AMR is zoned for a total of 37 cabin units. Construction in Phase II began in November of 2011. As the development of the cabins units occurs, the applicant submits a series of replat applications to subdivide the units for individual sale. Common areas and building exteriors will be maintained by the Cabins Neighborhood Association. Common Areas outside the individual cabin lots will be owned by the Cabins Neighborhood Association.

DISCUSSION: The purpose of the Cabins at AMR, Filing No. 4 – Second Amendment, is to subdivide Cabin numbers 4 and 8, as shown on the Replat attached to this memorandum (Exhibit A). The proposed Replat meets all applicable Town Code Subdivision requirements. A supplemental declaration to the Declaration of Covenants Conditions and Restrictions for AMR has been recorded and describes how the Cabins neighborhood will be governed.

STAFF RECOMMENDATION: Staff recommends approval of the Replat for the Cabins at Angler Mountain Ranch, Filing No. 4 – Second Amendment.

Town of Silverthorne
Town Council Agenda Memorandum

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

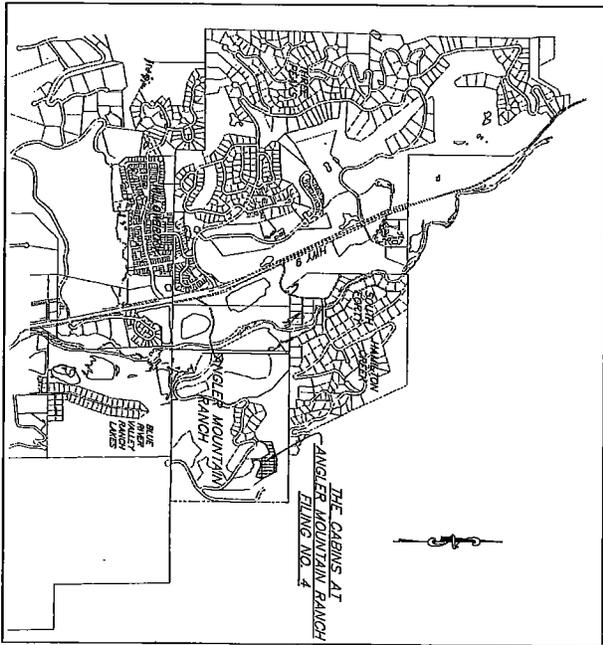
ALTERNATE MOTION: No motion is necessary; the Replat may be removed from the Consent Calendar and brought up for Council discussion.

ATTACHMENTS:

Exhibit A: The Cabins at Angler Mountain Ranch, Filing No. 4 – Second Amendment

MANAGER'S COMMENTS:

THE CABINS AT ANGLER MOUNTAIN RANCH FILING NO. 4 - SECOND AMENDMENT
A RESUBDIVISION OF TRACT C6
THE CABINS AT ANGLER MOUNTAIN RANCH FILING NO. 4 - FIRST AMENDMENT
LOCATED IN THE SOUTH 1/2 OF SECTION 36, T.4S., R.78W., OF THE 6TH AMENDMENT
TOWN OF SILVERTHORPE, SUMMIT COUNTY, COLORADO
SHEET 1 OF 2



VICINITY MAP

2. EASEMENTS
A. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.
B. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.
C. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.

3. UTILITIES
A. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.
B. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.

4. EASEMENTS
A. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.
B. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.

5. EASEMENTS
A. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.
B. THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.

TITLE COMPANY CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE
TOWN OF SILVERTHORPE, COLORADO, AND THAT THE SAME IS SUBJECT TO THE
FIRST AND SECOND AMENDMENTS TO THE SUBDIVISION PLAT OF THE CABINS AT ANGLER MOUNTAIN RANCH FILING NO. 4.

SUBSCRIBER'S CERTIFICATE
I HEREBY CERTIFY THAT I AM THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND THAT I
HEREBY AGREE TO THE ABOVE DESCRIBED SUBDIVISION PLAT AND TO THE FIRST AND SECOND
AMENDMENTS TO THE SAME.



GENERAL PLAN OF DEVELOPMENT AND DIMENSIONS
THE TOWN OF SILVERTHORPE HAS THE RIGHT TO ACCESS AND UTILIZE
DRAINAGE FACILITIES AS THE TOWN DEEMS NECESSARY.

ACKNOWLEDGMENT
I, THE TOWN OF SILVERTHORPE, DO HEREBY ACKNOWLEDGE THAT THE ABOVE DESCRIBED
PROPERTY IS THE PROPERTY OF THE TOWN OF SILVERTHORPE, COLORADO, AND THAT THE
SAME IS SUBJECT TO THE ABOVE DESCRIBED SUBDIVISION PLAT AND TO THE FIRST AND
SECOND AMENDMENTS TO THE SAME.

DEED OF CONVEYANCE
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE
TOWN OF SILVERTHORPE, COLORADO, AND THAT THE SAME IS SUBJECT TO THE ABOVE
DESCRIBED SUBDIVISION PLAT AND TO THE FIRST AND SECOND AMENDMENTS TO THE
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SAME.



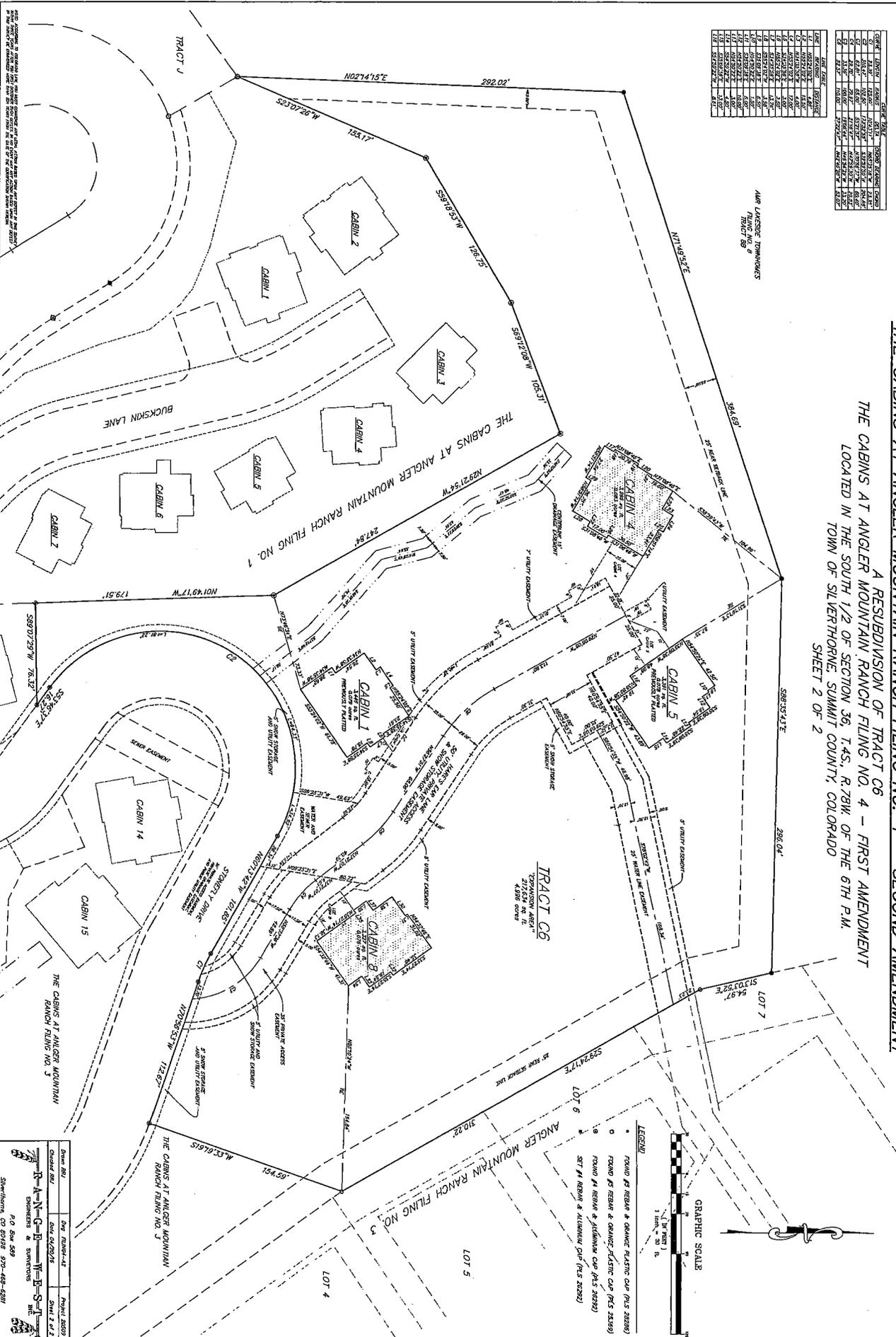
Surveying Co. 80000 570-448-2201

THE CABINS AT ANGLER MOUNTAIN RANCH FILING NO. 4 - SECOND AMENDMENT

A RESUBDIVISION OF TRACT 06
 THE CABINS AT ANGLER MOUNTAIN RANCH FILING NO. 4 - FIRST AMENDMENT
 LOCATED IN THE SOUTH 1/2 OF SECTION 36, T.4S., R.78W. OF THE 6TH P.M.
 TOWN OF SILVERTHORPE, SUMMIT COUNTY, COLORADO
 SHEET 2 OF 2

LINE	BEARING	LENGTH	AREA	PERCENT
1	N 11° 48' 32" E	292.02'	1.0000	100.00
2	S 23° 07' 28" W	155.17'	0.3750	37.50
3	N 23° 21' 54" W	247.84'	0.6250	62.50
4	N 01° 49' 17" W	179.51'	0.2250	22.50
5	S 58° 07' 29" W	78.32'	0.1000	10.00
6	S 59° 23' 43" E	286.04'	0.7250	72.50
7	S 73° 03' 52" E	54.97'	0.0100	1.00
8	S 09° 24' 17" E	310.22'	0.7750	77.50
9	M. 53° 04' 15" E	167.91'	0.2250	22.50
10	N 02° 14' 15" E	292.02'	1.0000	100.00
11	N 01° 48' 32" E	292.02'	1.0000	100.00
12	S 23° 07' 28" W	155.17'	0.3750	37.50
13	N 23° 21' 54" W	247.84'	0.6250	62.50
14	N 01° 49' 17" W	179.51'	0.2250	22.50
15	S 58° 07' 29" W	78.32'	0.1000	10.00
16	S 59° 23' 43" E	286.04'	0.7250	72.50
17	S 73° 03' 52" E	54.97'	0.0100	1.00
18	S 09° 24' 17" E	310.22'	0.7750	77.50
19	M. 53° 04' 15" E	167.91'	0.2250	22.50
20	N 02° 14' 15" E	292.02'	1.0000	100.00
21	N 01° 48' 32" E	292.02'	1.0000	100.00
22	S 23° 07' 28" W	155.17'	0.3750	37.50
23	N 23° 21' 54" W	247.84'	0.6250	62.50
24	N 01° 49' 17" W	179.51'	0.2250	22.50
25	S 58° 07' 29" W	78.32'	0.1000	10.00
26	S 59° 23' 43" E	286.04'	0.7250	72.50
27	S 73° 03' 52" E	54.97'	0.0100	1.00
28	S 09° 24' 17" E	310.22'	0.7750	77.50
29	M. 53° 04' 15" E	167.91'	0.2250	22.50
30	N 02° 14' 15" E	292.02'	1.0000	100.00
31	N 01° 48' 32" E	292.02'	1.0000	100.00
32	S 23° 07' 28" W	155.17'	0.3750	37.50
33	N 23° 21' 54" W	247.84'	0.6250	62.50
34	N 01° 49' 17" W	179.51'	0.2250	22.50
35	S 58° 07' 29" W	78.32'	0.1000	10.00
36	S 59° 23' 43" E	286.04'	0.7250	72.50
37	S 73° 03' 52" E	54.97'	0.0100	1.00
38	S 09° 24' 17" E	310.22'	0.7750	77.50
39	M. 53° 04' 15" E	167.91'	0.2250	22.50
40	N 02° 14' 15" E	292.02'	1.0000	100.00
41	N 01° 48' 32" E	292.02'	1.0000	100.00
42	S 23° 07' 28" W	155.17'	0.3750	37.50
43	N 23° 21' 54" W	247.84'	0.6250	62.50
44	N 01° 49' 17" W	179.51'	0.2250	22.50
45	S 58° 07' 29" W	78.32'	0.1000	10.00
46	S 59° 23' 43" E	286.04'	0.7250	72.50
47	S 73° 03' 52" E	54.97'	0.0100	1.00
48	S 09° 24' 17" E	310.22'	0.7750	77.50
49	M. 53° 04' 15" E	167.91'	0.2250	22.50
50	N 02° 14' 15" E	292.02'	1.0000	100.00
51	N 01° 48' 32" E	292.02'	1.0000	100.00
52	S 23° 07' 28" W	155.17'	0.3750	37.50
53	N 23° 21' 54" W	247.84'	0.6250	62.50
54	N 01° 49' 17" W	179.51'	0.2250	22.50
55	S 58° 07' 29" W	78.32'	0.1000	10.00
56	S 59° 23' 43" E	286.04'	0.7250	72.50
57	S 73° 03' 52" E	54.97'	0.0100	1.00
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59	M. 53° 04' 15" E	167.91'	0.2250	22.50
60	N 02° 14' 15" E	292.02'	1.0000	100.00
61	N 01° 48' 32" E	292.02'	1.0000	100.00
62	S 23° 07' 28" W	155.17'	0.3750	37.50
63	N 23° 21' 54" W	247.84'	0.6250	62.50
64	N 01° 49' 17" W	179.51'	0.2250	22.50
65	S 58° 07' 29" W	78.32'	0.1000	10.00
66	S 59° 23' 43" E	286.04'	0.7250	72.50
67	S 73° 03' 52" E	54.97'	0.0100	1.00
68	S 09° 24' 17" E	310.22'	0.7750	77.50
69	M. 53° 04' 15" E	167.91'	0.2250	22.50
70	N 02° 14' 15" E	292.02'	1.0000	100.00
71	N 01° 48' 32" E	292.02'	1.0000	100.00
72	S 23° 07' 28" W	155.17'	0.3750	37.50
73	N 23° 21' 54" W	247.84'	0.6250	62.50
74	N 01° 49' 17" W	179.51'	0.2250	22.50
75	S 58° 07' 29" W	78.32'	0.1000	10.00
76	S 59° 23' 43" E	286.04'	0.7250	72.50
77	S 73° 03' 52" E	54.97'	0.0100	1.00
78	S 09° 24' 17" E	310.22'	0.7750	77.50
79	M. 53° 04' 15" E	167.91'	0.2250	22.50
80	N 02° 14' 15" E	292.02'	1.0000	100.00
81	N 01° 48' 32" E	292.02'	1.0000	100.00
82	S 23° 07' 28" W	155.17'	0.3750	37.50
83	N 23° 21' 54" W	247.84'	0.6250	62.50
84	N 01° 49' 17" W	179.51'	0.2250	22.50
85	S 58° 07' 29" W	78.32'	0.1000	10.00
86	S 59° 23' 43" E	286.04'	0.7250	72.50
87	S 73° 03' 52" E	54.97'	0.0100	1.00
88	S 09° 24' 17" E	310.22'	0.7750	77.50
89	M. 53° 04' 15" E	167.91'	0.2250	22.50
90	N 02° 14' 15" E	292.02'	1.0000	100.00
91	N 01° 48' 32" E	292.02'	1.0000	100.00
92	S 23° 07' 28" W	155.17'	0.3750	37.50
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97	S 73° 03' 52" E	54.97'	0.0100	1.00
98	S 09° 24' 17" E	310.22'	0.7750	77.50
99	M. 53° 04' 15" E	167.91'	0.2250	22.50
100	N 02° 14' 15" E	292.02'	1.0000	100.00

4447 LARGESIDE TOWNHOMES
 PLAT NO. 89
 11/11/03



Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH. mm*
FROM: Michele Miller, MMC, Town Clerk
DATE: June 9, 2016 for meeting of June 22, 2016
SUBJECT: Modification of Premise – Locals Liquors

SUMMARY: The Liquor Board is asked to consider a modification of premise for Local Liquors.

BACKGROUND:

Local Liquors LLC dba Locals Liquors – Modification of Licensed Premise

The applicant is requesting a modification of premise to change their liquor store back to the original floor plan. The modification changes the floor plan back to allow for Peak Provisions to occupy space in the unit again. The retail soft goods and beer storage is being removed. The Modification of Premise has been reviewed by the building inspectors and staff. Once the approval is returned by the State of Colorado the applicant will make the changes.

The licensee is not allowed to make any physical change, alteration or modification of the licensed premise, which substantially alters the license premise from the plans submitted at the time of obtaining the original license without prior written consent of the local and state licensing authorities.

PREVIOUS COUNCIL ACTION:

DISCUSSION:

Financial Implications: Local Liquors must pay the State of Colorado \$150.00 to change the premise. There is no local fee.

STAFF RECOMMENDATION:

Staff recommends approval of the application for modification of Premise for the Local Liquors. Please contact the Town Clerk's office with any questions or if you want to view more detail from the liquor application.

PROPOSED MOTION:

**I MOVE TO APPROVE LOCALS LIQUORS LLC DBA LOCALS LIQUORS–
MODIFICATION OF LICENSED PREMISE.**

ATTACHMENTS: Permit application report of changes and diagram.

MANAGERS COMMENTS:

FOR DEPARTMENT USE ONLY

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER _____
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a:		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		
2. Name of Licensee	3. Trade Name	
Locals Liquors LLC	Locals Liquors	
4. Location Address		
354 Blue River Parkway		
City	County	ZIP
Silverthorne	Summit	80498

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150⁰⁰</u>
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	TOTAL AMOUNT DUE \$ <u>150</u> .00

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

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.
 (a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)
 Former manager's name _____
 New manager's name _____
 (b) Date of Employment _____
 Has manager ever managed a liquor licensed establishment?..... Yes No
 Does manager have a financial interest in any other liquor licensed establishment?..... Yes No
 If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility
 NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.
 (a) Describe change proposed Locals liquors will decrease as licensed area back to its original size. The space currently being used for storage will be given back to peak provisions
 (b) If the modification is temporary, when will the proposed change:
 Start _____ (mo/day/year) End _____ (mo/day/year)
 NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00
 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?
 (If yes, explain in detail and describe any exemptions that apply) Yes No
 (d) Is the proposed change in compliance with local building and zoning laws? Yes No
 (e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?
 Yes No
 (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.
 (g) Attach any existing lease that is revised due to the modification. NA

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature: 	Title: <u>owner</u>	Date: <u>6/2/16</u>
------------------------------------------------------------------------------------------------	---------------------	---------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

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

Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date

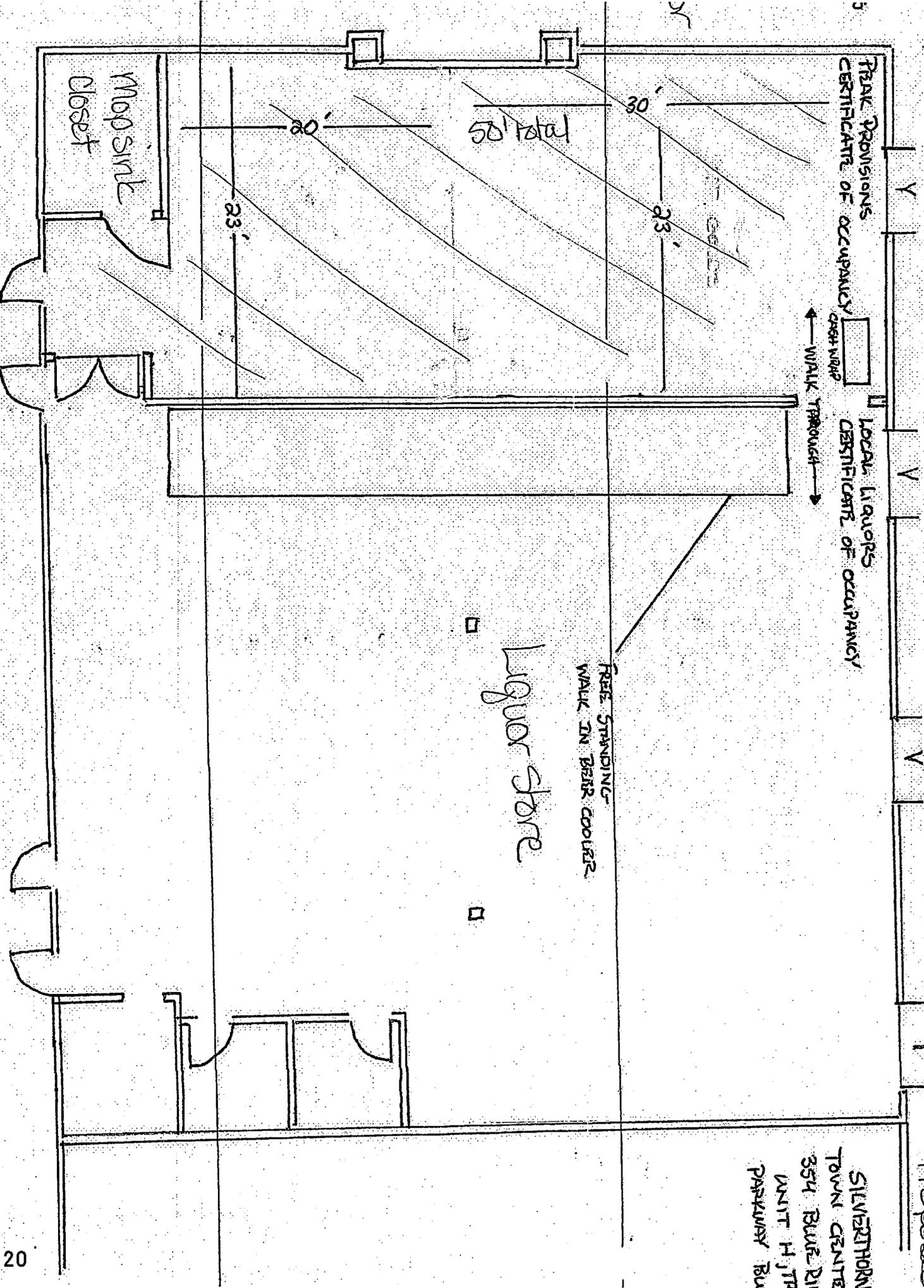
REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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Proposed

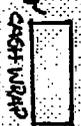
SILVERTHORN
TOWN CENTRE
354 BLUE RILL
UNIT H, 1ST
PARKWAY BU



Current

SILVERTHORN
TOWN CENTER
354 BLUE RIV
UNIT H, JTR
PARKWAY Bldg

TRAIL PROVISIONS
CERTIFICATE OF OCCUPANCY



WALK THROUGH

LOCAL LIQUORS
CERTIFICATE OF OCCUPANCY

OR

RETAIL
SOFT GOODS

30'

33'

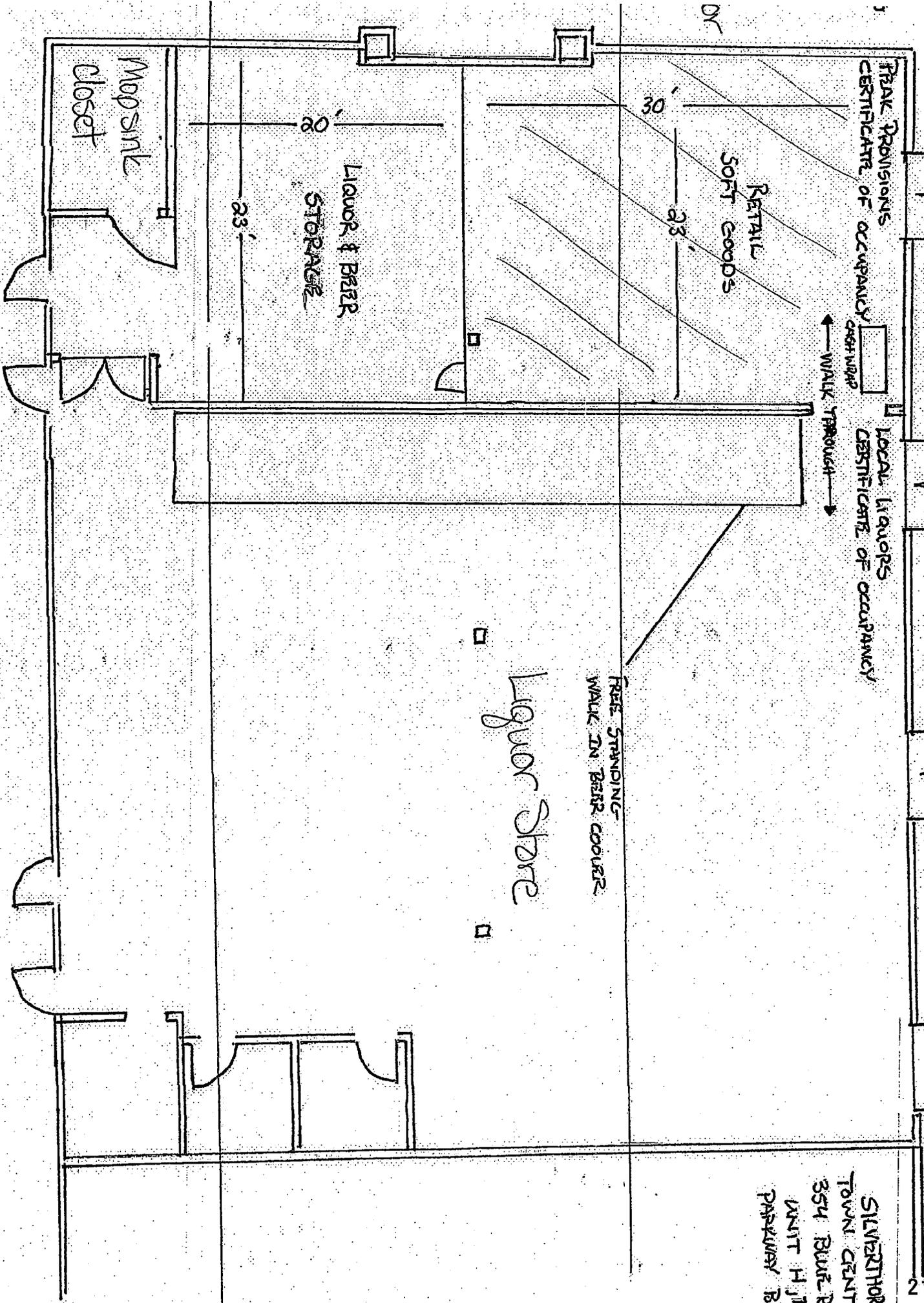
LIQUOR & BEER
STORAGE

33'

LIQUOR STORE

FREE STANDING
WALK IN BEER COOLER

Mopsink
closet



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Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: June 16, 2016, for the meeting of June 22, 2016
SUBJECT: South Maryland Creek Ranch (SMCR), Filing No. 1, Tract X – First Amendment – Final Plat, associated SIA, and Final Site Plan (PT2015-2)

SUMMARY: The applicant is requesting approval for a Final Plat, the associated Subdivisions Improvement Agreement (SIA), and Final Site Plan for SMCR, Filing No. 1, Tract X – First Amendment. The applicant is proposing to construct ten (10) single-family, footprint homes on Tract X. The proposed use, architecture, and site design are consistent with the previously approved SMCR PUD, Preliminary Subdivision Plan, and Final Plat for the subject property. Access to Tract X will be obtained off of a private access easement named West Benjamin Point.

PREVIOUS COUNCIL ACTION: On December 14, 2005, Town Council approved both the Annexation, and associated Annexation Agreement, and PUD zoning for South Maryland Creek Ranch (SMCR) PUD. On December 14, 2005, Town Council approved Ordinance No. 2005-17 creating the SMCR General Improvement District. A Sketch Subdivision of South Maryland Creek Ranch was approved by Town Council on November 9, 2005. The South Maryland Creek Ranch Minor Subdivision was approved by Town Council on June 28, 2006. On September 12, 2007, the Town Council approved the Sketch Plan for the South Maryland Creek Ranch Major PUD Modification which proposed 83 residential units on 416 acres. On November 14, 2007, the Town Council approved on first reading Ordinance No. 2007-23, an ordinance zoning 61 acres of the Maryland Creek Ranch to South Maryland Creek Ranch PUD. On November 28, 2007, the Town Council approved Ordinance No. 2007-23 on second reading, an ordinance zoning 61 acres of Maryland Creek Ranch to South Maryland Creek Ranch PUD.

Maryland Creek Ranch (MCR) Sketch Subdivision and Sketch Disturbance Permit Application (DPA) for the 416 acre property, was approved by Town Council on February 13, 2008. A Preliminary Subdivision and Preliminary DPA were approved on September 24, 2008. On June 24, 2009, Town Council re-approved the Preliminary Subdivision and DPA and granted a one-year extension to the MCR Preliminary Subdivision and DPA, extending the Preliminary approval to September 24, 2010. Staff approved a six month extension of the Preliminary Subdivision and DPA from September 24, 2010, to March 24, 2011.

On March 9, 2011, the Town Council reapproved the Preliminary Subdivision for MCR with an extended three-year effective date of approval. The reapproved Preliminary Subdivision expired on March 24, 2014.

On October 22, 2014, the Town Council approved the Fourth Amendment to the Amended and Restated Annexation and Development Agreement for SMCR, which extended certain deadlines by one year. On October 22, 2014, the Town Council approved the Second Amendment to the Amended and Restated Water Service Agreement for SMCR to extend a deadline by one year. On October 22, 2014, the Town Council approved the Fifth Amendment

Town of Silverthorne
Town Council Agenda Memorandum

to the Subdivision Improvements Agreement for SMCR to extend a deadline commensurate with the completion of required improvements.

On January 28, 2015, Council approved Minor Subdivision plats for SMCR and Ox Bow Ranch which resolved a property line location discrepancy.

On March 11, 2015, Council held a Public Hearing on the PUD Major Amendment application at their regular meeting and continued the item to the regularly scheduled meeting of May 27, 2015. On May 27, 2015, Council approved Ordinance No. 2015-08 on First Reading. On June 10, 2015, Council approved Ordinance No. 2015-08 on Second Reading, approving a Major Amendment to the SMCR PUD.

On September 23, 2015, Council approved the SMCR Preliminary Plan for Subdivision. On March 9, 2016, Council approved the Final Plat for South Maryland Creek Ranch – Filing No. 1, thereby creating Tract X. On September 23, 2015, Council approved the SMCR Preliminary Plan for Subdivision. On March 9, 2016, Council approved the Final Plat for South Maryland Creek Ranch, Filing No. 1, thereby creating Tract X. On April 13, 2016, Council approved a Preliminary Site Plan for South Maryland Creek Ranch, Filing No. 1, Tract X.

BACKGROUND: In December 2005, the Town annexed and zoned SMCR which then consisted of 71 single family residential units on 355 acres. On May 23, 2007, Maryland Creek Ranch, LLC, brought forward an Annexation Petition to annex an additional 61 acres. The primary purpose of this later annexation was to increase the acreage of SMCR property so that the one unit per five acre Rural Residential density would be maintained upon incorporating an additional twelve (12) units into the original SMCR PUD. In November 2007, the Town approved the annexation of an additional 61 acres concurrently with a Major PUD Amendment to zone the additional 61 acres and allow for an additional twelve (12) units of density in the SMCR PUD, which brought the total units to 83 single family units on 416 acres. On May 16, 2014, the applicants submitted the application for a Major Amendment to the SMCR PUD. On March 3, 2015, the Planning Commission forwarded a recommendation of approval of the PUD Major Amendment application to Council. On September 23, 2015, Planning Commission forwarded a recommendation of approval of the SMCR Preliminary Plan for Subdivision. On March 1, 2016, Planning forwarded a recommendation of approval of the Final Plat for SMCR – Filing No. 1.

DISCUSSION: Please see the attached Staff Report.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission, by a vote of 7 - 0, recommends approval of the Final Plat and Final Site Plan for South Maryland Creek Ranch, Filing No. 1, Tract X – First Amendment.

Suggested Motion: *“I move to approve the Final Plat, the associated SIA, and Final Site Plan for South Maryland Creek Ranch, Filing No. 1, Tract X – First Amendment.”*

ATTACHMENTS:
Staff Report and Exhibits

Town of Silverthorne
Town Council Agenda Memorandum

MANAGER'S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

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

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

Date: June 16, 2016, for the meeting of June 22, 2016

Subject: Final Plat, SIA, and Final Site Plan – South Maryland Creek Ranch, Filing No. 1, Tract X – First Amendment (PT 2016-2)

Owner: Maryland Creek Ranch, LLC – Tom Everist

Applicant: Joanna Hopkins, Development Director

Proposal: The applicant is proposing to construct ten (10) single-family, footprint homes on Tract X. The proposed use, architecture, and site design are consistent with the previously approved SMCR PUD, Preliminary Subdivision Plan, and Final Plat for the subject property. *(Please see the attached plans for further information.)*

Address: 28585 State Highway 9

Legal Description: Tract X, South Maryland Creek Ranch – Filing No. 1

Site Area: 2.37 acres, or 103,499 square feet

Zone District: South Maryland Creek Ranch Planned Unit Development (PUD)

Design District: N/A

Site Conditions: Of the total site area of 416 acres included in the subject PUD, a portion is currently being used by Everist Materials for their gravel operation. Limited construction of public infrastructure, approved under a Minor Subdivision plat, has also occurred.

Adjacent Uses: North: Remainder of the Maryland Creek Ranch property
South: US Forest Service property
East: Oxbow Ranch and Highway 9
West: US Forest Service property

Height: Allowed: 35 feet
Proposed: 28 feet

Lot Coverage: Allowed: 15% of lot area, or 15,525 square feet (maximum)
Proposed: 13% of lot area, or 13,455 square feet

- Parking:** Required: 2 spaces per unit
Proposed: 4 spaces per unit
- Snow Storage:** Required: 25% of paved surface, or 3,369 square feet (minimum)
Proposed: 28% of paved surface, or 3,830 square feet
- Landscaping:** Required: 30 trees and 60 shrubs
Proposed: 102 trees and 111 shrubs
- Setbacks:** As set forth in the SMCR PUD Guide, the residences depicted on the Preliminary Site Plan maintain the minimum separation between buildings of twenty feet (20'). The minimum front setback of ten feet (10') from the private access, Moss Landing, is likewise being maintained. No other setback requirements are germane to this proposal.

PREVIOUS COUNCIL ACTION: On December 14, 2005, Town Council approved both the Annexation, and associated Annexation Agreement, and PUD zoning for South Maryland Creek Ranch (SMCR) PUD. On December 14, 2005, Town Council approved Ordinance No. 2005-17 creating the SMCR General Improvement District. A Sketch Subdivision of South Maryland Creek Ranch was approved by Town Council on November 9, 2005. The South Maryland Creek Ranch Minor Subdivision was approved by Town Council on June 28, 2006. On September 12, 2007, the Town Council approved the Sketch Plan for the South Maryland Creek Ranch Major PUD Modification which proposed 83 residential units on 416 acres. On November 14, 2007, the Town Council approved on first reading Ordinance No. 2007-23, an ordinance zoning 61 acres of the Maryland Creek Ranch to South Maryland Creek Ranch PUD. On November 28, 2007, the Town Council approved Ordinance No. 2007-23 on second reading, an ordinance zoning 61 acres of Maryland Creek Ranch to South Maryland Creek Ranch PUD.

Maryland Creek Ranch (MCR) Sketch Subdivision and Sketch Disturbance Permit Application (DPA) for the 416-acre property, was approved by Town Council on February 13, 2008. A Preliminary Subdivision and Preliminary DPA were approved on September 24, 2008. On June 24, 2009, Town Council re-approved the Preliminary Subdivision and DPA and granted a one-year extension to the MCR Preliminary Subdivision and DPA, extending the Preliminary approval to September 24, 2010. Staff approved a six-month extension of the Preliminary Subdivision and DPA from September 24, 2010, to March 24, 2011.

On March 9, 2011, the Town Council reapproved the Preliminary Subdivision for MCR with an extended three-year effective date of approval. The reapproved Preliminary Subdivision expired on March 24, 2014.

On October 22, 2014, the Town Council approved the Fourth Amendment to the Amended and Restated Annexation and Development Agreement for SMCR, which extended certain deadlines by one year. On October 22, 2014, the Town Council approved the Second Amendment to the Amended and Restated Water Service Agreement for SMCR to extend a deadline by one year. On October 22, 2014, the Town Council approved the Fifth

Amendment to the Subdivision Improvements Agreement for SMCR to extend a deadline commensurate with the completion of required improvements.

On January 28, 2015, Council approved Minor Subdivision plats for SMCR and Ox Bow Ranch which resolved a property line location discrepancy.

On March 11, 2015, Council held a Public Hearing on an application for a Major Amendment to the SMCR PUD at their regular meeting, and continued the item to the regularly scheduled meeting of May 27, 2015. On May 27, 2015, Council approved Ordinance No. 2015-08 on First Reading. On June 10, 2015, Council approved Ordinance No. 2015-08 on Second Reading, thereby increasing the maximum allowable density from 83 to 240 dwelling units on 416 acres.

On September 23, 2015, Council approved the SMCR Preliminary Plan for Subdivision. On March 9, 2016, Council approved the Final Plat for South Maryland Creek Ranch – Filing No. 1, thereby creating Tract X. On April 13, 2016, Council approved a Preliminary Site Plan for Tract X, South Maryland Creek Ranch, Filing No. 1.

BACKGROUND: In December 2005, the Town annexed and zoned SMCR which then consisted of 71 single family residential units on 355 acres. On May 23, 2007, Maryland Creek Ranch, LLC, brought forward an Annexation Petition to annex an additional 61 acres. The primary purpose of this later annexation was to increase the acreage of SMCR property so that the one unit per five acres, Rural Residential density would be maintained upon incorporating an additional twelve (12) units into the original SMCR PUD. In November 2007, the Town approved the annexation of an additional 61 acres concurrently with a Major PUD Amendment to zone the additional 61 acres and allow for an additional twelve (12) units of density in the SMCR PUD, which brought the total units to 83 single family units on 416 acres. On May 16, 2014, the applicants submitted the application for a Major Amendment to the SMCR PUD to increase the maximum density to 240 dwelling units. On March 3, 2015, the Planning Commission forwarded a recommendation of approval of the PUD Major Amendment application to Council. On September 23, 2015, Planning Commission forwarded a recommendation of approval of the SMCR Preliminary Plan for Subdivision.

STAFF COMMENTS:

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

The Final Plat proposed for SMCR, Filing No. 1, Tract X – First Amendment, adheres to the SMCR PUD Development Plan and Guide, which was previously approved in accordance with Town Code Section 4-5-10(d). The proposed Final Plat is a simple re-subdivision of Tract X for the purpose of creating necessary access, snow-stack, and utility easements. The proposed Final Plat for Tract X meets the three criteria for approval listed above. The subject plat is accompanied by a Subdivision Improvements Agreement (SIA) which

contains a cost estimate for public improvements associated with the proposed development, and is attached to this report as Exhibit B.

Final Site Plan Analysis:

The Site Plan review process requires an application to be reviewed by Planning Commission and Town Council at the Preliminary and Final levels to determine if the plan complies with Zoning requirements, the Comprehensive Plan, and other pertinent Code standards and regulations.

Comprehensive Plan: The Silverthorne Comprehensive Plan reflects the goals and objectives of the community. The first criterion for review of a Final Site Plan is consistency with the goals and policies of the Comprehensive Plan. Given that the PUD Major Amendment, Preliminary Plan for Subdivision, and the Final Plat for Phase 1 were all previously found to be in compliance with the Comprehensive Plan, and the subject application adheres to the previous approvals listed above, Staff finds the Final Site Plan for Tract X in conformance with the Comprehensive Plan.

Chapter 4 of the Town Code: The second criterion for review of a Final Site Plan is consistency with Chapter 4, Article IV, Zoning Regulations; Article VI, Site Plan.

Land Use: Tract X is zoned as a common area parcel to accommodate ten (10) single-family, footprint style homes via the SMCR PUD, and the Final Site Plan for Tract X is consistent with this land use designation.

Zoning Standards: All of the pertinent Zoning Standards set forth in the SMCR PUD Guide, including building height, lot coverage, setbacks, and snow storage, are being met with the proposed Final Site Plan for Tract X.

Vehicular Access: The site is accessed via a 24' wide two-way private drive, named West Benjamin Point, aligned within a 35' easement. The proposed private access meets Town road standards.

Pedestrian Access: For pedestrian access, the applicant is proposing a soft surface trail connection to allow pedestrians to access Tract X, the Community Center, and the rest of the development.

Traffic Impacts: Based on Section 4-6-7(c)(2)c, *Final Site Plan Submittal Requirements*, the Town may request any reasonable information to aid in a Site Plan review, including Traffic Studies. Because the proposed development is part of a PUD and Subdivision for which thorough Traffic Studies have already been performed, Staff finds this criterion to be met.

Parking: Section 4-6-10 requires two parking spaces per single-family dwelling unit, and the applicant has proposed four spaces, two of which are enclosed in a garage, for each of the ten units.

Snow Storage: A minimum of 25% of the total paved area must be provided for snow

storage.

Landscaping: As indicated above, a minimum of three (3) trees and six (6) shrubs is required for each single-family home, which equates to thirty (30) trees and sixty (60) shrubs for this proposal. The applicant is proposing to plant 102 trees and 111 shrubs, not including existing vegetation, thereby exceeding the minimum requirement.

Lighting: The Lighting Plan is shown on Sheet LP in the accompanying reduced plan set included in the Final Site Plan application binder for Tract X. All lighting fixtures on the building must be down cast and fully shielded. Details and cut sheets for each type of fixture will be required upon Building Permit submittals.

Utilities: No comments or concerns regarding proposed utilities have been received from the Utilities Manager.

Drainage: The Phase I Master Drainage Plan was submitted and approved with the Final Plat for SMCR – Filing No. 1 on March 9, 2016. Given that Tract X is located within the plans for Phase I, this criterion has been met.

Architecture: There are two home prototypes proposed for Tract X: the Keller Cabin, and the Powell Cabin. Both of these home types meet the architectural requirements of the SMCR PUD Guide and incorporate columns, trusses, beams, and a combination of gable and shed roofs. *(Please see the attached application binder for details.)*

PLANNING COMMISSION RECOMMENDATION: The Planning Commission, by a vote of 7-0, recommends approval of the Final Plat and Final Site Plan for SMCR, Filing No. 1, Tract X – First Amendment.

Suggested Motion: *“I move to approve the Final Plat, the associated SIA, and the Final Site Plan for SMCR, Filing No. 1, Tract X – First Amendment.”*

Alternate Motion: Should Council determine that the subject application does not meet Town requirements, the following motion may be made: *“I move to deny the Final Plat and Final Site Plan for SMCR, Filing No. 1, Tract X – First Amendment, with the finding that it does not meet STC Section 4-6-8(i) Criteria for a Final Site Plan.*

EXHIBITS:

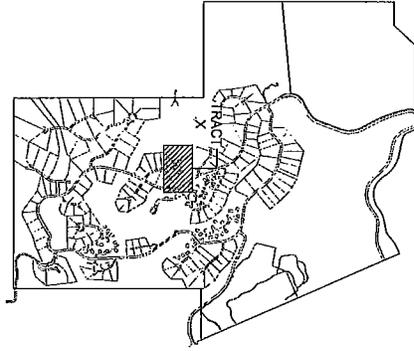
Exhibit A: Reduced Plan Set (8"x11")

Exhibit B: SIA

ATTACHMENTS:

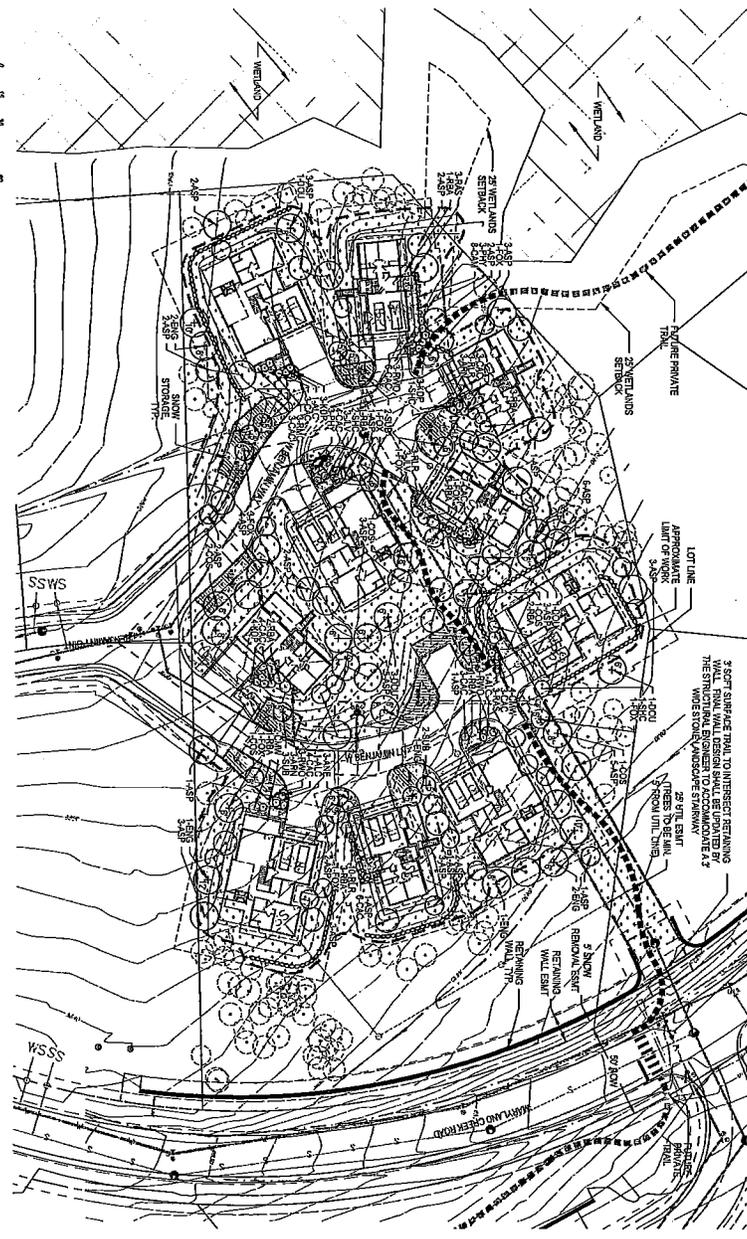
SMCR – SMCR, Filing No. 1, Tract X – First Amendment, Application Binder

KEY MAP
 NORTH
 N.T.S.



LANDSCAPE LEGEND

- EXISTING DECIDUOUS TREES WITH LOT TO REMAIN
- EXISTING CONIFER TREES WITH LOT TO REMAIN
- EXISTING TREES TO BE REMOVED
- ASPEN TREE (H)
- CONIFER TREE (H)
- PROPOSED ASPEN (H)
- PROPOSED CONIFER (H)
- PROPOSED TREE IN GROUND COVER
- PROPOSED TREE IN LANDSCAPE MULCH
- PROPOSED TREE IN CONCRETE WALK
- PROPOSED TREE IN SNOW STORAGE
- PROPOSED TREE IN SHADE CUT EDGE
- PROPOSED TREE IN APPROXIMATE LIMIT OF EXPOSURE
- PROPOSED TREE IN LOT LINE
- PROPOSED TREE IN RESIDENTIAL REMAINING WALL
- PROPOSED TREE IN PERMANENT TRAIL



- NOTES**
1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
 2. ALL DISTURBED AREAS SHALL BE REVEGETATED USING A WHITE GRASS MIX.
 3. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH A MIXTURE OF WHITE GRASS AND RED TOP SOYBEAN IN ROW SPACING NOT TO EXCEED 18\"/>
 - 4. ALL TREES, SHRUBS, AND ANNUALS SHALL BE REVEGETATED. ALL TREES AND SHRUBS TO BE REPLACED SHALL BE SPECIALLY SPECIFIED BY THE ARCHITECT.
 - 5. ALL PLANT SYMBOLS SHOWN IN SNOW STORAGE AREAS SHALL BE PLANTS TOLERANT OF SNOW LOAD.
 - 6. ALL PLANTINGS SHALL BE PLANTED TO MAINTAIN COMPACTS WITH ROOT TRUNCATION AND EXISTING TRUNKS TO REMAIN UNLESS OTHERWISE NOTED.
 - 7. FINAL PLANT LOCATIONS SHALL BE FIELD VERIFIED.
 - 8. EXISTING TREES TO REMAIN SHALL BE PROTECTED. REFERENCE TREE AND SHRUB PROTECTION SHALL BE SHOWN IN SCHEDULES.
 - 9. EXISTING TREES TO BE REMOVED SHALL BE A VARIETY OF SIZES TO MAINTAIN NATURAL TREE STANDS.

NOT FOR CONSTRUCTION

DATE:	1/23/2015
PRELIMINARY SITE PLAN:	4/27/16
FINAL SITE PLAN:	
LANDSCAPE PLAN:	
SHEET NUMBER:	LA-2

OWNER:
 MARYLAND CREEK RANCH LLC
 660 ADAMS AVE.
 SILVERTHORNE, CO 80438
 970.526.0911

MARYLAND CREEK RANCH - TRACT X
 SILVERTHORNE, COLORADO 80438

NORRIS DESIGN
 Principal Landscape Architects
 PO Box 2320
 Fort Collins, CO 80501
 970.226.7058

SUBDIVISION IMPROVEMENTS AGREEMENT
South Maryland Creek Ranch, Filing No. 1,
Tract X – First Amendment

THIS SUBDIVISION IMPROVEMENTS AGREEMENT (the "Agreement") is made and entered into this ___ day of June, 2016 (the "Effective Date"), by and between Maryland Creek Ranch, LLC, a limited liability company with an address of 200 East 10th Street, Suite 203, Sioux Falls, SD 57104 ("Owner") and the Town of Silverthorne, a Colorado home rule municipality with an address of P.O. Box 1309, Silverthorne, Colorado 80498 (the "Town") (each individually a "Party" and collectively, the "Parties").

WHEREAS, Owner owns certain real property located in the Town, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS and Owner has submitted an application for the installation of public improvements within the Property (the "Project"); and

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose and Scope. This Agreement pertains to the Improvements to be constructed on the Property.
2. Improvements. Owner agrees to complete or pay for, as described herein, the public improvements described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Improvements"), subject to this Agreement and in accordance with all approved plans and specifications.
3. Construction.
 - a. All Improvements shall be installed and completed at the expense of Owner, and dedicated or conveyed to the Town upon the Town's acceptance thereof. The estimated cost of the Improvements is set forth in **Exhibit B** (the "Estimated Costs").
 - b. All materials used in construction of the Improvements shall be new, and both workmanship and materials shall be of good quality. All construction shall comply with the Engineering Plans attached hereto as **Exhibit C** and incorporated herein by this reference. All stakes, bench marks, and other survey points shall be preserved by Owner until the Improvements have been accepted by the Town.
 - c. The Town may make reasonable engineering observations at Owner's expense. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Improvements.
 - d. Owner shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Improvements at its sole cost and expense, including reproducible "as-built" drawings certified accurate by a professional engineer registered in the State of Colorado.

e. Owner shall be responsible for all costs for the Improvements including without limitation preliminary and final design, plan, as-built drawing preparation, construction costs, surveying costs and required studies related to the Improvements 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.

f. Owner shall keep and maintain all of the Improvements in good order and condition until the Town accepts the Improvements.

g. 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.

h. Owner shall take all steps necessary to prevent its construction activities from causing bodily injury, including without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.

i. Owner shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands.

j. Prior to issuance of a building permit other than for facilities required for the Improvements, the following shall be completed: the lot for which the building permit is requested must have 2 means of access over all-weather surfaced roads (road base, but asphalt is not required); and a fire hydrant with adequate flow and water pressure must be located within 200' of the closest point of the building foundation. For properties greater than 200' from a fire hydrant, a building permit may be issued for construction of the foundation only. Prior to the issuance of any Certificate of Occupancy, all Improvements (including the new sewer lift station and force main) must be completed, inspected, approved and accepted by the Town.

k. All Improvements shall be completed within 2 years after the Effective Date, provided that the Town, in its sole discretion, may extend the time for completion of the Improvements for good cause shown.

4. Applicable Law. Owner shall comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*

("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

5. Title Commitment. Within 30 days after the recording of the final plat, Owner shall provide the Town with a title commitment for the Property. The title commitment shall show that all property to be dedicated to the Town is or shall be subsequent to the recording of the plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable, as the Town determines in its sole discretion.

6. Completion. Upon written request by Owner for a Certificate of Completion, and provided that all obligations of this Agreement have been completed by Owner, the Town will issue the Certificate of Completion. Upon issuance of the Certificate of Completion, the Improvements to be dedicated to and owned by the Town, as described in **Exhibit B**, shall be deemed approved and accepted by the Town, subject to the warranty set forth in this Agreement. All Improvements which will not be dedicated to the Town, as described in **Exhibit B**, shall be inspected by a private inspector, approved by the Town, who shall provide the Town with a written certification of compliance with all applicable plans and specifications.

7. Performance Guarantee.

a. To secure the construction and installation of the Improvements, Owner shall furnish the Town, at Owner's expense and prior to the issuance of the first grading permit for the Property, cash or an irrevocable letter (or letters) of credit in which the Town is designated as beneficiary in an amount equal to 150% of the Estimated Costs (the "Performance Guarantee").

b. The Performance Guarantee shall be in a form approved by the Town in its sole discretion.

c. The purpose of the Estimated Costs is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Owner agrees to pay all costs of the Improvements for which it is legally obligated, regardless of the Estimated Costs.

d. The Estimated Costs may increase in the future. Accordingly, the Town reserves the right to review and adjust the Estimated Costs on an annual basis. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the Estimated Costs, the Town shall give written notice to Owner. Owner shall, within 30 days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the

amount of the adjusted Estimated Costs. If Owner fails to provide a new or amended Performance Guarantee, the Town may exercise the remedies provided for in Section 10 hereof; provided, however, that prior to increasing the amount of the Performance Guarantee, the Town shall give credit to Owner for all Improvements which have actually been completed, so that the amount of the Performance Guarantee relates to the cost of required Improvements not yet constructed.

e. If the Improvements are not constructed or completed within the period of time and in the manner specified by this Agreement, the Town may draw on the Performance Guarantee to complete the Improvements. If the Performance Guarantee is to expire within 14 days and Owner has not yet provided a satisfactory replacement, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the Town deems appropriate.

f. If requested by Owner, the Town may consider allowing partial releases of the Performance Guarantee as construction of the Improvements progresses. Partial release requests shall be made in writing and shall be accompanied by appropriate records documenting the Improvement completed and associated cost amounts. The Town may inspect the Improvements and shall determine the amount of the partial release within 14 days following receipt of the request. If the Town 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 the Town may release a portion of the Performance Guarantee. The amount of the partial release shall be the amount and quantity of the Improvement completed as identified in **Exhibit B**. Partial release requests shall be made no more frequently than once per month.

g. No determination by the Town of construction performed nor any partial release of any portion of the Performance Guarantee shall be deemed as acceptance of Improvements by the Town.

h. Upon issuance of the Certificate of Completion, as approved in writing by the Town, the Performance Guarantee shall be reduced to the amount of 20% of the total actual cost of construction and installation of the Improvements. The reduced Performance Guarantee shall be held by the Town during the 2-year warranty period.

8. Warranty.

a. Owner shall warrant any and all of the Improvements which are conveyed to the Town for a period of 2 years from the date of issuance of the Certificate of Completion.

b. Specifically, but not by way of limitation, Owner shall warrant that: the Improvements that it constructs will not fail, and that the Improvements will be constructed and installed in a workmanlike manner suitable for their intended uses and in accordance

with any applicable federal, state, municipal, and special district statutes, ordinances, regulations, rules and codes; the title conveyed is marketable and its transfer rightful.

c. If, within the warranty period, any of the work, materials or equipment is found to be or becomes defective or deficient, Owner shall, without cost to the Town, correct it promptly.

d. The warranty period shall be automatically extended for any remedial or repair work that is necessary within the first 2 years.

9. Breach.

a. If Owner breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A demand that the security given for the completion of the Improvements be paid or honored; and
- iv. Any other remedy available at law or in equity.

b. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the Improvements, the Town shall provide Owner 30 days' written notice of its intent to take any action under this Section, during which Owner may cure the breach and prevent further action by the Town.

c. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

d. Should this Agreement become the subject of litigation to resolve a claim of breach by Owner and a court of competent jurisdiction determines that Owner was in breach of this Agreement, Owner shall pay the attorney fees, expenses and court costs of the Town.

10. Indemnification.

a. Owner hereby agrees to indemnify and hold harmless the Town, its officers, employees and agents from any and all suits, actions and claims of every nature and

description caused by, arising from or on account of any act or omission of Owner, or of any other person or entity for whose act or omission Owner is liable, with respect to construction of the Improvements; and Owner shall pay any and all judgments rendered against the Town as the result of any suit, action or claim within the scope of the indemnification provision contained in the prior clause, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

b. Owner shall pay all property taxes on the portions of the Property dedicated to the Town accrued as of the date of dedication, and shall indemnify and hold harmless the Town for any property tax liability.

11. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning this Agreement shall be brought in Summit County, Colorado.

b. Modification. This Agreement shall not be modified except by subsequent written agreement of the Parties.

c. Integration. This Agreement and any attached exhibits constitute the entire agreement between Owner and the Town, superseding all prior oral or written communications.

d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

e. Severability. If any provision of this Agreement is determined to be void by any 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.

f. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning this Agreement shall be brought in Boulder County, Colorado.

g. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Owner under this Agreement without the prior written approval of the Town, which approval shall not be unreasonably withheld. Should the Town approve an assignment, 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 Property, as the burdened property, as an easement in gross for the benefit of the Town. 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.

h. Recordation. This Agreement shall be recorded in the real estate records of Summit County and shall be a covenant running with the Property.

i. Title and Authority. Owner expressly warrants and represents to the Town that, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Agreement. Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

j. Third Parties. There are no intended third-party beneficiaries to this Agreement.

k. 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 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 otherwise available to the Town and its officers, attorneys or employees.

l. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the party at the address set forth on the first page of this Agreement.

m. 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 or unavoidable casualties, then Owner's time for performance shall be extended.

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

TOWN OF SILVERTHORNE

Bruce Butler, Mayor

ATTEST:

Michelle Miller, Town Clerk

MARYLAND CREEK RANCH, LLC.

Thomas S. Everist, Manager

STATE OF SOUTH DAKOTA)
)
COUNTY OF MINNEHAHA) ss.

Acknowledged, subscribed, and sworn to before me this _____ day of March, 2016, by Thomas S. Everist as Manager of Maryland Creek Ranch, LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A

Legal Description

SOUTH MARYLAND CREEK RANCH, FILING NO. 1, TRACT X – FIRST
AMENDMENT

Exhibit B

Improvements Quantities and Cost Estimates

**South Maryland Creek Ranch - Tract X
Silverthorne, Colorado
Project No. 133-23519-14002
Subdivision Improvements Agreement - Estimate
6/14/16**

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
A. Public Infrastructure				
1 8" DIP Water Main	LF	302	\$66.60	\$20,113.20
2 Fire Hydrant Assembly	EA	2	\$9,450.00	\$18,900.00
3 8" Gate Valve	EA	2	\$1,800.00	\$3,600.00
4 8" PVC Sewer Main	LF	312	\$52.20	\$16,286.40
5 Sanitary Sewer Manholes	EA	2	\$2,970.00	\$5,940.00
			SUBTOTAL	\$64,839.60

Plan Reference

1. Tract X Final Site Plan Submittal dated April 20, 2016.

Notes

1. This estimate includes the water and sewer main improvements in the water and sewer easements dedicated to the Town of Silverthorne.
2. Landscaping, revegetation and top soil are not included in this estimate.

(150% of Cost Estimate = \$97,259.40)

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, and have been placed on file with Silverthorne's Public Works Department.

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: Lina Maria Lesmes, AICP, Senior Planner *LML*
DATE: June 16, 2016, for meeting of June 22, 2016
SUBJECT: Conditional Use Permit Renewal for J&H Mountain Auto Services,
located at 205 and 207 Warren Avenue (*Continued from May 25, 2016*)

SUMMARY: The applicant, Kamil Petrik from J&H Mountain Auto Services, is requesting an extension of the Conditional Use Permit for 'Auto Storage' in the C-2 Zone District.

BACKGROUND: On April 11, 2016, Staff received a letter from J&H Mountain Auto Services requesting an extension of the term of the Conditional Use Permit for 'Auto Storage'. On April 13, 2016, Community Development Staff inspected the property, and noted that there were violations to the conditions of approval of the CUP. Per Section 4-4-19(i), if the Community Development Department finds that the owner is not in compliance with the conditions of the CUP when reviewing the permit for renewal, the Department is required to set a public hearing at which the Town Council will consider the renewal or the expiration of the term of the conditional use.

Per Section 4-4-19(j), in considering the renewal or expiration of a Conditional Use Permit, Town Council may take the following courses of action:

- Renew the conditional use approval for a period not less than 1 year.
- Find that the owner has failed to substantially comply with the conditions of use approval and that the term of the CUP has expired.
- Choose not to renew the conditional use for other reasons.
- Renew the CUP approval subject to a modification of existing conditions or the addition of new conditions.

PREVIOUS COUNCIL ACTION: On April 27, 2011, Town Council approved a Conditional Use Permit for 'Auto Storage' on the property. The applicant requested to store up to 10 cars inside the north building, and 10-15 cars in the designated outdoor vehicle storage area. The CUP was approved with the following conditions:

1. The CUP is personal to the applicant, **Kamil Petrik or JH Mountain Services** and nontransferable. Should the applicant's ownership, lease or sublease terminate or be transferred during the term of the CUP, the CUP shall expire.
2. The term of the CUP shall be 5 years, unless sooner terminated or revoked for failure of the applicant to comply with any of the conditions hereof, or as a result of action by the Town to enforce the conditions of the permit or requirements of the Town Code.
3. All parking spaces required under Section 4-6-10 that provide parking for customers, employees, and company-owned vehicles shall be striped.
4. No loading, unloading or temporary parking in Town right-of-way is allowed.
5. All auto storage shall occur within the designated vehicle storage area, as shown on the approved site plan. Auto storage is not permitted in required parking spaces.

6. Vehicles in severe disrepair shall be stored inside the north building, whose address is 207 Warren Avenue, and maintained from public view at all times.
7. An 8-foot tall, solid, cedar fence shall be constructed in the locations shown on the approved site plan. Such fencing shall be constructed on or before August 1, 2011.
8. The gates at the access points from Warren Avenue and Brian Avenue shall remain closed during non-business hours.
9. That the applicant work with Staff to verify that the storage lot is in compliance with State environmental requirements.

On May 25, 2016, Town Council continued the application for renewal of the CUP for Auto Storage to June 22, 2016. Town Council requested that the applicant work with Staff to figure out a way for him to operate within his own property and without violations.

DISCUSSION: Town Code Section 4-4-19 (d) establishes 7 criteria for evaluating a CUP application. Staff finds that two of the seven criteria are not being met with the application, but can be met with conditions. In particular, Staff finds that criteria 1, and 5 are not met. As such, Staff recommends that specific conditions be added regarding the parking area striping and surfacing, and requiring unobstructed driveways during business hours to meet criterion 1. In addition, Staff recommends adding a condition to require that a barrier be installed that would prevent the parking of vehicles within the snow storage area along Brian Avenue. Staff finds that the applicant is may be more capable of meeting the conditions of approval with the proposed addition of a designated 'Temporary Drop-Off Zone', combined with adequate signage and more efficient operation of the business. Criterion 6 may be met with the additional and modified conditions.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2016-19, a Resolution approving the Renewal of the Conditional Use Permit for J&H Mountain Auto Services to allow 'Auto Storage' in the C-2 Zone District, based on the following findings and with the following conditions:

Findings:

1. The application meets all the criteria in Town Code Section 4-4-19 regarding Conditional Use Permits.
2. Renewal the CUP approval is permitted by Town Code Section 4-4-19.j, subject to a modification of existing conditions and the addition of new conditions.

Conditions:

1. The Storage CUP is personal to the Applicant, J&H Mountain Auto Services or Kamil Petrik, and is nontransferable. Should the Applicant's ownership, lease or sublease terminate or be transferred to another entity during the term of the Storage CUP, the Storage CUP shall expire.
2. The term of the Storage CUP shall be 5 years, unless sooner terminated or revoked for failure of the Applicant to comply with any of the conditions hereof, or as a result of action by the Town to enforce the conditions of the permit or requirements of the Silverthorne Town Code.

3. All parking spaces required by Section 4-6-10 of the Silverthorne Town Code that provide parking for customers, employees, and company-owned vehicles shall be professionally striped with paint no later than August 12, 2016.
4. The surfacing of the parking and vehicle storage areas shall be repaired by either repaving or seal coating and patching no later than August 12, 2016.
5. The driveways shall remain unobstructed during between the hours of 10:00 a.m. and 6 p.m. The parking, storage, loading, and unloading of vehicles in the driveways is not permitted between 10:00 a.m. and 6 p.m.
6. After-hours drop-off of moving vehicles is permitted in the area designated as such on the Site Plan between the hours of 6 p.m. and 10:00 a.m. only. Signage indicating drop off location and times must be installed no later than August 12, 2016.
7. Vehicles shall not be parked or stored in the snow storage area along Brian Avenue. A barrier to prevent the parking of vehicles on the north side of the driveway accessing Brian Avenue, as approved by the Community Development Department, shall be installed no later than August 12, 2016.
8. There shall be no loading, unloading or temporary parking in Town right-of-way.
9. All vehicle storage shall occur within the designated vehicle storage area, as shown on the site plan. Vehicle storage is not permitted in required parking spaces.
10. Vehicles in severe disrepair shall be stored inside the north building (207 Warren Avenue), and hidden from public view at all times.
11. An 8-foot solid cedar fence shall be maintained on the Property in the locations shown on the site plan.
12. The gates at the access points from Warren Avenue and Brian Avenue shall remain closed during non-business hours.

Suggested Motion:

"I move to approve Resolution 2016-19, a Resolution approving the Renewal of the Conditional Use Permit for J&H Mountain Auto Services, with conditions."

ATTACHMENTS: Staff Report and Exhibits

MANAGER'S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

From: Lina Maria Lesmes, AICP, Senior Planner

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

Date: June 16, 2016, for meeting of June 22, 2016
(continued from May 25, 2016)

Subject: Conditional Use Permit Renewal for J&H Mountain Auto Services to allow for 'Auto Storage' in the C-2 Zone District

Owner/Applicant: Kamil Petrik, J&H Mountain Auto Services

Proposal: The applicant is requesting an extension of the Conditional Use Permit (CUP) to allow 'Auto Storage' in the C-2 zone district.

Address: 205 and 207 Warren Avenue

Legal Description: Lot 2-A, Block 2, Enterprise Park Subdivision

Site Area: 36,060 square feet or 0.828 Acres

Zone District: C-2, Heavy Commercial, and Town Core Periphery Design District

Site Conditions: The site is a corner lot that contains two buildings, 207 Warren Avenue, which fronts onto Warren Avenue, and 205 Warren Avenue, which fronts onto Brian Avenue. The south west portion of the lot is paved with asphalt and enclosed with a fence. There is mature landscaping along the street frontage of both buildings.

Adjacent Uses: North: Parking, Mixed Use Commercial Building, C-2
South: FedEx, Hallmark-Silverthorne LLC, C-2
East: Brian Avenue, Lake Dillon Towing, Global Collision, C-2
West: Black Bear Business Center, C-2

Parking: Required: 20 plus 1 handicap accessible space
Proposed: 20 plus 1 handicap accessible space

Snow storage: Required: 3,975 square feet (25% of paved areas)
Proposed: 5,265 square feet (28% of paved areas)

PREVIOUS COUNCIL ACTION: The two buildings on the site were built between 1979 and 1981, and have been occupied by a variety of businesses. J&H Mountain Auto Services, an auto-repair and towing business, began operating in the east building in 2006, and expanded its operation to the north building in 2010. In 2011, the applicant added the Budget Rental Truck business to the property.

On November 14, 2007, Town Council denied a Conditional Use Permit and Site Plan Modification for J&H Mountain Auto Services. The proposed CUP was for the storage of approximately 16-30 vehicles on the property, in a designated outdoor storage area.

On April 27, 2011, Town Council approved a Conditional Use Permit for 'Auto Storage' on the property. The applicant requested to store up to 10 cars inside the north building, and 10-15 cars in the designated outdoor vehicle storage area. The CUP was approved with the following conditions:

1. The CUP is personal to the applicant, **Kamil Petrik or JH Mountain Services** and nontransferable. Should the applicant's ownership, lease or sublease terminate or be transferred during the term of the CUP, the CUP shall expire.
2. The term of the CUP shall be 5 years, unless sooner terminated or revoked for failure of the applicant to comply with any of the conditions hereof, or as a result of action by the Town to enforce the conditions of the permit or requirements of the Town Code.
3. All parking spaces required under Section 4-6-10 that provide parking for customers, employees, and company-owned vehicles shall be striped.
4. No loading, unloading or temporary parking in Town right-of-way is allowed.
5. All auto storage shall occur within the designated vehicle storage area, as shown on the approved site plan. Auto storage is not permitted in required parking spaces.
6. Vehicles in severe disrepair shall be stored inside the north building, whose address is 207 Warren Avenue, and maintained from public view at all times.
7. An 8-foot tall, solid, cedar fence shall be constructed in the locations shown on the approved site plan. Such fencing shall be constructed on or before August 1, 2011.
8. The gates at the access points from Warren Avenue and Brian Avenue shall remain closed during non-business hours.
9. That the applicant work with Staff to verify that the storage lot is in compliance with State environmental requirements.

On September 14, 2011, Town Council approved a second Conditional Use Permit for J&H Mountain Auto Services to conduct 'Equipment Rental' associated with a Budget Rental Truck business, with the following conditions:

1. The CUP is personal to the applicant, **Kamil Petrik or JH Mountain Services** and nontransferable. Should the applicant's ownership, lease or sublease terminate or be transferred during the term of the CUP, the CUP shall expire.
2. The term of the CUP shall be 5 years, unless sooner terminated or revoked for failure of the applicant to comply with any of the conditions hereof, or as a result of action by the Town to enforce the conditions of the permit or requirements of the Town Code.
3. All parking spaces required under Section 4-6-10 that provide parking for customers, employees, and company-owned vehicles shall be striped, in compliance with Section 4-6-10.d.7.
4. All parking and vehicle storage areas shall be maintained, including the surfacing and striping, in compliance with Section 4-6-10.g.
5. No loading, unloading or temporary parking in Town right-of-way is allowed.

6. All equipment rental shall occur within the designated vehicle storage area, as shown on the approved site plan. Equipment rental and Auto storage are not permitted in required parking spaces.

The Conditional Use Permit for 'Auto Storage' expired on April 27, 2016, and the applicant is requesting its renewal. The Conditional Use Permit for 'Equipment Rental' was due to expire on September 14, 2016. However, as part of the amendments to the Use Schedule that occurred in 2013, 'Equipment Rental' is now a permitted use in the C-2 Zone District, and operating such a use no longer requires a Conditional Use Permit.

On May 25, 2016, Town Council continued the application for renewal of the CUP for Auto Storage to June 22, 2016. Town Council requested that the applicant work with Staff to figure out a way for him to operate within his own property and without violations.

BACKGROUND: On April 11, 2016, Staff received a letter from J&H Mountain Auto Services requesting an extension of the term of the Conditional Use Permit (See Exhibit B). On April 13, 2016, Community Development Staff inspected the property, and noted that there were vehicles parked throughout the site, and outside the designated vehicle storage area approved by the CUP. This constituted non-compliance with the CUP condition #5. Staff also received input from the Code Enforcement Officer, Greg Roy, regarding prior correspondence with Kamil Petrik of J&H Mountain Auto Services regarding the storage of vehicles on his property and in the Town Right-of-Way. (Please see Exhibits C and D).



Per Section 4-4-19(i), if the Community Development Department finds that the owner is not in compliance with the conditions of the CUP when reviewing the permit for renewal, the Department is required to set a public hearing at which the Town Council will consider the renewal or the expiration of the term of the conditional use.

Per Section 4-4-19(j), in considering the renewal or expiration of a Conditional Use Permit, Town Council may take the following courses of action:

- Renew the conditional use approval for a period not less than 1 year.
- Find that the owner has failed to substantially comply with the conditions of use approval and that the term of the CUP has expired
- Choose not to renew the conditional use for other reasons
- Renew the CUP approval subject to a modification of existing conditions or the addition of new conditions.

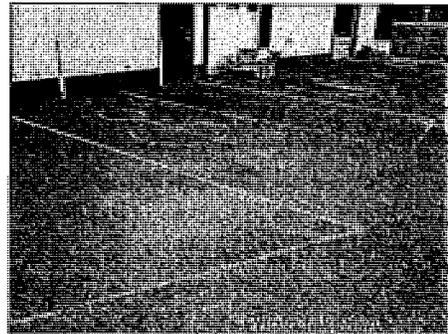
STAFF COMMENTS – ZONING: The buildings and site are considered legally non-conforming in terms of some Code standards and the Town Core Periphery Design District Standards. In particular, the uses on the property are not uses that support the Town Core District, such as retail, civic, high density residential, or professional offices and services. Review of the CUP against the zoning and design standards takes into consideration the pre-existing non-conformity of the structures and site.

Use: The applicant is requesting an extension of the CUP permitting the use of 'Auto Storage' in the C-2 Zone District. The use is operated in conjunction with other uses on the property, including 'Auto Repair', 'Equipment Rental', and 'Vehicle Towing'. Auto storage is proposed for vehicles that are in the process of being serviced or repaired, for vehicles that have been towed and require storage, and for moving trucks and trailers.

As a condition of approval of both Conditional Use Permits, all vehicle storage is required to be contained to the designated 'Vehicle Storage Area' on the Site Plan (Exhibit A), and not obstructing required parking or driveways entrances. Staff has noted on numerous occasions that cars and trucks are parked within the driveway, outside of the designated storage area, or parked in the yard directly in front of the building fronting Brian Avenue (Please see Exhibits C, D, and E). As a result, there may not be adequate space on the property to accommodate the various uses and businesses.

Parking: There is sufficient space onsite for the 21 parking spaces required by the Town Code for the auto repair, service bay, and office uses on the property. Required parking is utilized by customers, employees, and company-owned vehicles. These parking spaces are shown on the Site Plan immediately behind each building.

Section 4-6-10.d.7 requires that all spaces must be striped and maintained. Striping was required as a condition of the 2011 approval of the Conditional Use Permit. To address the condition, the applicant personally striped the parking as shown on the right. However, when Staff and the applicant walked the property on May 11, 2016, the parking striping had faded completely. Staff finds that the required parking on the property needs to be adequately striped with paint, in order to maximize its longevity.



In addition, Section 4-6-10.e.4.k requires that parking facilities and driveways be surfaced concrete, asphaltic concrete, or asphalt. Although the parking onsite is surfaced with asphalt, Staff noticed areas where the asphalt either no longer exists or needs repair. Per the Town Code maintenance requirements, "Every owner of a parking facility within the Town shall maintain such facility, including the surfacing, drainage, signs, striping, lights, and landscaping, in good repair and in an unobstructed condition so as to ensure its proper use at all times." In order to meet the parking and maintenance requirements for the property, the parking area should be repaved or seal coated and patched.

Driveways: Section 4-6-10.e.4.e states, "All off-street parking stalls shall have legal, unobstructed access to a public street or alley." On various occasions, Staff has noted that vehicles are parked within the driveways, obstructing access to the site and interior parking

area. Staff recommends that any extension of the Conditional Use Permit be conditioned on maintaining both driveways unobstructed during business hours (10 a.m.- 6 p.m.).

Snow Storage: The proposed snow storage meets the Code requirements. However, vehicles are oftentimes parked within the snow storage area in front of the building facing Brian Avenue. The applicant has noted that a barrier could be installed to prevent vehicles from being parked within the snow storage area. Staff recommends that any extension of the Conditional Use Permit be conditioned upon the installation of a barrier to prevent vehicles from being parked or stored in the yard and snow storage along Brian Avenue.

Landscaping: The applicant's proposal does not include changes to the site landscaping. For a site with 36,059 square feet in the C-2 zone district, 12 trees and 18 shrubs are required. At present, there are ample evergreen and deciduous trees in front of both buildings, facing both Warren and Brian Avenues. Staff finds that additional landscaping is not required with the application.

Screening: The standards in the Town Core Periphery Design District provide additional guidance on the subject of outdoor storage. In particular, Standard 3.7.2.e. states:

All outdoor storage of materials, vehicles, and/or ancillary equipment shall be screened from public view with a permanent, solid, opaque fence. Fences shall be designed to complement the architecture of the primary structure.

In 2011, the applicant constructed an 8-foot cedar fence along the north and south property lines to mitigate the adverse visual impact of vehicle storage. The two buildings on the property screen the storage area from the east and remainder of north sides. Staff finds that the screening standard has been addressed.

Design Standards: Staff finds the existing uses and structures to be non-compliant with the design standards of the Town Core Periphery Design District. However, the applicant obtained a grant to reside the buildings in 2014, bringing them closer to compliance with the architectural standards of the Town Core Periphery Design District.

STAFF COMMENTS – CONDITIONAL USE PERMIT: Town Code Section 4-4-19 (d) establishes the following criteria for evaluating a CUP application:

1. Whether the proposed use or development otherwise complies with all requirements imposed by this Chapter.

J&H Mountain Auto Services is located within the C-2 Zone District, where the intent is to “provide for uses that do not require visibility from main thoroughfares, are fairly self-contained operations and are likely to have large vehicles associated with a service or production operation.” Staff finds that ‘Auto Storage’ associated with an existing towing business meets the intent of the C-2 zone district, and the standards for setbacks, lot coverage, height, screening, and landscaping. However, the proposal does not meet the requirements for parking, driveways, and snow storage; and selected site design and architecture standards found in the Town Core Periphery Design District Standards.

Staff takes into consideration the legally non-conforming status of the site, and finds that

some flexibility in the Zoning and Town Core Periphery Design District Standards is appropriate. However, the noncompliance with the parking, driveways, and snow storage requirements creates site disorganization and inadequate management of stored vehicles. In order to meet this criterion, an extension of the Conditional Use Permit should require conditions related to striping and surfacing of parking areas, clear delineation of the Vehicle Storage Area, and the installation of a barrier to prevent vehicles from being parked or stored within the snow storage area along Brian Avenue.

2. Whether the proposed use or development is in conformance with the Town's Comprehensive Plan.

Staff finds that the following Comprehensive Plan policies apply to the proposed Conditional Use Permit:

Policy LU 1.3 – Promote compatibility of land uses throughout Silverthorne's built environment to establish a logical, cohesive development pattern.

Policy LU 2 TCP.1 – (TCP: Town Core Periphery) Encourage land uses that support and complement Silverthorne's downtown, such as pedestrian-oriented and vehicle served retail, civic, and professional office land uses.

Policy LU 2 TCP.4 – (TCP: Town Core Periphery) Emphasize the compatibility and cohesiveness of land uses within the Town Core Periphery, as the transition area between downtown (Town Core) and other land use classes that surround it.

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

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

Staff finds that the proposal meets some of the goals set forth in the Town's Comprehensive Plan. Although the use is not a retail, civic, or office use, it does enhance Silverthorne's regional draw. The proposal also promotes the development of an existing commercial district. Furthermore, because the vehicle storage area is located behind existing buildings and behind a fence, it will be adequately screened to mitigate the negative visual impacts of the use. As such, the intent of the Comprehensive Plan is being furthered, and this criterion is met.

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 impact on property values of the surrounding area.

Adjacent to this property are heavy commercial uses, including FedEx, the Black Bear Business Center, and Dillon Towing and Global Collision. Staff finds that the 'Auto Storage' use is compatible with adjacent land uses. In addition, the use is properly screened by the buildings and cedar fencing. However, because the 'Auto Storage' use is not always adequately contained on the property, conditions of approval are necessary

to ensure compatibility, and to minimize negative impacts on adjacent properties and the Town Right-of-Ways. Staff finds that this criterion is met with conditions.

4. Suitability of location for the use or development.

The C-2 Zone District is the most suitable zoning district for an 'Auto Storage' use associated with an auto repair, equipment rental, and towing business. The surrounding land uses are of the heavy commercial nature, and the storage area is well screened. Staff finds that this criterion is met.

5. History of compliance by the applicant with the requirements of this Code and prior conditions, if any, regarding the subject property.

Town files indicate that prior to 2011, there were parking violations on the property. In October 2007, Town Staff wrote letters to the applicant regarding vehicles parked in the Right-of-Way and vehicles offered for sale.

Since the 2011 CUP approval for 'Auto Storage', the applicant has periodically not been in compliance with Conditions #4 and #5, which prohibit the loading and unloading of vehicles in the Town Right-of-Way, and which require that auto storage be contained within the designated Vehicle Storage Area. In addition, the required parking spaces are not adequately striped, as required by Condition #3 of the approved Conditional Use Permit. Staff finds that there has been a history of non-compliance with the requirements of the Code, and the prior conditions regarding the property. This criterion is not met.

6. Ability of the applicant or any successor-in-interest to continuously meet the conditions of the proposed permit.

Staff believes that the conditions of approval of the CUP should be modified in order for the applicant to be able to continuously meet them. The applicant has demonstrated that the site cannot consistently accommodate the volume of vehicles that need to be stored.

In response to the request by Town Council on May 25, 2016, Staff met with the applicant on numerous occasions to discuss options to reduce the persistent violations of the conditions of the CUP. The applicant submitted a proposal on June 14, 2016, attached as Exhibit E. Per that proposal, a portion of the driveway area from Brian Avenue, north of the building, will be designated as "Temporary Drop-Off Zone" for moving vehicles. The applicant has explained that this area is the best location for a needed after-hours drop-off zone, it is entirely on his property, and will be utilized only during the hours of 6 p.m. and 10 a.m. The applicant has also indicated that signage will be installed to note the hours and location of the temporary drop-off area.

In addition, the applicant has indicated that it is his plan to build an addition to the building facing Brian Avenue, which will provide additional space for interior storage and servicing of vehicles. Lastly, the applicant is proposing to call customers to notify them of the drop off times, and to add information to the website.

Staff finds that the applicant is may be more capable of meeting the conditions of approval with the proposed addition of a designated 'Temporary Drop-Off Zone',

combined with adequate signage and more efficient operation of the business. This criterion is met with conditions.

7. Other factors relevant to the specific application.

The current term of the CUP is 5 years. Should Town Council find that a renewal of the CUP is appropriate; Staff recommends that the term of the CUP be set to a maximum of 5 years to ascertain that applicant can comply with the conditions of the CUP.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2016-19, a Resolution approving the Renewal of the Conditional Use Permit for J&H Mountain Auto Services to allow 'Auto Storage' in the C-2 Zone District, based on the following findings and with the following conditions:

Findings:

1. The application meets all the criteria in Town Code Section 4-4-19 regarding Conditional Use Permits.
2. Renewal the CUP approval is permitted by Town Code Section 4-4-19.j, subject to a modification of existing conditions and the addition of new conditions.

Conditions:

1. The Storage CUP is personal to the Applicant, J&H Mountain Auto Services or Kamil Petrik, and is nontransferable. Should the Applicant's ownership, lease or sublease terminate or be transferred to another entity during the term of the Storage CUP, the Storage CUP shall expire.
2. The term of the Storage CUP shall be 5 years, unless sooner terminated or revoked for failure of the Applicant to comply with any of the conditions hereof, or as a result of action by the Town to enforce the conditions of the permit or requirements of the Silverthorne Town Code.
3. All parking spaces required by Section 4-6-10 of the Silverthorne Town Code that provide parking for customers, employees, and company-owned vehicles shall be professionally striped with paint no later than August 12, 2016.
4. The surfacing of the parking and vehicle storage areas shall be repaired by either repaving or seal coating and patching no later than August 12, 2016.
5. The driveways shall remain unobstructed during between the hours of 10:00 a.m. and 6 p.m. The parking, storage, loading, and unloading of vehicles in the driveways is not permitted between 10:00 a.m. and 6 p.m.
6. After-hours drop-off of moving vehicles is permitted in the area designated as such on the Site Plan between the hours of 6 p.m. and 10:00 a.m. only. Signage indicating drop off location and times must be installed no later than August 12, 2016.
7. Vehicles shall not be parked or stored in the snow storage area along Brian Avenue. A barrier to prevent the parking of vehicles on the north side of the driveway accessing Brian Avenue, as approved by the Community Development Department, shall be installed no later than August 12, 2016.
8. There shall be no loading, unloading or temporary parking in Town right-of-way.

9. All vehicle storage shall occur within the designated vehicle storage area, as shown on the site plan. Vehicle storage is not permitted in required parking spaces.
10. Vehicles in severe disrepair shall be stored inside the north building (207 Warren Avenue), and hidden from public view at all times.
11. An 8-foot solid cedar fence shall be maintained on the Property in the locations shown on the site plan.
12. The gates at the access points from Warren Avenue and Brian Avenue shall remain closed during non-business hours.

Suggested Motion:

"I move to approve Resolution 2016-19, a Resolution approving the Renewal of the Conditional Use Permit for J&H Mountain Auto Services, with conditions."

ALTERNATIVE MOTION: Should the Town Council find that the renewal of the Conditional Use Permit for J&H Mountain Auto Services to allow 'Auto Storage' in the C-2 Zone District is not appropriate, Staff recommends the following findings and motion:

Findings:

1. The application does not meet Town Code Section 4-4-19 (d).1, which requires compliance with Chapter 4 because the proposal does not meet the standards for parking, driveways, and snow storage.
2. The application does not meet Town Code Section 4-4-19 (d).5, which requires a history of compliance with the Town Code, because there is a history of noncompliance with Code parking requirements, and the conditions of approval of the Conditional Use Permit for 'Auto Storage'.
3. The application does not meet Town Code Section 4-4-19 (d).6, which requires the ability to continuously meet the conditions of the permit because the applicant has demonstrated that the site cannot accommodate the volume of vehicles to be stored.

Suggested Motion:

"I move to deny the J&H Mountain Auto Services Conditional Use Permit to allow Auto Storage in the C-2 Zone District, for the reasons set forth in the Staff Report dated June 16, 2016."

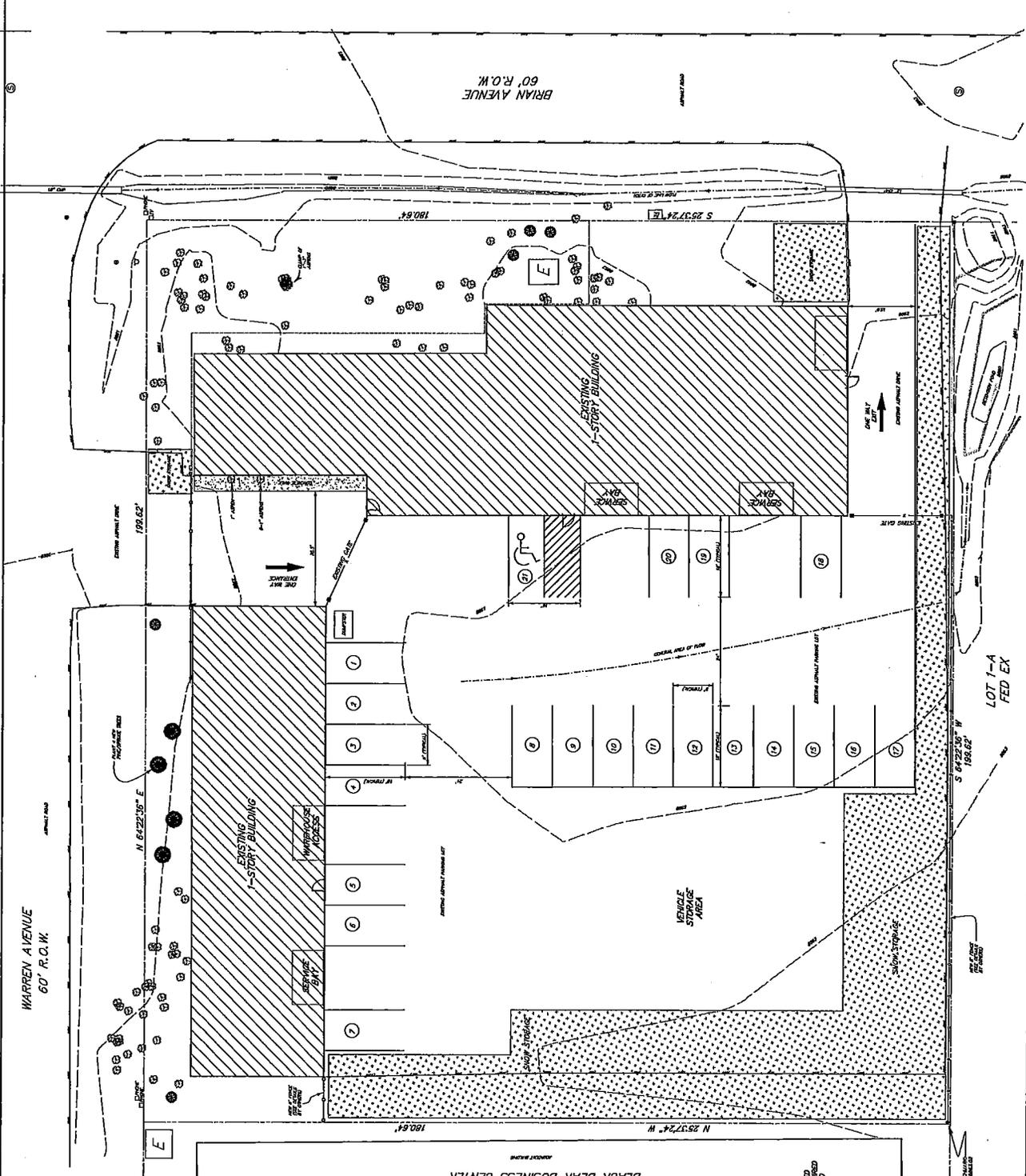
EXHIBITS:

- Exhibit A: Approved Site Plan, dated March 20, 2006
- Exhibit B: Applicant letter requesting renewal, dated April 11, 2016
- Exhibit C: Summary of JH Auto Mountain Services Violations, 2015-2016
- Exhibit D: Letter from Greg Roy, dated November 18, 2015
- Exhibit E: Letter from Kamil Petrik, dated June 14, 2016
- Exhibit F: Resolution 2016-19

EXHIBIT A

R-A-N-G-E-W-E-S-T
 Consulting Engineers
 Land Surveyors - Construction Managers
 P.O. Box 589 Silverthorn, CO
 Phone 970 458-6281 Denver Direct 623-0426

1 SERVICES
 KAMIL PETRUK
 P.O. Box 3511
 SILVERTHORNE, COLORADO 80438



GENERAL NOTES:

1. THE SURVEY IS BASED ON THE 1983 NAD 83 DATUM.
2. THE SURVEY IS BASED ON THE 1983 NAD 83 DATUM.
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LEGEND:

- 1. EXISTING BUILDING
- 2. PROPOSED BUILDING
- 3. DRIVEWAY/PARKING AREA
- 4. VEHICLE STORAGE AREA
- 5. SHOWN STORAGE
- 6. SERVICE AREA
- 7. WINDROCK PROTECTORS
- 8. ONE WAY DRIVE
- 9. DRIVEWAY
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- 100. DRIVEWAY

LOT DATA
 LOT 1-A, SUBDIVISION OF LOT 1,
 BLOCK 2, ENTERPRISE PARK
 SHERIFF COUNTY, COLORADO
 ADDRESS: 300 & 307
 TOTAL LOT AREA INCLUDING UTILITY
 DRIVEWAY, BUILDING, ACCESS & SIDEWALK
 CONFORMANCE = 26,771 SQ. FT. (ONLY EXISTING)

SHOW STORAGE - ANALYSIS
 DRIVEWAY/PARKING AREA ON LOT TO
 BE FLOORED = 15,842 SQ. FT.
 SHOW STORAGE REQUIRED = 3,335
 14 HANDICAP SPACES @ 400 SQ. FT. EACH
 4,585 SQ. FT. PROVIDED (SHOWN HATCHED)

PARKING REQUIREMENTS
 TOTAL SQUARE FOOTAGE OF BUILDINGS = 6,620 SQ. FT.
 OFFICE SPACE 2,010 SQ. FT. = 6 PARKING SPACES REQUIRED
 MANUFACTURING 4,610 SQ. FT. = 14 PARKING SPACES REQUIRED
 SERVICE AREA & CURB BAYS = 3 PARKING SPACES REQUIRED
 TOTAL OF 20 PARKING SPACES REQUIRED
 14 REGULAR PARKING SPACES AND
 1 HANDICAP PARKING SPACE PROVIDED

Scale: 1" = 10'
 PROJECT NUMBER: 100-00-00-00
 SHEET NO. 100-00-00-00
 DATE: 10/10/2023

**JH MOUNTAIN AUTO SERVICES
(1ST RESPONSE AUTO & TRUCK REPAIR LLC)
P.O. BOX 2511
SILVERTHORNE, CO 80498
(970) 513-0706 PHONE**

April 11, 2016

Town of Silverthorne
P.O. Box 1309
Silverthorne CO 80498

Re: JH Mountain Auto Services Conditional Use Permit (CUP) for auto Storage
205 and 207 Warren Avenue
Lot 2-A Block 2 Enterprise Park Subdivision

To Town of Silverthorne -

It is our intent to continue the use of our Conditional Use Permit allowing Auto Storage in C-2 Zone District for JH Mountain Auto Services.

We have met the following Conditions:

- 1) Kamil Petrik is the Owner/Manager of JH Mountain Auto Services at the stated-above location.
- 2) It has been 5 years since our approval of the CUP Permit.
- 3) Parking for customers, the handicap and employees have been striped every 2 years. Due to current Spring weather conditions we will be striping again this year beginning Summer 2016.
- 4) We have been vigilant in keeping customers off the Town Right-of-Way. We have also put up a sign stating 'No Parking on Town Right of Way' directly in front of our business entrance. We have also notified the Silverthorne Police Department of this sign and our intent to comply with the rules and conditions of the Town and our CUP Permit. In addition, Kamil Petrik has had many meetings with former Chief Mark Hanschmidt in reference to parking permits and staying in Compliance with our CUP.

- 5) All auto storage has occurred within the designated vehicle storage area since approval of our Permit.
- 6) We have complied with keeping autos in severe disrepair inside 207 Warren Avenue or as not to be shown to the public.
- 7) An 8-foot tall solid cedar fence was constructed at our location the Summer of the approval of our Permit.
- 8) Our Gates are secured and locked every night. We have 18 lights around the buildings that are automatic and come on at dusk. A new camera security system is being installed to enhance our current security system.
- 9) JH has meetings every Monday morning with our staff. Along with discussing our day-to-day operations at this meeting, we stress to everyone to be aware of any cars that may be illegally parked around our buildings and to contact the manager in charge to move any said vehicles so that we are in compliance of our CUP Permit at all times.

Sincerely,



Kamil Petrik
JH Mountain Auto Services
Silverthorne CO
970.486.0199

JH Auto Storage Violations – Greg Roy

10/5/15

I received an email from Ryan Hyland that was forwarded to me from Peggy Long stating that JH had multiple Budget trucks parked out on the Town ROW. After confirming this when out on a patrol I called the shop and talked to the manager, Brad, and asked him to move the vehicles to the interior of the lot.

I then received a call from Kamil within the hour questioning my previous call and why the trucks needed to be moved. I informed him that his CUP for Equipment Rental stated he had to have the trucks inside his lot.

10/7/15

The second time I got a complaint was another email from Ryan Hyland saying that they are still violating code.

In response to this I called Kamil the following Monday, 10/12/15, to let him know that we have had another complaint and that he really needs to work on not having those trucks located out front. I told him I understand that he had said this is part of how the business works but, as it says in the CUP, they have to be stored in the designated area on the site plan per condition #6 stating:

“All equipment rental shall occur within the designated vehicle storage area, as shown on the approved site plan. Equipment rental and Auto storage are not permitted in required parking spaces.”

From his tone of voice and wording he sounded frustrated at being called again. He talked about how there are other people parking in the ROW across the street, how someone changed their oil right in the middle of the road, that when he does park in ROW he called the police chief and tells him that he has cars parked out there and the Chief responds by questioning him on why he is calling. But when he calls to report other people the police laugh it off then he has an officer talking to him about how he needs to move his trucks.

I told him that it is difficult to have even enforcement across the board and that I am only responding a complaint that I received.

He asked when the next council meeting was and said that he wanted to talk to council about it. I informed him that it was this Wednesday the 14th of October if he wanted to come.

10/12/15

I received another email regarding violations of the CUP from Lina Lesmes who was the planner for the CUP. Attached in the email was a picture of the violation shown below.

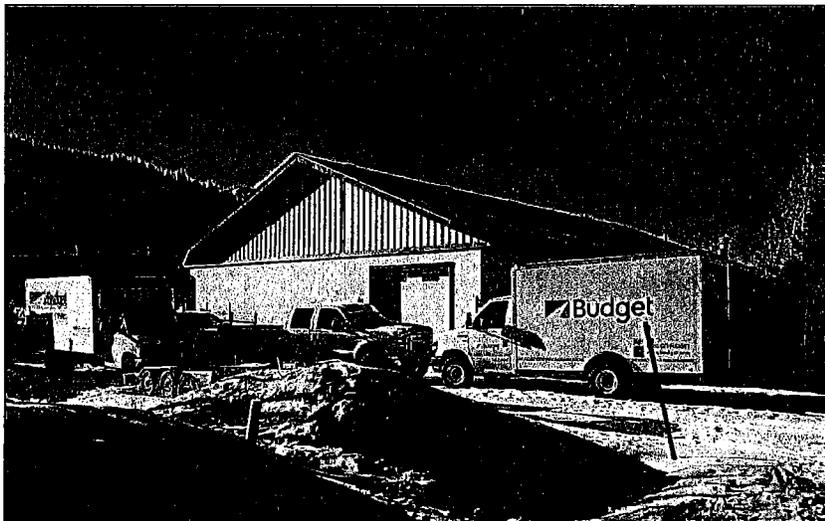


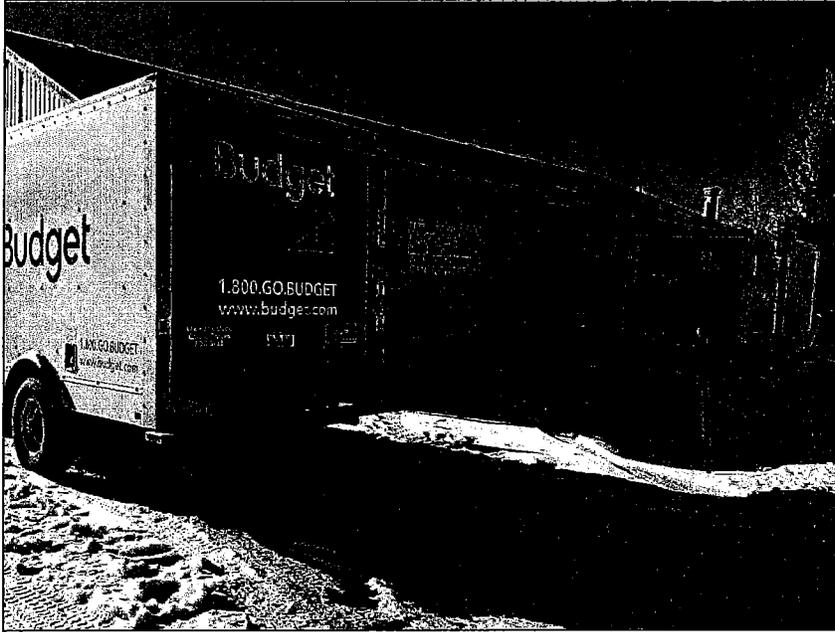
10/14/15

Kamil was present at the Town Council meeting and spoke during the citizen comments section, as noted in the minutes from that meeting, about the ongoing parking issues that he has at his business. He asked for parking to be allowed in the Town right of way.

11/17/15

A further email was received from Lina with pictures showing that there was another violation on the property. Since the parking in the ROW was still happening after calling and speaking with the property owner it was decided a more formal letter was needed. The following day a letter was mailed via standard post to the property owner informing him of the violation.





12/3/15

I received a call from Officer Futro saying that Kamil had just called him after receiving a letter from us and was going to come in and talk about it. Later that day Kamil came in with the letter in hand and we discussed the problem of his violations. During our conversation, for which Officer Futro was present for the entire time, we talked about the differences between the Public Safety Department allowing him to park on the ROW if he gives them notice, and the Community Development's regulations on his parking in Town ROW. Kamil stated that he regularly calls the Public Safety Department when he has to park on the street so that they know, and they allow him to do it for short periods of time. He did not understand how if they say he is ok to do that then why is he getting letters about it from us. I tried to explain to him that his CUP does not allow for the trucks to be parked outside of the allowed storage area marked on the site plan that went along with his CUP for Equipment Rental and that condition #5 says that "No loading, unloading or temporary parking in Town right-of-way is allowed". Our conversation ended with our discussion on how he could possibly apply to change his CUP conditions so that his parking on Town ROW would be allowed. He expressed interest in doing that and I handed him the project application form and told him he would have to go through the CUP process again to change his current one. I also said that I would double check with my manager to see if that was the correct information.

After talking with my manager, Matt Gennett afterwards, I then called Kamil and told him that I gave him the correct information and that he would have to go through the CUP process in order to change his CUP conditions.



601 Center Circle • P.O. Box 1309 • Silverthorne, Colorado 80498

November 18, 2015

J&H Mountain Auto Services
PO Box 2511
Silverthorne, CO 80498

Dear Kamil Petrik,

This letter is in regards to your property 205 and 207 Warren Avenue, in the Town of Silverthorne, Summit County, Colorado. There has been noted a violation of the CUP granted to you for 'Equipment Rental'. The CUP was approved by Town Council on September 14, 2011, and is valid for 5 years.

In spite of your efforts to control the parking of the Budget rental trucks in the ROW and outside designated parking spaces on your property, it is still occurring. We understand that you have tried to control the issue as you mentioned during the Town Council meeting where you explained the situation to Council.

However, the fact remains that you are in violation of Condition number five "*No loading, unloading or temporary parking in Town right-of-way is allowed*" and Condition number six "*All equipment rental shall occur within the designated vehicle storage area, as shown on the approved site plan.*" The renewal for a CUP is based on whether the party granted the CUP has been in compliance with their conditions. If the violations persist, at the time of renewal, the CUP will be taken to Town Council to decide if it should be renewed or not per Section 4-4-19(i).

If you have questions regarding this matter, please contact us. Our Town Code is available online at www.silverthorne.org for your reference.

Sincerely,

Greg Roy
Planning Department
970-262-7368
groy@silverthorne.org

June 14, 2016

LINA,

Here is my proposal:

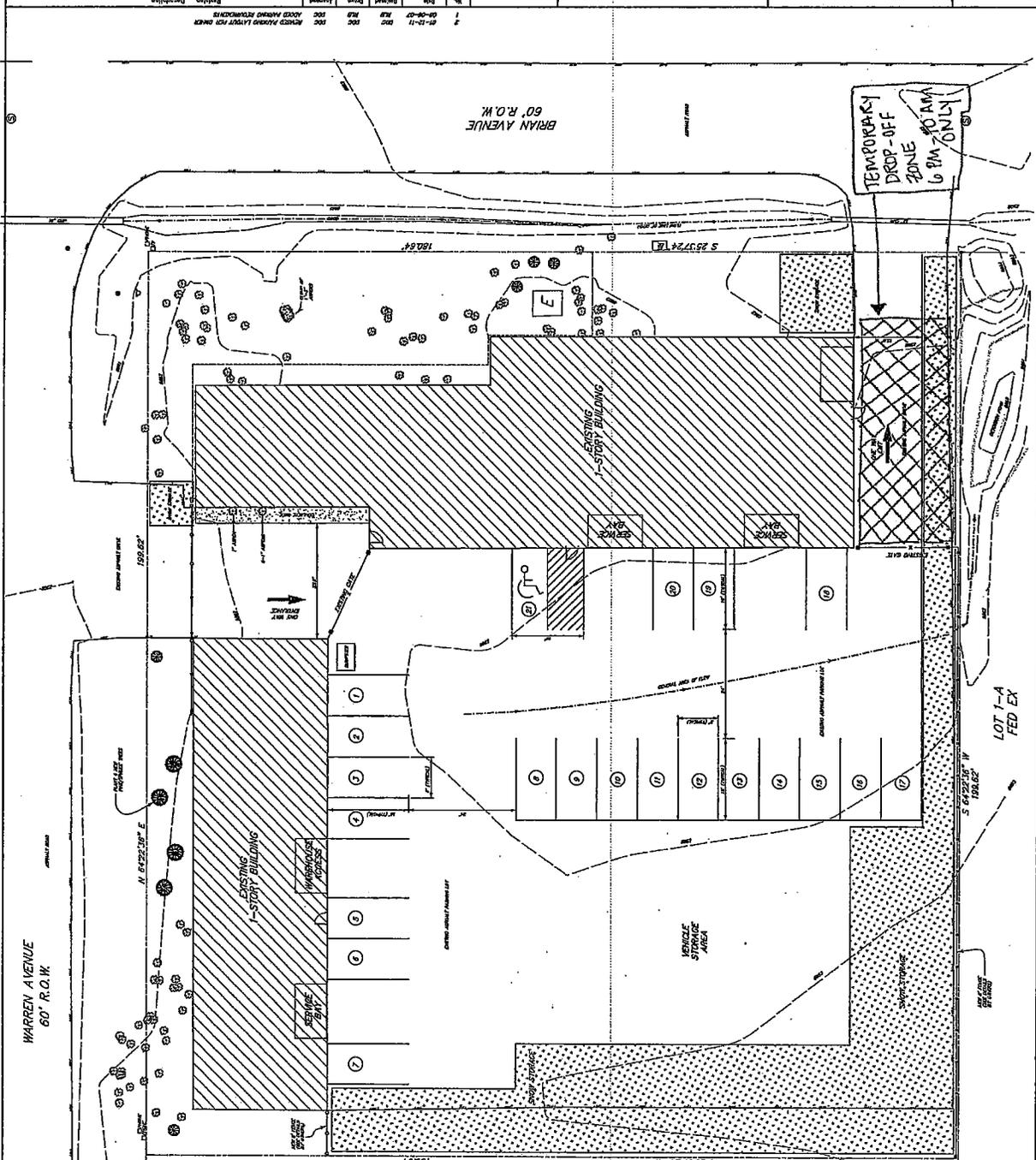
1st. I would like to do a site plan modification and construct an addition to my existing building on Brian Ave. This will help eliminate some clutter in our work space and allow more vehicle space in the work area to clear up a few more parking spaces in our lot.

2nd. I am proposing that the town of Silverthorne help me with some possible signage or some sort of landscaping to help with people parking along the town right of way, especially on the Warren Ave side. Possibly more parking spaces, this would be nice.

3rd. I am proposing that the Town of Silverthorne allow me to have temporary loading/unloading/drop off zone on my property in the driveway area along Brian Ave. during the hours between 6 pm and 10 am. This will require a few steps from me which I am currently doing and currently working on doing. I had my Budget representative (Matt Heppe) start calling customers that are dropping off the Budget trucks from different areas around the U.S. This is eliminating most of our after-hours drop off problems, but not all of them can be reached. We have also changed some wording on the Budget website in order to eliminate after hour drop offs. We would also propose signage along Brian Ave. and Warren Ave. explaining to people where to temporarily drop off their Budget trucks just in case of after-hours drop off. I believe that these proposals will work.

Thank you for considering my proposal, hopefully you see this as a solution to my problem.

Kamil Petrik (owner JH Mountain Auto). Any questions please call me directly at (970) 486-0199



GENERAL NOTES:
 1. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE OWNERS.
 4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION FROM THE APPROPRIATE UTILITIES COMPANIES.
 5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION FROM THE APPROPRIATE SURVEYORS.
 6. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENGINEERING INFORMATION FROM THE APPROPRIATE ENGINEERS.
 7. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL INFORMATION FROM THE APPROPRIATE ARCHITECTS.
 8. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LANDSCAPE ARCHITECTURE INFORMATION FROM THE APPROPRIATE LANDSCAPE ARCHITECTS.
 9. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL INFORMATION FROM THE APPROPRIATE ENVIRONMENTAL CONSULTANTS.
 10. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC PRESERVATION INFORMATION FROM THE APPROPRIATE HISTORIC PRESERVATION CONSULTANTS.

LEGEND:
 1. EXISTING BUILDING
 2. NEW BUILDING
 3. EXISTING DRIVEWAY
 4. NEW DRIVEWAY
 5. EXISTING SIDEWALK
 6. NEW SIDEWALK
 7. EXISTING PAVEMENT
 8. NEW PAVEMENT
 9. EXISTING CURB
 10. NEW CURB
 11. EXISTING UTILITY LINES
 12. NEW UTILITY LINES
 13. EXISTING EASEMENTS
 14. NEW EASEMENTS

LOT DATA:
 LOT 1-A, A PORTION OF LOT 1, BLACK BEAR BUSINESS CENTER, TOWN OF STEAMBOAT, GARFIELD COUNTY, COLORADO
 ADDRESS: 1017 2ND ST., STEAMBOAT, CO 80489
 TOTAL LOT AREA = 18,000 SQ. FT. (MAY BE ADJUSTED TO 17,500 SQ. FT. IF REQUIRED)
 EXISTING COVERED AREA = 10,000 SQ. FT. (MAY BE ADJUSTED TO 9,500 SQ. FT. IF REQUIRED)

SHOW STORAGE ANALYSIS:
 EXISTING PARKING SPACES ON LOT TO BE FULFILLED = 15 SPACES SQ. FT.
 REQUIRED PARKING SPACES = 20 SPACES SQ. FT.
 DEFICIT = 5 SPACES SQ. FT. (MAY BE FULFILLED BY PROVIDING 5 SPACES SQ. FT. OF PARKING SPACES)

PARKING REQUIREMENTS:
 1. THE CLIENT IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PARKING SPACES AND ACCESS TO THESE SPACES.
 2. THE CLIENT IS RESPONSIBLE FOR PROVIDING ALL NECESSARY SIGNAGE AND MARKING FOR THESE SPACES.

TOWN OF SILVERTHORNE, COLORADO
RESOLUTION NO. 2016-19

**A RESOLUTION OF THE SILVERTHORNE TOWN COUNCIL
APPROVING A CONDITIONAL USE PERMIT FOR J&H MOUNTAIN
AUTO SERVICES, WITH CERTAIN CONDITIONS**

WHEREAS, on April 27, 2011, the Town Council approved a conditional use permit ("CUP") for '*Auto Storage*' on the property located at 205 and 207 Warren Avenue, Silverthorne, Colorado, also known as Lot 2-A, Block 2, Enterprise Park Subdivision, Silverthorne, Colorado (the "Property"), with certain conditions and with a 5-year term (the "Storage CUP");

WHEREAS, on September 14, 2011, the Town Council approved a CUP for '*Equipment Rental*' for the Property, also with certain conditions and with a 5-year term (the "Rental CUP");

WHEREAS, '*Equipment Rental*' is now a permitted use in the C-2 Zone District, in which the Property is located, so there is no need to extend the Rental CUP;

WHEREAS, on April 11, 2016, J&H Mountain Auto Services (the "Applicant") submitted a request to extend the Storage CUP;

WHEREAS, pursuant to Section 4-4-19(i) of the Silverthorne Town Code, if, upon receipt of a request for an extension of a CUP the Community Development Department finds that the Applicant is not in compliance with the conditions of the CUP, a public hearing before the Town Council is required;

WHEREAS, the Community Development Department determined that the Applicant is not in compliance with the conditions of the Storage CUP; and

WHEREAS, on May 25, 2016 and June 22, 2016, the Town Council held a properly-noticed public hearing on the renewal of the Storage CUP; and

WHEREAS, having considered the Applicant's comments, staff comments and public input, the Town Council wishes to approve the renewal of the Storage CUP subject to certain conditions.

NOW THEREFORE BE IT RESOLVED BY THE SILVERTHORNE TOWN COUNCIL AS FOLLOWS:

Section 1. The Town Council finds that, with the conditions set forth below, the CUP complies with Chapter 4 of the Silverthorne Town Code.

Section 2. Based on the foregoing findings, the Town Council hereby approves the extension of the Storage CUP, subject to the following conditions:

1. The Storage CUP is personal to the Applicant, J&H Mountain Auto Services or Kamil

Petrik, and is nontransferable. Should the Applicant's ownership, lease or sublease terminate or be transferred to another entity during the term of the Storage CUP, the Storage CUP shall expire.

2. The term of the Storage CUP shall be 5 years, unless sooner terminated or revoked for failure of the Applicant to comply with any of the conditions hereof, or as a result of action by the Town to enforce the conditions of the permit or requirements of the Silverthorne Town Code.
3. All parking spaces required by Section 4-6-10 of the Silverthorne Town Code that provide parking for customers, employees, and company-owned vehicles shall be professionally striped with paint no later than August 12, 2016.
4. The surfacing of the parking and vehicle storage areas shall be repaired by either repaving or seal coating and patching no later than August 12, 2016.
5. The driveways shall remain unobstructed during between the hours of 10:00 a.m. and 6 p.m. The parking, storage, loading, and unloading of vehicles in the driveways is not permitted between 10:00 a.m. and 6 p.m.
6. After-hours drop-off of moving vehicles is permitted in the area designated as such on the Site Plan between the hours of 6 p.m. and 10:00 a.m. only. Signage indicating drop off location and times must be installed no later than August 12, 2016.
7. Vehicles shall not be parked or stored in the snow storage area along Brian Avenue. A barrier to prevent the parking of vehicles on the north side of the driveway accessing Brian Avenue, as approved by the Community Development Department, shall be installed no later than August 12, 2016.
8. There shall be no loading, unloading or temporary parking in Town right-of-way.
9. All vehicle storage shall occur within the designated vehicle storage area, as shown on the site plan. Vehicle storage is not permitted in required parking spaces.
10. Vehicles in severe disrepair shall be stored inside the north building (207 Warren Avenue), and hidden from public view at all times.
11. An 8-foot solid cedar fence shall be maintained on the Property in the locations shown on the site plan.
12. The gates at the access points from Warren Avenue and Brian Avenue shall remain closed during non-business hours.

INTRODUCED, PASSED AND ADOPTED this 22nd day of June, 2016.

Bruce Butler, Mayor

ATTEST:

Michele Miller, Town Clerk

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Town of Silverthorne
Council Meeting Memorandum

TO: Mayor and Town Council
FROM: Ryan Hyland, Town Manager *RH*
DATE: June 16, 2016, for Meeting of June 22, 2016
SUBJECT: Development Agreement between the Town of Silverthorne
and the Lake Dillon Theatre Company

SUMMARY: Attached is a Development Agreement and associated Lease which outlines the commitments of the Town of Silverthorne and the Lake Dillon Theatre Company (LDTC) with respect to the construction, funding, insurance, maintenance and operations of the Performing Arts Center. The agreement was drafted by Legal Counsel Kendra Carberry, and the insurance provisions have been reviewed by CIRSA, the Town's insurer. The agreement was reviewed and approved by the Lake Dillon Theatre Company's Board of Directors on June 16, 2016.

BACKGROUND: Town staff has been meeting regularly with LDTC staff on a multi-faceted partnership, and a planning group consisting of staff members from each organization as well as LDTC Board Members and TOS Council Members has been meeting regularly to create the agreements necessary for the construction and operation of the Performing Arts Center.

PREVIOUS COUNCIL ACTION: Town Council has previously approved a Pre-Development Agreement on July 8, 2015, an Interim Funding Agreement on April 13, 2016, and an Amended Interim Funding Agreement on June 8, 2016.

DISCUSSION: Below are some of the key provisions from the Development Agreement and associated Exhibits.

Development Agreement: The Development Agreement covers the financial details of the construction of the Performing Arts Center, with the Town contributing \$6.3 million to the project and the LDTC contributing \$2.7 million. The LDTC's contribution to the project will fund furniture, fixtures and equipment (FFE) and capital costs for bricks and mortar. The LDTC will purchase FFE items directly from vendors, and will pay the Town directly for bricks and mortar. A payment schedule has been established with LDTC providing the Town \$420,000 by June 30, 2017, \$420,000 by December 31, 2017, and the remainder of funds (ranging from \$460,000 to \$860,000 depending on final FFE costs) due by January 31, 2018.

Exhibit 1, History and Project Cooperation: This exhibit describes the genesis of the project and the partnership so that future representatives from both the Town and LDTC can understand the intent and expectations of the parties at the time of the establishment of the project.

Town of Silverthorne
Council Meeting Memorandum

Lease: A 20-year lease with two 5-year renewal options provides the long-term commitment that both the Town and LDTC are seeking from the partnership. Monthly rent has been established at \$1,800, and the Town will also receive proceeds in the amount of \$1.00 for each ticket sold by the LDTC. Given the shared uses and public spaces in the Performing Arts Center, the Town will reimburse the LDTC 1/3 of the monthly utility bills for the facility. (Although currently listed as an add-alternate, should the snowmelt system be installed on the walkways, the lease contains a provision that the Town will cover 1/2 of the gas and electric utilities monthly if snowmelt is constructed.) The lease provides the opportunity at the end of year one, and then approximately every three years thereafter, for the parties to discuss lease payment, utilities and ticket fee to ensure that the needs of each party is being met. These items will also be reviewed yearly at the annual meeting.

Exhibit A - Operations and Maintenance Plan: An Operations Committee, consisting of one staff member of each party, one Town Council member, and one LDTC board member, will meet at least once annually to review the plan. The plan covers items including programming and rentals, ticket sales, marketing, building and grounds maintenance, creative control, liquor licensing, and complaint resolution procedures.

Exhibit B - Operational Funding Plan: The Town agrees to use its best efforts to provide the LDTC with adequate funding throughout the term of the lease to allow the LDTC to perform its obligations. The funding plan identifies the mechanism and timing for funding discussions, which will involve an annual meeting where ten specific topics will be discussed, including a financial update from LDTC including the past, current and future year's financial information and a 3-year forecast.

Exhibit C – List of Items Owned and Maintained by LDTC: A final list of specific items will be established upon completion of construction, and the list will include theatre-purchased lighting, rigging, sound systems, seating, and office furniture and equipment.

I'd like to thank everyone who participated in the process of brainstorming, communicating, negotiating, and drafting of the Development Agreement. There were sixteen individuals who assisted in the process, and they are: JoAnne Nadalin, Joanne Cook, Bruce Butler, Ann-Marie Sandquist, Mark Leidal, Bill Linfield, Kendra Carberry, Donna Braun, Laura Kennedy, Chris Alleman, Josh Blanchard, Chris Ornes, Larry Kelly, Danny Teodoru, Gale Allaman, and John Fitzgerald.

STAFF RECOMMENDATION: The Development Agreement and its exhibits provide an appropriate and solid framework for the establishment of a long-term successful partnership between the Town and the Lake Dillon Theatre, and therefore staff recommends that Town Council approve the agreement.

Town of Silverthorne
Council Meeting Memorandum

PROPOSED MOTION: *"I move to approve the Development Agreement between the Town of Silverthorne, a Colorado home rule municipality, and the Lake Dillon Foundation for the Performing Arts, doing business as the Lake Dillon Theatre Company, a Colorado nonprofit corporation."*

ATTACHMENTS:

- 1) Development Agreement between the Town of Silverthorne and the Lake Dillon Theatre Company
- 2) Excerpt from Nov. 2014 memo highlighting previous actions that prompted Silverthorne to establish the partnership and project.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made this _____ day of June, 2016 (the "Effective Date"), by and between the Town of Silverthorne, Colorado, a Colorado home rule municipality with an address of 601 Center Circle, P.O. Box 1309, Silverthorne, CO 80498 (the "Town"), and Lake Dillon Foundation for the Performing Arts d/b/a Lake Dillon Theater Company, a Colorado nonprofit corporation with an address of P.O. Box 2625, Dillon, CO 80435 ("LDTTC") (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town is the owner of certain real property generally described as the Pavilion Lawn and more particularly described as Tract A, Silverthorne Town Center Subdivision (the "Property");

WHEREAS, LDTTC is a 501(c)(3) organization, founded in 1993, committed to enhancing the quality of life in Summit County by providing unique and accessible cultural experiences through the performing arts;

WHEREAS, in support of its purpose and mission, LDTTC produces theater performances and educational programs for Summit County residents and guests;

WHEREAS, the Parties desire to develop the Property as a theater, to be operated by LDTTC consistent with LDTTC's purpose and mission (the "Project");

WHEREAS, the Town seeks to attract a quality, reputable theatre operation to the Town as part of its downtown core redevelopment, and has approached LDTTC in an effort to accomplish that goal;

WHEREAS, LDTTC desires to enter into a collaborative relationship with the Town in such efforts, and is willing to relocate all its operations to the Town, and collaborate in the building of a quality theater facility in the Town, in furtherance of such efforts;

WHEREAS, the Town has indicated a willingness to provide vital support to the LDTTC in this endeavor, including construction of a quality theatre facility, and continued assistance with the operational budget of LDTTC;

WHEREAS, in light of the foregoing, the Parties desire to develop the Property as a theater, to be operated by LDTTC consistent with LDTTC's purpose and mission, and owned and administered by the Town (the "Project");

WHEREAS, the history of the Parties' work on the Project is set forth in **Exhibit 1**, attached hereto and incorporated herein by this reference;

WHEREAS, to accomplish the development of the Property, the Parties are sharing in the costs of construction of the Project, and the Town is retaining fee ownership of the Property and providing LDTTC with a long-term lease of the theatre facility to be constructed on the Pavilion Lawn of the Property;

WHEREAS, the Parties memorialized their original intent regarding the Project in a Pre-Development Agreement dated July 8, 2015;

WHEREAS, LDTC has received over \$1,800,000 in pledges for donations for the Project;

WHEREAS, the Parties memorialized their funding commitments to date in the Interim Funding Agreement dated April 13, 2016 and the Amended Interim Funding Agreement dated June 8, 2016; and

WHEREAS, now the Parties wish to finalize the parameters of the Project and outline the collective responsibilities and expectations of the Parties.

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

1. General Overview. As noted above, the history of the Parties' cooperation on the Project is set forth in detail in **Exhibit 1**. The Purpose of this Development Agreement is to commit to the construction of the Project, with a construction schedule commencing in the spring of 2016 and extending until the spring of 2017, with an anticipated completion date and occupancy of the Project scheduled for March of 2017.

2. Construction. The Town shall be responsible for the administration and oversight of the construction of the Project. All construction, alterations, renovations, repairs, refurbishment and other work on the Property shall be performed in compliance with this Agreement, the Silverthorne Town Code and in accord with all plans, specifications and designs already reviewed and approved by the Parties, provided that the Parties may make necessary changes to such plans, specifications and designs by mutual agreement. Work shall be done in a workmanlike manner, in full compliance with all applicable building codes, ordinances, and other laws or regulations of all governmental authorities having jurisdiction.

3. Funding.

a. Budget. The overall budget for the Project (the "Total Project Budget") is \$9,000,000.

b. Contributions of the Parties. The respective responsibilities of the Parties to the Total Project Budget shall be as follows:

i. By the Town. The Town shall contribute \$6,300,000 to the Project.

ii. By LDTC. LDTC shall contribute \$2,700,000 to the Project (the "LDTC Total Contribution"), split as follows:

A. FFE. LDTC shall directly purchase furnishings, fixtures and equipment ("FFE") for the Project, as agreed to by the Parties, to make the

theatre a first rate, fully operational local theatre (the "LDTF FFE Contribution"). Such FFE shall include all equipment, lighting, theatre facilities, finishes, and other elements necessary to operate the LDTF performances in a quality manner. The Parties recognize that the amount of FFE is currently estimated to be between \$600,000 and \$1,000,000, but cannot be finally determined until the purchases are made. In no case shall the LDTF FFE Contribution exceed \$1,000,000.

B. Capital. LDTF shall contribute the difference between the LDTF FFE Contribution and the LDTF Total Contribution toward construction of the theatre (the "LDTF Capital Contribution") pursuant to the Payment Schedule set forth below.

c. Payment Schedule.

i. By the Town. The Town shall pay its share of the Total Project Budget as costs are incurred.

ii. By LDTF. LDTF shall make its payments as follows:

A. FFE. LDTF shall pay the LDTF FFE Contribution as purchases are made, provided that the FFE shall be installed prior to the Final Allocation set forth in Subsection iii. below.

B. Capital. LDTF shall pay the LDTF Capital Contribution to the Town as follows: \$420,000 no later than June 30, 2017; \$420,000 no later than December 31, 2017; and the remainder (as determined by the Parties pursuant to Subsection iii. below) no later than January 31, 2018. Should LDTF not be in a position to make the final payment by January 31, 2018, the Town may, in its reasonable discretion, provide an extension of time for the final payment, but in no case shall the final payment be made later than January 31, 2019.

iii. Final Allocation. The amount of the final payment and the final allocation between the LDTF FFE Contribution and the LDTF Capital Contribution shall be determined by the Parties within 60 days after opening of the theatre.

d. Other Costs. Prior to incurring any costs above the Total Project Budget, the Parties shall agree on those costs and a reasonable allocation for responsibility for such costs.

e. Sources of Funding. The Town anticipates that its funding for the Project will come from its general fund, reserves, financing and donations. LDTF anticipates that its funding for the Project will come from donations. LDTF will continue to actively seek pledges/donations until it has raised funds to fulfill its commitment. LDTF will provide monthly fundraising reports to the Town to document its fundraising efforts.

4. Insurance. During construction, the Town shall maintain adequate insurance coverage to cover its obligations under this Agreement.

5. Lease. Upon issuance of a certificate of occupancy for the Project, the Town will retain fee ownership of the Property, but will provide to LDTC a long-term lease of the Property. The Lease between LDTC and the Town shall be a 20-year lease with two 5-year renewal options, in substantially the form attached hereto as **Exhibit 2**. The Lease includes an Operations and Maintenance Plan governing the operation and maintenance of the Facility and maintenance of the Property, including without limitation marketing and programming, ticket sales and proceeds, private rentals, and concessions and liquor licensing. The Lease also includes an Operational Funding Plan.

6. Temporary Building. In reliance on and anticipation of the Project moving forward in accordance with the schedule and plan set forth herein, in 2016, LDTC will need to move its operations to a temporary building while the Project is being completed, which will cause a budget shortfall. The Town shall reimburse LDTC \$106,000 for that budget shortfall, with such reimbursement occurring on or before February 18, 2017. Depending on when construction of the Project is completed, if there is a similar budget shortfall in 2017, the Parties shall cooperatively determine what portion of that shortfall should be reimbursed by the Town.

7. Term and Termination. This Agreement shall commence upon the Effective Date and terminate automatically upon the termination of the Lease for any reason, provided that Sections 3 and 6 shall survive termination of this Agreement.

8. Miscellaneous.

a. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.

b. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

c. Integration. This Agreement and any attached exhibits constitute the entire agreement between LDTC and the Town, superseding all prior oral or written communications, including the Pre-Development Agreement.

d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

e. Severability. If any provision of this Agreement 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.

f. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

g. Assignment. There shall be no transfer or assignment of any of the rights or obligations of LDTC or the Town under this Agreement without the prior written approval of the other Party.

h. Third Parties. There are no intended third-party beneficiaries to this Agreement.

i. Contingency; No Debt. Pursuant to Article X, § 20 of the Colorado Constitution, any financial obligations of the Town under this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligations. This Agreement shall never constitute a debt or obligation of the Town within any statutory or constitutional provision.

j. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

k. Damages. Should any legal action under this Agreement result in a judgment against the Town for a breach of this Agreement, and damages are awarded to LDTC, LDTC shall be entitled to damages for its contribution toward the construction of the Project, amortized over time.

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF SILVERTHORNE,
COLORADO**

Bruce Butler, Mayor

ATTEST:

Michele Miller, Town Clerk

**LAKE DILLON FOUNDATION FOR
THE PERFORMING ARTS d/b/a LAKE
DILLON THEATER COMPANY**

Lawrence Kelly, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of _____, 2016, by Lawrence Kelly as the President of the Lake Dillon Foundation for the Performing Arts d/b/a Lake Dillon Theater Company.

My commission expires:

(S E A L)

Notary Public

EXHIBIT 1

HISTORY OF PROJECT AND COOPERATION

In November 2013, the Town and LDTC entered into a Memorandum of Understanding to facilitate the exploration of an opportunity to cooperate on a performing art center project to be constructed in the Silverthorne (the "Project"). The Town was working to bring redevelopment projects that would act as catalysts for the development of a vibrant and pedestrian friendly downtown area, and LDTC was looking to relocate to a larger facility to further the organization's 2012 strategic plan goals, including a capital fundraising plan for a new facility and further establishing the theatre as a regional destination.

The Town had established plans to grow community, pursue public-private urban renewal opportunities on key parcels, enhance economic development, and identify a high quality amenity to anchor the town core area. LDTC had established plans to increase partnerships, build a new facility, and broaden programming.

In exploring the cooperative concept, it was identified that the Town could provide a strategic high-value location, a commitment to develop a vibrant downtown, access to funding, and ongoing support for a public/private partnership. LDTC, in turn, could provide visitor numbers, a unique experience not available elsewhere in the county or region, a viable business with an indisputable reputation, and a catalyst project with the ability to create a new identity for the Town's core.

It was determined that the goals of each organization were very closely linked and complementary to each other, and that each organization's goals could be accomplished with the Project, and therefore planning began for the design of a performing arts center.

The Project was based upon certain good-faith expectations from each Party. The Town expected that LDTC would provide high-quality theatre and performing arts events, educational programs, and community engagement opportunities to the public, and would do so in a manner and frequency that matched or exceeded the professional offerings LDTC provided prior to the Project. LDTC expected that the Town would provide ongoing programming funding at a level that would allow LDTC to continue to provide the professional level of programming the community had come to expect. The Town's funding support at the level of 10-15% of LDTC's annual budget was identified as a target level that would bring long-term sustainability to LDTC's operations.

There was also an expectation that both Parties would work closely to maximize the opportunities that come with a Project of this nature, and it was acknowledged that new opportunities, which were not contemplated at the time of the establishment of the relationship, would likely arise later and should be explored.

As evidenced by the significant investment in the Performing Arts Center, and the adoption of the 2016 Arts and Culture Strategic Plan, the Town is committed to making

arts and culture offerings a foundational component in the Town's identity, and the Project is at the core of, and critical to, building and maintaining that identity.

The Town and LDTC executed a Pre-Development Agreement, an Interim Funding Agreement, a Development Agreement (to which this document is attached), and a Lease and associated Operations and Maintenance Plan. All of these documents establish the framework for the Town and LDTC to work closely together to successfully accomplish their respective and collective goals.

This background information is provided so that representatives from both the Town and LDTC can have a reference document to understand the reasoning behind the Project.

Both Parties understand that there are external influences and obligations which could impact both the Town's budget and LDTC's budget, which could in turn impact the level and quality of programming provided by the LDTC. The expectations upon which the Project was based may need to be adjusted from time to time if significant external financial influences are experienced. In other words, should LDTC's budget be impacted by a reduction in its fundraising opportunities for programming support due to economic factors, such as a recession, the Town may need to be flexible regarding the number of shows and programs that it expects the LDTC to provide. The Town will also need to be flexible with this expectation should its own budget support of LDTC be reduced due to a recession. LDTC must also be flexible and understand that if a recession or other significant financial issue arises, the Town's most mission-critical services must be addressed first. Both Parties understand that flexibility and cooperation will be needed to ensure the continued success of this cooperative effort.

The Town and LDTC have both taken on significant but prudent risks with this Project in order to meet their individual and collective goals. The Parties understand that the individual and collective goals can only be met by maintaining a close and positive working relationship.

EXHIBIT 2
LEASE

LEASE

This LEASE (the "Lease") is made this _____ day of _____, 2017 (the "Effective Date"), by and between the Town of Silverthorne, Colorado, a Colorado home rule municipality with an address of 601 Center Circle, P.O. Box 1309, Silverthorne, CO 80498 (the "Town"), and Lake Dillon Foundation for the Performing Arts d/b/a Lake Dillon Theater Company, a Colorado nonprofit corporation with an address of PO Box 2625, Dillon, CO 80435 ("LDTC") (each individually a "Party" and collectively, the "Parties").

WHEREAS, the Town is the owner of certain real property generally described as the Pavilion Lawn and more particularly described as Tract A (the "Property");

WHEREAS, LDTC is a 501(c)(3) organization, founded in 1993, committed to enhancing the quality of life in Summit County by providing unique and accessible cultural experiences through the performing arts;

WHEREAS, in support of its purpose and mission, LDTC produces theatre performances and educational programs for Summit County residents and guests;

WHEREAS, the Parties developed the Property as a theatre, with an associated patio, to be operated by LDTC consistent with LDTC's purpose and mission (the "Project");

WHEREAS, prior to construction of the theatre building and patio, the Parties agreed that the Town would retain fee ownership of the Property and provide LDTC with a long-term lease of the theatre building and patio (the "Leased Premises"); and

WHEREAS, the Parties wish to establish the terms of the long-term lease.

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

1. Lease. The Town, in consideration of the rents, covenants, agreements, and conditions herein set forth which LDTC hereby agrees shall be paid, kept, and performed, does hereby lease unto LDTC, and LDTC does hereby lease from the Town, the Leased Premises together with all of the Town's rights, interests, estates, and appurtenances thereto.
2. Term. This Lease shall commence on the Effective Date and unless earlier terminated as provided herein, shall terminate on December 31, 2037. If LDTC is not in default of this Lease, LDTC shall have the option of renewing this Lease for two additional 5-year terms. To effect each renewal, LDTC shall provide the Town with written notice at least 90 days prior to the end of the then-current term.

3. Rent and Security Deposit.

a. The rent for the period from the Effective Date through December 31, 2037 shall be \$1,800 per month (the "Rent"), payable on the first day of each month throughout the Term.

b. Late fees of \$50 per day shall begin to accrue on the 5th day of each month in which the Rent is not timely paid.

c. There shall be no security deposit.

4. Additional Rent. Proceeds in the amount of \$1.00 per ticket sold by LDTC, calculated and collected as provided in the Operations Plan (defined below) will be paid to the Town with the Rent set forth in Section 3 (the "Additional Rent"). Notwithstanding the foregoing, LDTC may, for up to 10 events per year approved in advance by the Operations Committee, donate ticket proceeds to a particular cause selected by LDTC, and for such events, the \$1.00 per ticket fee shall be donated to the cause instead of remitted to the Town.

5. Permitted Uses. LDTC shall use and enjoy the Leased Premises to operate a theatre in full compliance with this Lease, the Operations Plan (defined below) and applicable law, including without limitation the Silverthorne Town Code, as amended. LDTC will not do, or permit to be done, anything in or around the Leased Premises which is contrary to any legal or insurable requirement or which constitutes a nuisance. Should the Town in its legislative capacity adopt any ordinance or regulation prohibiting or restricting the use of the Property as a theatre, the Town recognizes that LDTC's use of the Leased Premises may continue as a legal nonconforming use.

6. Operations and Maintenance Plan. The Parties agree that the Operations and Maintenance Plan, attached hereto as **Exhibit A** and incorporated herein by this reference (the "Operations Plan"), shall govern the operations of the Leased Premises. Within 30 days of the Effective Date, the Parties shall establish an Operations Committee, which shall consist of one staff member of each Party, one Town Council member and one member of the LDTC Board of Directors. The Operations Committee shall meet at least once annually to review the Operations Plan. The Operations Committee may amend the Operations Plan from time to time, consistent with the terms of this Lease, without a formal amendment of this Lease, provided that such amendments do not involve an annual budget impact to either Party of more than \$5,000. Should the Operations Committee fail to agree on any proposed amendment of the Operations Plan, the proposed amendment shall only be adopted upon approval of the Parties.

7. Operational Funding Plan. The Operational Funding Plan contemplated by the Parties is attached hereto as **Exhibit B** and incorporated herein by this reference.

8. Taxation.

a. The Parties acknowledge their intent that the Leased Premises, as real property under the ownership of the Town, a governmental entity, is to be exempt from *ad valorem* property taxes.

b. Should any taxes be imposed on the underlying Property, without regard to this Lease or LDTC's use of the Leased Premises, the Town shall be solely responsible for such taxes, provided that the Town may contest the same, at its sole expense.

c. Should any taxes be imposed on the Leased Premises based on LDTC's use of the Leased Premises or its possessory interest in the Leased Premises, LDTC shall be solely responsible for such taxes, provided that LDTC may contest the same, at its sole expense.

9. Utilities.

a. LDTC shall pay all charges for gas, electricity, telephone and other communication services, and all other utilities and similar services rendered or supplied to the Leased Premises, and all water, sewer and other similar charges levied or charged against, or in connection with, the Leased Premises. On a monthly basis, LDTC shall submit invoices to the Town for gas, electricity, water and sewer, and if the Town determines such charges to be reasonable, the Town shall reimburse LDTC 1/3 of the total cost for such charges.

b. Notwithstanding the foregoing, should a snowmelt system be installed on the Property, but outside of the Leased Premises, and the associated gas and electricity for such snowmelt system is charged to LDTC as the lessor of the Leased Premises, the Town shall reimburse LDTC for ½ of the total cost for gas and electricity for the Property and the Leased Premises, on a year-round basis.

10. Existing Conditions.

a. As of the Effective Date, LDTC has inspected the physical condition of the Leased Premises and receives the Leased Premises in "as is" condition, with all faults. The Town makes no representations or warranties with respect to the condition of the Leased Premises or its fitness or availability for any particular use, and the Town shall not be liable to LDTC for any latent or patent defect in the Leased Premises.

b. Without modifying the foregoing, should construction warranty issues arise regarding the initial construction of the Leased Premises, and LDTC notifies the Town of such issues, the Town agrees to employ commercially reasonable efforts to pursue all available remedies under any such warranty.

11. Hazardous Materials.

a. Though the Town has no actual knowledge of the presence of any hazardous materials or other adverse environmental conditions on the Property or in the Leased Premises as of the Effective Date, the Town makes no warranty regarding such materials or conditions. Should any such materials or conditions be discovered, and those materials or conditions existed on the Effective Date, the Parties shall work cooperatively to resolve or eliminate them, provided that this shall impose no liability or financial obligation on either Party.

b. In its use of the Leased Premises, LDTC shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions ("Hazardous Materials Laws") on, under, about, or affecting the Leased Premises. LDTC shall not use, generate, manufacture, store, or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, hazardous wastes, asbestos, lead-based paints, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").

12. Ownership of Improvements.

a. The Leased Premises shall be solely the property of the Town. Upon termination of this Lease, LDTC shall surrender to the Town, free and clear of all debt and other encumbrances, the Leased Premises, provided that any improvements, inclusions, fixtures, equipment and other appurtenances on the Leased Premises installed by LDTC may be retained and removed by LDTC, as long as LDTC repairs any damage to the Leased Premises caused by such removal.

b. The list of items owned by LDTC is set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. These items will be installed by LDTC and retained and removed by LDTC upon vacating the Leased Premises. This list shall be updated annually, as set forth in the Operations Plan.

13. Maintenance, Repairs and Property Management. All maintenance, repairs and property management for the Leased Premises shall be governed by the Operations Plan.

14. Insurance.

a. LDTC shall maintain the following insurance, and certificates of such insurance shall be furnished to the Town prior to the commencement of this Lease and at each subsequent policy renewal date:

i. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

ii. Renters' or contents insurance, in amounts sufficient to cover the contents of the Leased Premises.

iii. During the course of any construction or repairs on the Leased Premises performed by LDTC, Builders' Risk Insurance, naming the Town and the Town's officers, employees, and contractors as additional insureds.

b. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverage afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by LDTC. LDTC shall be solely responsible for any deductible losses under any LDTC policy.

c. LDTC shall provide to the Town a certificate or certificates of insurance as evidence that the required policies are in full force and effect. The certificates shall identify this Lease.

15. Indemnification.

a. LDTC agrees to indemnify, defend, and hold the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns harmless from and against any and all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with LDTC's use of the Leased Premises; provided however, that LDTC shall not indemnify, defend or hold the Town harmless for the Town's own negligence or willful acts or omissions, or the use of any of the Property outside of the Leased Premises.

b. For any activities occurring on the Property outside of the Leased Premises, each Party shall hold the other Party harmless from and against any and all claims, liability, damages, losses, expenses and demands, including reasonable attorney

fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever.

16. Condemnation.

a. Full Taking. Should the entire Leased Premises be taken by eminent domain, condemnation or similar proceedings or conveyed in avoidance or settlement of eminent domain, condemnation, or other similar proceedings, then LDTC's right of possession under this Lease shall terminate as of the date of taking possession by the condemnor, and the award therefor will be distributed to the Town, and the Town shall share such award with LDTC on a *pro rata* basis, based on LDTC's initial financial contribution to construction of the Project, amortized over time. All rent shall be prorated through the date of termination.

b. Partial Taking. Should a portion of the Leased Premises be taken by eminent domain, condemnation or similar proceedings, this Lease shall continue in effect as to the remainder of the Leased Premises unless, in LDTC's reasonable judgment, the taking makes it economically unsound to use the remainder, whereupon this Lease shall terminate as of the date of taking of possession by the condemnor in the same manner as if the whole of the Leased Premises had been taken, and the award therefor shall be distributed as provided in subsection (a) hereof. If this Lease is not terminated, all rent shall be equitably adjusted based on the portion of the Leased Premises taken. If this Lease is terminated, all rent shall be prorated through the date of termination.

c. Temporary Taking. If any portion of the Leased Premises is taken for temporary use or occupancy, the Term shall not be reduced or affected. Except to the extent LDTC is prevented from so doing pursuant to the terms of the order of the condemning authority, LDTC shall continue to perform and observe all of the other covenants, agreements, terms, and provisions of this Lease. If LDTC continues to perform its obligations under this Lease throughout the term of the temporary taking, LDTC shall be entitled to the full award for a temporary taking.

17. Assignment. With the Town's prior written approval, which shall not be unreasonably withheld, LDTC may assign its rights under this Lease if the new tenant assumes in writing all covenants and obligations of LDTC under this Lease. Upon a valid assignment, LDTC shall be released and discharged from all obligations under this Lease, but such obligations shall be binding upon the new tenant. Notwithstanding the foregoing, LDTC may not assign its rights hereunder if LDTC is in default of this Lease.

18. Subleasing. LDTC shall not sublease the Leased Premises without the prior written consent of the Town, which consent may be withheld in the Town's reasonable discretion.

19. Right to Encumber.

a. Leasehold. LDTC may, at any time, without the Town's consent or joinder, encumber its interest in this Lease and the leasehold estate hereby created with one or more deeds of trust, mortgages, or other lien instruments to secure any borrowings or obligations of LDTC. No lien of LDTC upon its interest in this Lease and the leasehold estate hereby created shall encumber or affect in any way the interest of the Town in the Property.

b. No Merger. In no event shall the leasehold interest, estate, or rights of LDTC hereunder, or of the holder of any mortgage upon the Lease, merge with any interest, estate, or rights of the Town in or to the Property, it being understood that such leasehold interest, estate, and rights of LDTC hereunder, and of the holder of any mortgage upon this Lease, shall be deemed to be separate and distinct from the Town's interest, estate, and rights in or to the Property, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.

20. Quiet Enjoyment. The Town covenants that LDTC, on paying the Rent and performing and observing the obligations of this Lease, shall peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises during the Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease, the Development Agreement and applicable law.

21. Access. The Town shall have access to the Leased Premises at all times following reasonable prior notice to LDTC to inspect the Leased Premises, provided that the Town shall use reasonable efforts not to disturb LDTC's use of the Leased Premises or the occupants of the Improvements.

22. Audit and Records. LDTC shall conduct a financial audit at least once every 3 years during the Term of this Lease. The Town shall have the right to inspect the books and records of LDTC during regular business hours, upon reasonable prior notice to LDTC.

23. LDTC Default and Remedies.

a. Each of the following is a default of this Lease:

i. If LDTC fails to perform any of its obligations under this Lease or the Operations Plan and fails to commence and take such steps as are necessary to remedy the same within 60 days after LDTC is given a written notice specifying the same; provided, however, that if the nature of the violation is such that it cannot reasonably be remedied within 60 days, and LDTC provides evidence to the Town that the violation cannot reasonably be remedied within 60 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 180 days of the original notice of violation.

ii. If an involuntary petition is filed against LDTC under a bankruptcy or insolvency law or under the reorganization provisions of any law, or when a receiver of LDTC, or of all or substantially all of the property of LDTC, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within 120 days after the happening of such event.

iii. If LDTC makes an assignment of its property for the benefit of creditors or files a voluntary petition under a bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors.

b. If a default occurs, the Town may, without waiving any other rights hereunder or available to the Town at law or in equity (the Town's rights being cumulative), terminate this Lease, in which event this Lease and the leasehold estate hereby created and all interest of LDTC and all parties claiming by, through, or under LDTC shall automatically terminate upon the effective date of such notice; and the Town, its agents or representatives, may, without further demand or notice, reenter and take possession of the Leased Premises and remove all persons and property from the Leased Premises with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for existing breaches hereof.

c. In addition to the specific remedies set forth herein, the Town shall have all other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy.

24. Town Default and Remedies.

a. The following is a Town default of this Lease: if the Town fails to perform any of its covenants or obligations under this Lease or the Operations Plan and fails to commence and take such steps as are necessary to remedy the same within 60 days after written notice is given specifying the same; provided, however, that if the nature of the violation is such that it cannot reasonably be remedied within 60 days, and the Town provides evidence to LDTC that the violation cannot reasonably be remedied within 60 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 180 days of the original notice of violation.

b. If a Town default occurs, LDTC may terminate this Lease. In addition to the specific remedy set forth herein, LDTC shall have all other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy, provided that the remedy of specific performance shall not be available against the Town.

c. Should any legal action under this Lease result in a judgment against the Town for a breach of this Lease, and damages are awarded to LDTC, LDTC shall be entitled to damages for its contribution toward the construction of the Project, amortized over time.

25. Surrender. On the last day of the term of this Lease or upon any termination of this Lease, LDTC shall surrender the Leased Premises, with the Improvements then

located thereon, into the possession and use of the Town, without fraud or delay and in good order, condition, and repair, free and clear of all occupancies, liens and encumbrances, without any payment or allowance whatever by the Town for any buildings or improvements erected or maintained in the Leased Premises at the time of the surrender, or for the contents thereof or appurtenances thereto; provided that LDTC may remove the items listed in **Exhibit C**, and the Town will provide LDTC reasonable access to the Leased Premises for such removal.

26. Miscellaneous.

a. Modification. This Lease may only be modified by subsequent written agreement of the Parties.

b. Integration. This Lease and any attached exhibits constitute the entire agreement between LDTC and the Town, superseding all prior oral or written communications.

c. Binding Effect. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

d. Severability. If any provision of this Lease 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.

e. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

f. Third Parties. There are no intended third-party beneficiaries to this Lease.

g. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Lease, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Lease.

h. 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 Lease, 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 or its officers, attorneys or employees.

i. Time of the Essence. Time is of the essence for all provisions of this Lease.

j. Contingency; No Debt. Pursuant to Article X, § 20 of the Colorado Constitution, any financial obligations of the Town under this Lease are specifically contingent upon annual appropriation of funds sufficient to perform such obligations.

EXHIBIT A

OPERATIONS AND MAINTENANCE PLAN

1. General. This Operations and Maintenance Plan (the "Plan") shall govern operations and maintenance of the Property and the Leased Premises. The Plan may be amended by mutual agreement of the Parties at any time during the term of the Lease. The Plan may also be amended by the Operations Committee, as set forth in the Lease.
2. Programming and Rentals.
 - a. The Parties will meet regularly to organize programming schedules to maximize community impact, and to share information regarding fees and policies. The Operations Committee shall meet no later than March 31, 2018 and approximately every 3 years thereafter to discuss the following: utilities reimbursement; Rent; and the ticket fees.
 - b. Revenue from programs will be paid to the respective program organizer. Program expenses will also be paid by the program organizer.
 - c. Property rentals will be managed as follows: LDTC will manage areas within the Leased Premises and the plaza area immediately adjacent to the Leased Premises and the Town will manage the Lawn. The following hierarchy will be used when scheduling the Leased Premises: LDTC uses, Town uses, non-profit uses granted use rights by the Town Council as part of its annual non-profit grant process, and paid rentals. The following hierarchy will be used when scheduling the Lawn: Town uses, LDTC uses, granted non-profit uses, paid rentals. Regular meetings/communication will be arranged between the Parties to facilitate the scheduling, with understanding that requests must be submitted by mutually-agreed upon dates. It is understood that paid rentals are often booked several months in advance.
 - d. LDTC shall allow the Town to use the Leased Premises for up to 10 events per year for events unrelated to LDTC's mission, as practical within available resources. The Town shall allow LDTC to use Town facilities for up to 10 events per year, as practical within available resources.
 - e. The Parties agree to support and complement each other in regards to selling private rentals to clients. The close proximity and similar uses of the Leased Premises, the Lawn and the Pavilion are noted, and it is expected that the Parties will work together in a mutually beneficial way to provide good guest service that places clients in the most appropriate facility for their use.
 - f. Associated revenues and expenses related to each rental will be attributed to the organization managing the rental.

g. LDTC will use the facility for its own schedule of performances, events and programs. These activities will typically be open to the public, with the understanding that occasional invitation-only activities will occur. Each program on the Program Calendar (as presented at the Annual Meeting) should be produced. However, programs may need to be modified and LDTC may make such modifications within its professional judgment, provided that there is no significant reduction in the number of programs. If additional programs become possible, LDTC will communicate with the Town regarding scheduling, finances and marketing of such programs. It is expected that the schedule of programs and events that the LDTC conducted in 2015, its last season prior to the transition of spaces, will be the baseline to measure future program schedules.

h. The Leased Premises will be available for private rentals and community events, as practical within available resources. LDTC may charge reasonable fees for these uses, with the understanding that LDTC is a nonprofit corporation and therefore, its revenue from sources that do not serve its mission may be limited.

i. The lobby and restrooms will be open to the public for drop-in use as practical within available resources, with the lobby being open a minimum of 20 hours/5 days per week. It is expected that the lobby hours will fluctuate seasonally. The lobby hours will be posted publicly.

3. Ticket Sales. LDTC will set ticket prices for LDTC programs, and the Town will set ticket prices for Town programs. LDTC will sell tickets for all programs at the Leased Premises.

4. Marketing.

a. The Parties will incorporate each Party's information into marketing and public relations collateral as appropriate. These inclusions will be determined cooperatively by the Parties at regular meetings.

b. Use of logos or other proprietary information will be approved before use.

c. Cross-marketing opportunities that are perceived as free advertising (*i.e.* Town putting flyers on theatre seats prior to a show or LDTC displaying posters in the Recreation Center lobby) will be offered to each Party at no cost, as appropriate and feasible.

d. Each Party agrees to link or include the other Party's information in its electronic marketing resources, such as websites, ticket sales systems, and social media, as appropriate and feasible.

6. Building and Grounds Maintenance.

a. LDTC shall maintain the Leased Premises throughout the Term of the Lease, at LDTC's own expense, in good working order, in a clean and safe manner, in accordance with this Plan. LDTC's maintenance obligations shall include the following:

- i. All janitorial, trash removal and other services required for the proper maintenance of the Leased Premises;
 - ii. Day-to-day supplies in the Leased Premises;
 - iii. Snow removal adjacent to the Leased Premises, including the main entrance and the Leased Premises' emergency exits; and
 - iv. Maintenance and repair of any furnishings or other improvements installed in the Leased Premises by LDTC, as set forth in **Exhibit C**.
- b. Notwithstanding and in addition to LDTC's maintenance obligations, throughout the Term of the Lease, the Town shall perform the following maintenance activities, at its own expense:
- i. Maintenance of the green areas around the Leased Premises, including grass, trees, irrigation, and associated maintenance, to the same standard as other Town facilities;
 - ii. Snow removal in major walkways, parking lot, and road crossings;
 - iii. Repairs or maintenance covered by a warranty, in coordination with the entity providing the warranty, provided that LDTC notifies the Town of any such needed repairs or maintenance; and
 - iv. Any capital improvements with a life of over one year or a cost of \$5,000 or more.
- c. The Parties shall establish maintenance schedules as necessary to implement their respective maintenance obligations. LDTC shall maintain monthly logs of all maintenance and repair activities undertaken by LDTC. The Town shall maintain a log of all maintenance and repair activities undertaken by the Town.
- d. Should LDTC fail to perform any required maintenance or repairs after 30 days written notice from the Town, the Town may, but has no obligation to, perform such maintenance or repairs and invoice LDTC for the costs of such maintenance. LDTC shall pay such invoice within 30 days of receipt thereof, and LDTC's failure to do so shall constitute a Default of the Lease.
7. Information Technology Information Technology (IT) systems in the Leased Premises will be managed by LDTC.
8. Creative Control. LDTC shall be solely responsible for creative control related to programming.
9. Liquor License. LDTC must apply for and maintain a valid liquor license throughout the term of the Lease. In the case that the LDTC is unable to hold a liquor license, the Town has the right to obtain its own liquor license for the Leased Premises

or employ another entity to provide liquor concessionaire services at the Leased Premises. However, the Town recognizes that revenue from sales of alcoholic beverages is an important component in LDTC's revenue stream, and as such, the Town shall use its best efforts to allow LDTC to be the holder of the liquor license.

10. Complaint Resolution Procedure.

a. Internal. The Town's representative and LDTC's representative will meet and confer informally and attempt to satisfactorily resolve any internal complaints or concerns relative to LDTC's operations. Both the Town and LDTC will act promptly and in good faith to attempt to resolve all internal complaints and concerns.

b. External. LDTC will be responsible for resolving all external complaints that arise from any source, relative to operations, programming, use of the Leased Premises and personnel related to their responsibilities. Any external complaints that come to the Town will be promptly forwarded to LDTC for resolution.

EXHIBIT B

OPERATIONAL FUNDING PLAN

1. Funding from the Town. The Town agrees to use its best efforts to provide LDTC with adequate funding throughout the term of the Lease to allow LDTC to perform its obligations under this Lease. To that end, the Town agrees that, beginning with the Town's 2017-2018 budget and throughout the term of this Lease, the Town Manager will annually prepare and submit to the Town Council a request for an appropriation of a sufficient amount, in the Town Manager's determination, to allow LDTC to perform its obligations under this Lease. It is the present intention and expectation of the Town Council to appropriate such funds for the benefit of LDTC throughout the term of this Lease, but this declaration of intent is not binding upon the Town Council or any future Town Council in any future fiscal year. The Town Council may determine in its sole discretion, but shall never be required, to make the appropriations so contemplated. Nothing provided in this Operational Funding Plan shall create or constitute a debt, liability, or multiple fiscal year financial obligation of the Town.

2. Annual Meeting. To assure the Town that LDTC's operations will continue to serve the needs of the Town, at least annually, the Parties will schedule a meeting to review this Operational Funding Plan with expected attendance from the Town Council and LDTC's Board of Directors. The meeting will cover the following topics and any other topics as determined necessary by either Party:

- a. Town update of arts and culture initiatives.
- b. LDTC financial update including the past, current, and next year's information and a 3-year forecast.
- c. LDTC report of long-range fundraising activities.
- d. LDTC Season Calendar, events, programs, rentals, and other notable activities.
- e. Current and proposed fee schedules for tickets, admissions, registration fees and theatre rentals.
- f. A summary of utility fees paid and other related building maintenance items.
- g. A summary of lobby hours and drop-in usage of the building.
- h. In-kind uses and \$1 ticket proceeds forfeits for charitable support.
- i. Review of the list of items in **Exhibit C**.
- j. Requests from LDTC for financial program support from the Town.

3. Schedule for Requests.

a. Given the nature of LDTC's program schedule, decisions regarding season shows are made approximately two years in advance. Therefore, requests for support will be made in the following pattern:

2016 meeting: present 2017 budget, request 2018 support

2017 meeting: present 2018 budget, request 2019 support

2018 meeting: present 2019 budget, request 2020 support

b. The Town will respond to the requests in the following pattern:

Receive 2018 support request in August 2016

Respond to request in writing in September 2016

Include the request in budget preparations in 2017

Notify LDTC of approved 2018 funding in November 2017

c. LDTC's request for funding will be reviewed in accordance with the Town's budget review process and schedule. The Town may modify the process to be used to review LDTC's subsidy requests for any calendar year, provided that the Town notifies LDTC in writing by July 1st of that year.

EXHIBIT C

LIST OF ITEMS OWNED AND MAINTAINED BY LDTC

Excerpt from Nov. 2014 staff memo highlighting previous actions that prompted Silverthorne to establish the partnership and project.

At a goal setting session in June 2014, the Town Council established as a stated goal the continued exploration of a cultural arts facility as an anchor for the Town Core. Prior to this, community leaders in the Town have long desired to see the development of a vibrant pedestrian-oriented Town Core to further define Silverthorne as a well-rounded mountain community and regional destination. The following information outlines this history.

Historical Investment and Economic Development Efforts in the Town Core: A variety of Town Core visions and plans were developed in the 1990's. The Highway 9 pedestrian underpass was constructed in 1992. Significant public investment in redevelopment efforts also began in the 1990's with property acquisitions which eventually led to the development of the Town Pavilion, Pavilion Bridge and Town Center mixed-use development. Investment was also made to construct a transit transfer station in the Town Core to enhance transportation opportunities. The Town has also invested in Town Core infrastructure with the Blue River Bridge at the South end of the Town Center in 2007, Blue River Parkway median enhancements, and most recently the construction of River's Edge in 2012.

EDAC Recommendations:

Prior to EDAC's formation, an Economic Development Task Force provided recommendations to the Town, including the need for a "lighthouse" which would provide an amenity to draw visitors into the Town Core. EDAC was formed as a standing committee in 2003, and has long supported the Town's efforts to create a vibrant downtown. One of the stated goals EDAC created for the Town's Economic Development Element in the Town's Comprehensive Plan is: Build upon the success of amenities adjacent to the Blue River to cultivate a vibrant and easily identifiable Town Core. Promote the Town Core as a destination and attraction for residents and visitors, through development and infrastructure that complements existing assets such as the Blue River, and connections to the Civic Triangle (the Pavilion, Town Hall and Library, and the Recreation Center). EDAC initiated discussions with the Town Council regarding the LDTC opportunity, as they saw the opportunity to further the Town's economic development and Town Core goals.

2004 Market Research Project: In 2004, The Town hired economic development consultants, ccintellect, to conduct a market survey and provide recommendations for economic development. Recommendations included increasing Town "magnets" other than the factory stores and noted the types of attractions that should be targeted, including performing arts.

2007 Community Survey: In 2007, when asked about the "Three Most Important Issues Facing the Town in the Next 5 Years" development of a downtown core was one of the top topics (third most mentioned) by the community.

2008 Comprehensive Plan: In 2008, the Town adopted a Comprehensive Plan which transitioned the Town from a planning concept of a generally linear commercial district, to a concept which differentiated among commercial areas and specifically defined the Town Core as a higher density opportunity, and set forth unique objectives and design guidelines for the area.

2011 Community Survey: In 2011, when asked about the “Three Most Important Issues Facing the Town in the Next 5 Years” development of a downtown core ranked second in community demand. That ranking was up one position from 2007 when development of a downtown core was ranked third.

2011 Downtown Colorado Inc. Assessment Project: Building upon the vision of the 2008 Comprehensive Plan, and utilizing the recession as an opportunity to pause and study the future of development in the Town Core, the 2011 DCI study identified the opportunity to utilize the 4th Street “axis” as a focus for redevelopment and recommended the investigation of Urban Renewal tools. The project also provided a valuable conceptual graphic of the type of development that might be possible around the 4th Street area, introducing a visual of higher density than had been previously developed in Silverthorne.

2012 Stoffel Market Study: In 2012, the Town contracted with Greg Stoffel to conduct a market study, the results of which confirmed that Silverthorne was a regional destination. This dovetails with the LDTC’s reputation as a professional destination theatre, as opposed to a community theatre which would not provide a regional draw. The Stoffel report noted: Silverthorne is stronger than its resident potential in quality destination retail (e.g.: Outlets, Lowe’s, Target, etc.). This indicates that the Town draws visitors and extended area residents for categories that are unique in the greater area.

2013 Urban Renewal Plan: In 2013, the Town adopted a Revised and Restated Urban Renewal Plan, which provided the tools necessary to aid in the redevelopment of the Town Core and adjacent areas. Tax Increment Financing is now an option for the Town when considering redevelopment opportunities. The Urban Renewal Plan states that, “the Town of Silverthorne is committed to creating a compact, mixed-use, lively commercial center that will be vibrant and pedestrian-oriented. This commercial center will be a focal point for the Town and will provide a magnet of activity for residents and visitors alike.”

2014 Comprehensive Plan Update: The 2014 Comprehensive Plan update brought further refinement of the 2008 Town Core concepts and the 2011 DCI study. Of specific importance to this discussion is the entertainment district which was introduced as a possible concept for the lawn area north of the Pavilion. Also relevant to the LDTC discussion are comments in the Comprehensive Plan from Community Planner Mark Kane, who states, “...You start with a vision. What comes next is even harder—a new downtown needs momentum; something tangible which helps establish the vision and points the way forward. Whether it’s a new hotel, a commercial or mixed use building, or

a performing arts center, identifying a real opportunity is essential. While ultimately the private sector will play a pivotal role in helping realize the Community Vision, it often needs a kick-start through public investment.” Additionally, one of the themes from public feedback in the Comprehensive Plan update was centered on how “Arts, culture and recreation elevate commercial places.”

2014 Parks Open Space and Trails (POST) Plan: Community surveys conducted as part of the POST plan indicated that one of the top community desires is creation of community gathering/festival spaces. The plan suggests that the logical place for this type of activity is in the Town Core. Integrating an outdoor plaza or performance space adjacent to the theatre would be a complementary use.

Supporting the Comprehensive Plan’s recommendation to find a tangible use for the Town Core, the POST plan also states, “There is a tremendous amount of multi-season recreation activity in Summit County... Activities are typically clustered together, to create a “critical mass” of things to do... Silverthorne should seek to complement rather than compete with these other activities, and look for opportunities to provide something that is unique and not found elsewhere in the county.”

Need for Catalyst Project/Users: Although public infrastructure investments are part of the redevelopment equation, without end users of retail or cultural spaces, an area cannot be successful. Plans have been discussed for a variety of catalyst sites, but to date no specific users have proposed projects. Without users, plans and visions generally remain unrealized. It is the users going into public and private developments that generally define the reputation of an area. The LDTC is a real and tangible opportunity to bring a high quality organization to Silverthorne and represents an opportunity to begin to define the Silverthorne Town Core experience.

Trend of using Cultural Arts as Critical Component in Place-Making and Economic Development: “Creative Placemaking” is the term used today in planning circles to describe a community’s investment in arts and culture to develop an area where people want to live, work and congregate. There is significant literature on the topic, and the practice of using arts and culture as an economic development tool has been documented as successful in many areas. Very briefly, the concept, as recently summarized in Western City magazine is: “The key is to treat the arts as an essential part of the city’s identity. Successful creative placemaking builds the economy at the local level, enhances surrounding non-arts businesses and provides job opportunities and ways for individuals to participate in activities associated with the arts and cultural events. The results bring people together, spark community pride and create a more vibrant ‘place.’” **Attachment C** is an American Planning Association article that highlights how arts and culture catalyzes economic development. The LDTC opportunity provides an opportunity for creative placemaking in Silverthorne.

Furthermore, in 2011, the Colorado legislature passed and Governor Hickenlooper signed into law HB11-1031 encouraging the formation of Creative Districts in communities, neighborhoods or contiguous geographic areas. The State’s Office of

Economic Development operates Colorado Creative Industries, which runs the Creative District Program. The bill was passed for the purposes of:

- Attracting artists and creative entrepreneurs to a community, infusing new energy and innovation, which in turn will enhance the economic and civic capital of the community;
- Creating hubs of economic activity, thereby enhancing the area as an appealing place to live, visit and conduct business, as well as create new economic activity;
- Attracting visitors;
- Revitalizing and beautifying communities;
- Providing a focal point for celebrating and strengthening a community's unique identity;
- Showcasing cultural and artistic organizations, events and amenities;
- Contributing to the development of healthy communities; and
- Improving the quality of life of the State's residents.

To date, twelve communities in Colorado have received Creative District designation, with ten additional communities currently pursuing designation. Silverthorne could apply for the designation if the theatre was a foundation for a creative district.

DISCUSSION: Staff believes that the partnership opportunity with LDTC directly responds to the policies, goals and concepts identified in each plan/initiative mentioned above. This opportunity is tangible and offers a chance to realize what has only been conceptualized in the past, and therefore warrants serious consideration.

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Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Lina Maria Lesmes, AICP, Senior Planner *LM*
DATE: June 16, 2016, for meeting of June 22, 2016
SUBJECT: Preliminary Site Plan for Blue River Flats (PT 2016-5)

SUMMARY: The applicant is requesting approval of a Preliminary Site Plan to construct a 46 condominium units in five, three-story buildings at 1056, 1088, and 1131 Blue River Parkway. The three parcels are currently developed with three single family residences.

BACKGROUND: The applicant, Blue River 50, LLC, purchased Lots 23R, 25, Silverthorne Subdivision #1, and the unsubdivided tract, on August 17, 2015. It is his intent to develop the parcels as a high-density residential project with 46 condominiums in 5 buildings, located adjacent to the Blue River. Parking for the project is composed of surface parking, understructure garage parking, and separated garage parking. Two access points are proposed from HWY 9, and connected via an internal drive.

PREVIOUS COUNCIL ACTION: The plat of the Silverthorne Subdivision #1 was approved in 1957. On January 22, 2003, Town Council denied a Sketch PUD, Subdivision, and Site Plan for a mixed-use project entitled 'Sapphire Plaza' proposed on Lots 23 and 24, Silverthorne Subdivision #1. On March 24, 2004, Town Council approved a lot line vacation between Lots 23 and 24, Silverthorne Subdivision #1, creating Lot 23R.

Town Council approved a Final Commercial Subdivision, Final Site Plan, and Wetland Disturbance Permit for Sapphire Plaza III on December 10, 2008. The project consisted of 17 residential units and 4,543 square feet of commercial space on the three parcels in the subject application. The approval expired for lack of action in 2009.

DISCUSSION: Staff finds that the Preliminary Site Plan for Blue River Flats meets several of the goals and polices set forth in the Comprehensive Plan. In addition, Staff finds that the proposal meets the applicable use, density, lot frontage, lot coverage, and setback requirements of the Riverfront Zone District. Conditions of approval are recommended to address the pedestrian pathway and sidewalk requirements of the zone district.

Staff also finds that the parking, landscaping, snow storage, wetlands, and dumpster requirements detailed in Chapter 4 of the Town Code are being addressed. Conditions of approval are recommended to meet the location, width, and definition requirements for the south driveway. The floodplain development standards detailed in Chapter 3 are being addressed with the proposal. Lastly, Staff finds that all the standards of the Riverfront District Design Standards and Guidelines are met with conditions.

A Minor Subdivision Plat will also be required with the Final Site Plan to relocate or modify existing easements on the property, create a 25-foot pedestrian path easement, and combine the lots in the application. Existing overhead utility lines will also be required to be undergrounded with any subdivision of the property.

PLANNING COMMISSION RECOMMENDATION: On June 14, 2016, by a vote of 6-1, Planning Commission voted to recommend approval of the Blue River Flats Preliminary Site Plan with the following conditions:

1. That no building or portion of a building encroach onto any easement on the property.
2. That a Minor Subdivision Plat be submitted with the Final Site Plan to modify any of the existing easements, to create a 25-foot pedestrian path easement, and to combine the three lots on which the project is proposed.
3. That a cash-in-lieu payment be submitted, prior to the issuance of a Certificate of Occupancy, for the future (3-5 year) cost to pave the segment of trail in the rear of the property, and for the cost to construct a concrete sidewalk along the HWY 9 property line.
4. That the driveways be revised such that the width at the property line does not exceed 24 feet.
5. That the south driveway be revised such that it is no closer than 5 feet from the south property line, and it is defined by concrete curb and gutter.
6. That an access easement be provided along the south property line to facilitate a future shared access with Lot 22, Silverthorne Subdivision #1.
7. That the FEMA approved CLOMR-F be submitted with the Final Site Plan application.
8. That the Utility Plan be revised such that all utility lines on the property are undergrounded, as required by Section 4-5-5(3).
9. That the privacy fence proposed along the south property line be revised such that it is not within the required 25-foot pedestrian path easement in the rear, or in a location that might obstruct visibility of drivers entering and exiting the site.
10. That a sidewalk be proposed accessing the northernmost garage building, and the door that accesses the interior handicap parking space in that building.
11. That all utility, telecommunications, ground mounted, roof top mechanical equipment, and electrical boxes be shown on the elevations of the Final Site Plan.
12. That the garage buildings be revised to meet Standard 4.2.5 of the Riverfront Design District Standards and Guidelines, which prohibits building facades from exceeding a length of 50 feet without a change in plane.
13. That additional architectural variation be provided for the garage buildings to meet Standard 4.2.6 of the Riverfront District Design Standards and Guidelines.
14. That additional roof elements be provided for the garage buildings to meet Standard 4.5.2 of the Riverfront District Design Standards and Guidelines.
15. That the comments of the Town Engineer be addressed with the Final Site Plan.
16. That the comments of the Utilities Manager be addressed with the Final Site Plan.

Suggested Motion: "I move to recommend approval of the Blue River Flats Preliminary Site Plan with the Planning Commission recommended conditions."

ATTACHMENTS: Staff Report and Exhibits

MANAGER'S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

From: Lina Maria Lesmes, AICP, Senior Planner *LM*

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

Date: June 16, 2016, for meeting of June 22, 2016

Subject: Preliminary Site Plan for Blue River Flats (PT2016-5)

Owner/Applicant: Ken Marsh – Blue River 50, LLC

Agent: Elena Scott – Norris Design, Inc.

Proposal: The applicant is requesting approval of a Preliminary Site Plan to construct 46 condominium units in five, three-story buildings. Two additional garage structures are also proposed on the property.

Address: 1056, 1088 and 1130 Blue River Parkway

Legal Description: Lots 23R and 25 Silverthorne Subdivision #1, and an unplatted tract described in a warranty deed, Record No. 633874.

Site Area: 101,103 square feet or 2.32 acres

Zone District: Riverfront Zone District (RF)

Design District: Riverfront Design District

Site Conditions: The three parcels are currently developed with three single family homes that were constructed in the 1960s.

Adjacent Uses:

North:	Open Space, Town owned - vacant
South:	Multi-Family development (RF)
East:	Willowgrove Subdivision (R15)
West:	Blue Sky Building and Silverthorne Mini Storage (C1)

Height:

Allowed:	35 feet
Proposed:	32.9 feet to 33.9 feet

Lot Coverage:

Allowed:	60% of lot area or 60,662 square feet
Proposed:	32% of lot area or 32,000 square feet

Parking:

Required:	92 plus 4 handicap accessible spaces
Proposed:	92 plus 4 handicap accessible spaces

Snow Storage: Required: 25% of paved area or 7,180 square feet
Proposed: 25% of paved area or 7,273 square feet

Landscaping: Required: 75 Trees and 113 shrubs
Proposed: 77 Trees and 154 shrubs

Setbacks: Front Required: 50% 0' setback, 50% 5' setback
Proposed: 13% 0' setback, all other 5' setback

Rear Required: 25 feet from top of bank of Blue River
Proposed: 25 feet from top of bank of Blue River

Side Required: 5 feet
Proposed: 5 feet

BACKGROUND: The applicant, Blue River 50, LLC, purchased Lots 23R, 25, Silverthorne Subdivision #1, and the unsubdivided tract, on August 17, 2015. It is his intent to develop the parcels as a high-density residential project with 46 condominiums in 5 buildings, located adjacent to the Blue River. Parking for the project is composed of surface parking, understructure garage parking, and separated garage parking. Two access points are proposed from HWY 9, and connected via an internal drive.

PREVIOUS COUNCIL ACTION: The plat of the Silverthorne Subdivision #1 was approved in 1957, and created 25, 100-foot wide lots along HWY 9, and 22 lots along Annie Road. On January 22, 2003, Town Council denied a Sketch PUD, Subdivision, and Site Plan for a mixed-use project entitled 'Sapphire Plaza' proposed on Lots 23 and 24, Silverthorne Subdivision #1. On March 24, 2004, Town Council approved a lot line vacation between Lots 23 and 24, Silverthorne Subdivision #1, thereby creating Lot 23R.

After several Sketch proposals, Town Council approved a Final Commercial Subdivision, Final Site Plan, and Wetland Disturbance Permit for Sapphire Plaza III on December 10, 2008. The project consisted of 17 residential units and 4,543 square feet of commercial space on the three parcels in the subject application. The approval expired for lack of action in 2009.

Comprehensive Plan: The first criterion for review of a Preliminary Site Plan is consistency with the goals and policies of the Comprehensive Plan. Staff finds there are a number of Comprehensive Plan goals relevant to this proposed development.

Policy LU 1.6 – Ensure that all development is integrated with multi-modal transportation options and provides for safe connections between destinations for all users.

Policy LU 3.4 – Foster diversity and flexibility in housing types.

Policy LURF 1 – Encourage high density residential development in the Riverfront District that is complementary to its river-oriented location, is well-connected to adjacent commercial and civic uses, maintains public connection to the riverfront, and adds a unique dimension to housing options in Silverthorne.

Policy LU RF 2 – Encourage the combination of 100-foot wide lots for cohesive development within the Riverfront District. Town-owned lots in this area may be utilized to offset on-site parking requirements.

Policy LU RF 3 – Support site designs that are human-scaled and pedestrian oriented, and that offer a convenient option for pedestrian movement within and between developments.

Policy LU 4.3 – Celebrate the Blue River as a community asset through enhanced recreational access, integration of river views, and context sensitive design.

Policy LU 4.4 – Encourage the dedication of privately-owned river property to the Town for public access.

Policy LU 5.6 – Preserve and protect areas of significance to the community. These include, but are not limited to, wetlands, steep slopes, 100-year floodplain, significant landforms, significant vegetation, and view corridors.

Policy LU 5.9 – Require new and existing developments to provide adequate measures to control, manage, and minimize adverse effects on the water resources and water quality of the region. These include items such as water related treatment and management basins and/or plans for storm-water and water quality management.

Policy LU 5.11 – Ensure that development adjacent to the Blue River is accomplished in a manner that enhances the river corridor, protects water quality, and maintains pedestrian access and use.

Policy CD 3.2 – Encourage the use of natural and long-lasting materials and colors that are enduring and complementary to Silverthorne’s natural setting and existing development.

Policy CD 3.3 - Building mass, form, length, and proportions shall be designed to provide variety of visual interest, maintaining a human scale that is appropriate to surroundings.

Policy T 1.5 – Limit vehicular access to HWY 9, with major traffic generators using secondary access points rather than direct highway access whenever possible.

Policy T 2.6 – Encourage development to provide bicycle parking facilities, and improve bicycle parking at bus stops and areas of public activity.

Staff finds that the proposed development is consistent with several policies of the Silverthorne Comprehensive Plan. The high density development in the Riverfront District combines narrow lots, provides additional housing options, and maintains a public connection to the riverfront. The project also proposes drainage improvements and water quality basins that serve to minimize adverse impacts to the Blue River. The buildings are designed with elements scaled to the pedestrian, and with natural and enduring materials. Bicycle parking, pedestrian connections, and relationship to the Blue River are all aspects of the project, addressing the goals and policies of the Comprehensive Plan.

Chapter 4 of the Town Code: The second criterion for review of a Preliminary Site Plan is consistency with Chapter 4 of the Town Code, particularly Article IV, Zoning

Regulations; Article V, Requirements for Subdivision; and Article VI, Site Plan.

Subdivision – The Blue River Flats project is proposed on Lots 23R and 25, Silverthorne Subdivision #1, and a 0.7-acre unsubdivided parcel, north of Lot 25. The combined properties are encumbered by a number of utility and drainage easements. Beginning on the south end, there is a 20-foot utility (PSCO) easement; a 30-foot drainage easement utilized by CDOT; a 10-foot, L-Shaped, utility (PSCO) easement; and triangular power-line (PSCO) easement. On the northern end of the property, there is a 16-foot sewer line easement; and a 36-foot water and sewer line easement.

The applicant is working with the primary easement holders, Xcel Energy and CDOT, to modify the shape and location of some of the easements on the property such that there are no building encroachments on any easement. In concurrence with the Final Site Plan, a Minor Subdivision Plat will be required to modify any of the existing site easements, to create the required 25-foot pedestrian path easement along the river, and to combine the three lots on which the project is proposed. This is noted as a condition of approval.

Zoning Standards – The Riverfront Zone District (RF) is envisioned as a high density residential area with distinct character and a strong relationship to the Blue River. Staff finds that the application meets the RF Zone District requirements for land use, lot frontage, and lot coverage. The remaining zoning standards are evaluated below.

Density – The RF zoning permits a maximum of 25 dwelling units per acre. For a lot area of 2.32 acres, 58 residential units are permitted. The applicant is proposing 46 residential units, not exceeding the density maximum.

Setbacks – For 50% of the HWY 9 lot frontage, a 0-foot setback is permitted. For the remaining 50%, a minimum 5-foot setback is required. The lot frontage along HWY 9 extends for approximately 590 feet. Approximately 75 feet of combined building lengths is proposed to meet the 0-foot setback. The remaining portions of the structures are a minimum of 5 feet from the front property line. In addition, all structures meet the 5-foot side setback requirement, and the 25-foot setback from the top-of-bank of the Blue River.

Height – The maximum building height in the Riverfront Design District is 35 feet, as measured from the average existing grade underneath each building. Below is a summary of the heights for the Blue River Flats buildings.

Building	Average Existing Grade	Highest Ridge Elevation	Height (feet)
1	8,708	8,741.6	33.6
2	8,708.75	8,742	33.25
3	8,708.25	8,742	33.75
4	8,707.1	8,741	33.9
5	8,707.5	8,740.43	32.9

The five condominium buildings are proposed to be raised above the elevation of the floodplain, but will not exceed the height maximum. The two garage buildings measure

13.5 feet, and the dumpster measures 11.9 feet. All buildings meet the height requirement.

Pedestrian Access and Circulation – The Riverfront Zone District has three path connection requirements. The first requires that a pedestrian path be constructed within the riverside setback, in accordance with the Town Parks, Trails, and Open Space Master Plan. Per that document, the pedestrian path is required to be 10-feet wide, and finished with asphalt. The applicant is proposing a 10-foot, soft-surface pedestrian path along the Blue River. In the past, the Town has approved ‘crusher fines’ surfacing for other projects in the Riverfront Zone District, with a condition that a cash-in-lieu payment be submitted to the Town for the cost to pave the segment of the trail crossing the applicant’s property. Such cash-in-lieu deposit would be required prior to the issuance of a Certificate of Occupancy. The Planning Commission recommended that the cash-in-lieu payment reflect future (3-5 years) costs of paving the trail. Since those future costs are unknown, Staff recommends, that a 10-foot trail, finished with asphalt, be included and proposed with the submittal of the Final Site Plan. Condition #3 would need to be modified by Town Council to reflect this change.

The second requirement is for a minimum 6-foot wide concrete sidewalk to be located along the property line parallel to HWY 9. Previous plans for the project showed a concrete path within the HWY 9 right-of-way. The applicant is not proposing the sidewalk with the current plans because there are no existing sidewalk connections to the north or to the south. In order to address the requirement, Staff considered, as a condition of approval, that the applicant submit a cash-in-lieu payment, based on a qualified estimate, for the cost to construct the sidewalk at a future date. However, based on the discussion at the Planning Commission meeting and the comments from the SPORT committee, Staff recommends that the 6-foot sidewalk along the property line parallel to HWY 9, be included and proposed with the Final Site Plan. Condition #3 would need to be modified by Town Council to reflect this change.

Lastly, the applicant is required to provide a 25-foot pedestrian path easement within the setback from the top of bank of the Blue River. Such easement will be required in concurrence with a Final Site Plan submittal, as part of a Minor Subdivision Plat.

Vehicular Access and Circulation – Adjacent to the subject site, HWY 9 is a four-lane, median-divided roadway with left turn lanes for northbound and southbound traffic at 12th Street. The next full movement intersection is located at 10th Street, approximately 350 feet south of the project site. The project is proposed to take access from HWY 9 via a right-in/right-out (RIRO) driveway on the south, and a full-movement driveway aligned with 12th Street, on the north.

North & South Driveway – The maximum width of driveways cannot exceed 24 feet at the property line. The driveways appear to be 26 feet wide at the property line. As a condition of approval, the width of the driveways must be reduced to 24 feet at the property line, with the submittal of a Final Site Plan.

South Driveway – Currently, there is an unofficially shared driveway on the south that straddles the property line between Lots 23R and Lot 22. The owner of Lot 22, Betty Boatman, has indicated that she is not interested in creating an officially shared driveway with the Blue River Flats development (Please see Exhibit I). In response, the applicant has proposed the new driveway 2 feet from the south property line. In its present configuration, the south driveway does not meet the following Town Code standards:

- Section 4-6-10.e.4.c – Frequency of Driveways – *“No two driveways connecting a public street, alley, or highway to an off-street parking area shall be within 30 feet of one another at their intersections with the property line.”*
- Section 4-6-10.e.4.l – Curb – *“Concrete curb and gutter required. All off-street parking surfaces shall be defined by concrete curb and gutter (for all uses).”*
- Section 4-6-10.e.4.m –Location – *“Facilities serving residential or commercial uses shall not be closer to the property line than 10 feet.”*

The Public Works Department can approve a reduction in the standards above if it finds that a requirement is not justified by the characteristics of the proposed driveway. Since the existing driveways consist of gravel areas that are not clearly defined, Staff finds that it is appropriate to waive the frequency of driveways standard. However, the entire length of the driveway must be defined by concrete curb and gutter, as required above. This is noted as a condition of approval.

It is the Town’s long-term goal to minimize curb cuts on HWY 9 and promote shared access drives in the Riverfront District. As such, Staff may support a reduced setback width of 5 feet for the south driveway if the applicant provides an access easement to facilitate a future shared access configuration with Lot 22, to the south. Moreover, a 5-foot setback provides the minimum space necessary for functional snow storage. This is noted as a condition of approval.

Parking – The proposed building is comprised of 46 residential condominiums. The table below provides Staff’s calculations on the amount of parking required, and the reductions permitted by Section 4-6-10.f.5.

Use	Minimum Parking Required	Available Reductions
10, 1BR condominiums	15	Bicycle Parking – 4.8
35, 2BR condominiums	70	
1, 3BR condominiums	2.5	
Visitor Parking	9.2	None
Handicap Parking	4	
Parking Required Onsite: 92 + 4 HC spaces		

The plans indicate that there are 40 enclosed garage parking spaces, 52 surface spaces, and 4 handicap spaces (2 enclosed in garages). All exterior parking facilities are shown a minimum of 10 feet from a property line, and defined by curb and gutter, meeting the Code requirements.

To qualify for the bicycle parking reduction, 35 bicycle parking spaces are necessary. Sheet L-2 shows 3 exterior bicycle racks, and one interior bicycle storage space, with room for 37 bicycles, meeting the requirements.

Traffic – Felsburg Holt & Ullevig Traffic Consultants prepared a Traffic Assessment for Blue River Flats on January 20, 2016. It is noted in the Assessment that the Blue River Flats project will generate approximately 350 vehicle daily trips (considered relatively low). Based on that volume of traffic, new left or right-turn lanes are not deemed necessary to accommodate the Blue River Flats project. The Assessment states that, *“in regards to the projected traffic volume levels, auxiliary lane requirements, and sight distance availability, the construction of the Blue River 50 will have very little impact on the overall driving experience of existing motorists along HWY 9.”* Design recommendations for the proposed access points, including the installation of stop signs, are detailed in Exhibit H.

Snow Storage – A minimum of 25% of the total paved area must be provided for snow storage. Sheet L-3 indicates that there are 28,718 square feet of paved areas, requiring 7,180 square feet of snow storage. The applicant is proposing 7,273 square feet of snow storage in locations that facilitate the snow stacking process, meeting the requirement.

Landscaping – The site encompasses 101,103 square feet, of which 22,151 square feet will remain undisturbed during development. With a 5% reduction for incorporating xeriscaping practices, 75 trees (50% deciduous and 50% coniferous) and 113 shrubs are required. Sheets L-1 and L2, Landscape Plan, indicate that 38 deciduous trees, 39 coniferous trees, and 154 shrubs are being proposed, exceeding the minimum requirements.

As part of the Landscape Plan, the applicant is also proposing a variety of benches along the riverside pathway, ornamental grasses, and a ‘community green’ gathering space for the residents in the development. Staff finds that the landscaping requirements are met.

Wetlands – The site contains 0.4 acres of wetlands, which were delineated in October of 2015, and are shown on the Site Plan and Existing Conditions Map. The US Army Corps of Engineers has verified the location of the wetlands (Exhibit G). Section 4-8-19 requires a 10-foot buffer zone from wetland areas for properties zoned Riverfront Mixed Use by January 13, 1999. This 10-foot buffer zone applies to the subject property. Wetland areas are not proposed to be disturbed with the proposed development. The only disturbance in the buffer zone will be the planting of trees, shrubs, and revegetation materials.

Floodplain Development Standards – The floodplain management regulations are detailed in Chapter 3, Public Works, Article VIII, Flood Damage Prevention. The Town Engineer acts as the Floodplain Administrator, designated to enforce the floodplain management regulations.

FEMA’s Flood Insurance Rate Maps (FIRM) identify flood-prone areas, and provide the basis for floodplain management, regulation, and insurance requirements. The Blue

River Flats site is within Zone AE, Special Flood Hazard Areas, which is subject to inundation by the 100-year base flood (1% annual chance of flood). In Zone AE, FEMA has determined the 'Base Flood Elevation', or the water surface elevation of the 100-year flood. The elevations are noted on the FIRM for Silverthorne.

Section 3-8-20, details the specific standards that must be met for new construction in Special Flood Hazard Areas. In particular, new residential construction shall have the lowest floor elevated to one foot above the Base Flood Elevation (BFE). The applicant has submitted the BFE for each proposed building, and is proposing Finished Floor Elevations at least one foot above the BFEs (See Sheet C4), meeting the standard.

CLOMR-F/LOMR-F – Computer models of the floodplain are used to simulate "encroachment" or fill in the flood fringe in order to predict where and how much the Base Flood Elevation would increase if the floodplain is allowed to be filled. The applicant submitted a Floodplain Analysis (Exhibit F) prepared by Wright Water Engineers on February 15, 2016, which modeled the potential changes to the BFEs due to the proposed development, and evaluated the impacts to surrounding properties.

The Analysis concluded that, relative to existing conditions, the Blue River Flats project "does not appear to cause rises in the 100-year water surface elevations for structures upstream". In addition, based on the computer modeling, the analysis noted that the Blue River Flats property would be the only property affected by a rise in the water surface elevation of the 100-year flood (by a rise of 0.29 feet), and the structures within the project would need to be elevated one foot above the modeled elevations. The evaluation of properties across the Blue River in the Willow Grove Subdivision indicated that the structures were already at or above the BFE with the proposed development.

Based on this analysis, the applicant is pursuing a Conditional Letter of Map Revision based on Fill (CLOMR-F) through FEMA. The CLOMR-F is a letter from FEMA acknowledging that proposed structures would not be inundated by the 100-year flood if fill is placed and the structures are built as proposed. The Letter of Map Revision Based on Fill (LOMR-F) is an official change to a FIRM that is issued after the structures are built to document FEMA's determination that the structures have been elevated by fill above BFE, and therefore are no longer in the Special Flood Hazard Area (SFHA). The issuance of a LOMR-F eliminates the federal flood insurance requirement for properties located within the 100-year floodplain.

Drainage – Stormwater drainage from the commercial properties west of HWY 9 flows through a pipe underneath the highway, to a roadside ditch west of the subject property, through a grass lined swale on the property, and into the Blue River. As part of the Blue River Flats project, the applicant is proposing to improve the roadway ditch, and direct the drainage to a water quality pond on the west side of the property. Discharge from this water quality pond is proposed to outfall into the Blue River via a reinforced concrete pipe.

Stormwater drainage generated by the project is proposed to be conveyed by curb and gutters into a concrete pan in the center of the internal drive, to a second water quality pond located on the north end of the property, and finally to the Blue River. Runoff from

the rooftops closest to the Blue River is designed to flow overland on native slopes, then into the Blue River. The Drainage Plan emphasizes water quality, but also provides minor storm water detention capacity.

The Town Engineer has reviewed the Drainage and Grading Plan, and his comments are attached as Exhibit D. As a condition of approval, the comments of the Town Engineer must be addressed with the submittal of a Final Site Plan.

Utilities – Existing water and sewer mains run within the HWY 9 right-of-way. The applicant is proposing water and sewer main connections underneath the private drive, within exclusive water and sewer line easements. Electric lines, transformers, and gas lines are also located within the HWY 9 right-of-way.

The applicant is proposing to underground the existing overhead utility lines that serve the residences on the property. The utility pole is proposed to be relocated, and moved east towards the river. The electricity lines that extend west from the utility pole are proposed to be undergrounded. However, the overhead utility lines that cross the Blue River to the east, and connect to the Willow Grove Subdivision are proposed to remain in place.



Section 4-5-5 (3) requires that all utilities on the property be undergrounded. Specifically, *“No subdivision shall be approved unless the plans and specifications provide all utilities to be placed underground.”* Because the property includes a portion of the Blue River, the undergrounding of the utilities for the property should include the section that crosses the Blue River. In addition, the proposed locations of the utility pole and its guy wires create a conflict with the pedestrian path along the river, and are proposed within the required wetland buffer zone. As a condition of approval, the applicant must revise the plans such that all utilities on the property are undergrounded.

The Utilities Manager has reviewed the Utility Plans, and his comments are attached as Exhibit E. As a condition of approval, the comments of the Utilities Manager must be addressed with the submittal of a Final Site Plan.

Dumpster Enclosure – Trash and recycling facilities are located within the building on the west side. There is adequate space for a garbage truck to enter and exit the site in a forward-flow motion.

Lighting – Lighting information, including exterior light fixture cut sheets, will be reviewed with the Final Site Plan.

Community Meeting – Per the requirements of Section 4.1.22, the applicant held a public community meeting on April 14, 2016 for review of the plans and building design by property owners within 200 feet.

Riverfront District Design Standards and Guidelines: The third criterion for Preliminary Site Plans is consistency with the district design standards and guidelines. Standards are baseline requirements. Guidelines are recommendations that are intended to further define the desired character of development in the Riverfront District.

Building Orientation and Location on Site

Guideline 3.1.1 states, “*Development that creates a ‘wall’ that blocks access to the Blue River, or access between developments is discouraged.*” In response to a request for a cinderblock wall by the neighbor to the south, the applicant is proposing a 6-foot cedar fence along the south property line. Staff is concerned about installing barriers between developments in the Riverfront District, particularly where such a fence might limit or obstruct the sight distance of drivers entering and exiting the site. In addition, Staff does not support a fence along the rear where the pedestrian pathway is proposed, or within the 25-foot pedestrian path easement that is required by the Riverfront Zone District. As a condition of approval, the length of the fence along the south property line must be revised such that it is not within the required 25-foot pedestrian path easement in the rear, or in location that might obstruct visibility of drivers entering and exiting the site.

Guideline 3.1.3 states, “*Architectural elements that enhance the pedestrian environment and create an inviting atmosphere, including balconies, canopies, porches, patios, creative walkways, and gathering spaces are encouraged. Orientation of such elements should prevent the shedding of snow onto pedestrian areas.*” These design elements have been incorporated into the project, addressing the guideline.

Pedestrian Access and Circulation

Standard 3.2.1 states, “*The Blue River Path is an important focus of the Riverfront District. Developments shall provide a train connection along the river, in accordance with the Silverthorne Parks, Trails, and Open Space Master Plan and the Town Code, as well as interconnections between adjacent sites.*” As noted previously, a pedestrian path is proposed along the river. Because interconnections between adjacent sites is required by this standard, Staff does not support a fence along the entire length of the south property line.

Standard 3.2.2 states, “*Where a public sidewalk is deemed necessary by the Town, it shall be installed in the public right-of-way as part of the proposed development.*” In order to meet this standard, the applicant will be required to install a sidewalk along HWY 9, or provide a cash-in-lieu payment for the cost of constructing the sidewalk at the time of Certificate of Occupancy.

Standard 3.2.3 states, “*Continuous internal pedestrian walkways within a development site, not less than 6 feet in width, shall be provided from the principal building entrance to adjacent sidewalks, trails, and public right-of-ways.*” The majority of the internal walkways meet this standard. However, a sidewalk is required accessing the northernmost garage building, and the door that accesses the interior handicap parking space. This is noted as a condition of approval.

Guideline 3.2.5 states, “Contiguous developments are discouraged from installing physical barriers between projects unless necessary for safety, storage, or mitigation of adverse impacts.” To address this guideline, the length of the proposed fence along the southern property line should be minimized, as noted previously.

Vehicular and Service Area Access and Circulation

Standard 3.3.1 states, “Vehicle circulation onsite shall be clearly organized to facilitate movement into, and throughout, parking areas. Parking drive lanes and intersections shall align wherever practical.” Vehicular circulation is functional and organized, and parking areas are designed with adequate space to maneuver. The applicant is proposing to align the north driveway with 12th Street in order to offer full turn movements in and out of the site. This standard is met.

Guideline 3.3.2 states, “Contiguous developments are highly encouraged to combine access points to minimize curb cuts, and to provide connections between adjacent properties.” To ensure that there is the potential to create a shared access with the property to the south in the future, Staff is requesting an access easement along the south property line. The access easement would justify reducing the required setback for driveways from 10-feet to 5-feet.

Guideline 3.3.3 states, “The consolidation of adjacent lots is strongly encouraged to create cohesive development projects. Developments should consider cross access drives that may provide shared access to multiple properties.” The applicant is proposing to consolidate 3 existing lots with the development of the Blue River Flats. A shared access with the property to the south was explored to address this guideline. To accommodate a future shared drive, an access easement is necessary.

Parking

Standard 3.4.1 states, “Parking areas shall be located so as to minimize visual and noise impacts on adjacent properties and the public right-of-way.” A large portion of the parking is located within garages. Surface parking is proposed in the interior of the site, minimizing the visual and noise impacts, meeting this standard.

Guideline 3.4.3 states, “Parking within buildings, including parking located in architecturally integrated garages, is encouraged to minimize the amount of uncovered surface parking.” Approximately half of the required parking on the property is located in architecturally integrate garages, addressing this guideline.

Landscape

Standard 3.5.1 states, “Development must provide landscaping that addresses and complements the recreational aspect of the Blue River. To that effect, the natural vegetation surrounding the river should be preserved, to the greatest extent feasible.” The applicant is proposing sufficient landscaping to meet the Town Code, and is not disturbing the natural vegetation around the river. A note on the landscape plan indicates that existing trees will be preserved where possible, meeting this standard.

Standard 3.5.3 states, “*Significant landscape materials, such as trees, shall be located outside utility easements. Planting of trees over utility lines is prohibited.*” Trees are not proposed within utility easements, meeting this standard.

Guideline 3.5.5 states, “*Landscaped neighborhood gathering spaces, including courtyards, mini parks, neighborhood greens, and playgrounds are encouraged within high density residential developments.*” The applicant is proposing a ‘community green’ as part of the Landscape Plan, addressing this guideline.

Screening

Standard 3.7.1.a states, “*All utility, telecommunications, ground mounted, and roof top mechanical equipment shall be shown on the final site plan for the proposed development project*”. This will be required with the submittal of a Final Site Plan.

Standard 3.7.2. Refuse, Recycling, Storage and Service Areas states,

- a. “*Refuse, recycling, and service areas shall be located to the rear or side of buildings, or in other inconspicuous locations, where they are generally not noticeable from public rights-of-way, pedestrian walkways, or open spaces.*”
- b. “*All outdoor refuse, recycling containers, and dumpsters shall be screened from view from adjacent properties and public rights-of-way by enclosure in a permanent, four-sided, solid, and opaque structure with a roof.*”
- c. “*Refuse, recycling, storage, and service structures shall be designed in the same architectural style and be constructed of materials and colors complementary to the primary building on site.*”
- d. “*All outdoor storage of materials, vehicles, and/or ancillary equipment shall be screened from public view with a permanent, solid, opaque fence; or with landscaping designed to create year-round screening. Fences shall be designed to match the architecture of the primary structure.*”

Trash and recycling containers are proposed in a four-sided enclosure with a roof, located along the internal drive. The structure is constructed of the same materials and colors as the other buildings on the property. The privacy fence proposed along the south property line is proposed to be cedar wood, which is permanent, solid, and opaque. All condominium units have adequate space for storage of materials and vehicles, such these items do not need to be stored outside. Staff finds that this standard is met.

Building Form, Mass and Height

Standard 4.1.2 states, “*Buildings shall be designed to relate directly to and reinforce the pedestrian scale, the quality of the Blue River, and the street. The following techniques may be used to meet this objective:*”

- a. “*Shifts in building massing, variations in height, profile and roof form that provide human scale while maintaining a consistent relationship of the overall building form to the street edge and the river.*”
- b. “*Minimize long expanses of wall at a single height or in a single plane.*”

- c. *Provide projecting elements; and*
- d. *Group elements to provide balanced façade composition.”*

Four building ‘types’ are proposed for the project. Each building type has similar design elements and building materials, resulting in a cohesive development. However, each building type also has distinct architecture, adding variety and visual interest to the project. All buildings have been designed to provide shifts in massing, variations in height, wall plane projections and recesses, and a variety of building materials. Staff finds that there is a balanced composition for each façade, and that this standard is met.

Standard 4.1.3 states, *“Reduce the bulk of a multi-story building to be on a pedestrian scale. The design shall emphasize a “base”, “middle”, and “top”:*

- a. *A distinctive base at the ground level shall use articulation and materials such as: timber, wood, stone, masonry, decorative concrete, or other materials. Base elements may include windows, architectural details, canopies, bays, or overhangs.*
- b. *The middle of the building shall be made distinct by change in material or color, windows, balconies, step-backs, and/or signage.*
- c. *The top of the building shall emphasize a distinct profile or outline with elements such as: a projecting parapet, cornice, upper level step-back, or creative roofline.”*

Each condominium building is proposed with a distinctive base, middle, and top. Large sections of stone are proposed for the base, attractively anchoring the building. The base is also emphasized with roof elements scaled to the pedestrian, windows, and entries. The middle of the building is made distinct by a change in material to cedar vertical and horizontal siding, angled timber columns, and balconies. The top of each building has a slightly sloped roof lines at varied elevations. Staff finds that this standard is met.

Standard 4.1.5 states, *“The mass of multi-family residential buildings shall be broken down to a human scale with creative window and door patterns, upper level balconies, angled wall planes, or other distinct architectural features.”* The mass of each of the condominium buildings is broken down to the human scale by attractive entries, projecting elements, angled timber columns, upper level balconies, sloped roof features on the ground level, covered side entries, recessed garages, and large windows. Staff finds that this standard is met.

Building Façades and Architectural Elements

Standard 4.2.1 states, *“Buildings shall be designed to provide interest and variety, and with elements scaled to the pedestrian. The following techniques shall be used to meet this objective:*

- a. *Break up large building components with significant articulation of wall planes and roof lines;*
- b. *Create patterns, using window size and/or shape, that relate to interior functions;*
- c. *Emphasize building entries through projecting or recessed forms.*

Staff finds that the design of the five condominium buildings incorporates all of the elements required by this standard. There is significant articulation in the wall planes and

roof lines, window patterns, a variety of building materials, and well defined entrances.

Standard 4.2.2 states, *“Provide human scale through change in plane, contrast, and intricacy in form. Avoid large areas of undifferentiated or blank building facades.”* Each of the condominium buildings is designed with a variety of high quality building materials, angled balconies, large windows, varied wall planes and rooflines, and timber columns, resulting in intricate form with human scaled elements. This standard is met.

Standard 4.2.5 states, *“Building facades shall not exceed 50 feet in length along the same geometric plane, at which time there shall be wall plane projections or recesses having a depth of at least 2 feet for a distance of not less than 6 feet.”* The condominium buildings meet this standard on each façade. However, the two garage buildings extend for a length of 66 feet along the same geometric plane without a recess or projection, not meeting this standard. Because the rear façades of the garages are highly visible from HWY 9, Staff finds that recesses or projections are necessary, as required by this standard. This is noted as a condition of approval.

Standard 4.2.6 states, *“Each building façade shall have a repeating pattern that includes no less than 3 instances of either: color change, texture change, material change, or expression of a structural, architectural feature.”* Each of the types of condominium buildings have at least 3 types of color, material, and texture change. However, Staff finds that additional variation is necessary for the garage structures in order to successfully address this standard. This is noted as a condition of approval.

Building Materials and Finishes

Standard 4.3.3 states, *“Predominant exterior building materials shall be high-quality durable materials that retain their appearance over time, and that can be economically maintained. Buildings shall be predominantly clad in Class I and Class II materials. Class III materials are prohibited in the Riverfront District.”*

- *Class I materials include timber, log and wood siding, clay fired brick, natural stone, masonry, cement stucco, and glass.*
- *Class II materials include architectural metal, fiber cement siding, concrete brick, manufactured stone, and integrally colored split face block.*
- *Class III materials include EIFS, smooth-face concrete block, tilt-up concrete panel systems, metal panel systems, and vinyl and aluminum siding.*

The proposed building materials include timber columns, vertical and horizontal wood siding, manufactured stone, metal and tempered glass balconies, metal roofing, and asphalt shingles. The materials are Class I and Class II materials, meeting this standard.

Standard 4.3.6 states, *“Applicants are required to submit a sample board of materials, finishes, and colors of all proposed exterior materials”.* The applicant has submitted a color copy of the material board. A material board with actual samples will be required with the submittal of the Final Site Plan, including the materials and colors proposed for the dumpster and garage buildings.

Building Colors

Standard 4.4.2 states, “*The Munsell color notation system is broken into three characteristics: hue (color), chroma (brightness), and value (shade). In the Town of Silverthorne, chroma is the only Munsell color characteristic that is regulated.*”

- a. *The primary body colors of the building shall not exceed a chroma of 4 on the Munsell Color Chart.*
- b. *The trim accent colors of the building shall not exceed a chroma of 6. The trim accent colors are limited to an area of no greater than 10% of the building façade.*
- c. *The roof color of the building shall not exceed a chroma of 4. Roof color shall be compatible and complementary to the surrounding buildings in the Riverfront District.*
- d. *The use of black, white and neutral gray colors proposed for any portion of the building shall be reviewed based on the appropriateness to the proposed design.*

There are two color schemes for the condominium buildings. Types A, B, and D buildings have a lighter, more constrasty color scheme, while the Type C building has a darker and richer color scheme. Both color schemes meet the chroma requirements of this standard.

Building Roofs

Standard 4.5.2 states, “*Where pitched roofs are utilized, the use of gables, dormers, and shed roof elements shall be used to break up large expanses of roof, and to add architectural interest.*” The five condominium buildings are designed with a slightly pitched roofs. Roof lines are proposed at various angles and elevations, breaking up large expanses of roof. The two garage buildings are designed with a mansard roof that extends approximately 64 feet along the same elevation. Additional roof elements are required on the garage buildings to successfully address this standard. This is noted as a condition of approval.

Standard 4.5.6 states, “*Visible roof surfaces shall be made of durable materials such as: concrete tile, metal, other pre-finished architectural metals or architectural grade asphalt shingles.*” Visible roof surfaces are proposed to be either asphalt shingles or standing seam metal, meeting this standard.

PLANNING COMMISSION RECOMMENDATION: On June 14, 2016, by a vote of 6-1, Planning Commission voted to recommend approval of the Blue River Flats Preliminary Site Plan with the following conditions:

1. That no building or portion of a building encroach onto any easement on the property.
2. That a Minor Subdivision Plat be submitted with the Final Site Plan to modify any of the existing easements, to create a 25-foot pedestrian path easement, and to combine the three lots on which the project is proposed.
3. That a cash-in-lieu payment be submitted, prior to the issuance of a Certificate of Occupancy, for the future (3-5 year) cost to pave the segment of trail in the rear of the property, and for the cost to construct a concrete sidewalk along the HWY 9 property line.

4. That the driveways be revised such that the width at the property line does not exceed 24 feet.
5. That the south driveway be revised such that it is no closer than 5 feet from the south property line, and it is defined by concrete curb and gutter.
6. That an access easement be provided along the south property line to facilitate a future shared access with Lot 22, Silverthorne Subdivision #1.
7. That the FEMA approved CLOMR-F be submitted with the Final Site Plan application.
8. That the Utility Plan be revised such that all utility lines on the property are undergrounded, as required by Section 4-5-5(3).
9. That the privacy fence proposed along the south property line be revised such that it is not within the required 25-foot pedestrian path easement in the rear, or in a location that might obstruct visibility of drivers entering and exiting the site.
10. That a sidewalk be proposed accessing the northernmost garage building, and the door that accesses the interior handicap parking space in that building.
11. That all utility, telecommunications, ground mounted, roof top mechanical equipment, and electrical boxes be shown on the elevations of the Final Site Plan.
12. That the garage buildings be revised to meet Standard 4.2.5 of the Riverfront Design District Standards and Guidelines, which prohibits building facades from exceeding a length of 50 feet without a change in plane.
13. That additional architectural variation be provided for the garage buildings to meet Standard 4.2.6 of the Riverfront District Design Standards and Guidelines.
14. That additional roof elements be provided for the garage buildings to meet Standard 4.5.2 of the Riverfront District Design Standards and Guidelines.
15. That the comments of the Town Engineer be addressed with the submittal of the Final Site Plan.
16. That the comments of the Utilities Manager be addressed with the submittal of the Final Site Plan.

Suggested Motion: "I move to recommend approval of the Blue River Flats Preliminary Site Plan with the Planning Commission recommended conditions."

ALTERNATIVE MOTION: Should Town Council find that the application does not meet the Code and/or the Riverfront District Design Standards and Guidelines, Staff recommends the following findings and motion:

Findings:

1. The Preliminary Site Plan does meet Section 4-4-13(j), which requires a continuous 6-foot concrete sidewalk along the length of the property within the Highway 9 right-of-way.
2. The Preliminary Site Plan does not meet the minimum 10-foot setback for driveways required by Section 4-6-10.e.4.m.

3. The Preliminary Site Plan does not meet Standards 4.2.5, 4.2.6, and 4.5.2 of the Riverfront District Design Standards and Guidelines.

Suggested Motion: "I move to deny the Preliminary Site Plan for Blue River Flats based on the Staff recommended findings".

EXHIBITS:

- Exhibit A: Project narrative, dated May 31, 2016
- Exhibit B: Preliminary Site Plans
- Exhibit C: Applicant response to referral agency comments
- Exhibit D: Town Engineer Memo, dated June 8, 2016
- Exhibit E: Utilities Manager Memo, dated June 8, 2016
- Exhibit F: Floodplain Analysis, dated February 15, 2016
- Exhibit G: Wetland Delineation Verification, dated March 4, 2016
- Exhibit H: Excerpt from the Traffic Assessment
- Exhibit I: Public Comment letter from Betty Boatman, dated May 26, 2016

05/31/16

Town of Silverthorne
Lina Lesmes
601 Center Circle
Silverthorne, CO 80498

Re: Blue River Flats

Dear Lina Lesmes,

Blue River Flats is 2.32 acres of existing developed land located on the west bank of the Blue River in the Riverfront District and zoned for 25 units per acre with a maximum Building Height of 35'-0" from average existing grade. The proposed development consists of 3 parcels, 1130, 1088 and 1056 Blue River Parkway. Approximately .5 acres are located within the Blue River and will remain undisturbed open space along with the required 25' river setback area. The river setback has been designed to both minimize environmental impacts and enhance the Blue River corridor by leaving approximately 45 existing, established trees, planting native trees and shrubs and including a 10'-0" soft surface path to connect pedestrians with adjacent properties.

Blue River Flats is designed as a 46 unit, for-sale Condominium Project offering a varied portfolio of home types. The project's units range from just under 900 square feet to over 1,800 square feet and were designed with large decks and windows to take advantage of the prominent location along the Blue River. Thirty of the project's 46 units have direct or indirect views out to the Blue River as the buildings were sited intentionally along the river bends. In total, the development will consist of 5 separately built structures containing a total of 39 flat-stacked condominium residences, 5 townhome-style condominiums as well as 2 carriage house units with lofted living.

Members of the consultant team met with adjacent property owners to the south on May 17th to discuss the Blue River Flats project. The development has 2 access points from Highway 9, and one of the existing access points from Highway 9 is shared between the Blue River Flats property and one of the driveways for the southern property, and a primary discussion point was the potential for continuing to share this access. At this time, the adjacent property owner does not wish to share an access with the Blue River Flats community, and would prefer a barrier between the two sites for privacy. In an effort to meet the needs of the adjacent owner as well as contemplate and plan for a potential to share access in the future should the site to the south redevelop, the proposed site plan includes a 2' setback from the southern property boundary which will include a solid wood fence.

On site, there are 42 enclosed garage units, of which 30 are attached and provide direct, enclosed access for the resident. There are 2 common access bike rooms and all 42 of the garage units are generously sized to fit bikes and the many recreation items enjoyed by Summit County residents. In addition to the garage spaces, there are 54 surface parking spaces supplying the required 96 spaces

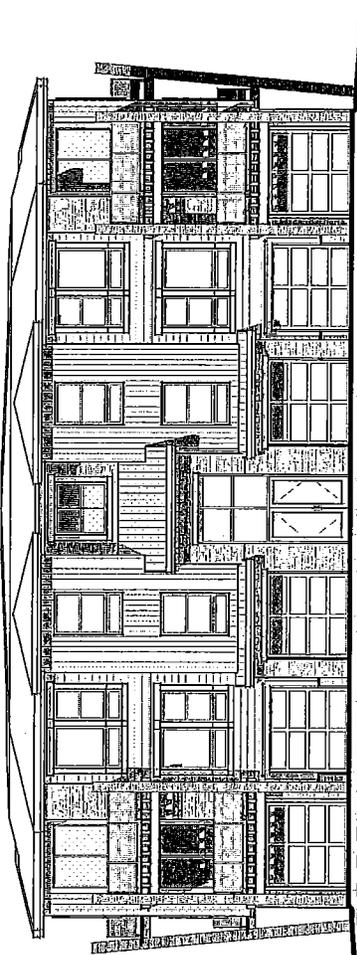
after a small bicycle parking reduction is applied.

To complement the scale of the surrounding neighborhoods, there are smaller, stand-alone two and one half-story residential buildings and townhome units interspersed with the three-story structures. These buildings along with the broken massing of the three-story buildings develop a scale appropriate for the location adjacent to State Highway 9 and the nearby larger commercial structures.

The archetypes established within the community will reflect the surrounding buildings and communities blending the historical as well as the contemporary. Low sloped roofs and generous overhangs help to create elongated horizontal planes of material and directly echo the strong mountain architecture established in the region. Natural stone provides a durable base and accents of stained natural wood give the buildings contextual flair.

The Blue River Flats Housing project will provide a much needed mix of for-sale housing to the Town of Silverthorne while respecting the river ecosystem and local character.

Sincerely,
Norris Design



BLUE RIVER FLATS

Silverthorne, Colorado

Godden | Sudik
ARCHITECTURE

Blue River FLATS
SILVERTHORNE, COLORADO

DESIGN DEVELOP	SK / AP	CHECKED	PB / SK	ISSUE DATE	REVIS
				05-27-2011	

EXHIBIT B

A0

PROJECT INDEX

SHEET NUMBER	SHEET NAME
A0.01	ARCHITECTURAL ELEVATIONS
A0.02	ARCHITECTURAL ELEVATIONS
A0.03	ARCHITECTURAL ELEVATIONS
A0.04	ARCHITECTURAL ELEVATIONS
A0.05	ARCHITECTURAL ELEVATIONS
A0.06	ARCHITECTURAL ELEVATIONS
A0.07	ARCHITECTURAL ELEVATIONS
A0.08	ARCHITECTURAL ELEVATIONS
A0.09	ARCHITECTURAL ELEVATIONS
A1.01	BLDG A - 1ST LEVEL
A1.02	BLDG A - 2ND LEVEL
A1.03	BLDG A - 3RD LEVEL
A1.04	BLDG B - 1ST LEVEL
A1.05	BLDG B - 2ND LEVEL
A1.06	BLDG B - 3RD LEVEL
A1.07	BLDG C - 1ST LEVEL
A1.08	BLDG C - 2ND LEVEL
A1.09	BLDG C - 3RD LEVEL
A1.10	BLDG D - 1ST LEVEL
A1.11	BLDG D - 2ND LEVEL
A1.12	BLDG D - 3RD LEVEL
A1.13	BLDG E - 1ST LEVEL
A1.14	BLDG E - 2ND LEVEL
A1.15	BLDG E - 3RD LEVEL
A1.16	BLDG F - 1ST LEVEL
A1.17	BLDG F - 2ND LEVEL
A1.18	BLDG F - 3RD LEVEL
A1.19	BLDG G - 1ST LEVEL
A1.20	BLDG G - 2ND LEVEL
A1.21	BLDG G - 3RD LEVEL
A1.22	BLDG H - 1ST LEVEL
A1.23	BLDG H - 2ND LEVEL
A1.24	BLDG H - 3RD LEVEL
A1.25	BLDG I - 1ST LEVEL
A1.26	BLDG I - 2ND LEVEL
A1.27	BLDG I - 3RD LEVEL
A1.28	BLDG J - 1ST LEVEL
A1.29	BLDG J - 2ND LEVEL
A1.30	BLDG J - 3RD LEVEL
C.01	OVERALL SITE PLAN
C.02	ASSEMBLY SEATING
C.03	ASSEMBLY SEATING
C.04	ASSEMBLY SEATING
C.05	ASSEMBLY SEATING
C.06	ASSEMBLY SEATING
C.07	ASSEMBLY SEATING
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C.96	ASSEMBLY SEATING
C.97	ASSEMBLY SEATING
C.98	ASSEMBLY SEATING
C.99	ASSEMBLY SEATING
C.100	ASSEMBLY SEATING

PROJECT DIRECTORY

ARCHITECT:
Godden | Sudik Architecture
1400 17th Street, Suite 205
Silverthorne, CO 80131
303-471-1888
Contact: Paul Sudd

OWNER: G.O.L.C.
1400 17th Street, Suite 205
Silverthorne, CO 80131
303-471-1888
Contact: Paul Sudd

CIVIL:
Sudd Engineering, Inc.
1400 17th Street, Suite 205
Silverthorne, CO 80131
303-471-1888
Contact: Tom Anderson

LANDSCAPE:
Sudd Landscape
1400 17th Street, Suite 205
Silverthorne, CO 80131
303-471-1888
Contact: Dana West

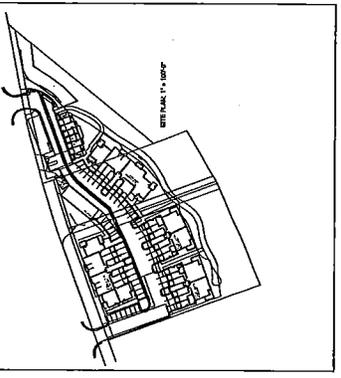
PROJECT DATA

LOCATION:
BLUE RIVER PARKWAY
SILVERTHORNE, COLORADO
SUMMIT COUNTY

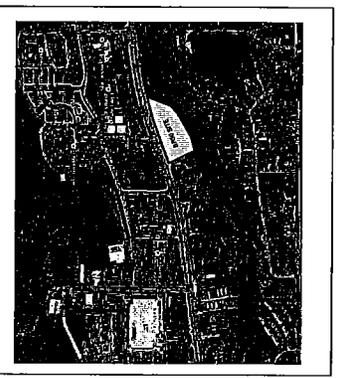
BUILDINGS:
CONDOMINIUM BUILDING
2 STORY WOOD-FRAME

NUMBER OF STORIES:
THREE

SITE PLAN



VICINITY MAP



BLUE RIVER FLATS - SILVERTHORNE PRELIMINARY PLAN APPLICATION SUBMITTAL

BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC GRADING AND SLAB STEPPING.

NO BUILDING SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF 35'0" AS PER THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN GUIDELINES.

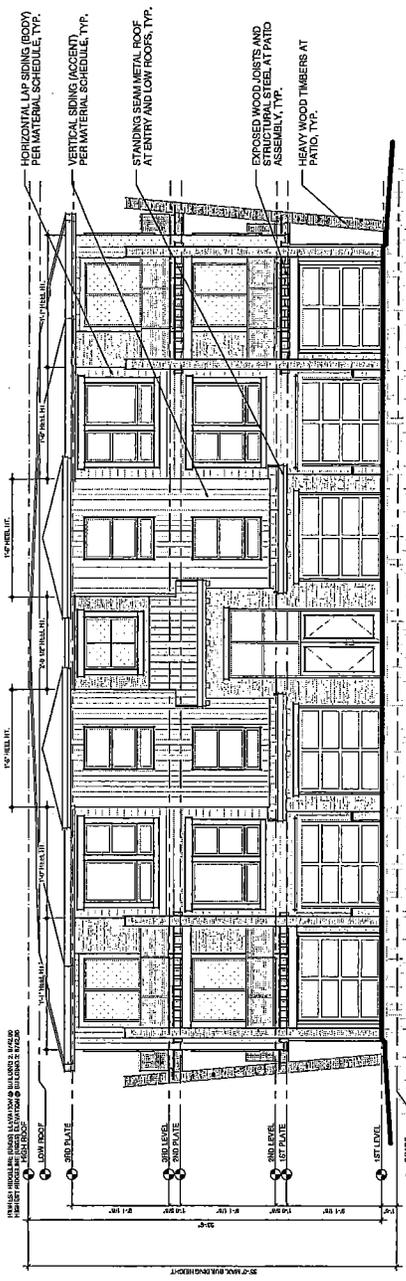
WHERE POSSIBLE, ROOF PENETRATIONS SHALL BE GROUPED TOGETHER AND PENETRATIONS SHALL NOT BREACH RIDGELINES. ALL ROOF PENETRATIONS SHALL BE PAINTED TO MATCH THE ROOF MATERIAL.

ROOF/ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE PAINTED TO MATCH ROOF MATERIAL.

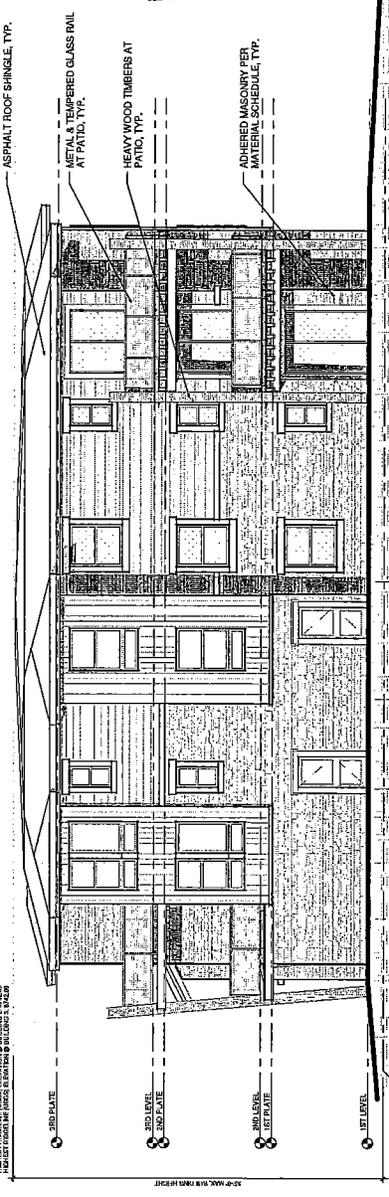
ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC BUILDING ELEVATIONS. PLEASE REFER TO UTILITY PLAN FOR PLACEMENT PER BUILDING.

PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.

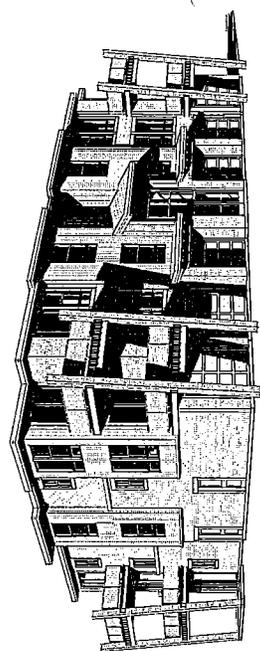
MASING STUDIES PROVIDED FOR REFERENCE ONLY TO DEMONSTRATE GENERAL BUILDING FORMS, DESIGN, MASSING AND PROPORTION OF FACADE AND ROOF STRUCTURES. REFER TO ELEVATIONS FOR MATERIALS AND FINISHES.



1 FRONT ELEVATION - BUILDING TYPE "A" - Site Application
3/16" = 1'-0"



2 LEFT ELEVATION - BUILDING TYPE "A" - Site Application
3/16" = 1'-0"



BLUE RIVER PLATS - SILVERTHORNE PRELIMINARY PLAN APPLICATION SUBMITTAL

BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC GRADING AND SLAB STEPPING.

NO BUILDINGS SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF 35 FEET FOR THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN GUIDELINES.

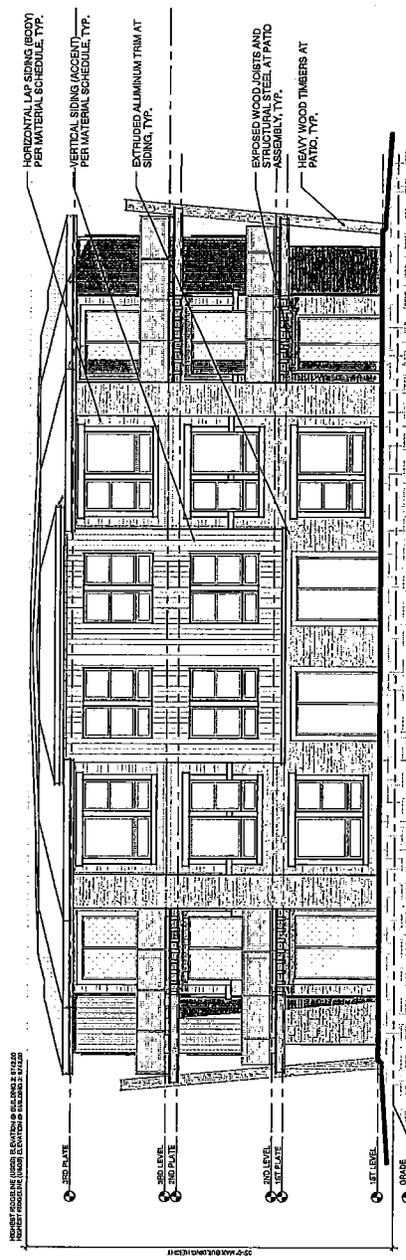
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ROOF/ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE PAINTED TO MATCH ROOF MATERIAL.

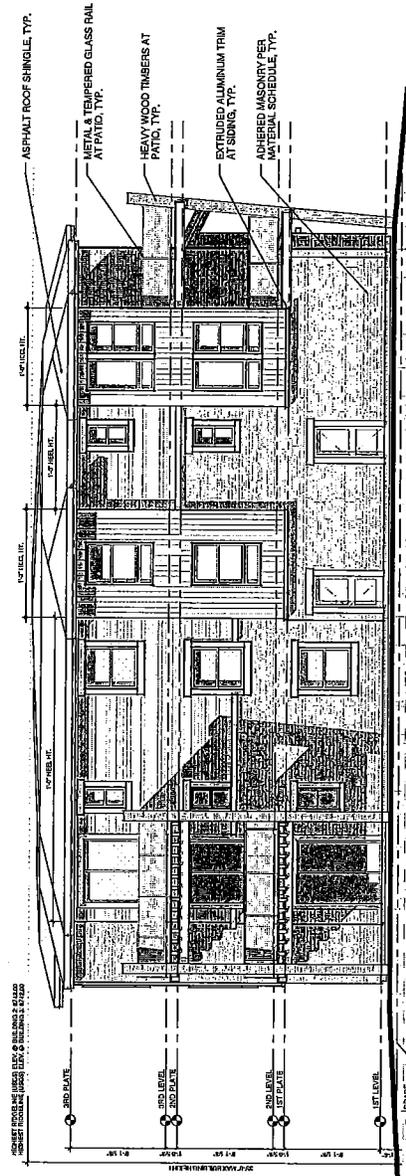
ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC PLACING AND ELEVATIONS. PLEASE REFER TO UTILITY PLAN FOR PLACING AT BUILDING.

PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.

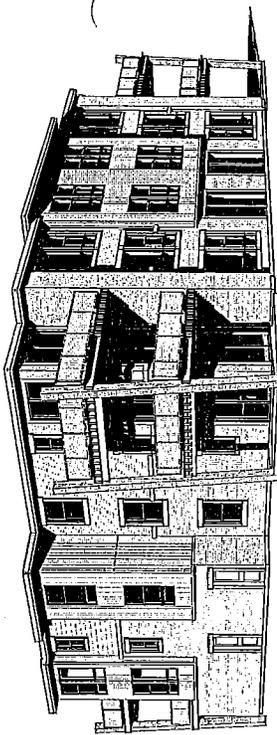
MASSING STUDIES PROVIDED FOR REFERENCE ONLY TO DEMONSTRATE GENERAL BUILDING FORMS, DESIGN, MASSING AND ELEVATIONS FOR MATERIALS AND FINISHES. REFER TO ELEVATIONS FOR MATERIALS AND FINISHES.



1 RIVER ELEVATION - BUILDING TYPE "A" - Site Application
3/16" = 1'-0"

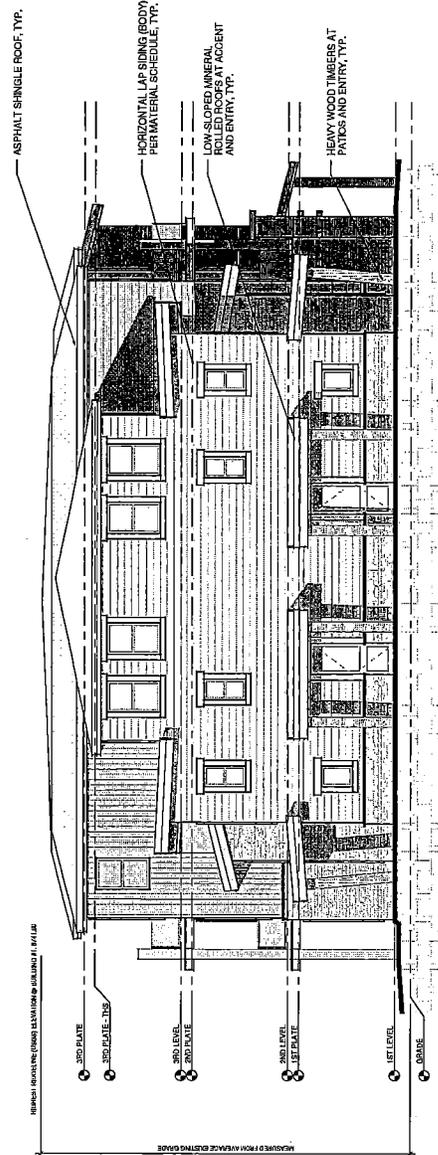


2 RIGHT ELEVATION - BUILDING TYPE "A" - Site Application
3/16" = 1'-0"

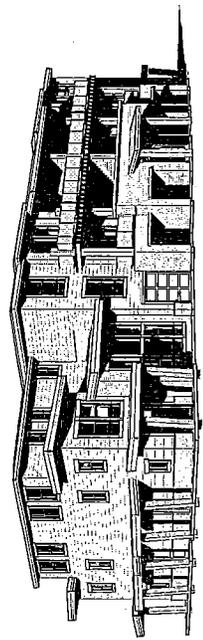


ARCHITECTURAL ELEVATIONS
Preliminary Site Plan Application

BLUE RIVER FLATS - SILVERTHORNE PRELIMINARY PLAN
 APPLICATION SUBMITTAL
 BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC
 GRADING AND SOAK STEPPING.
 NO BUILDING SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF
 35'-0" AS PER THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN
 GUIDELINES.
 WHERE POSSIBLE, ROOF PENETRATIONS SHALL BE GROUPED
 TOGETHER AND GROUPINGS SHALL BE FINISHED WITH A
 BRICK TIDYLINE. ALL ROOF PENETRATIONS SHALL BE
 PAINTED TO MATCH THE ROOF MATERIAL.
 ROOF/ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE
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 BUILDING ELEVATIONS. PLEASE REFER TO UTILITY PLAN FOR
 PLACEMENT PER BUILDING.
 PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.
 MASSING STUDIES PROVIDED FOR REFERENCE ONLY TO
 DEMONSTRATE GENERAL BUILDING FORMS, DESIGN, MASSING AND
 PROPORTION OF FACADE AND ROOF STRUCTURES. REFER TO
 ELEVATIONS FOR MATERIALS AND FINISHES.



1 LEFT ELEVATION - BUILDING TYPE 'B'
 3/16" = 1'-0"



2 FRONT ELEVATION - BUILDING TYPE 'B'
 3/16" = 1'-0"

ARCHITECTURAL ELEVATIONS
 Preliminary Site Plan Application

BLUE RIVER FLATS - SILVERTHORNE PRELIMINARY PLAN
APPLICATION SUBMITTAL

BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC GRADING AND SUB STEPPING.

NO BUILDING SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF 35 FEET. THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN GUIDELINES.

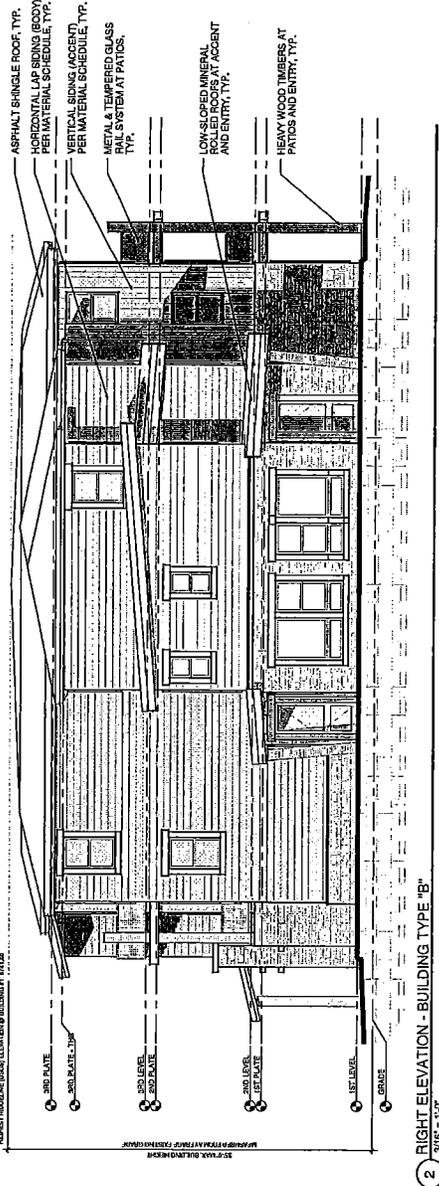
WHERE POSSIBLE, ROOF PENETRATIONS SHALL BE SECURED TOGETHER LOCATED ON REAR ROOF SLOPES AND SHALL NOT BE PAINTED TO MATCH THE ROOF MATERIAL.

ROOF / ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE PAINTED TO MATCH ROOF MATERIAL.

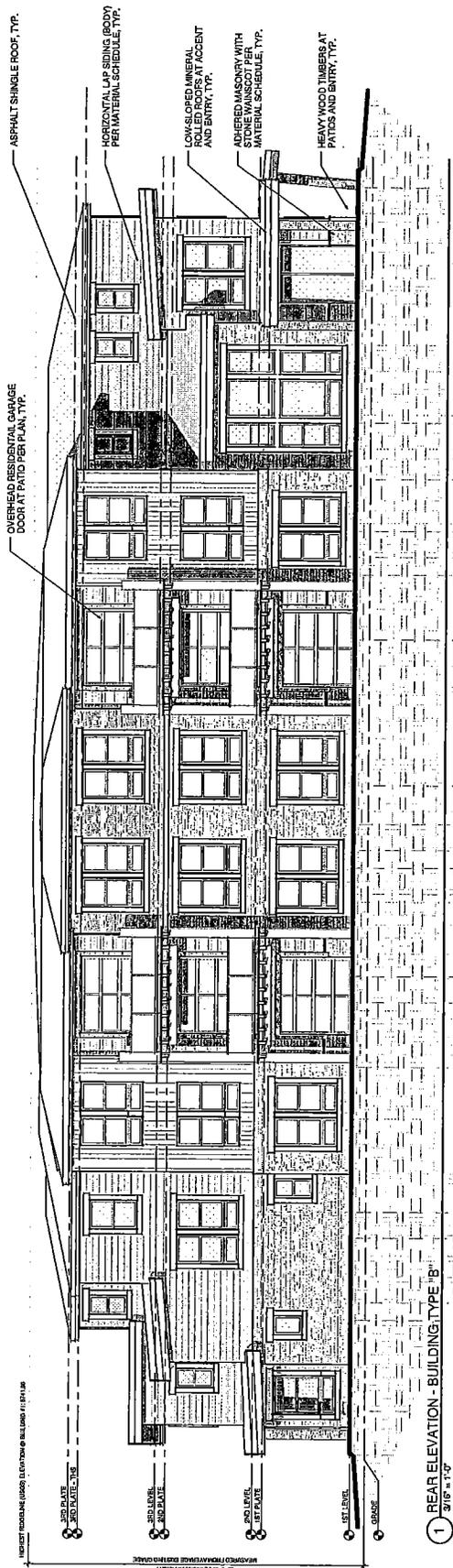
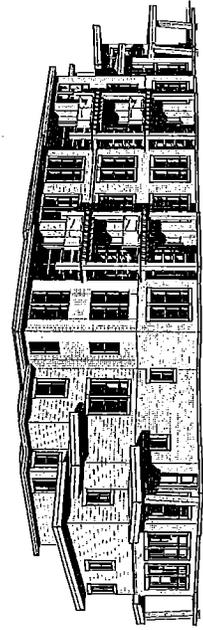
ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC PLACEMENT PER BUILDING.

PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.

MASSING STUDIES PROVIDED FOR REFERENCE ONLY TO ASSIST IN THE PROPORTION OF MASSING AND ROOF STRUCTURES. REFER TO ELEVATIONS FOR MATERIALS AND FINISHES.



2 RIGHT ELEVATION - BUILDING TYPE 'B'
3/16" = 1'-0"



1 REAR ELEVATION - BUILDING TYPE 'B'
3/16" = 1'-0"

ARCHITECTURAL ELEVATIONS
Preliminary Site Plan Application

BLUE RIVER FLATS - SILVERTHORNE PRELIMINARY PLAN APPLICATION SUBMITTAL

NO BUILDING SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF 35'-0" AS PER THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN GUIDELINES.

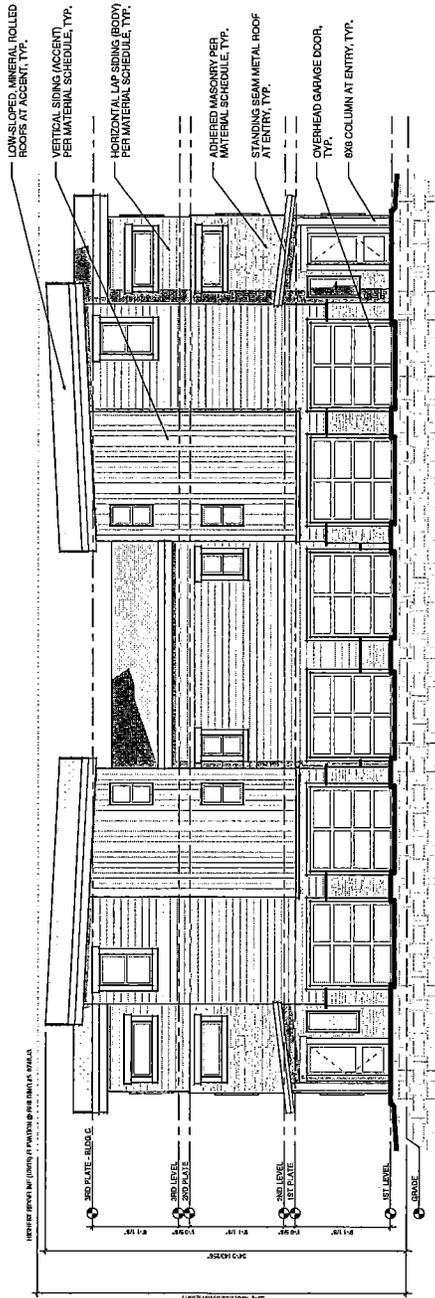
WHERE POSSIBLE, ROOF PENETRATIONS SHALL BE GROUPED TOGETHER AND LOCATED ON REAR ROOF SLOPES AND SHALL NOT BE LOCATED ON FACADES. ROOF PENETRATIONS SHALL BE PAINTED TO MATCH THE ROOF MATERIAL.

ROOF/ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE PAINTED TO MATCH ROOF MATERIAL.

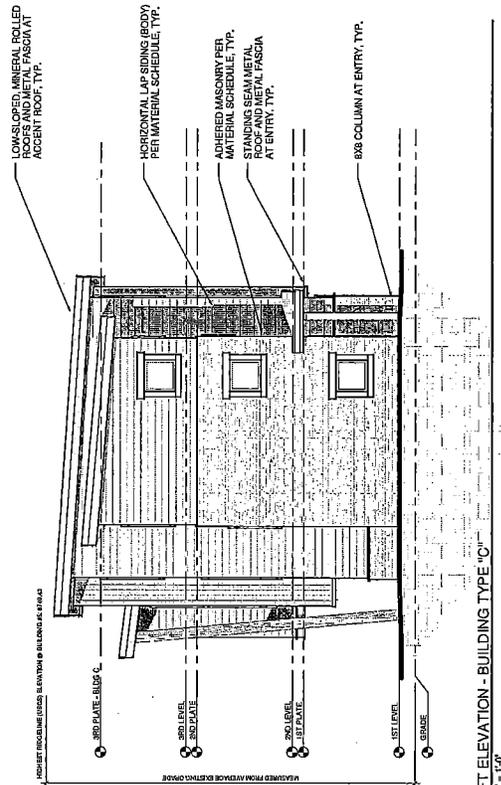
ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC BUILDING ELEVATIONS. PLEASE REFER TO UTILITY PLAN FOR PLACEMENT PER BUILDING.

PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.

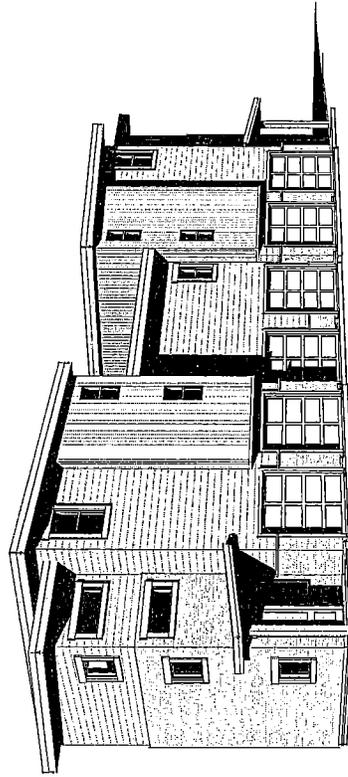
MATERIALS, FINISHES, ROOFINGS, ETC. REFER TO SCHEDULES, TO BE CONSISTENT WITH THE GENERAL BUILDING FORMS, DESIGN MASSING AND PROPORTION OF FACADE AND ROOF STRUCTURES. REFER TO ELEVATIONS FOR MATERIALS AND FINISHES.



1 FRONT ELEVATION - BUILDING TYPE "C"
3/16" = 1'-0"



2 LEFT ELEVATION - BUILDING TYPE "C"
3/16" = 1'-0"



BLUE RIVER PLATS - SILVERTHORNE PRELIMINARY PLAN APPLICATION SUBMITTAL

BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC GRADING AND SUB STEPPING.

NO BUILDING SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN GUIDELINES.

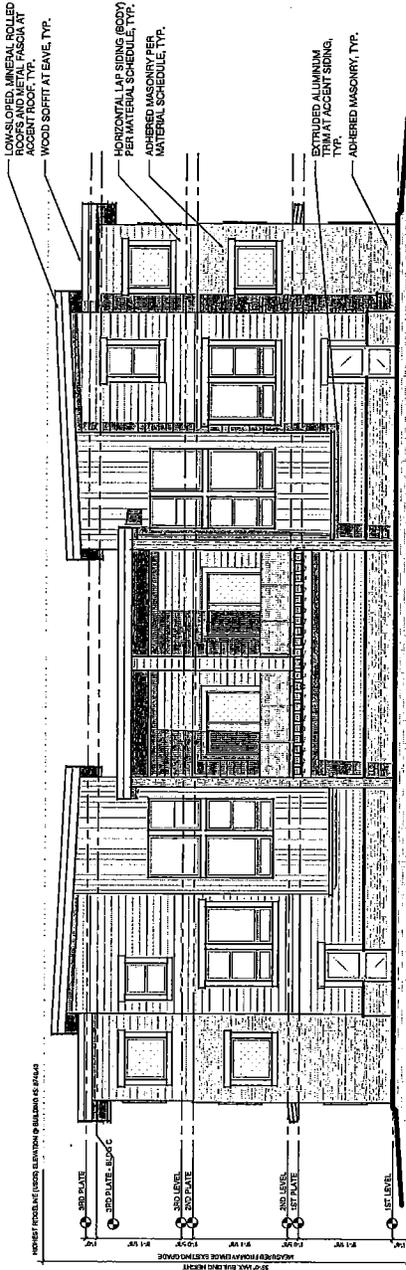
WHERE POSSIBLE, ROOF PENETRATIONS SHALL BE GROUDED TOGETHER LOCATED ON REAR ROOF SLOPES AND SHALL NOT BREACH RIDGELINES. ALL ROOF PENETRATIONS SHALL BE PAINTED TO MATCH THE ROOF MATERIAL.

ROOF/ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE PAINTED TO MATCH ROOF MATERIAL.

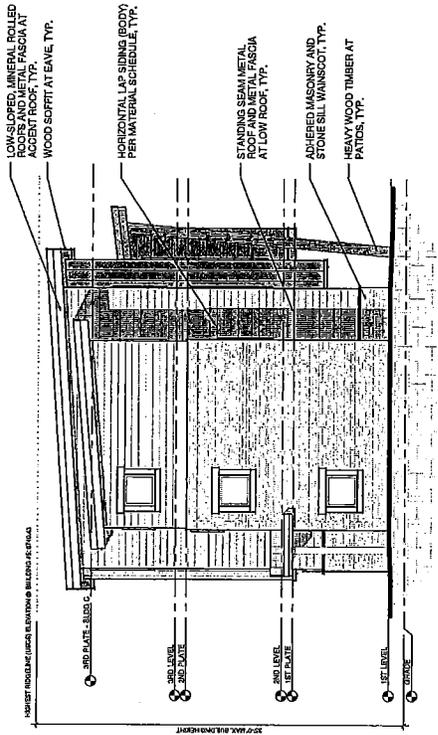
ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC DRAWINGS. PLEASE REFER TO UTILITY PLAN FOR PLACEMENT PER BUILDING.

PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.

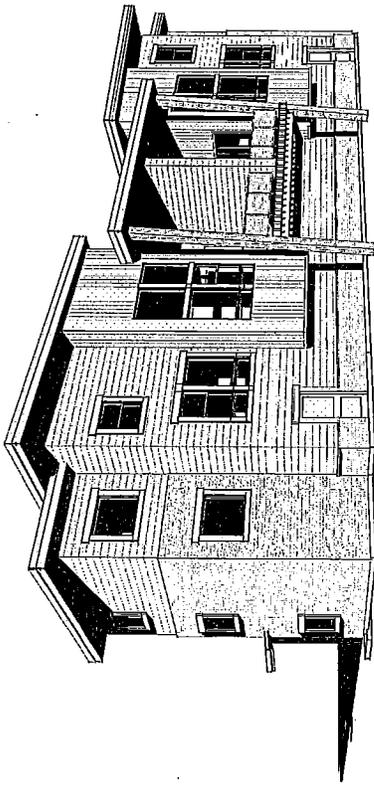
MASSING STUDIES PROVIDED FOR REFERENCE ONLY TO PROVIDE VISUAL MASSING AND PROPORTION OF FACADE AND ROOF STRUCTURES. REFER TO ELEVATIONS FOR MATERIALS AND FINISHES.



1 REAR ELEVATION - BUILDING TYPE 'C'
3/16" = 1'-0"



2 RIGHT ELEVATION - BUILDING TYPE 'C'
3/16" = 1'-0"



ARCHITECTURAL ELEVATIONS
Preliminary Site Plan Application

BLUE RIVER FLATS - SILVERTHORNE PRELIMINARY PLAN APPLICATION SUBMITTAL

BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC GRADING AND SLOPE STEPPING.

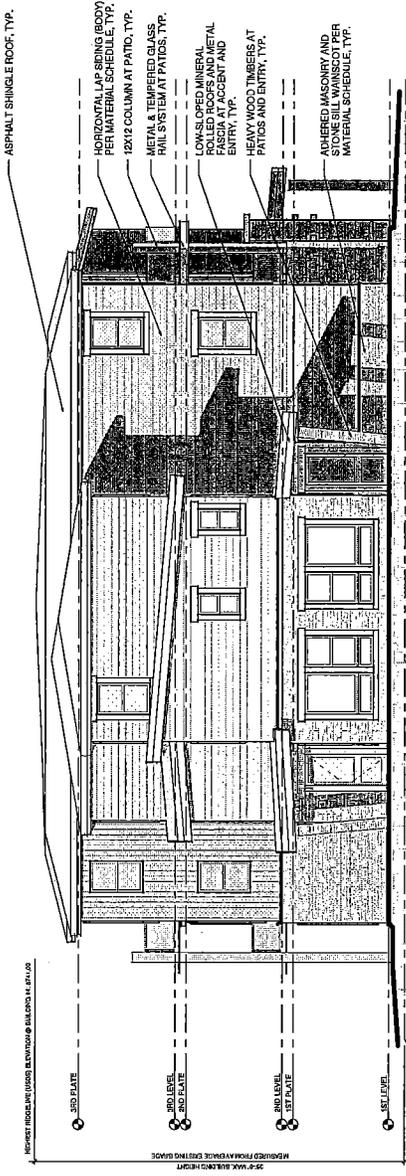
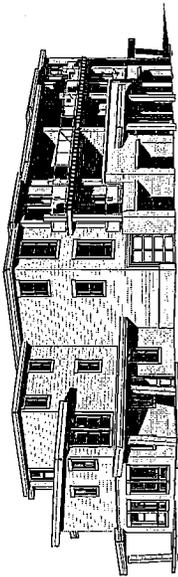
NO BUILDINGS SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF 35'-0" AS PER THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN GUIDELINES.

WHERE POSSIBLE, ROOF PENETRATIONS SHALL BE GROUPED TOGETHER AND FINISHED WITH A COMMON MATERIAL. ALL ROOF PENETRATIONS SHALL BE PAINTED TO MATCH THE ROOF MATERIAL.

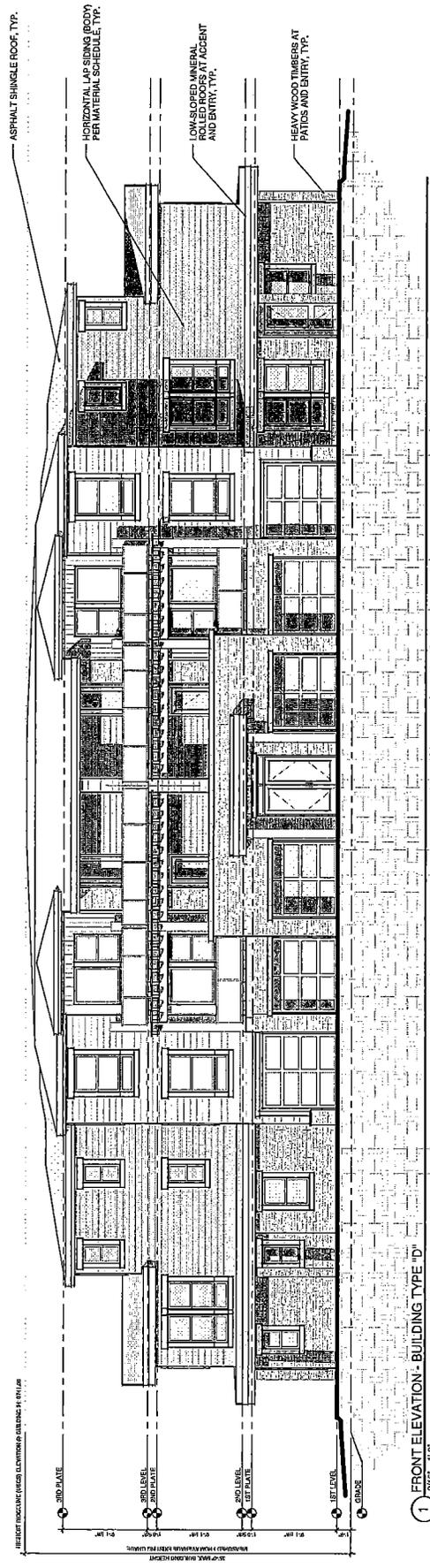
ROOF/ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE PAINTED TO MATCH ROOF MATERIAL.

ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC BUILDING ELEVATIONS. PLEASE REFER TO UTILITY PLAN FOR PLACEMENT PER BUILDING.

MASSING STUDIES PROVIDED FOR REFERENCE ONLY TO DEMONSTRATE GENERAL BUILDING FORMS, DESIGN, MASSING AND PROPORTION OF FACADE AND ROOF STRUCTURES. REFER TO ELEVATIONS FOR MATERIALS AND FINISHES.



2 LEFT ELEVATION - BUILDING TYPE "D"
3/16" = 1'-0"



1 FRONT ELEVATION - BUILDING TYPE "D"
3/16" = 1'-0"

ARCHITECTURAL ELEVATIONS
Preliminary Site Plan Application

BLUE RIVER AT LOTS SILVERTHORPE PRELIMINARY PLAN APPLICATION SUBMITTAL

BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC GRADING AND SLOPE OF TERRAIN.

NO SPACES SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF THE SILVERTHORPE INTERPRETATION DISTRICT DESIGN GUIDELINES.

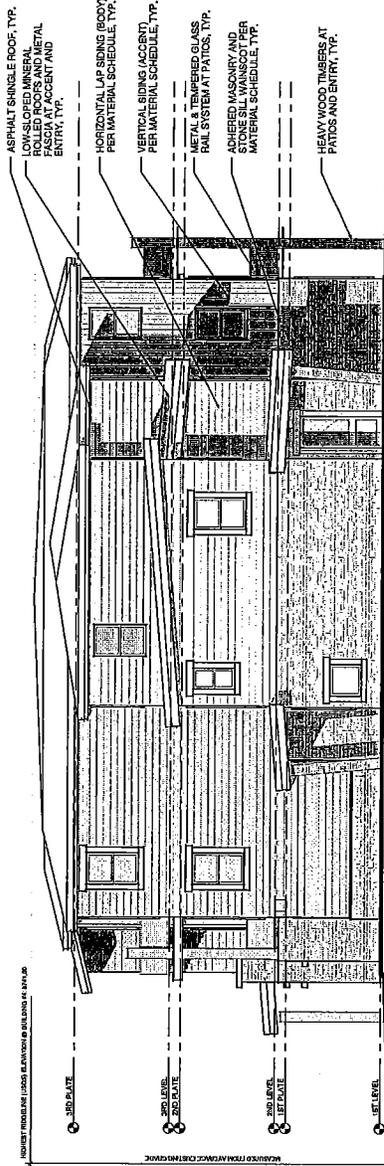
WHERE POSSIBLE ROOF PENETRATIONS SHALL BE GROUPED TOGETHER, LOCATED ON REAR ROOF SLOPES AND SHALL NOT REACH ROOFLINES. ALL ROOF PENETRATIONS SHALL BE PAINTED TO MATCH THE ROOF MATERIAL.

ROOF/TICO VENTS SHALL BE LOW-PROFILE AND SHALL BE PAINTED TO MATCH ROOF MATERIAL.

ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC DRAWINGS. THESE METERS SHOULD BE REFERRED TO UTILITY PLAN FOR PLACEMENT PER BUILDING.

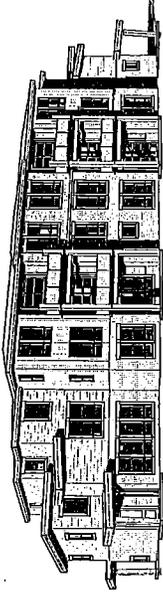
PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.

MASSING STUDIES PROVIDED FOR REFERENCE ONLY TO ILLUSTRATE MASSING, MATERIALS, FINISHES, AND PROPORTION OF FACADE AND ROOF STRUCTURES. REFER TO ELEVATIONS FOR MATERIALS AND FINISHES.



- ASPHALT SHINGLE ROOF, TYP.
- LOW SLOPED MINERAL FASCIA AT ACCENT AND ENTRY, TYP.
- HORIZONTAL LAP SIDING (BODY) PER MATERIAL SCHEDULE, TYP.
- VERTICAL SIDING (ACCENT) PER MATERIAL SCHEDULE, TYP.
- METAL & TEMPERED GLASS RAIL SYSTEM AT PATIOS, TYP.
- ADHERED MASONRY AND STONE SILL WAINSCOT PER MATERIAL SCHEDULE, TYP.
- HEAVY WOOD TIMBERS AT PATIOS AND ENTRY, TYP.

2 RIGHT ELEVATION - BUILDING TYPE 'D'
3/16" = 1'-0"

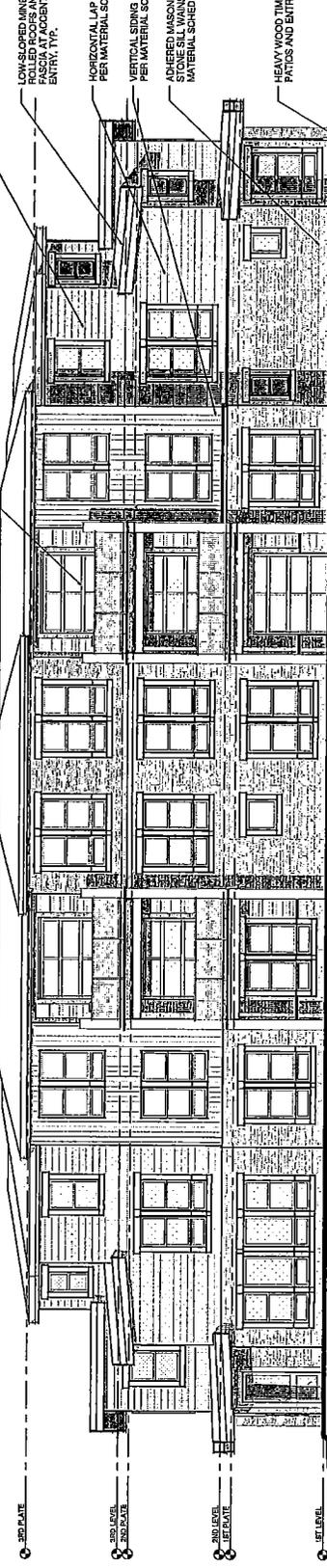


- ASPHALT SHINGLE ROOF, TYP.
- LOW SLOPED MINERAL FASCIA AT ACCENT AND ENTRY, TYP.
- HORIZONTAL LAP SIDING (BODY) PER MATERIAL SCHEDULE, TYP.
- VERTICAL SIDING (ACCENT) PER MATERIAL SCHEDULE, TYP.
- ADHERED MASONRY AND STONE SILL WAINSCOT PER MATERIAL SCHEDULE, TYP.
- HEAVY WOOD TIMBERS AT PATIOS AND ENTRY, TYP.

OVERHEAD RESIDENTIAL GARAGE DOORS PER PLAN, TYP.

HIGHEST FINISH LINE (SEE ELEVATION 'B' BUILDING #1-811.00)

30" MAX. OVER THE ENTIRE MASSING FROM AVERAGE EXISTING GRADE



1 RIVER ELEVATION - BUILDING TYPE 'D'
3/16" = 1'-0"

ARCHITECTURAL ELEVATIONS
Preliminary Site Plan Application

A.08
BUILDING ELEVATIONS

05-27-2016

BLUE RIVER FLATS - SILVERTHORNE PRELIMINARY PLAN
APPLICATION SUBMITTAL

BUILDING HEIGHTS AS SHOWN WILL VARY WITH LOT SPECIFIC
GRADING AND SLAB STEPPING.

NO BUILDING SHALL EXCEED THE MAXIMUM BUILDING HEIGHT OF
35'-0" AS PER THE SILVERTHORNE RIVERFRONT DISTRICT DESIGN
GUIDELINES.

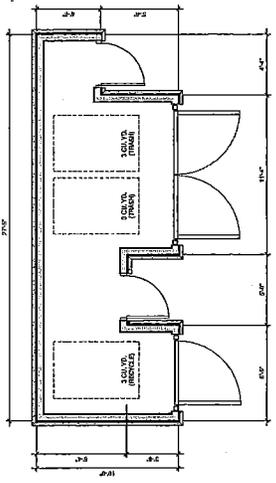
WHERE POSSIBLE, ROOF PENETRATIONS SHALL BE GROUPED
AND SHOWN WITH COMMON ROOF FLASHINGS. ALL ROOF PENETRATIONS SHALL NOT
BREACH ROOFLINES. ALL ROOF PENETRATIONS SHALL BE
PAINTED TO MATCH THE ROOF MATERIAL.

ROOF / ATTIC VENTS SHALL BE LOW-PROFILE AND SHALL BE
PAINTED TO MATCH ROOF MATERIAL.

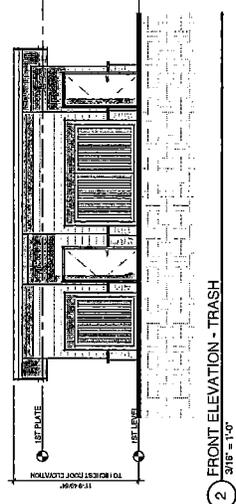
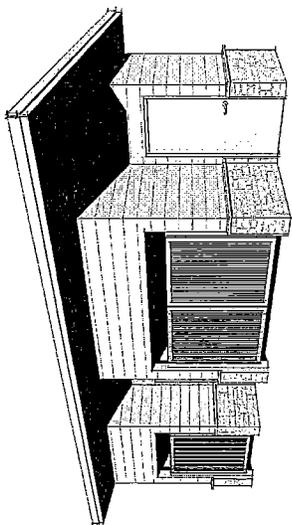
ELECTRICAL AND GAS METERS ARE NOT SHOWN ON SCHEMATIC
BUILDING ELEVATIONS. PLEASE REFER TO UTILITY PLAN FOR
PLACEMENT PER BUILDING.

PLEASE REFER TO GRADING PLAN FOR LOT SPECIFIC GRADING.

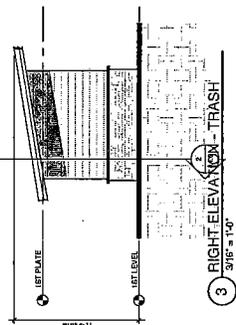
MASSING STUDIES PROVIDED FOR REFERENCE ONLY TO
DEMONSTRATE GENERAL BUILDING FORMS, DESIGN, MASSING AND
PROPORTION. FINISHES AND ROOF STRUCTURES, REFER TO
ELEVATIONS FOR MATERIALS AND FINISHES.



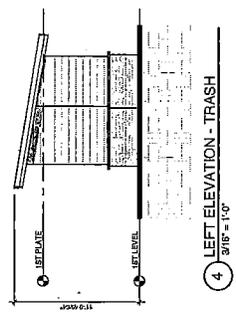
1 1ST LEVEL - TRASH
1/4" = 1'-0"



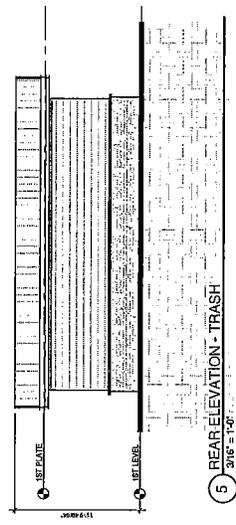
2 FRONT ELEVATION - TRASH
3/16" = 1'-0"



3 RIGHT ELEVATION - TRASH
3/16" = 1'-0"



4 LEFT ELEVATION - TRASH
3/16" = 1'-0"



5 REAR ELEVATION - TRASH
3/16" = 1'-0"

ARCHITECTURAL ELEVATIONS
Preliminary Site Plan Application



Golden | Sudik
ARCHITECTS

1000 17th Street, Suite 1000
Golden, CO 80401
303.261.1111
www.goldensudik.com

Blue River Flats
SILVERTHORNE, COLORADO

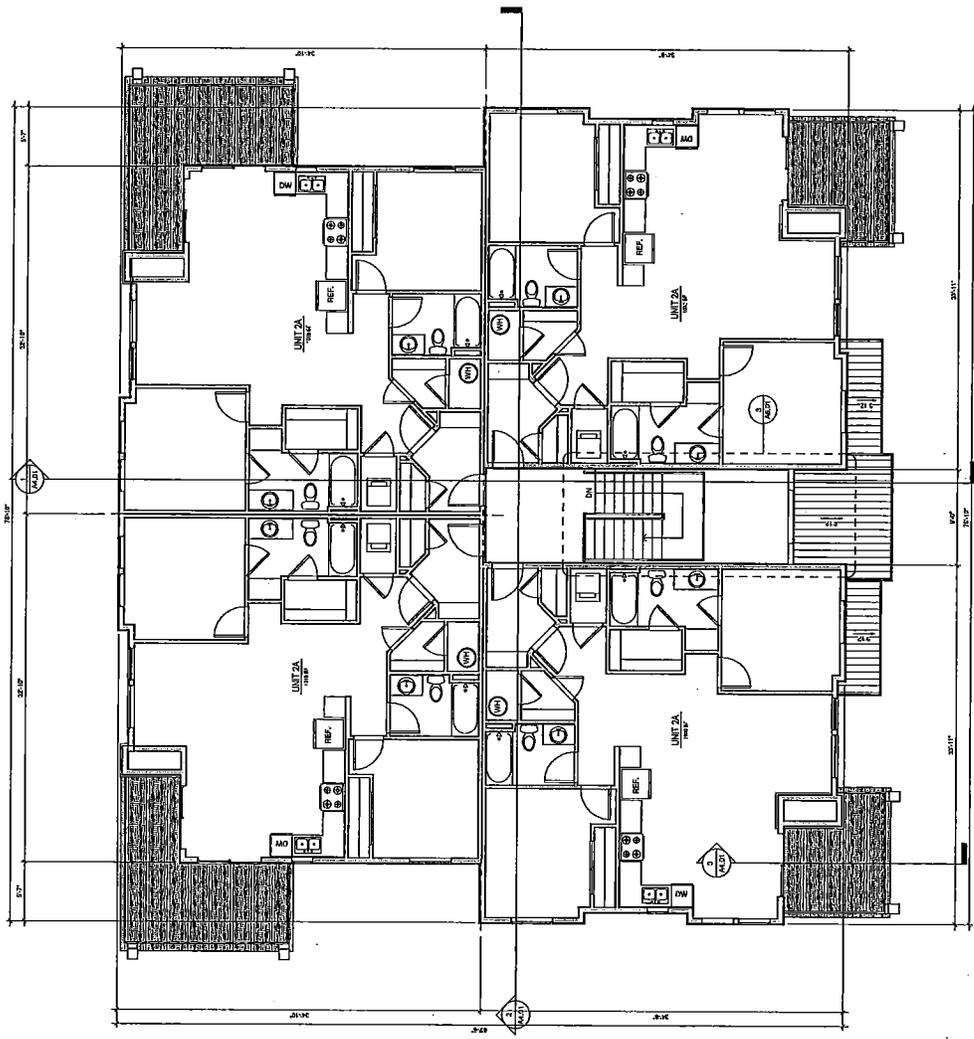
DESIGN DEVELOPMENT
DRAWN BY: SK/A
CHECKED BY: PR/SK
ISSUE DATE: 05-27-2016

REVISIONS	DATE	BY

BLDG A - 3RD LEVEL

A1.03

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1 3RD LEVEL - BLDG A
3/16" = 1'0"



ARCHITECT
 GORDEN | SUDLIK
 1000 14TH AVENUE
 DENVER, CO 80202
 TEL: 303.733.1111
 WWW.GORDEN-SUDLIK.COM

Gorden | Sudlik
ARCHITECTS

Blue River Flats
SILVERTHORNE, COLORADO

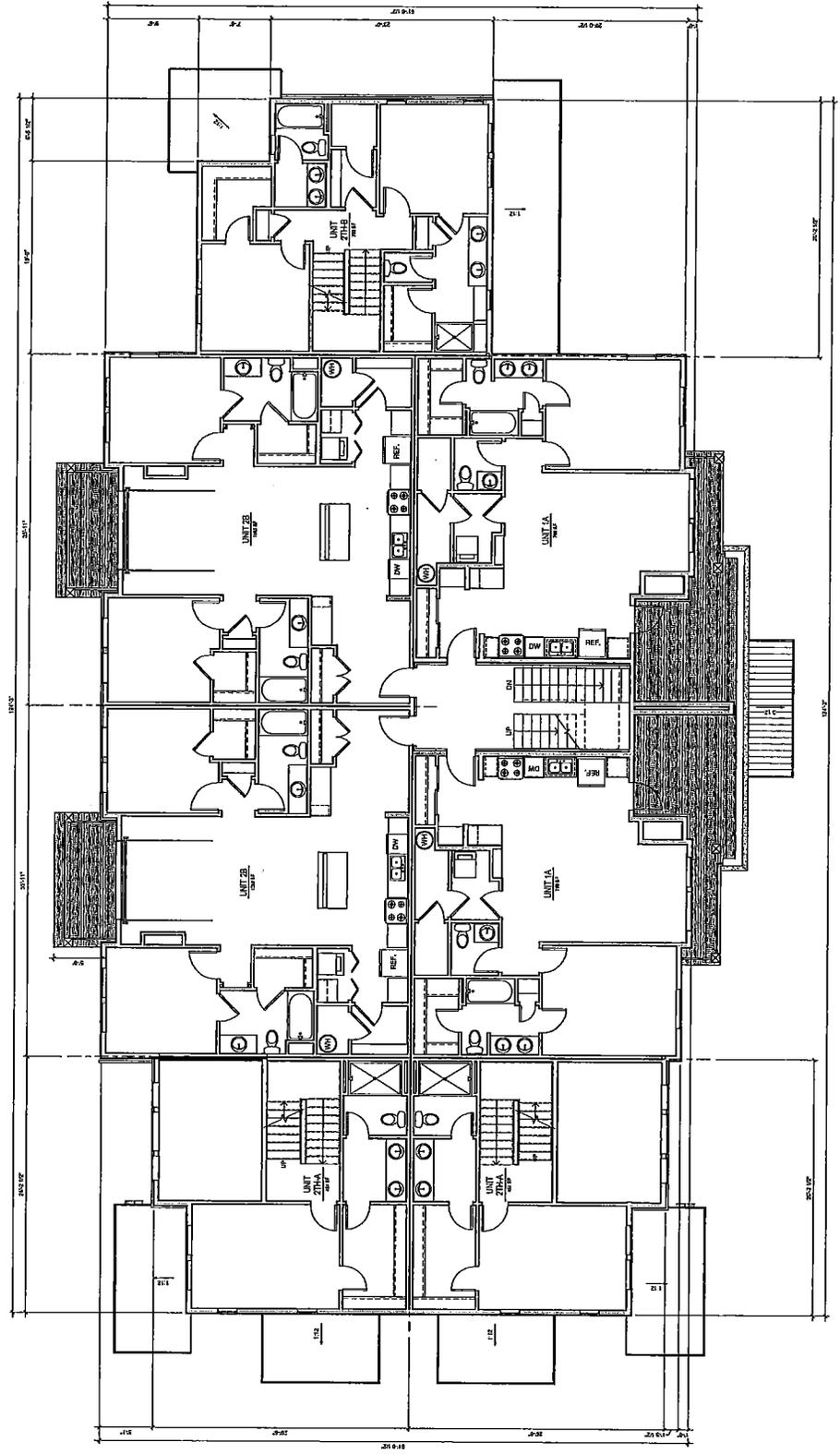
DESIGN DEVELOPMENT
 DRAWN BY: SK/MP
 CHECKED BY: PE/SK
 ISSUE DATE: 05-27-2018

REVISIONS

BLDG B - 2ND LEVEL

A1.12

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1 2ND LEVEL - BLDG B
3/16" = 1'-0"



10000 E. WILLOW
 SUITE 100
 DENVER, CO 80231
 PHONE: 303.755.1100
 FAX: 303.755.1101
 WWW.GODDEN-SUDIK.COM

Godden | Sudik
 ARCHITECTS

Blue River Flats

SILVERTHORNE, COLORADO

DESIGN
 DEVELOPMENT

DRAWN BY:
 SK / AP
 CHECKED BY:
 PJ / SK
 ISSUE DATE:
 05-27-2016

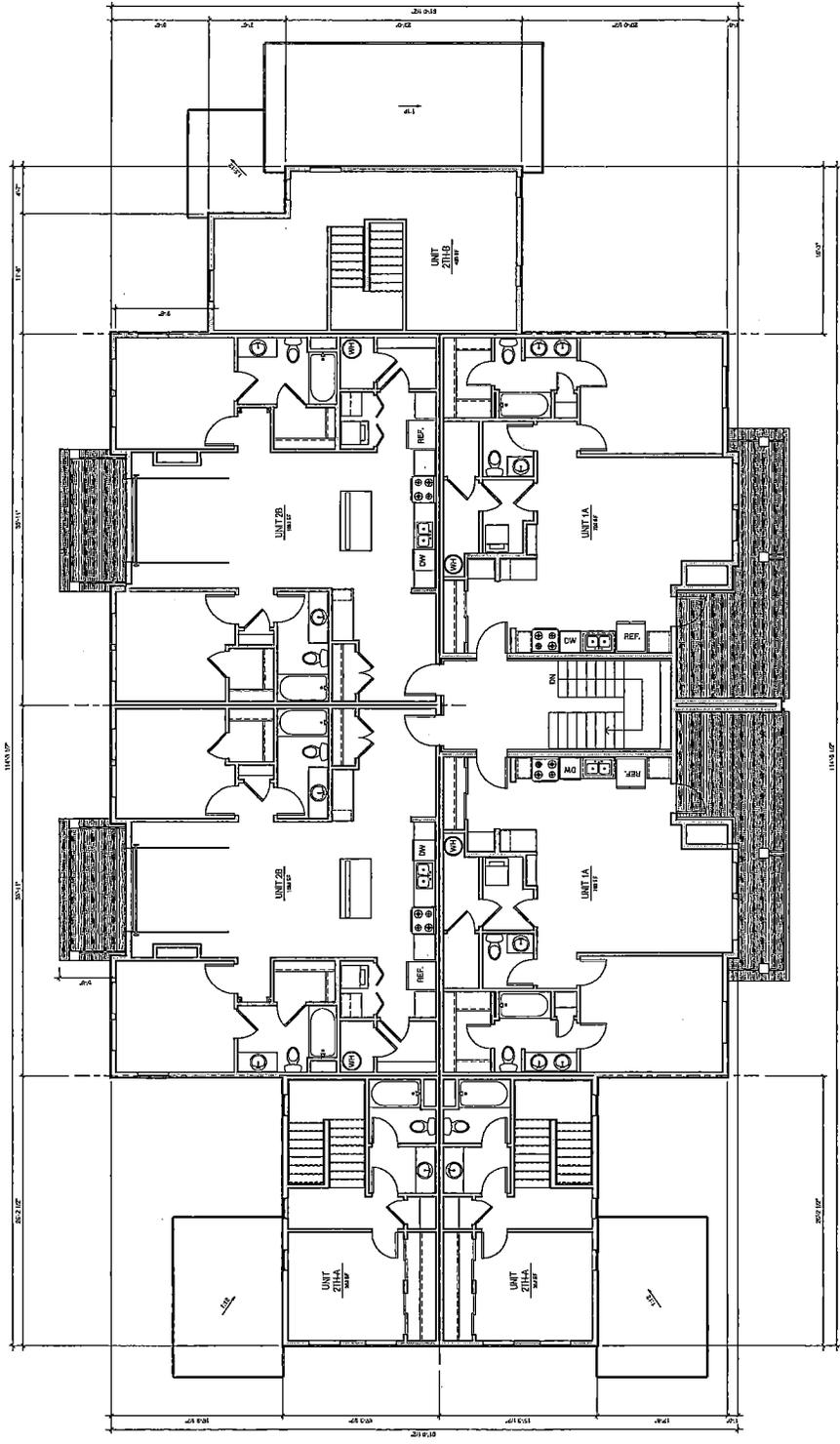
REVISIONS

NO.	DESCRIPTION

BLDG 8 - 3RD LEVEL

A1.13

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 Godden | Sudik Architects & Planners, Inc.



1 3RD LEVEL - BLDG B
 3/16" = 1'0"



Godden | Studik
ARCHITECTS
1000 17th Street, Suite 1000
Denver, CO 80202
Tel: 303.733.7700
Fax: 303.733.7701
www.goddenstudik.com

SILVERTHORNE, COLORADO

Blue River FLATS

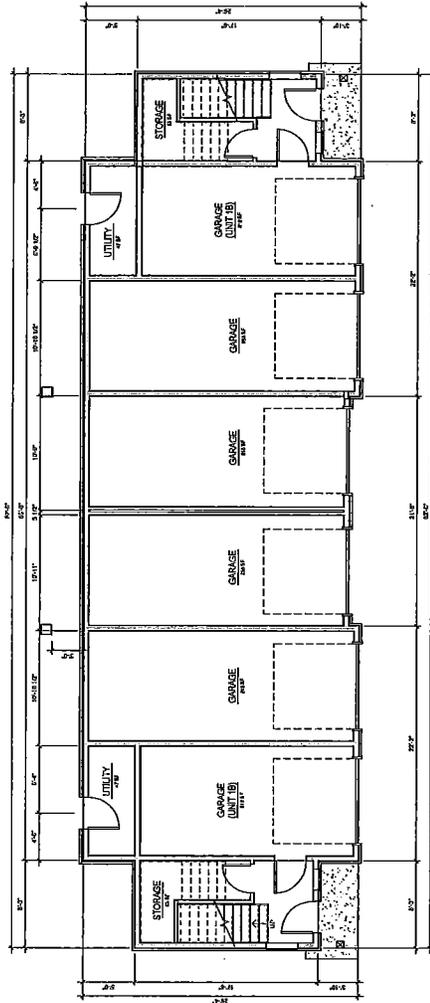
DESIGN DEVELOPMENT
DRAWN BY: SK/AP
CHECKED BY: PB/SK
ISSUE DATE: 05-27-2016

REVISIONS

BLDG C - 1ST LEVEL

A1.21

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1 1ST LEVEL - BLDG C
3/16" = 1'-0"



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ARCHITECTS

1

Blue River FLATS
SILVERTHORNE, COLORADO

DESIGN DEVELOPMENT

DRAWN BY:
SK / AP
CHECKED BY:
PB / SK
ISSUE DATE:
06-27-2018

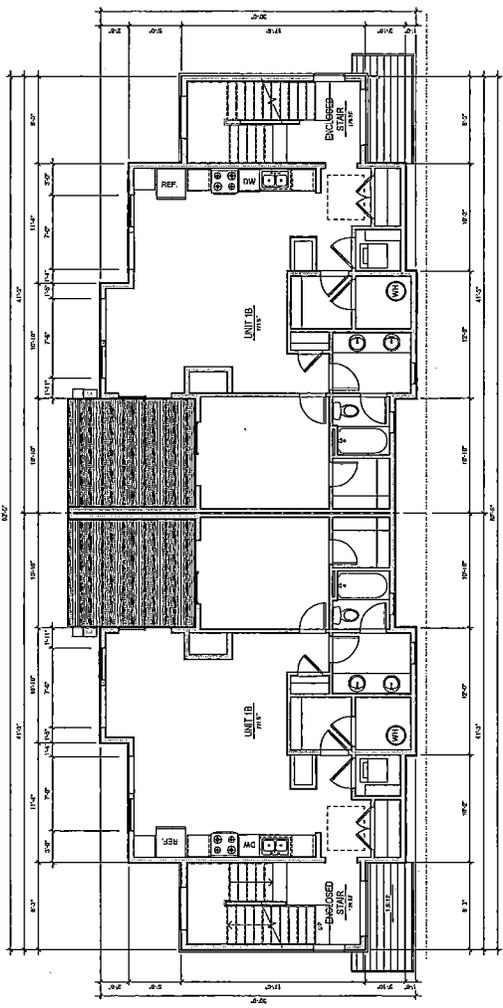
REVISIONS

NO.	DESCRIPTION

BLDG C - 2ND LEVEL

A1.22

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1 2ND LEVEL - BLDG C
3/16" = 1'-0"

A1.23

BLDG C - 3RD LEVEL

REVISIONS

ISSUE DATE: 05-27-2016

ISSUED BY: PJ / SK

CHECKED BY: SK / AP

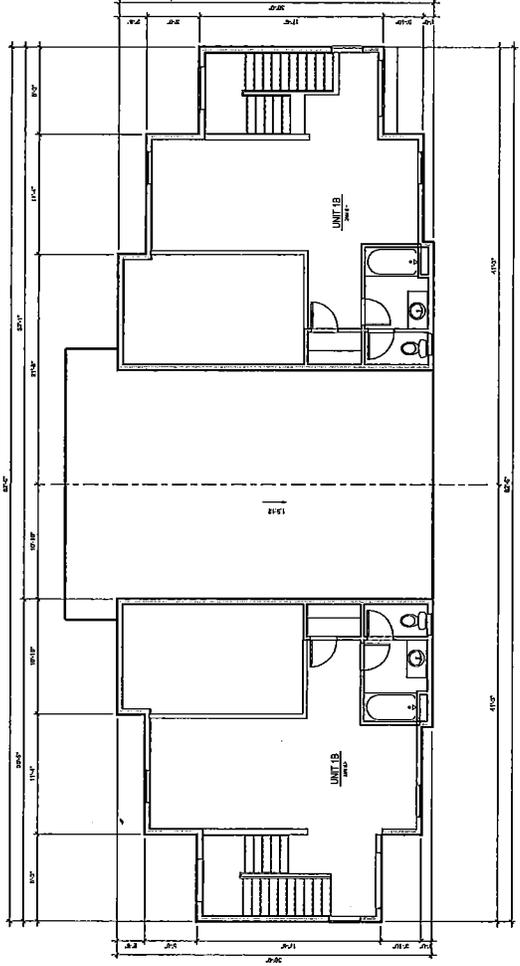
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SILVERTHORNE, COLORADO

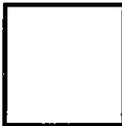
Blue River FLATS

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ARCHITECTS

1100 14TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303.733.1100
WWW.GODDEN-SUDIK.COM



1 LOFT - BLDG C
3/15/17



IN THE CITY AND COUNTY OF DENVER,
 COUNTY OF DENVER, COLORADO,
 I, **Godden | Sudik**
 ARCHITECTS
 1000 14TH AVENUE, SUITE 1000
 DENVER, COLORADO 80202
 TEL: 303.733.1100
 WWW.GODDEN-SUDIK.COM

Blue River FLATS
 SILVERTHORNE, COLORADO

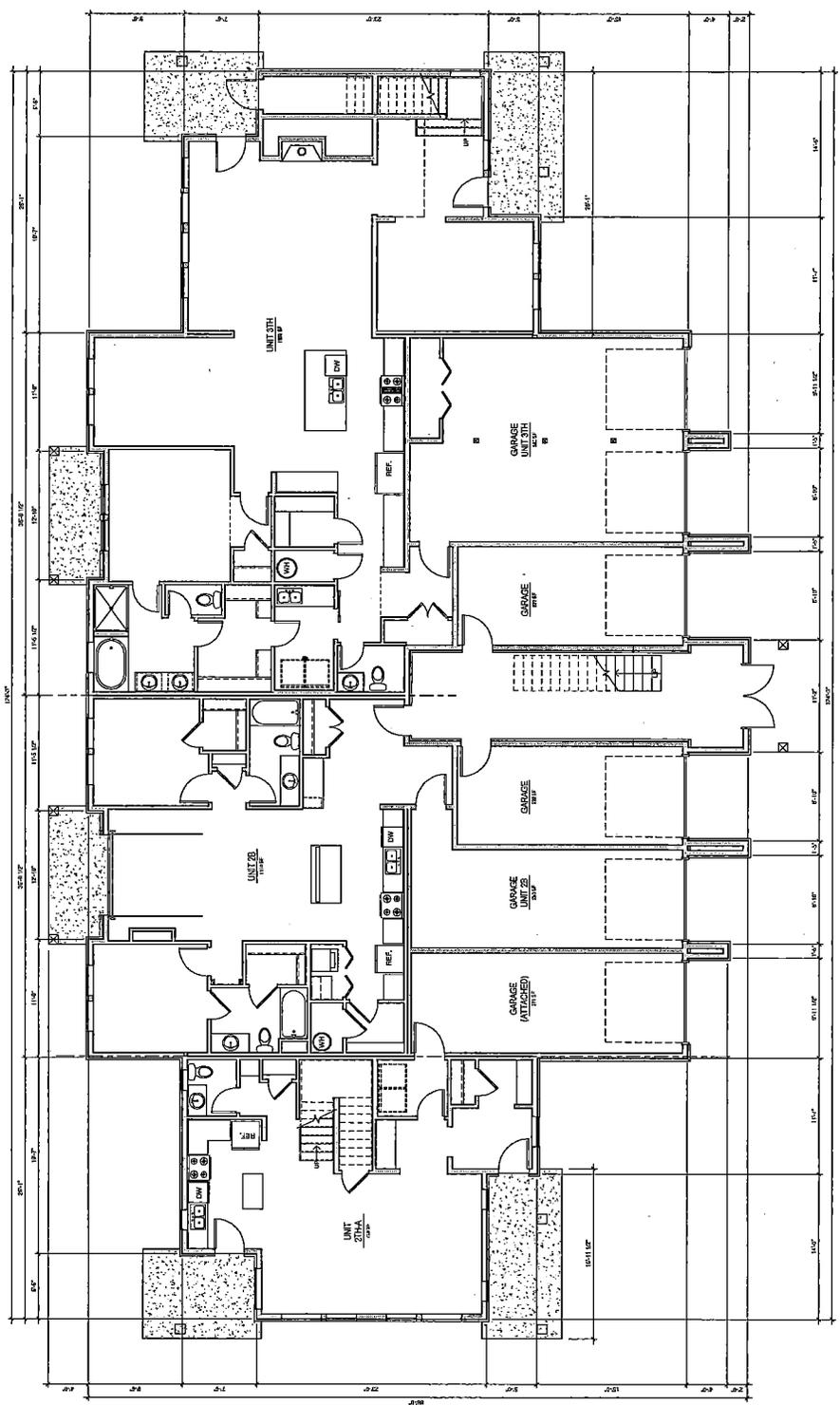
DESIGN DEVELOPMENT
 DRAWN BY: SK / AP
 CHECKED BY: PR / SK
 ISSUE DATE: 05-27-2018

REVISIONS	DATE	DESCRIPTION

BLDG D - 1ST LEVEL

A1.31

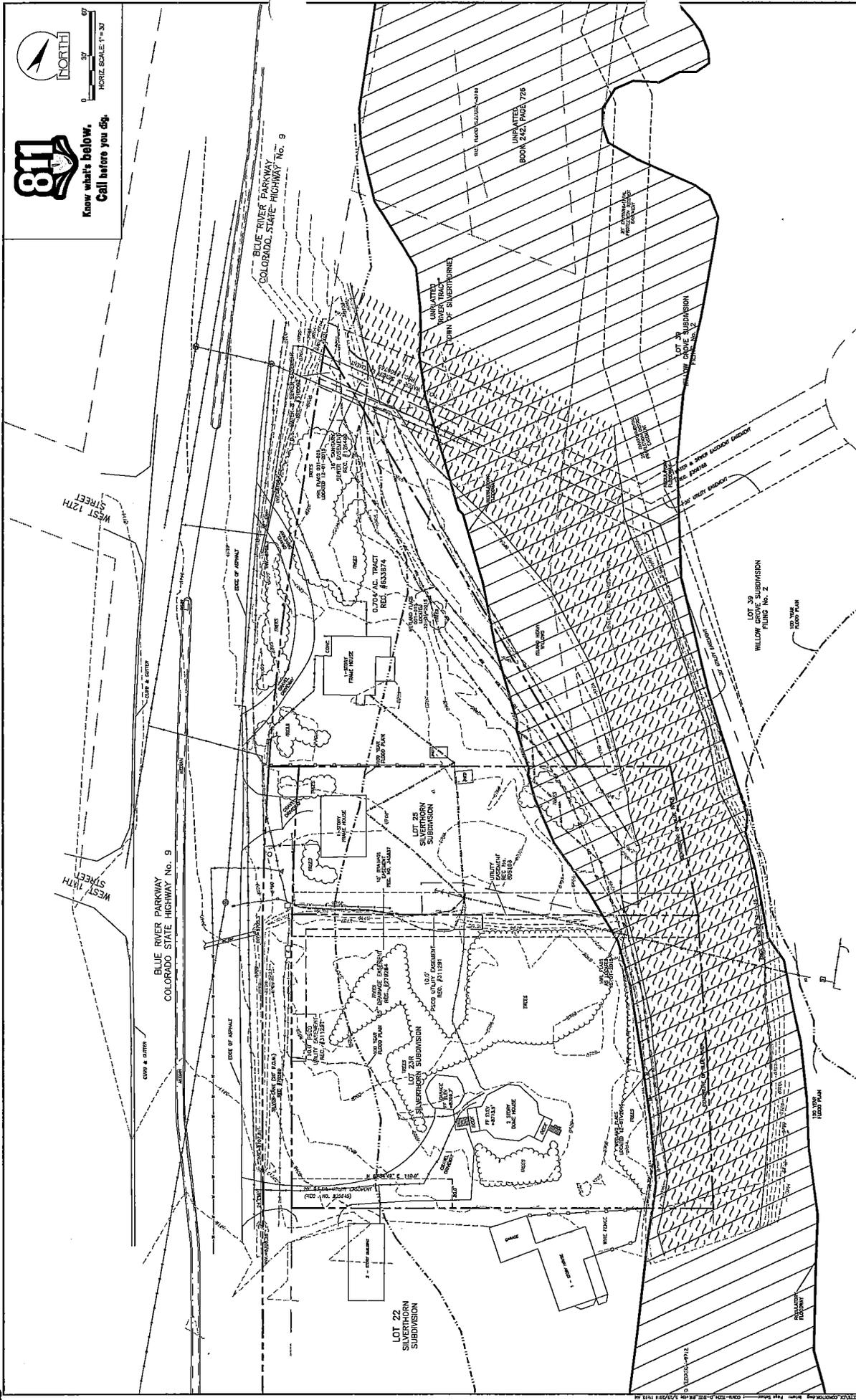
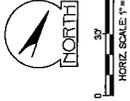
Godden | Sudik Architects & Planners, P.C.



1 1ST LEVEL - BLDG D
 3/16 = 1/4"



Know what's below.
Call before you dig.

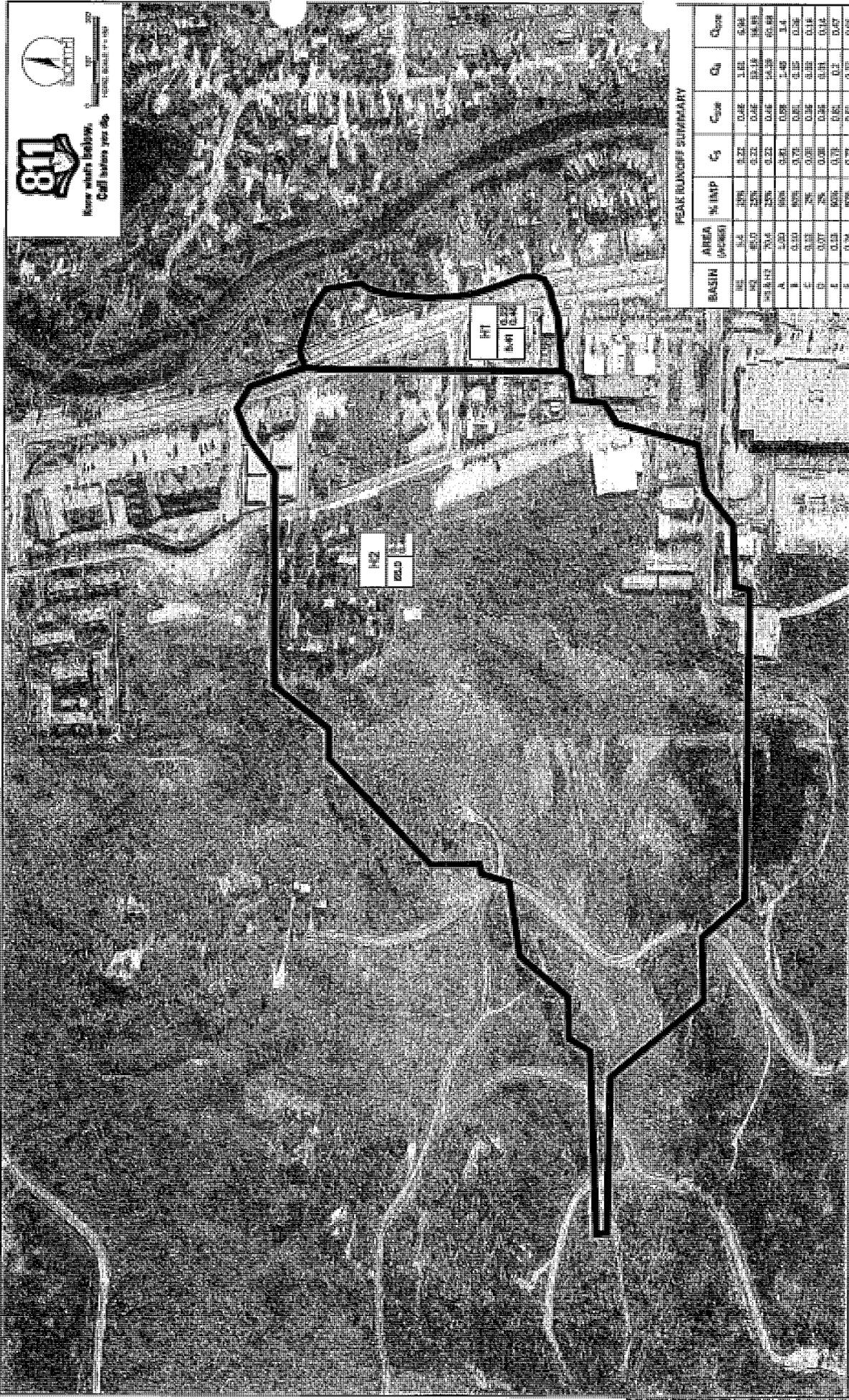


DATE JUNE 2018		SHEET C2	
BR-50 SILVERTHORNE EXISTING CONDITIONS MAP			
			
			
UTILITIES	RESEARCHED	DRAWN	CHECKED
PLAN	DESIGNED	CHECKED	TWC
NO.	DATE	REVISIONS	APPR.

DCM PROJECT No. S-000-04-208



Know what's below.
Call before you dig.
800.485.4844



PEAK RAINFALL SUMMARY

Basin	Area (sq-ft)	% Imp	C _s	C _{mp}	C _u	Q _{peak}
B1	16.4	2.22	0.48	0.48	1.00	0.04
B2	46.0	2.22	0.48	0.48	1.00	0.18
B3	20.4	2.22	0.48	0.48	1.00	0.08
A	22.0	2.22	0.48	0.48	1.00	0.09
E	0.10	2.22	0.48	0.48	1.00	0.00
F	0.10	2.22	0.48	0.48	1.00	0.00
G	0.07	2.22	0.48	0.48	1.00	0.00
H	0.10	2.22	0.48	0.48	1.00	0.00
I	0.10	2.22	0.48	0.48	1.00	0.00
J	0.04	2.22	0.48	0.48	1.00	0.00

BR-50 SILVERTHORNE

DRAINAGE PLAN - METERS

ICON ENGINEERING INC.
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202

DATE: JUNE 2019

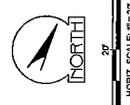
SHEET: 05

SCALE: AS SHOWN

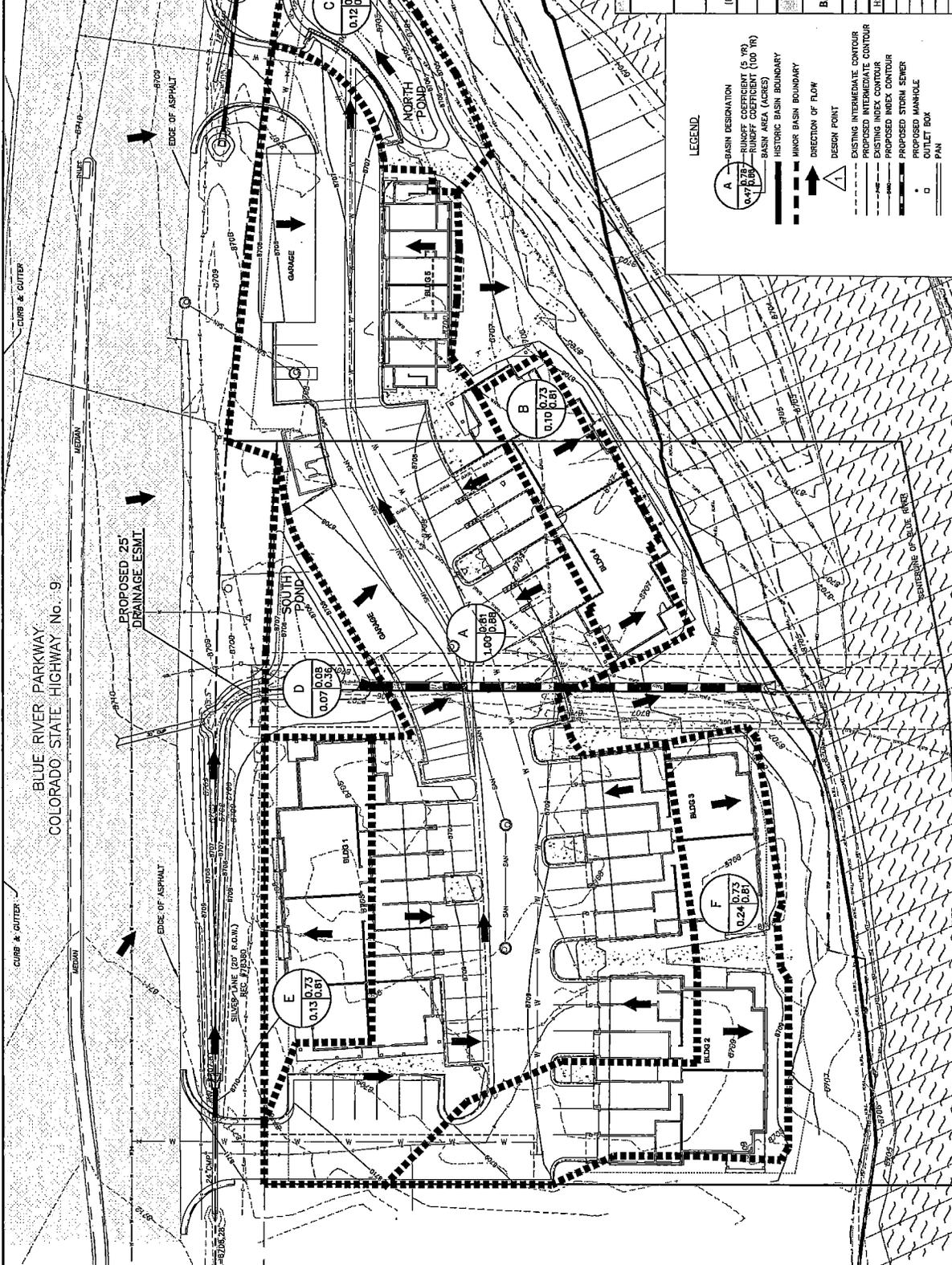
PROJECT NO: 19-001

DATE: JUNE 2019

SHEET: 05



Know what's below.
Call before you dig.



WATER QUALITY POND VOLUMES	
BASIN/S	PROVIDED VOLUME (AC-FT)
NORTH POND (BASINS A & C)	0.097
SOUTH POND (BASINS D, E, H1, H2)	0.093
B	0.003
F	0.008

PEAK RUNOFF SUMMARY						
BASIN	AREA (ACRES)	% IMP	C ₅	C ₁₀₀	Q ₅	Q ₁₀₀
H1	5.4	25%	0.22	0.46	1.63	6.94
H2	65.0	25%	0.46	13.19	56.95	56.95
H1 & H2	70.4	25%	0.22	0.46	14.29	61.68
A	1.00	95%	0.81	0.88	1.48	3.4
B	0.10	90%	0.73	0.81	0.15	0.36
C	0.12	7%	0.08	0.36	0.02	0.16
D	0.07	2%	0.08	0.36	0.01	0.14
E	0.13	90%	0.73	0.81	0.23	0.47
F	0.24	90%	0.73	0.81	0.37	0.86

- LEGEND**
- A - BASIN DESIGNATION
 - 0.73 - RUNOFF COEFFICIENT (5 YR)
 - 0.47 - RUNOFF COEFFICIENT (100 YR)
 - 1.00 - BASIN AREA (ACRES)
 - HISTORIC BASIN BOUNDARY
 - MINOR BASIN BOUNDARY
 - DIRECTION OF FLOW
 - ▲ DESIGN POINT
 - EXISTING INTERMEDIATE CONTOUR
 - EXISTING INTERMEDIATE CONTOUR
 - PROPOSED INDEX CONTOUR
 - PROPOSED INDEX CONTOUR
 - PROPOSED STORM SEWER
 - PROPOSED MANHOLE
 - OUTLET BOX
 - PAN

BLUE RIVER PARKWAY
COLORADO STATE HIGHWAY No. 9

PROPOSED 25' DRAINAGE ESMT

EDGE OF ASPHALT

CURB & GUTTER

MEADIAN

PROPOSED 20' ROW (A) RES. PAVEMENT

PROPOSED 20' ROW (B) RES. PAVEMENT

PROPOSED 20' ROW (C) RES. PAVEMENT

PROPOSED 20' ROW (D) RES. PAVEMENT

PROPOSED 20' ROW (E) RES. PAVEMENT

PROPOSED 20' ROW (F) RES. PAVEMENT

PROPOSED 20' ROW (G) RES. PAVEMENT

PROPOSED 20' ROW (H) RES. PAVEMENT

PROPOSED 20' ROW (I) RES. PAVEMENT

PROPOSED 20' ROW (J) RES. PAVEMENT

PROPOSED 20' ROW (K) RES. PAVEMENT

PROPOSED 20' ROW (L) RES. PAVEMENT

PROPOSED 20' ROW (M) RES. PAVEMENT

PROPOSED 20' ROW (N) RES. PAVEMENT

PROPOSED 20' ROW (O) RES. PAVEMENT

PROPOSED 20' ROW (P) RES. PAVEMENT

PROPOSED 20' ROW (Q) RES. PAVEMENT

PROPOSED 20' ROW (R) RES. PAVEMENT

PROPOSED 20' ROW (S) RES. PAVEMENT

PROPOSED 20' ROW (T) RES. PAVEMENT

PROPOSED 20' ROW (U) RES. PAVEMENT

PROPOSED 20' ROW (V) RES. PAVEMENT

PROPOSED 20' ROW (W) RES. PAVEMENT

PROPOSED 20' ROW (X) RES. PAVEMENT

PROPOSED 20' ROW (Y) RES. PAVEMENT

PROPOSED 20' ROW (Z) RES. PAVEMENT

BR-50 SILVERTHORNE
DRAINAGE PLAN - DEVELOPED CONDITION

DATE
JUNE 2016

SHEET
C6

ICON PROJECT NO. 16-000-08-038

ICON ENGINEERING, INC.
10100 PINE BLVD., SUITE 200, DENVER, CO 80231
TEL: 303.755.8800 FAX: 303.755.8801

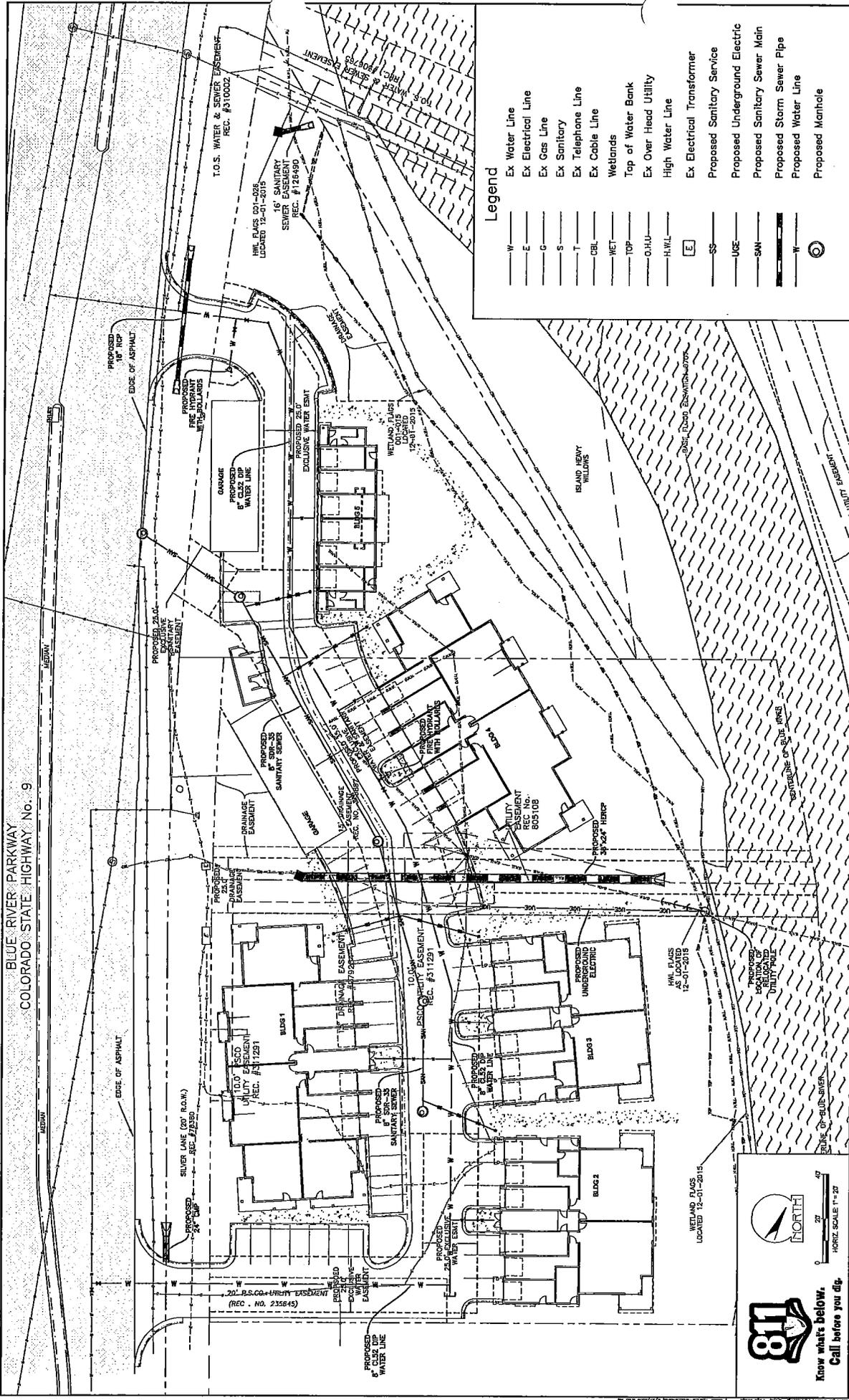
PLAN
DRAWN
MMS
DESIGNED
CHECKED
TWC

UTILITIES
RESEARCHED
DRAWN
CHECKED

APPR.

NO. DATE

REVISION

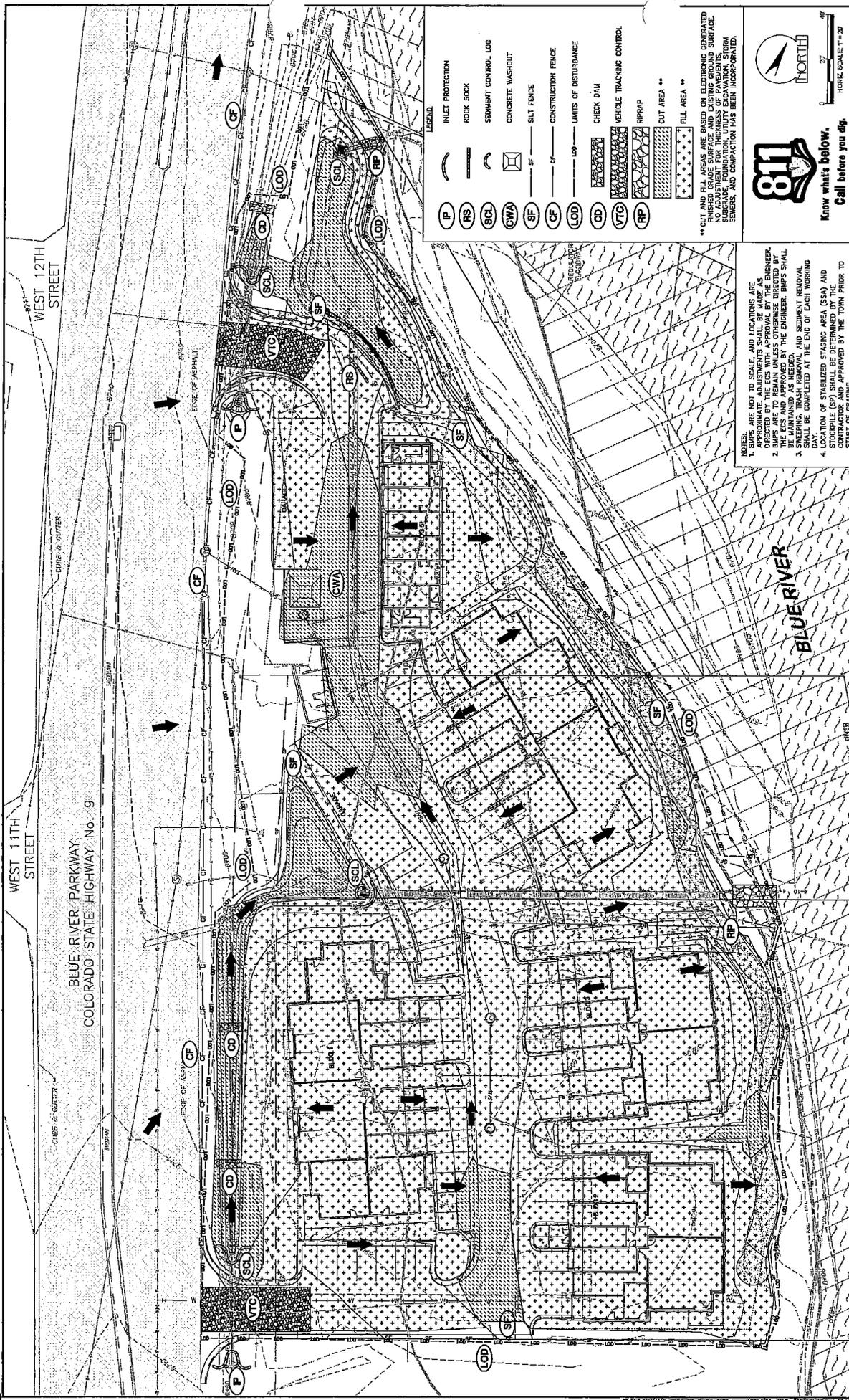


BLUE RIVER PARKWAY
COLORADO STATE HIGHWAY No. 9

Legend

- W — Ex Water Line
- E — Ex Electrical Line
- G — Ex Gas Line
- S — Ex Sanitary
- T — Ex Telephone Line
- CBL — Ex Cable Line
- WETLANDS — Wetlands
- TOP — Top of Water Bank
- O.H.U. — Ex Over Head Utility
- H.W.L. — High Water Line
- [E] — Ex Electrical Transformer
- SS — Proposed Sanitary Service
- UGE — Proposed Underground Electric
- SAN — Proposed Sanitary Sewer Main
- [W] — Proposed Storm Sewer Pipe
- [W] — Proposed Water Line
- [C] — Proposed Manhole

BR-50 SILVERTHORNE		DATE JUNE 2016								
OVERALL UTILITY PLAN		SHEET C7								
										
										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PLAN</td> <td>UTILITIES RESEARCHED</td> </tr> <tr> <td>DRAWN</td> <td>DRAWN</td> </tr> <tr> <td>DESIGNED</td> <td>CHECKED</td> </tr> <tr> <td>CHECKED</td> <td>TWC</td> </tr> </table>	PLAN	UTILITIES RESEARCHED	DRAWN	DRAWN	DESIGNED	CHECKED	CHECKED	TWC	 <p>SCALE 1" = 20'</p>	ICON PROJECT No. 15-000-SE-358 DATE SHEET
PLAN	UTILITIES RESEARCHED									
DRAWN	DRAWN									
DESIGNED	CHECKED									
CHECKED	TWC									



LEGEND

- (P)** INLET PROTECTION
- (RS)** ROCK SOCK
- (SCL)** SEDIMENT CONTROL LOG
- (CWA)** CONCRETE WASHOUT
- (SF)** SILT FENCE
- (CF)** CONSTRUCTION FENCE
- (LOD)** LIMITS OF DISTURBANCE
- (CD)** CHECK DAM
- (VTC)** VEHICLE TRACKING CONTROL
- (RF)** RIPRAP
- (P)** CUT AREA **
- (F)** FILL AREA **

811
 Know what's below.
 Call before you dig.

UTILITIES
 RESEARCHED
 DRAWN
 CHECKED

PLAN
 DRAWN
 DESIGNED
 CHECKED
 TWC

APPR.

REVISONS

DATE

SCALE
 HORIZ. SCALE 1" = 20'

DATE
 JUNE 2016

SHEET
 C13

NOTES:

1. ALL CUT AND FILL AREAS ARE BASED ON ELEVATIONS GENERATED FROM FINISHED GRADE SURFACE AND EXISTING GROUND SURFACE. ALL CUT AND FILL AREAS SHALL BE PROTECTED AGAINST EROSION, SUBSIDENCE, FUNDAMENTAL UTILITY DAMAGE, AND OTHER STORM DAMAGE. SENSORS AND COMPACTORS HAVE BEEN INCORPORATED.
2. APPROXIMATE ADJUSTMENTS SHALL BE MADE AS DIRECTED BY THE ERS WITH APPROVAL BY THE ENGINEER.
3. THE ERS AND APPROVED BY THE ENGINEER, ERS'S SHALL BE MAINTAINED AS NEEDED. THE ENGINEER, ERS'S SHALL BE MAINTAINED AS NEEDED. THE ENGINEER, ERS'S SHALL BE MAINTAINED AS NEEDED. THE ENGINEER, ERS'S SHALL BE MAINTAINED AS NEEDED.
4. LOCATION OF STABILIZED STAGING AREA (SSA) AND STAGING TROUGH REMOVAL AND SEDIMENT REMOVAL SHALL BE DETERMINED BY THE ENGINEER AND APPROVED BY THE CONTRACTOR PRIOR TO THE START OF GRADING.

BR-50 SILVERTHORNE

EROSION AND SEDIMENT CONTROL - INITIAL & INTERIM

ICON ENGINEERING INC.
 1000 PEARSON DRIVE, SUITE 100, COLO SPRING, CO 80906

SILVERTHORNE COLORADO

BR-50 SILVERTHORNE

EROSION AND SEDIMENT CONTROL - INITIAL & INTERIM

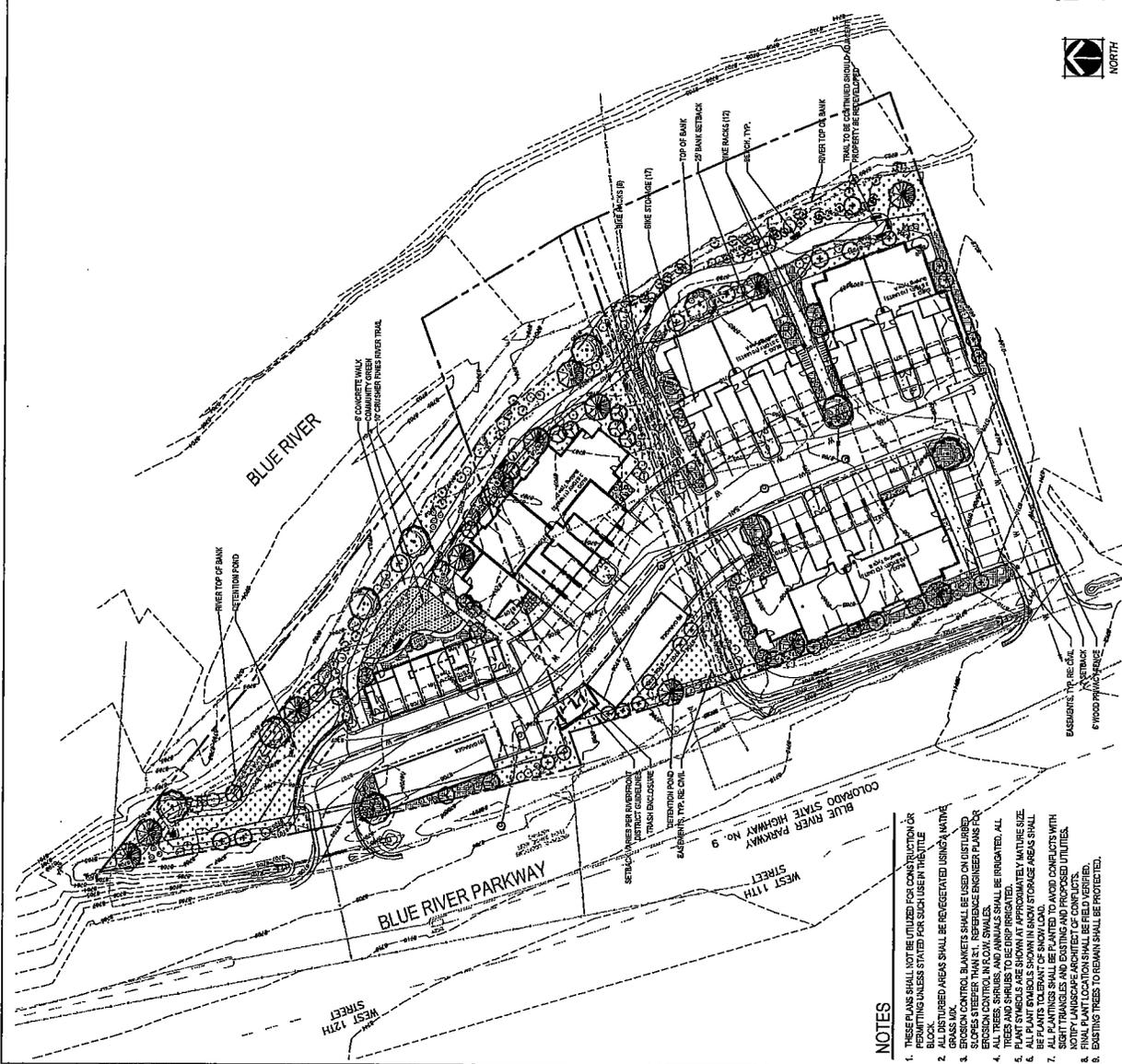
ICON PROJECT NO. BR-500-02-002

- LEGEND**
- EVERGREEN TREES
 - DECIDUOUS TREES
 - EXISTING TREES TO REMAIN
 - SHRUBS
 - ORNAMENTAL GRASS
 - NATIVE GRASS SEED
 - GRASSER FINES
 - CONCRETE
 - RIVER ROCK COBBLE MULCH
 - SNOW STORAGE AREAS
 - SOIL LAWN
 - LANDSCAPE BED

LANDSCAPE CALCULATIONS

SITE AREA:	104,100 SF
UNDISTURBED:	24,917 SF
DEVELOPMENT AREA:	79,183 SF
TOTAL RECD LANDSCAPE:	24,988 SF
LANDSCAPE REDUCTION:	24,971 SF
TREES RECD:	9,000 SF / 75 TREES
TOTAL TREES PROPOSED:	68
DECIDUOUS:	47
CONIFEROUS:	21
SHRUBS RECD:	2,429 SF / 113 SHRUBS
TOTAL SHRUBS PROPOSED:	154

NOTE: ALL EXISTING TREES TO BE PRESERVED WHERE POSSIBLE. EXISTING TREES ARE NOT BEING CREDITED TOWARDS REQUIRED PLANTINGS AS CALIPER SIZES ARE UNKNOWN.



NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS SIGNED FOR EACH USER BY THE TITLE BLOCK.
2. ALL DISTURBED AREAS SHALL BE REVEGETATED USING A WATERSHED EROSION CONTROL PLANETS SHALL BE USED ON ALL DISTURBED SLOPES & STEEPER THAN 3:1. REFERENCE ENGINEER PLANS FOR EROSION CONTROL IN ROW SWALES.
3. TREES AND SHRUBS TO BE PLANTED SHALL BE IRIGATED. ALL PLANTING SHALL BE VERIFIED.
4. ALL PLANT SYMBOLS SHOWN AT APPROXIMATELY MATURE SIZE. ALL PLANT SYMBOLS SHOWN IN SNOW STORAGE AREAS SHALL BE PLANTED TO AVOID CONFLICTS WITH SIGHT TRIANGLES AND EXISTING AND PROPOSED UTILITIES.
5. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
6. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
7. EXISTING TREES TO REMAIN SHALL BE PROTECTED.
8. EXISTING TREES TO REMAIN SHALL BE PROTECTED.

NOT FOR
 CONSTRUCTION

DATE:
 02/08/2016
 02/08/2016

SHEET TITLE:
 SNOW STORAGE PLAN
 SHEET NUMBER:
 L-3

LEGEND

- EVERGREEN TREES
- DECIDUOUS TREES
- EXISTING TREES
- SHRUBS
- ORNAMENTAL GRASS
- NATIVE GRASS SEED
- CRUSHER FINES
- CONCRETE
- RIVER ROCK COBBLE MULCH
- SNOW STORAGE AREAS
- SOD LAWN
- LANDSCAPE BED

SNOW STORAGE CALCULATIONS

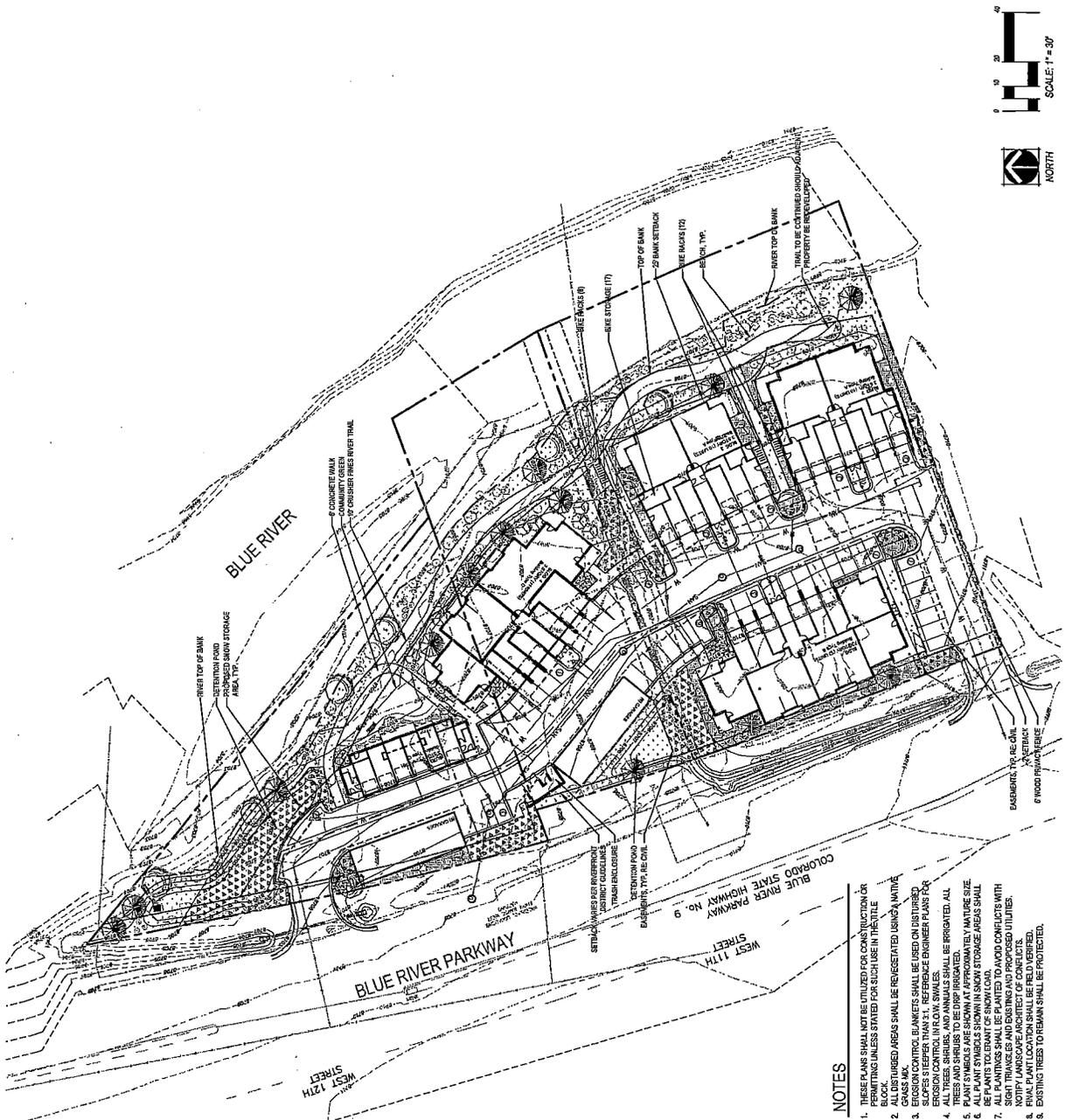
TOTAL PARKING AREA: 2,076 SQ. FT.
 TOTAL SNOW STORAGE: 7,273 SQ. FT.
 SNOW STORAGE PROVIDED: 7,273 SQ. FT.

PARKING CALCULATIONS

CATEGORY	PARKING REQ'D PER UNIT	UNIT QTY	PARKING REQ'D
1 BEDROOM	1.5	10	15
2 BEDROOM	2	35	70
3 BEDROOM	2.5	1	2.5
VISITOR	1 PER 5 UNITS	46	9.2
SUBTOTAL			96.7
5% BIKE PARKING REDUCTION (25 SPACES / 512SF)			-4.8
SUBTOTAL			91.9
HANDICAP			4
TOTAL			95.9

PARKING PROVIDED

TYPE	PROVIDED
SURFACE	54
DETACHED COVERED	12
GARAGE	30
TOTAL	96



NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. UNDISTURBED AREAS SHALL BE REVEGETATED USING NATIVE GRASS MAX.
3. EROSION CONTROL BLANKETS SHALL BE USED ON DISTURBED AREAS UNLESS OTHERWISE NOTED. REFER TO ENGINEER PLANS FOR EROSION CONTROL DETAILS.
4. ALL TREES, SHRUBS, AND ANNUALS SHALL BE BRIGGATED. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED.
5. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH EXISTING UTILITIES. REFER TO UTILITIES PLANS FOR UTILITY LOCATIONS.
6. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH EXISTING UTILITIES. REFER TO UTILITIES PLANS FOR UTILITY LOCATIONS.
7. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH EXISTING UTILITIES. REFER TO UTILITIES PLANS FOR UTILITY LOCATIONS.
8. FINAL PLANT LOCATION SHALL BE FIELD VERIFIED.
9. EXISTING TREES TO REMAIN SHALL BE PROTECTED.



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Preliminary Site Application: Blue River 50 – Silverthorne
Referral Agency RESPONSES:

Planning Department Review Comments & Response:

CDD Planning Department Review Comments:

Easement – The location of the water and sewer easement recorded under Reception # 310002 is not clear. Where is this easement exactly? How wide is it? In addition, the civil plans show a dashed line on the unsubdivided tract, which runs parallel to the west property line adjacent to HWY 9, and which is 10 feet from that property line. What is that line? Is it the location of the easement?

BR50: Water and Sewer Easement Rec# 310002 is located on the northern tip of the existing tract.

Easement – the 10-foot PSCO Utility Easement recorded under Reception # 311291 is described as extending 100 feet south from the property line shared with lot 25. That easement appears to be shown along the entire west end of Lot 23R, and Lot 25. Is the applicant showing this easement correctly? Do the additional lines represent a setback? Please clarify, and clearly differentiate lines for easements vs. setbacks.

BR50: 10' PSCO Utility Easement Rec # 311291 has been shown clearly in the Easement Exhibit sheet.

Building 6 – a portion of a doorway/eave/corner of building appears to extend beyond the property line and onto CDOT Right-of-Way on all the Civil Plans. Please revise. No building element may extend beyond the property line.

BR50: All building footprints, roof overhangs and architectural elements have been revised and modified to align with Silverthorne Zoning requirements.

Riverside Setback – Section 4-4-13 requires that all buildings and portions of buildings be located a minimum of 25 feet from the Top of Bank of the Blue River. Portions of Buildings 2, 3, and 5 (decks and supporting elements) encroach onto that setback. Please revise such that no portion of any building is closer than 25 feet from the top of bank of the river.

BR50: All building footprints have been modified to align with Silverthorne Zoning requirements and do not extend passed the 25'-0" riverfront setback. Architectural elements, roof overhangs and open, unenclosed decks are permitted to cantilever but by no more than three (3) feet into a required setback and in no case closer than three (3) feet to any lot line.

Town Code: Sec. 4-4-4 c.1

Building 4 – a portion of Building 4 is located within the 30-foot drainage easement. Building elements are not permitted within the drainage easement without the expressed and written approval of the easement holder. Please revise.

BR50: Coordination with CDOT for reduction of their 30-ft drainage easement into a 25-ft drainage easement is currently taking place.



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Building Type C, Unit 1B – The floor plans label Unit 1B as a 1 bedroom/2 bath unit. However, only one bathroom appears to be shown on the floor plans. Please explain.

BR50: Revised submission to included Second Level LOFT Plan (inclusive of second bathroom) for Unit 1B.

Access – The southernmost access is proposed immediately adjacent to the south property line. Access points and drive aisles are required to be 10 feet from a property line. Staff can consider a reduction to the standard if requested by the applicant in situations where a shared access is appropriate. However, the shared access would require written approval from the owner of Lot 22, and an access easement.

BR50: The Town and CDOT have both expressed favor towards a shared access drive on the South property line as opposed to a dedicated drive. CDOT would prefer to minimize the number of curb cuts along the highway as creating a separate access drive, with the required offset from side PL, will result in drives 10' from each other. The development team together with the Town have met with the neighboring property owner to commence a dialogue regarding the shared drive. The adjacent property owner does not wish to maintain a shared access drive, and would prefer there be a fence between properties. The development team is requesting a minimized setback at this location to plan for future redevelopment of the adjacent property, and the opportunity to share a drive in the future. See project narrative for more information regarding the requested minimized setback.

Parking – Staff accepts the parking counts and proposed reduction for bicycle parking shown on page L-3. However, please note that handicap parking is in addition to the required standard parking spaces. As such, the parking layout does not currently meet the parking requirements. The applicant must also show 35 bicycle spaces to qualify for the reduction.

BR50: Site Plan has been revised to meet all parking requirements.

Parking – Based on Staff's calculations 97 standard spaces and 4 handicap spaces (1 van-accessible) are required. The plans show 54 exterior standard spaces, 4 handicap spaces, and 36 interior spaces, for a total of 90 standard spaces and 4 handicap spaces. As such, the plans appear to be short 7 spaces. Please revise.

BR50: Site Plan has been revised to meet all parking requirements.

Parking – Sheet L-3, the landscape plan, shows landscaping on top of some proposed parking. See parking in front of Building 1. Please revise.

BR50: Landscape Plan has been revised.

Building Types B and D – The plans show columns between the parking spaces in the front of the garages. The 3D elevations show walls between those spaces. Please revise and show consistently on all plans. All parking spaces must be a minimum of 9 feet wide.

BR50: Site Plan has been revised and coordinated with Building Elevations.



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Pedestrian Walkways – Please show all pedestrian walkways and sidewalks, including the one proposed in HWY 9 Right-of-Way, clearly on all sheets, including the Civil Plans. The developer will be required to construct the pedestrian path along the River in accordance with the Town's Parks, Trails, and Open Space Master Plan. (See SPORT comments).

BR50: Landscape Plan and Civil Plan have been revised to reflect 10'-0" Crusher Fines Pedestrian Path along river. Internal paths within development have been revised.

Landscape Plan – Please revise the Landscape Plan to clearly show the Top of Bank of the Blue River, in the same location as is shown in the Civil Plans.

BR50: Landscape Plan has been revised and coordinated.

Landscaping – The site area is 2.321 acres or 101,103 square feet (not 114,030). Staff accepts the estimated area that will be undisturbed during development as 22,151 s.f., reducing the site area for landscaping to 78,952 square feet. With the 5% reduction for xeriscaping, the required landscape area is 22,501 square feet (95% of 23,685).

For multi-family development with a required landscape area of 22,501 square feet, 75 trees (50% evergreen, 50% deciduous) and 113 shrubs are required. The applicant is proposing 91 trees, and 273 shrubs, far exceeding the minimum requirements. Why?

BR50: Landscape Plan has been revised and coordinated, and still maintains a higher tree count than required per direction of client to maintain existing character of site.

Landscaping - Many of the proposed trees and shrubs are located within easements. Please revise the Landscape Plan to address the following:

Standard 3.5.3 of the Riverfront District Design Standards and Guidelines states, "*Significant landscape materials, such as trees, shall be located outside utility easements. Planting trees over utility lines is prohibited*". There are trees proposed within the drainage easement, the water and sewer line easements, and the utility easement. Please revise accordingly.

BR50: Landscape Plan has been revised and coordinated.

Landscape Plan – Per Section 4-6-11.g.6, to the greatest extent possible, existing healthy trees shall be saved upon development, and such trees shall be credited for required landscaping based on meeting the minimum size and species requirements. Is the applicant proposing to preserve existing healthy trees? If so, please show the amounts to be credited on the Landscape Plan.

BR50: Existing trees to be preserved on the river bank where possible, existing trees to remain are shown on the landscape plan.

Landscape Plan – Per Section 4-6-11.g.23, up to 10% of the required number of trees (7) may be substituted for alternative forms of landscaping and decorative elements, including benches, picnic tables, gazebos, art forms, large boulders and planter boxes. The applicant is proposing 6 benches along the pathway adjacent to the River. The benches may be substituted for 6 required trees, if requested.

BR50: No Landscape has been substituted for benches at this time.

Path – Standard 3.2.1 of the Riverfront District Design Standards and Guidelines states, "*The Blue River Path*



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is an important focus of the Riverfront District. Developments shall provide a trail connection along the river, in accordance with the Town Parks, Trails, and Open Space Master Plan and Town Code, as well as interconnections between adjacent sites". Please ensure the path width is in accordance with this standard.

BR50: Landscape Plan and Civil Plan have been revised to reflect 10'-0" Crusher Fines Pedestrian Path along river.

Internal connections – Standard 3.2.2 of the Riverfront District Design Standards and Guidelines states, "Continuous internal pedestrian walkways within a development site, not less than 6 feet in width, shall be provided from building entries to adjacent sidewalks, trails, and public rights-of way, and to other focal points of pedestrian activity". Please ensure that all internal walkways meet this standard.

BR50: Site Plan has been revised to address internal connections.

Landscaping – Guideline 3.5.4 of the Riverfront District Design Standards and Guidelines states, "Landscaped neighborhood gathering areas, including courtyards, mini parks, neighborhood greens, and playgrounds are encouraged within high density residential developments." Please consider.

BR50: The landscape plan shows a community green behind building 5.

Floodplain – Please see comments from the Town Engineer.

BR50: Please see Engineer Response Document.

Overhead Utilities – The applicant has stated that the existing overhead power lines on the property will be undergrounded or abandoned. Does the applicant plan to underground the utilities under the river? If not, what is the proposed location of the power-line pole?

BR50: Proposed relocation of the power pole has been shown in the overall utility sheet. The client is currently coordinating with Xcel through their Customer Advocate Program liaison regarding the relocation of the utility pole.

Housing – Staff would like the applicant to consider working with the Town on providing workforce housing or housing restricted to residents working in Summit County a minimum of 30 hours per week (deed restriction 'LITE'). 5A funds for down-payment assistance are one option in exchange for one or more units deed restricted to the workforce.

BR50: The Development will consider working with the Town on providing workforce or deed restricted housing for residents working in Summit County.

Community Meeting – The applicant is required to hold a community meeting, meeting all public noticing requirements, prior to the application being scheduled for Planning Commission review.

BR50: Neighborhood Meeting was hosted by the Project Team at the Silverthorne Library on April 14, 2016. All required noticed and posting were distributed as required



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SPORT Committee Comments:

The SPORT Committee discussed opportunities for residents' of this proposed development access the Town Parks, Open Space and Trails network. They would like to make sure that a pedestrian connection is made from the north of this development to the Tammy Jamieson Memorial Bridge so that residents' have safe, convenient access to the Blue River Trail and Town amenities to the east of the Blue River. This connection, and the sidewalk shown along Highway 9, should have a safe separation distance from the highway.

BR50: The sidewalk along highway 9 has been removed as it does not connect north or south to another sidewalk. The team agrees that a connection to the Tammy Jamieson Memorial Bridge would be an asset, however, the land is owned by the Town of Silverthorne and outside the scope of this project.

SPORT is concerned about impervious surface area of the site and its close proximity to wetlands and the Blue River. SPORT requests more detail on water quality measures, erosion control, and protection of the riparian area.

BR50: Two water quality ponds are proposed for the site. Details of the water quality structure will be provided on the construction plans. Erosion control sheets has been included on the submittal package.

It appears that the required pedestrian path along the river is only 6' wide. The Town standard is 10 feet.

BR50: The trail along the river has been revised to be 10' wide.



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Engineering Department Comments:

Floodplain. Most of the project site is located within the mapped 100-year floodplain. Given the existing homes across the river, the close proximity to the flood line and the 0.29' rise that was determined from hydraulic modeling performed, Staff will require some sort of CLOMR process and FEMA review and approval. The Applicant's consultant, Wright Water Engineers, is currently investigating whether a CLOMR or CLOMR-F is the appropriate process.

Prior to being scheduled for a public hearing for the Preliminary Site Plan, the CLOMR or CLOMR-F application will need to have been completed and sent to FEMA for review. The approved, issued CLOMR or CLOMR-F will need to be included with the Final Plan submittal.

When addressing the comments in this memo for a re-submittal, please include a table showing Base Flood Elevations (BFEs) at each building and proposed finished floor elevations (FFE) for each building, both referenced to the same datum. Finished floor elevations need to be at least one foot higher than the BFE for that location.

BR50: BR50: A CLOMR-F request has been assembled and submitted to FEMA for review. WWE obtained confirmation from FEMA that the request had been received on May 23, 2016. The FEMA Case Number is 16-08-0911C and Project Id is SILVERTHORNE SUBDIVISION -- 1056, 1088, & 1130 BLUE RIVER PARKWAY (BUILDINGS 1-6).

The following table summarizes elevation data submitted as a part of the CLOMR-F:

Building Number	Base Flood Elevation (ft)	Lowest Adjacent Grade (ft)	Finished Floor (ft)
1	8709.6	8709.7	8710.6
2	8709.6	8709.8	8710.8
3	8709.6	8709.7	8710.6
4	8707.9	8708.5	8709.0
5	8707.9	8707.9	8708.9

CDOT Access permits. CDOT Access Permits will be needed for each of the two access points. Approved permits will be required as part of the Final Plan submittal.



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BR50: CDOT Access Permit Application forms has been submitted to Dan Roussin, CDOT's Permit Unit Manager Region 3. Copies are attached.

Easements – encroachments and proposed modifications.

1 - The corner of Building 4 encroaches about 15' in PSCo Utility Easement #805108 and partially into CDOTs drainage easement (#345857).

2 – Portions of building 1 encroaches into PSCO Utility Easement #311291.

3 – Applicant proposes to pipe and bury CDOTs existing drainage ditch (easement #345857).



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BR50:

- 1 – Coordination for the vacation of the PSCo Easement #805108 and reduction of CDOT's easements is currently taking place.
- 2 – Building 1 has been adjusted to clear the PSCO Easement #311291.
- 3 – Coordination with Dan Roussin, CDOT's Permit Unit Manager Region 3, regarding piping of the existing drainage is currently taking place.

Xcel (Loren Vawser's) referral comments dated 3/31/16 list several concerns including:

- challenges to relocate and fit things onto the site if 3-phase power is required. (It is currently undetermined if the project can be served with 1-phase or 3-phase.)
- clearances between guy wires and the proposed buildings
- possible challenges with terminal pole relocation and potential conflicts with the proposed drainage culvert.

BR50:

1. Single phase transformer will be utilized for this project.
2. Coordination with Brian Rettelle, Xcel's Customer Advocate, is currently taking place regarding the relocation of the power pole and guy wires.
3. See response #2.

Staff is still waiting on referral comments from CDOT as to whether or not they have concerns with the proposal.

BR50: Although no comments were received from CDOT, coordination with Dan Roussin, CDOT's Permit Unit Manager Region 3, is currently taking place. He recently had requested additional information to aid him and other CDOT departments on their review.

Overhead utilities – Existing, overhead service lines will need to be removed, and new lines will need to be undergrounded. The transmission line should also be undergrounded. Code section 3-5-1 states that *"it is desirable for all construction projects involving overhead lines to underground the lines or, at a minimum, reduce the number of overhead lines as reasonably as possible with the exceptions outlined in this Article."* "Exceptions" are listed in Sec 3-5-9. The existing power pole does not appear to be one of the listed exceptions. Please submit additional information regarding the undergrounding of the power lines and the proposed location/removal of the existing power pole and associated guy wires.

BR50: A proposed location of the power pole has been shown on the Overall Utility Sheet. In addition, coordination with Brian Rettelle, Xcel's Customer Advocate, is currently taking place. Mr. Rettelle's design engineers will be providing recommendations on the final location of the utility power pole and guy wires.

Town water / sewer main easements. A "35' Exclusive Water and Sewer easement" will need to be platted for the proposed Town water and sewer mains. Shallow utilities will either need their own easements or need to be placed in 'common areas', or LCEs or similar.

BR50: A 35-ft Exclusive Water and Sanitary Easement has been shown where both water and sanitary utilities are present. A 25-ft Exclusive Water or Sanitary Easement has been shown where only one utility is present.



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Bridge – A pedestrian bridge crossing the river and connecting with the Blue River Trail should be considered for this project.

BR50: A pedestrian bridge is not currently a component of the site development.

Riverfront pedestrian path – This should be 10-feet wide.

BR50: This has been revised and coordinated.

CDOT ROW encroachment – A small portion of the north western most building encroaches into the ROW. Please remove.

BR50: The building location has been adjusted to clear the ROW.

Curb and Gutter – Required at edges of entire parking lots and drive aisles. Presently it appears to only show in some locations. Also, please identify/label on plans.

BR50: Curb and gutter has been shown accordingly.

“200 year floodplain” on sheet C2 – There is no such thing as a FEMA mapped 200 year floodplain. Please only show effective FEMA 100-year floodplain and effective FEMA floodway lines.

BR50: The 200 year floodplain note has been removed from the plans.

Sidewalk along Hwy9. Shows very faintly (hard to read) on some sheets, and not at all on others. Please show consistently on all plan set sheets.

BR50: The sidewalk along highway 9 is no longer being proposed.

Linework difficult to read / differentiate. Utility lines, parking spaces, contours, easements building features, setbacks, paving – all very similar types and/or weights. In particular, unable to tell where pavement and drive aisle is on south side. Parking lot, pavement edges are very difficult to read because of similar line types. Please revise.

BR50: This has been revised and coordinated.



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Fire Department Comments:

One additional fire hydrant will be required for the project. The fire hydrant next to Bldg. 1 shall be relocated to in front of Bldg. 4. See fire department for details. Fire hydrants shall be installed, tested, and accepted by the water department prior to any combustible construction on the site. Bollard protection may be required for all fire hydrants.

BR50: Fire hydrant next to Building 1 has been relocated in front of building 4. There are currently two proposed fire hydrants on site.

Based on building heights exceeding 30 feet, the roadway through the project shall qualify as an aerial apparatus road. The minimum unobstructed road width shall be 26 feet exclusive of shoulders. Overhead utility and powerlines shall not be located over aerial apparatus access road or between the aerial apparatus access road and the buildings.

BR50: The site layout has been adjusted to have 26-ft unobstructed width. However a 24-ft wide unobstructed width is provided on the south per concurrence of Steve Skulski of Dillon Fire Department.

An approved fire sprinkler system is required in all buildings for this project except the trash enclosure. Size waterlines into each building to meet fire sprinkler demand and domestic water needs. Have fire sprinkler contractor contact fire department for details.

An approved fire alarm system is required for each building. Have fire alarm contractor contact fire department for details.

BR50: The Development will abide by all Fire Alarm System requirements.

Sheets A.05 and A.06, Building Elevations for Building 5 and 6, indicate a three story building. Sheets A0.00 and A.13 indicate Buildings 5 and 6 are two story buildings! Which is correct?

An approved dry standpipe system shall be installed in some or all buildings of this project.

BR50: The Building Elevations and Plans have been revised to coordinate the correct stories for each building in the development.



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Utility Department Comments:

The site is very tight and the water and sewer mains cannot be constructed as designed while also providing required exclusive easements. From Town of Silverthorne Water and Sewer Criteria:

7. *Easements. Where a water line or fire hydrant which will become the property of the Town, crosses, or is located on, private property, an easement for the maintenance, operation, repair or replacement of the item or system must be provided. The easement shall meet the following requirements:*
 - a. *The easement shall be 25 feet in width; 12-1/2 feet on both sides of the center line of the pipe for the full length of the pipe on the subject property. If water and sewer lines are to be within the easement then it shall be 35 feet in width, with a 10 foot distance to the outside of the pipes, allowing for a 12 foot separation between pipes.*
 - b. *The easement for a fire hydrant lateral line shall be as in item a. above and shall also extend 7-feet to the rear of the fixture.*
 - c. *An appropriate deed or dedication will be required to be conveyed to the Town prior to final acceptance of the line(s) and/or hydrant(s).*
 - d. *The easement deed shall stipulate that the Town is not responsible for replacement or repair of surface improvements installed within the easement and over the line.*
 - e. *The easement shall be labeled for its use i.e., WATER for water facilities, SEWER for sewer facilities, DRAINAGE for drainage facilities. Water and sewer easements shall not be labeled as a utility easement [35' W/S easements are exclusive].*

BR50:

- a. A 35-ft Exclusive Water and Sanitary Easement has been shown were both water and sanitary utilities are present. A 25-ft Exclusive Water or Sanitary Easement has been shown were only one utility is present.
- b. The easement for the fire hydrants are inside the exclusive easements and extends 7-ft from the rear of the fixture.
- c. Duly noted.
- d. Duly noted.
- e. Water and Sanitary Easements has been labeled as 'exclusive' easements.

The dead end of the proposed sewer must be designed to meet the minimum flow requirement of 2.0 feet per second. It may be possible to accomplish this by making this segment steeper. If this were to reduce required cover, insulation would have to be provided.

BR50: The slope of the dead end line of the sanitary sewer has been revised accordingly. See sanitary profile sheet.

We agree with the Lake Dillon Fire Rescue recommendation for moving one hydrant, and adding another. Bollards will be required at each hydrant.

BR50: Four bollards have been shown around each of the fire hydrant.



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XCEL Comments:

We do not have an electrical one line for the service entrances so we don't know if this will need to be served with 1 phase or 3 phase. 1 phase will be easy to accommodate. 3 phase will be more expensive and require changes to our feeder. 3 phase will require a switch cabinet to replace the existing above ground splice cabinet. Installation of the switch cabinet will require the existing feeder to be pulled from the conduit system in both directions and replaced so there is enough cable to terminate. Buildings must have a 10' clearance from the overhead line and term pole. Depending on roof height the clearance could be 12' to 13'.

BR50: Per the immediate review of the Project Mechanical Engineers, the project is believed to be 1 Phase as it should not need additional phased power.

Transformer locations will be a challenge with the clearances required, snow storage and lack of space between buildings. The number of transformers will depend on 1 phase or 3 phase construction. Transformer must be accessible by boom truck.

BR50: Development will ensure that all Buildings have adequate accessibility as required.

The proposed drainage culvert will limit the options for the relocation of the terminal pole. Additional easement may be needed along the drainage easement to place our ug feeder out to the highway. The encroachment into the easement for building 4 may work with additional easement provided on the S. side of the culvert, although the down guys may be very close the building and not look very good. Access to the term pole with a bucket truck is essential whether located in the current location or relocated.

BR50: A proposed location of the power pole has been shown on the Overall Utility Sheet. Additional easement has also been proposed and shown on the south side of the culvert. In addition, coordination with Brian Rettelle, Xcel's Customer Advocate, is currently taking place. Mr. Rettelle's design engineers will be providing recommendations on the final location of the utility power pole, guy wires, and access.

Meter locations need to be finalized and must be on a gable end of the building with proper clearances.

BR50: Meter locations to be sited as required.

TO: Lina Lesmes – Senior Planner, Community Development Department
FROM: Dan Gietzen - Town Engineer, Public Works Department
DATE: June 8, 2016
RE: Blue River 50 Preliminary Site Plan review comments

1) Development within the floodplain and FEMA permitting.

Most of the project site is located within the FEMA mapped 100-year floodplain.

Development within the floodplain is permissible as long FEMA, State and local standards can be met. The two main criteria include 1) elevating the lowest floor elevations to be at least one (1) foot above the FEMA mapped and published Base Flood Elevations (BFEs), and 2) performing scientific analysis and modeling to evaluate the effects that proposed fill would have on water surface elevations. Per State and local standards, development is allowed as long as it can be demonstrated, via scientific modeling, that changes to the water surface elevations of the regulatory Floodway are equal to or less than 0.5 feet.

The Applicant provided a floodplain analysis performed by Wright Water Engineers (WWE), dated February 15, 2016. The study concluded, that the post-project maximum change to the floodway water surface elevations would be 0.29 feet higher, which is less than the 0.5 foot threshold – and thus allowed by FEMA, State and local regulations.

The FEMA permitting mechanism required for this is called a CLOMR-F, which stands for “Conditional Letter of Map Revision based on Fill.” The major focus of FEMA’s CLOMR-F review will be to check the methodology and findings of WWE’s floodplain analysis. If FEMA concurs with the study’s findings then a CLOMR-F will be issued, allowing development in the floodplain to occur.

The Applicant has already submitted the application for the CLOMR-F, as Staff required – and it is currently being reviewed by FEMA. The FEMA final approved and issued CLOMR-F will be required to be submitted as part of the Final Site Plan.

With respect to building elevations, all are shown to meet or exceed the one (1) foot minimum elevation above the BFE. This will also be confirmed by survey and Elevation Certificates during construction.

2) Easements and proposed easement encroachments / alterations

A) Xcel and CDOT. The site is encumbered with several different easements. Of particular interest are two (2) Xcel utility easements and two (2) drainage easements which are shown to be encroached into with buildings or storm drain and/or proposed to be changed or modified.

Permission / approval from the easement Owners, Xcel and CDOT will be necessary in order for the current to move forward to Final. The Applicant’s response memo to prior Staff comments about this indicate that they are still working with CDOT and Xcel to hopefully resolve easement issues and to make proposed changes.

It is also noted that the proposed Xcel easement on sheet C3 is "subject to change." The easements are obviously not finalized.

If either Xcel or CDOT ultimately does not agree to the uses proposed within their easements, then this plan will need to be modified. To date, the Town has not received written approval or confirmation from either Xcel and CDOT on this issue.

B) Exclusive Town Water and Sewer easements vs shallow utility easements. The current plan appears to satisfy Town requirements for water and sewer utilities. However, it is unclear where shallow utilities will be able to fit without encroaching into these, or if is even possible at all. (Shallow utilities can make short, direct crossings through Town water and sewer easements but they cannot share them for longer parallel runs.)

3) Access

A) CDOT Access permit. CDOT Access Permits will be needed for each of the two access points. Approved permits will be required as part of the Final Plan submittal. Per Dan Roussin's (from CDOT) 5/23 email, he says that the Access Permit Application is incomplete at that time. He requested all deeds, the traffic study, the site plan, drainage study, application and plat. Staff does not know what the current status is.

B) Traffic study. The traffic study prepared by Felsburg, Holt & Ullevig dated 1/20/16 concludes that highway improvements, such as right turn deceleration lanes, are not required since the projects anticipated traffic levels fall below CDOT's Access Code criteria. Silverthorne staff understands this position. However, it will be CDOT's call to make whether or not any highway improvements will be required.

C) Southern driveway. The neighboring property to the south has indicated that they do not want a cross access / shared access with this development, and have requested that a barrier fence between the properties to be constructed. The current driveway location proposes only a 2-foot separation between the proposed driveway edge and new fence. It appears that there is room to shift the driveway north to create a functional and usable snow storage area south of the driveway. Staff supports a reduction in the required 10-foot setback, but to no less than 5 feet between the new driveway and the property line.

4) Utility undergrounding

All new, relocated and existing utility lines, including transmission lines, within the property limits need to be undergrounded. Since the eastern property line is within the river, the undergrounding and power pole relocation should terminate on the east bank of the river, on Town-owned Lot 39.

5) Grading and Drainage

Staff has reviewed the Grading and Drainage Plan, and finds that it meets the Town's requirements.



TO: Lina Lesmes, Senior Planner
 FROM: Zach Margolis, Utility Manager
 DATE: June 8, 2016
 SUBJECT: Utility Department Comments on Blue River Flats Preliminary Site Plan

General: The Town of Silverthorne has sufficient water and sewer capacities in the adjacent right of way to serve the proposed project.

Easements: The applicant proposes to provide the required exclusive water and sewer easements within their site for the sewer mains and manholes and the water and mains and hydrants. We are aware that a pre-existing easement on the south side of their project conflicts with this requirement, and we will work with the applicant and easement owner to minimize any conflicts.

Comments on civil design details:

(To be corrected prior to submission of the Final Site Plan. These notes may apply to multiple sheets)

Sheet C7:

- Show new "T"s with new valves on each leg, at each tie-in to the existing water main
- An additional hydrant is required at the southeast corner of Building 1, one of the above valves could be relocated to the T fitting for this hydrant
- Water mains may be constructed of C900 pipe, Sewer mains must be constructed of SDR 26 pipe and fittings

Sheet C8:

- Manholes less than one foot above the 100 year flood plain (if any) must have gasketed bolt down lids
- Sewer profile must show all required insulation and all water service line, ditch, and storm sewer crossings
- Horizontal insulation under roadways must be 100 psi rated
- Show calculation for dead-end segment of sewer main at 2 fps flow or greater

Sheet C10:

- Show/call-out all fittings and thrust blocks
- Water profile must show all required insulation, and all sewer service line, ditch, and storm sewer crossings
- Horizontal insulation under roadways must be 100 psi rated
- The water main at the north end of project can be realigned to use two 45 degree fittings in lieu of the three proposed fittings

There are no recommended conditions of approval; we look forward to working with the applicant on this project.


Wright Water Engineers, Inc.

2490 West 26th Ave., Suite 100A
 Denver, Colorado 80211
 (303) 480-1700 TEL
 (303) 480-1020 FAX

www.wrightwater.com
 e-mail: aearles@wrightwater.com

February 15, 2016

Via email: dgietzen@silverthorne.org

Dan Gietzen
 Town of Silverthorne
 P.O. Box 1309
 Silverthorne, CO 80498

Re: Preliminary Results of Floodplain Analysis for Blue River 50

Dear Mr. Gietzen:

Wright Water Engineers, Inc. (WWE) has prepared this letter to provide you with background and results from floodplain analysis for the Blue River 50 parcel in Silverthorne, Colorado. This floodplain analysis was conducted to update the current Effective Regulatory Model (Effective Model) to include topography from the December 2015 topographic survey of the property and to evaluate potential changes in 100-year water surface elevations (base flood elevations [BFEs]) due to the proposed development of the property. To do this, WWE used topography collected for the site in December 2015 by Range West Surveying and the latest site plans from Godden Sudik to perform hydraulic analysis. WWE checked the analysis for consistency with the site plan being developed by Icon Engineers (Icon), and model assumptions relative to ineffective flow areas were conservative. WWE used the United States Army Corps of Engineers' HEC-RAS hydraulic model to determine water surface elevations for various scenarios.

HEC-RAS Hydraulic Evaluation

The process that WWE went through to conduct this analysis involved a series of models following FEMA's procedure for evaluating floodplain hydraulics. WWE created the Effective Model for this reach of the Blue River in 2012, and the mapping became official when a Letter of Map Revision (LOMR) was issued in 2013. We used this model as our starting point and duplicated the results in a Duplicate Effective (DE) Model. WWE reviewed the DE Model for reasonableness and agreement with the Effective Model. The DE Model replicated the results of the Effective Model.

Corrected Effective Model

The Corrected Effective (CE) Model was created from the DE Model by adding obstructions in the model to reflect existing buildings that are on the property and properties along the reach upstream that either block flow or have little effective conveyance. As indicated on Figure 1, several structures are completely or partially in the floodplain, as conditions exist today. Obstructions were scaled from aerial mapping and cross section stationing. On the property immediately south of Blue River 50, there is a structure that falls between model cross sections. To permit calculation of water surface elevations at this key location, a cross section was added to the model by interpolation between the bounding cross sections. This cross section

(XS 51.15) was also added to the DE Model for baseline comparisons, and the interpolated cross section was carried through all other models. This cross section is shown on attached figures.

Existing Conditions Model

Modifying the CE Model to create the Existing Conditions (EC) Model involved updating selected cross sections in the model based on the December 2015 topographic survey. Ineffective flow areas and obstructions were carried over from the CE model. Figure 1 illustrates portions of cross sections that were replaced with updated survey data.

Proposed Conditions Model

The Proposed Conditions (PC) Model built on the topography in the EC Model with new obstructions added where buildings are planned. Figure 2 illustrates cross sections and the proposed development layout. WVE assumed that "inland" areas between buildings were ineffective flow areas that do not significantly contribute to flood conveyance.

Results

Figures 1 and 2 are plan view drawings that show the alignment of model cross sections for this reach of the Blue River for existing and proposed conditions, respectively. Figure 3 shows a comparison of cross sections on the Blue River 50 property from the DE with the EC Model – these comparisons reflect the more refined topography of the December 2015 survey. There are some differences, as would be expected in comparing ground surveyed and aerial topography but no systematic differences that would indicate a datum difference.

Table 1 provides a summary of water surface elevation comparisons from models. The most relevant cross sections for comparison in Table 1 and include cross sections 50.2, 51, 51.1, 51.15 and 51.2 - listed from downstream to upstream, which include the Blue River 50 property and areas upstream. Cross sections 50.2, 51 and 51.1 run through the Blue River 50 parcel. Cross section 51.2 is located approximately 220 feet upstream of cross section 51.1 and runs across property south of Blue River 50. Cross section 51.15 was interpolated between 51.1 and 51.2.

Table 1. Comparison of HEC-RAS Model Results for Blue River 50 Property (XS 50.2, 51, and 51.1 cross property, XS 51.2 is just upstream)

XS ID & Location (Upstream, Downstream, or BR50)	Dist from DS XS (ft)	Water Surface Elevation During 100 Year Event (ft)						PC-EC		
		Duplicate Effective (DE) Model	Corrected Effective (CE) Model	CE-DE	Existing Conditions (EC) Model	EC-DE	EC-CE		Proposed Conditions (PC) Model	
<i>Upstream End of Reach</i>										
52.3	US	2019	8717.31	8717.31	0.00	8717.31	0.00	0.00	8717.31	0.00
52.2	US	1791	8716.30	8716.30	0.00	8716.30	0.00	0.00	8716.30	0.00
52.1	US	1537	8713.50	8713.50	0.00	8713.50	0.00	0.00	8713.50	0.00
52	US	1288	8712.89	8713.01	0.12	8713.01	0.12	0.00	8713.01	0.00
51.2	US	1134	8711.54	8711.55	0.01	8711.55	0.01	0.00	8711.55	0.00
51.15	US	1026	8709.63	8709.65	0.02	8709.73	0.10	0.08	8709.73	0.00
51.1	BR50	918	8709.20	8709.17	-0.03	8709.33	0.13	0.16	8709.62	0.29
51	BR50	757	8707.77	8707.77	0.00	8707.94	0.17	0.17	8707.77	-0.17
50.2	BR50	568	8706.56	8706.56	0.00	8706.54	-0.02	-0.02	8706.54	0.00
50.1	DS	372	8704.36	8704.36	0.00	8704.36	0.00	0.00	8704.36	0.00
50	DS	244	8703.58	8703.59	0.01	8703.59	0.01	0.00	8703.59	0.00
49.8	DS	24	8702.79	8702.79	0.00	8702.79	0.00	0.00	8702.79	0.00
49.6	DS	0	8702.68	8702.68	0.00	8702.68	0.00	0.00	8702.68	0.00
<i>Downstream End of Reach</i>										

The following are observations based on this analysis:

1. The rise associated with the proposed development on the Blue River 50 project is fairly isolated. The maximum rise relative to existing conditions of 0.29 feet occurs at XS 51.1, on the Blue River 50 property at a section where two proposed buildings obstruct the left overbank of the floodplain. The rise at this cross section affects only the Blue River 50 development. No other structures are present at this cross section, and the right overbank is elevated above the floodplain.
2. Because there is a structure on the lot to the South of Blue River 50, an additional cross section (XS 51.15) was added to the model running through the structures. As with existing and proposed structures on the Blue River 50 parcel, the existing structures on these lots were modeled as obstructions (in CE, EC and PC Models). Relative to existing conditions, this cross section and all cross sections upstream for approximately 1,000 feet have “zero rise” for the PC model scenario.
3. A number of the changes in water surface elevations in Table 1 relative to the DE Model (effective BFEs) reflect either refined modeling of floodplain obstructions or improved topographic mapping. The effects of existing obstructions are reflected in the comparison column labeled “CE – DE” in Table 1. The effects of the improved topographic mapping are evident in the comparison column labeled “EC – CE.”
4. The comparisons in the table demonstrate the relative to existing conditions, the Blue River 50 project does not appear to cause rises in 100-year water surface elevations for structures upstream of the Blue River 50 property. The effects of rises dissipate rapidly upstream. Therefore, the Blue River 50 property would be the only property affected by the proposed development of the site, and structures on the site would be elevated relative to modeled 100-year water surface elevations (lowest adjacent grade [LAG] at or above 100-year water surface elevation, finished floor elevation [FFE] at least one foot higher).
5. Following a meeting with the Town of Silverthorne on January 12, 2016 in which preliminary results were reviewed, the Town requested additional information on FFEs and LAGs for structures upstream of or across the river from Blue River 50. These data were collected by Baseline Surveys, LLC in February 2016. The survey information is provided in Figure 4. These results show that for all properties on the east side of the river (across from Blue River 50) that LAGs and FFEs for structures are at or above the BFE for existing and proposed conditions. For the structure on the west side of the river that lies immediately upstream of Blue River 50 the LAG = 8708.5, FFE = 8712.3, BFE = 8709.73 feet. The FFE is well above the BFE, but the LAG is less than the BFE. The LAG is less than the BFE for effective, existing, and proposed conditions - this is not a condition caused by the proposed development, but instead an existing condition. The PC model does not show an increase in BFEs relative to the EC model at this location.

Based on this analysis, we request that the Town apply a simplified FEMA permitting approach. The preferred approach would be to permit this development using a LOMR based on fill (LOMR-F). The modeling shows that the rise relative to existing conditions is 0.29 feet and that this does not affect any upstream or across-river structures. Permitting using a LOMR-F (with LAGs and FFEs

Mr. Gietzen
February 15, 2016
Page 5

established from modeling) would result in structures out of the regulatory floodplain for flood insurance purposes but would not modify the floodplain mapping for the reach. Other structures in the Blue River floodplain in this area would be unaffected, and there would be no change in BFEs.

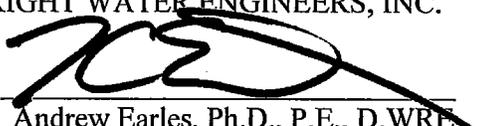
As we have previously discussed, a bridge across the Blue River could be a part of this project. To fully span the floodway would be very expensive, so if a bridge will be planned and constructed, a Conditional Letter of Map Revision (CLOMR) and LOMR would be required. Depending on the timing of the development and the bridge, a LOMR-F could be done for the development followed by a CLOMR/LOMR for a bridge. This would allow the development to proceed without being tied to the longer FEMA review process that a bridge would require.

I hope that this information is helpful. We look forward to any feedback that you want to provide. Once you have had a chance to review this memorandum, perhaps we could set up a conference call to discuss.

Sincerely,

WRIGHT WATER ENGINEERS, INC.

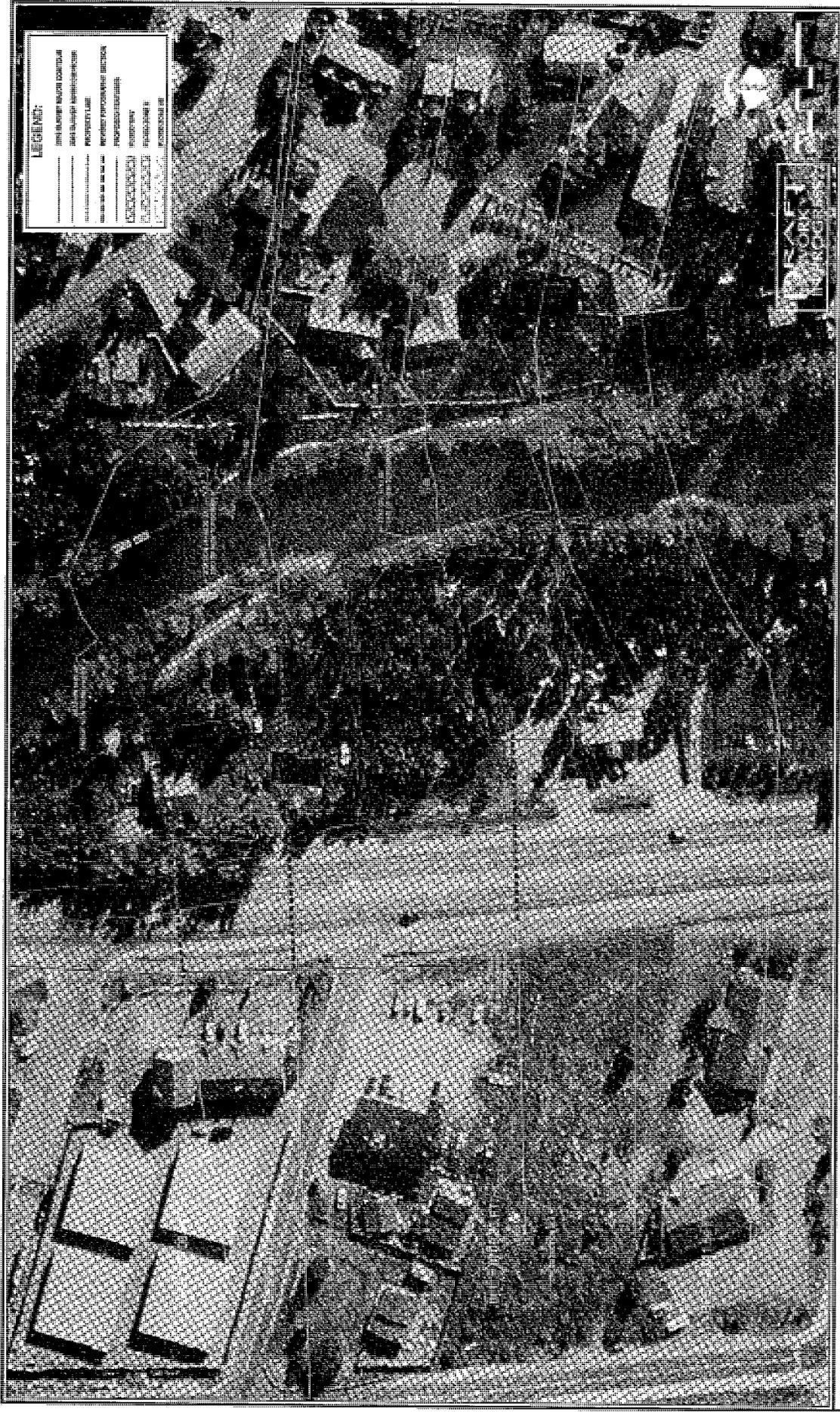
By


Andrew Earles, Ph.D., P.E., D.WRE
Vice President of Water Resources

Attachments

cc: Ken Marsh kenmarsh57@msn.com; Sarah Kaplan SKaplan@goddensudik.com; Paul Brady pbrady@goddensudik.com; Troy Carmann tcarmann@iconeng.com; Elena Scott escott@norris-design.com

Z:\Project Files\15\151-073\151-073.000\Engineering\Blue River 50 Floodplain Analysis Letter 02-15-16.docx



LEGEND:

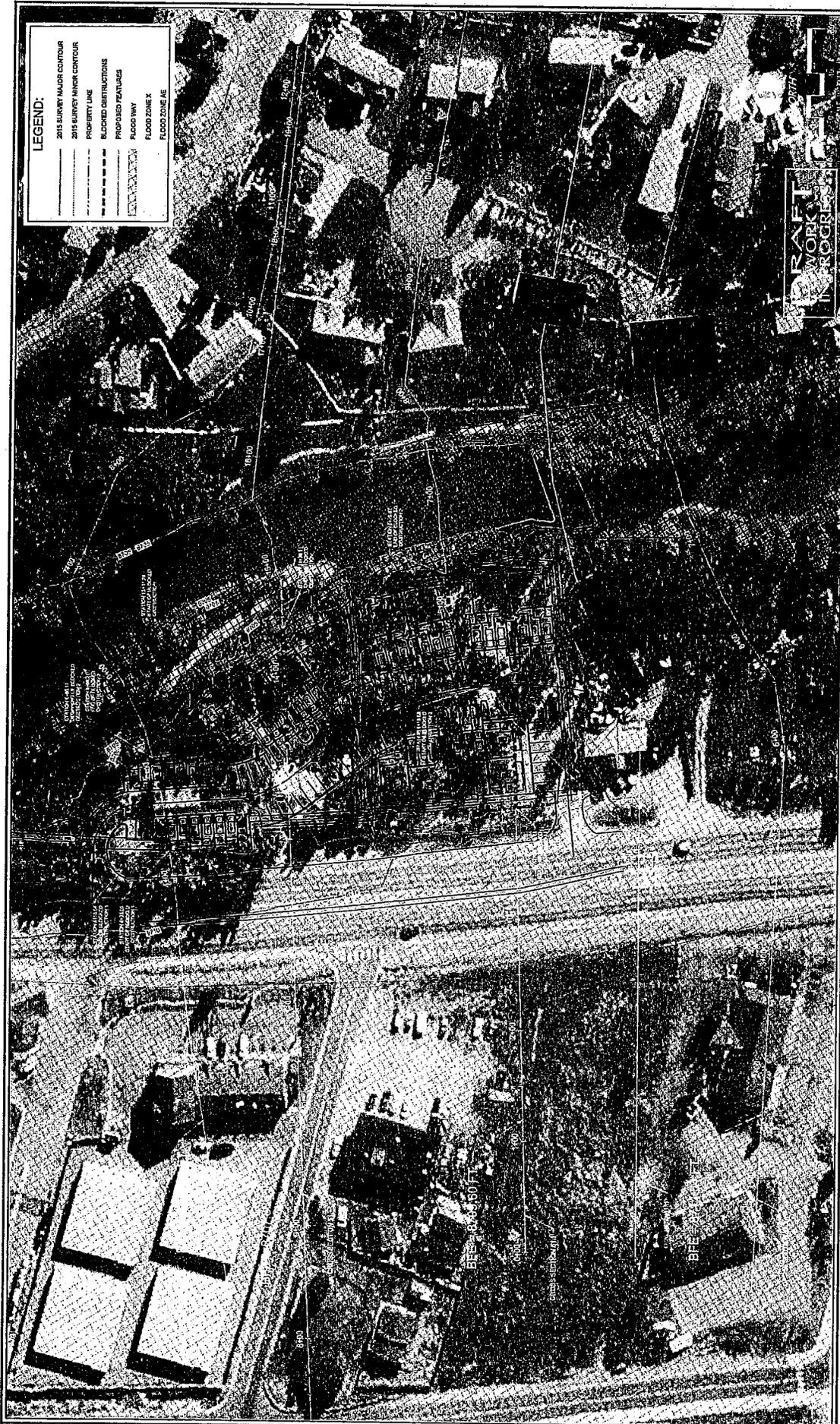
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(Symbol: Solid line)	2005 SURVEY PROPERTY LINE
(Symbol: Dotted line)	2005 SURVEY EASEMENT
(Symbol: Dashed line with dots)	2005 SURVEY EASEMENT
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(Symbol: Dashed line with dots)	2005 SURVEY EASEMENT
(Symbol: Dotted line with dots)	2005 SURVEY EASEMENT

DATE: 12/15/05
 SHEET NO: 1
 PROJECT: 0505000-1700 - 0505000-1700 - 0505000-1700
 TITLE: EXISTING CONDITIONS WITH MODEL CROSS SECTIONS (DECEMBER 2005 SURVEY)

DATE	12/15/05
BY	WME
CHECKED BY	WME
SCALE	AS SHOWN
PROJECT NO.	0505000-1700 - 0505000-1700 - 0505000-1700
SHEET NO.	1

NO.	1	DATE	12/15/05	DESCRIPTION

WME WYKONCH HYDRO ENGINEERS, INC.
 2400 W. 25TH AVE. SUITE 100A
 DENVER, CO 80211
 (303)469-1700 FAX(303)469-1026



LEGEND:

- 2015 SURVEY MAJOR CONTOUR
- 2016 SURVEY MAJOR CONTOUR
- PROPERTY LINE
- BLOCKED OBSTRUCTIONS
- PROPOSED FEATURES
- FLOOD WAY
- FLOOD ZONE X
- FLOOD ZONE X-1

PROJECT: BLUE RIVER 20

TITLE: PROPOSED CONDITIONS WITH MODEL CROSS SECTIONS

SHEET NO: 2

DATE: 15-07-2000

REVISIONS: 0

NO.	DATE	REVISION	BY	CHKD.
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NO.	DATE	REVISION	BY	CHKD.
1				
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10				

WME WRIGHT WATER ENGINEERS, INC.
 2490 W. 26TH AVE. SUITE 100A
 DENVER, CO 80211
 (303)460-1700 FAX(303)460-1020

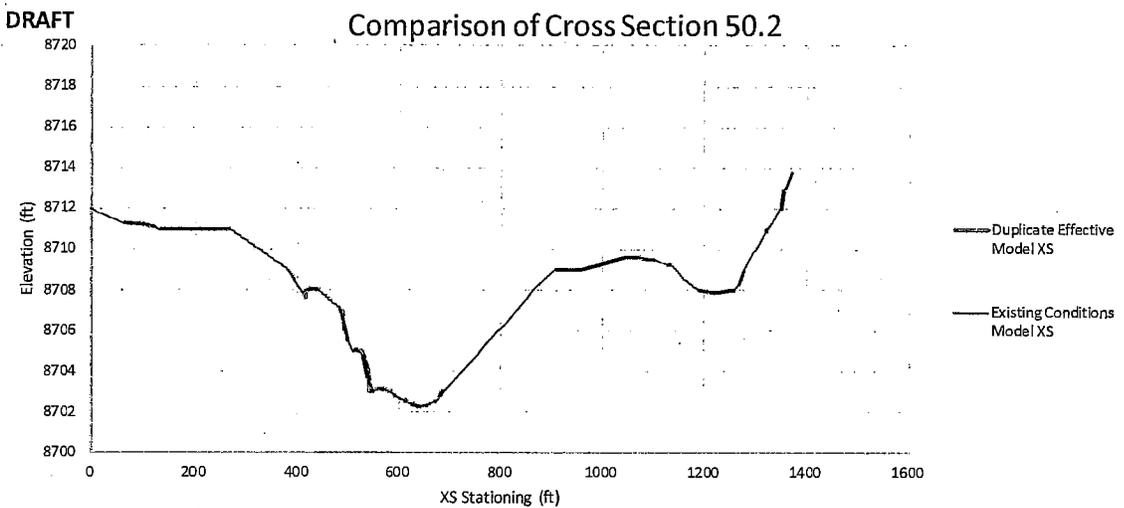
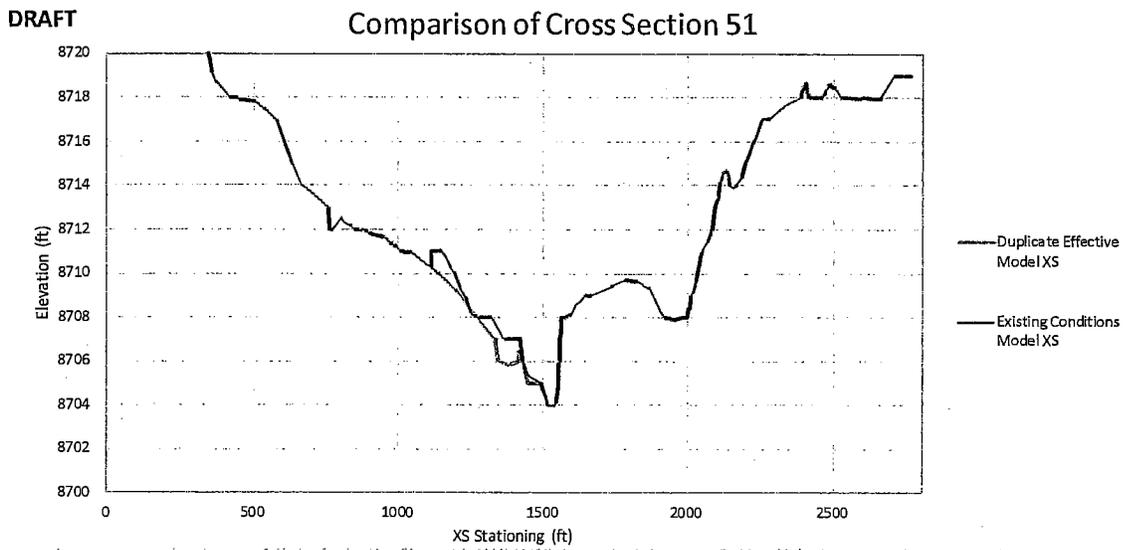
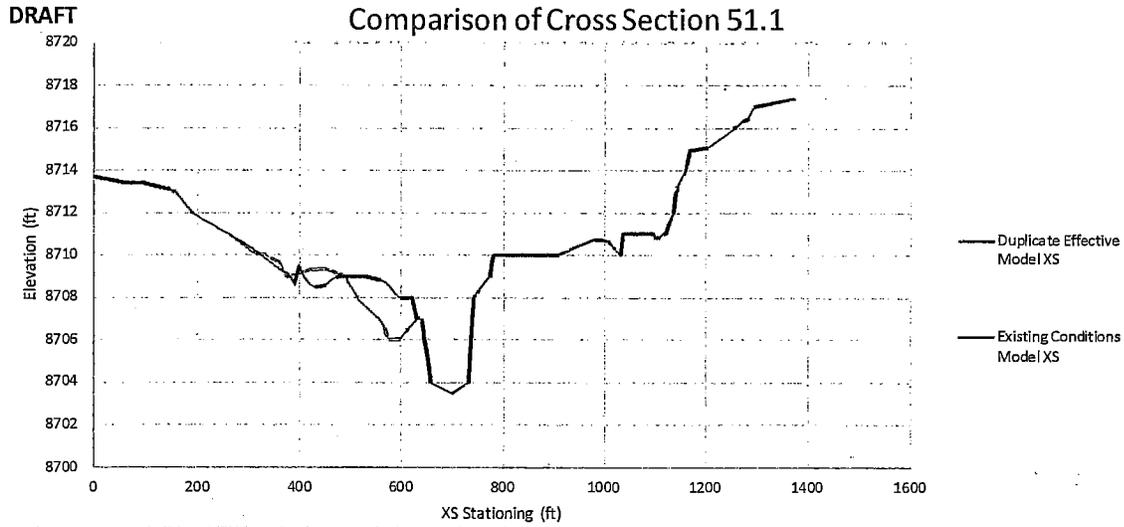


Figure 3. Comparison of Existing Conditions Cross Sections (Dec 2015 topography) with Duplicate Effective Cross Sections (2012 topography)



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

March 4, 2016

Regulatory Division SPK-2016-00174

Attn: Mr. Noah Greenberg
Wright Water Engineers, Inc.
2490 West 26th Ave., Suite 100A
Denver, Colorado 80211

Dear Mr. Greenberg:

We are responding to your request for a preliminary jurisdictional determination (JD), submitted on behalf of Marsh Investment Co, in accordance with our Regulatory Guidance Letter (RGL) 08-02, for the Blue River 50 site. The approximately 3.4-acre project site is located along the Blue River, Latitude 39.643814°, Longitude - 106.077666°, Silverthorne, Summit County, Colorado.

Based on available information, **we concur with the amount and location of wetlands and other water bodies on the site as depicted on the enclosed October 27, 2015, Figure 2 drawing prepared by Wright Water Engineering, Inc.** The approximately 0.4 acres of wetlands and 0.5 acre perennial stream present within the survey area are potential waters of the United States regulated under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

We have enclosed a copy of the *Preliminary Jurisdictional Determination Form* for this site. Please sign and return a copy of the completed form to this office. Once we receive a copy of the form with your signature we can accept and process a Pre-Construction Notification or permit application for your proposed project.

You should not start any work in potentially jurisdictional waters of the United States unless you have Department of the Army permit authorization for the activity. You may request an approved JD for this site at any time prior to starting work within waters. In certain circumstances, as described in RGL 08-02, an approved JD may later be necessary.

You should provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

This preliminary determination has been conducted to identify the potential limits of wetlands and other water bodies which may be subject to Corps of Engineers' jurisdiction for the particular site identified in this request. A Notification of Appeal Process and Request for Appeal form is enclosed to notify you of your options with this determination. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2016-00174 in any correspondence concerning this project. If you have any questions, please contact me at our Grand Junction Regulatory Office, 400 Rood Avenue, Room 224, Grand Junction, Colorado 81501, by email at Matthew.R.Montgomery@usace.army.mil, or telephone at 970-243-1199 17. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,

MONTGOMERY.

MATTHEW.RAY.1

258492168

Matthew Montgomery
Senior Project Manager, CO West Branch
Regulatory Division

Digitally signed by
MONTGOMERY.MATTHEW.RAY.1258492168
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
cn=MONTGOMERY.MATTHEW.RAY.1258492
168
Date: 2016.03.04 15:19:46 -07'00'

Enclosures

1. JD Form
2. Appeal Form
3. Delineation Map

cc: (w/o encl)

Ken Marsh via email: kenmarsh57@msn.com

Matt Gennett via email: mgennett@silverthorne.org

FIGURE 2

PROJECT NO. 151-073.000

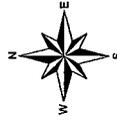
SILVERTHORNE, COLORADO
BLUE RIVER 50
 STUDY AREA MAP

Legend

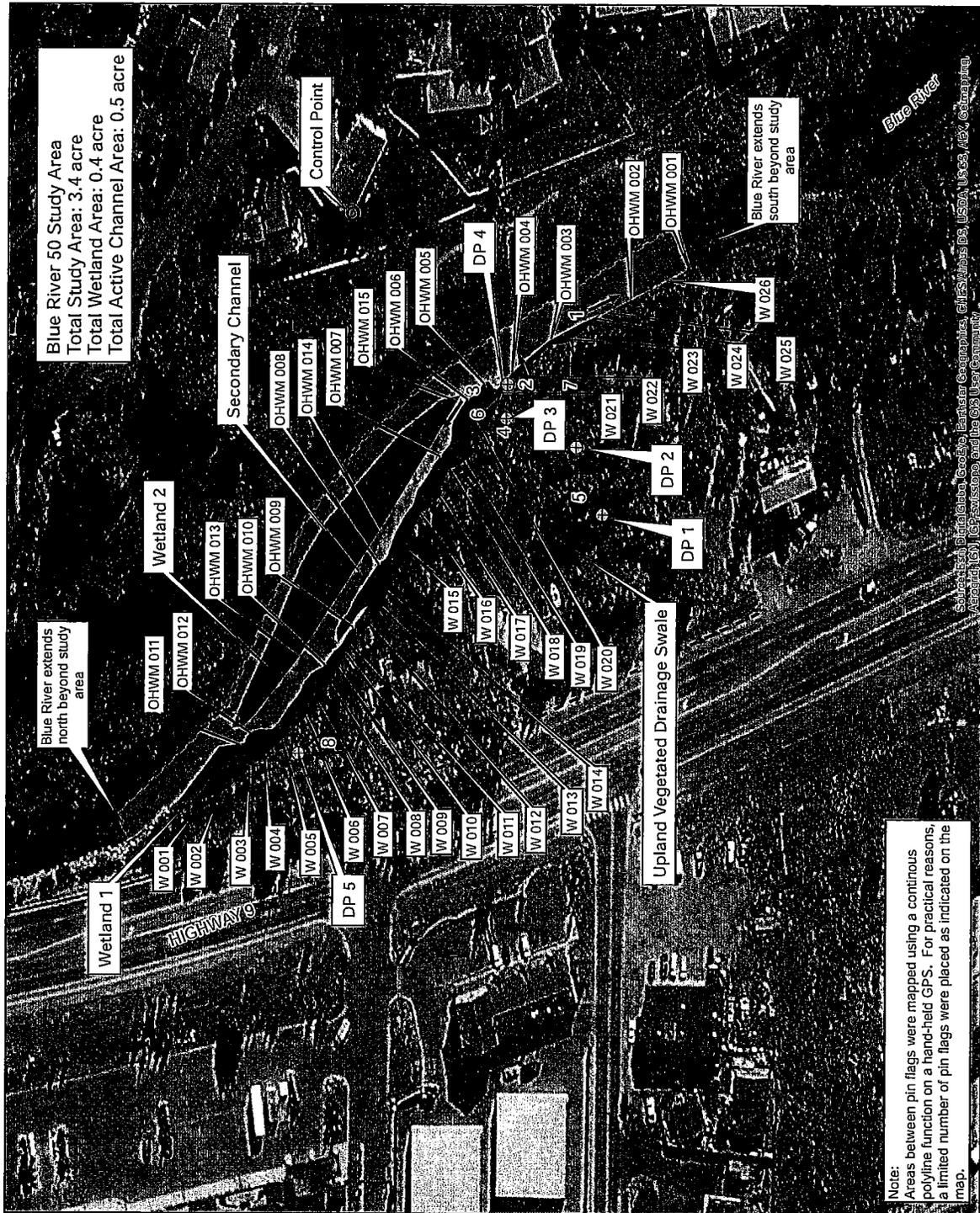
- Photo Direction
- ⊕ Data Point Location
- Study Area
- Wetland
- Blue River Active Channel

Control Point Location
 Lat: 39.643172°
 Long: -106.076361°
 Decimal Degrees
 Colorado State Plane-Central

BY: NSG 10/27/15



WRIGHT WATER ENGINEERS, INC.
 2490 W 26TH AVE 100A
 DENVER, CO. 80211
 (303) 480-1700



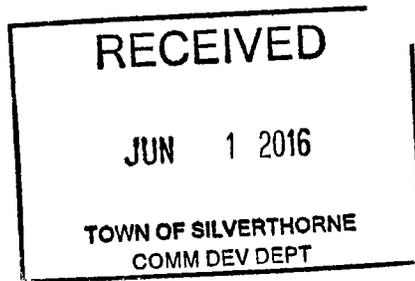
Document Path: Z:\Project Files\151-073\151-073.000\CAD-GIS\GIS\Figure 2_101515.mxd
 Base Map: ESRI World Imagery

IV.5 Project Recommendations

As noted in the previous sections in regards to the projected traffic volume levels, auxiliary lane requirements, and sight distance availability, the construction of Blue River 50 will have very little impact to the overall driving experience of existing motorists along SH 9. As such, any infrastructure improvement recommendations are relatively minor in nature. **Table 2** summarizes the traffic control and physical improvements needed to address the traffic impacts associated with the construction of Blue River 50.

Table 2. Project Recommendations for Blue River 50

Improvement Location	Improvement Type
Full-Movement Access Point	Design the new access point with SH 9 to align as close as possible to 90° given the property boundaries and shape of the property relative to the locations of SH 9 and the Blue River.
	Install a stop sign on the Blue River 50 access approach to SH 9.
	Restrict any sight distance obstructions adjacent to the access approach.
	A northbound right turn deceleration lane is <u>not</u> required - traffic volume levels do not meet <i>Access Code</i> criteria and there is sufficient sight distance available.
RIRO Access Point	Install a stop sign on the Blue River 50 access approach to SH 9.
	Restrict any sight distance obstructions adjacent to the access approach.
	A northbound right turn deceleration lane is <u>not</u> required - traffic volume levels do not meet <i>Access Code</i> criteria and there is sufficient sight distance available.



May 26, 2016

Betty Boatman
P. O. Box 814
Silverthorne, CO 80498

Silverthorne Planning Department
P. O. Box 1309
Silverthorne, CO 80498

Dear Community Development and Planning Commission,

This letter is in regards to my concerns with the Blue River 50 project. I live and own the property adjacent to the south side of the said project.

My concerns are:

- **Drainage:** The new development will be made at a higher elevation than it is now, leaving my property lower. I believe something should be made to direct the water run-off. I am also concerned about where the snow removal will be piled. During a meeting on May 15, 2016, with Elena Scott and Lina Lesmes, I was assured the engineers have taken this in consideration. Would you provide a written statement backing this matter?
- **Fence:** The effect on my properties security, noise and privacy will be immense. Therefore I am requesting an eight foot cinderblock fence.
- **Driveway:** I do not want to give an easement.

Respectfully,

Betty Boatman

Betty Boatman

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DRAFT

**TOWN OF SILVERTHORNE
PLANNING COMMISSION MEETING MINUTES
JUNE 14, 2016 – 6:00 P.M.**

1. CALL TO ORDER – The meeting was called to order at 6:00 p.m., June 14, 2016, in the Council Chambers of the Silverthorne Town Hall, 601 Center Circle, Silverthorne, Colorado.

2. ROLL CALL – Commissioners present and answering Roll Call were: Glen Anderson, Susan Byers, Donna Pacetti, Jenny Gloude-mans, Jen Stachelski, Mike Bohlender, Tim Nolan, and Brian Wray. Jess Nelsen was absent. Staff attending tonight's meeting included: Matt Gennett, Planning Manager, Lina Lesmes, Senior Planner, Greg Roy, Planner I, Dan Gietzen, Town Engineer, Zach Margolis, Utilities Manager, Mark Leidal, Assistant Town Manager, Melody Hillis, Planning Commission Secretary.

3. CONSENT CALENDAR – Donna Pacetti made a motion to approve the May 17, 2016, Planning Commission minutes. Jen Stachelski seconded. The motion was approved by a vote of seven to zero (7-0).

4. CITIZEN COMMENTS:

None.

5. PUBLIC HEARING

A. Final Plat and Final Site Plan, South Maryland Creek Ranch – Filing No. 1, Tract X / 28585 State Highway 9.

Matt Gennett, Planning Manager presented the project. The Applicant, Tom Everist, South Maryland Creek Ranch, LLC, is requesting Final Plat and Final Site Plan approval to construct ten (10) single-family footprint homes on Tract X, South Maryland Creek Ranch – Filing No. 1.

COMMISSIONER QUESTIONS:

None.

APPLICANT COMMENTS:

Joanna Hopkins -

Representing the Applicant, South Maryland Creek Ranch. Gave the history of the project, particulars about the site. Requested approval.

PUBLIC HEARING OPENED:

None.

PUBLIC HEARING CLOSED

COMMISSIONER COMMENTS:

JENNY GLOUDEMANS MADE A MOTION TO APPROVE THE FINAL PLAT AND FINAL SITE PLAN FOR TRACT X, SOUTH MARYLAND CREEK RANCH – FILING NO. 1.

DONNA PACETTI SECONDED.

MOTION PASSES BY A VOTE OF SEVEN TO ZERO (7-0).

6. ACTION ITEMS:

A. Preliminary Site Plan, Blue River Flats – 1056, 1088 and 1130 Blue River Parkway, Lots 23R and 25, Silverthorne Subdivision #1 and an unplatted tract described in warranty deed – Record No. 633874.

Lina Lesmes, Senior Planner, presented the project. The Applicant, Ken Marsh, Blue River 50, LLC, is requesting approval of a Preliminary Site Plan to construct 46 condominium units in five, three – story buildings and two additional garage structures.

COMMISSIONER QUESTIONS:

- Donna Pacetti - On page 66, "Exhibit C", what is the date of that exhibit?
Lina Lesmes - May 31, 2015
Donna Pacetti - What is the relationship of Godden/Sudik Architects to the Town?
Lina Lesmes - They are the Applicant's architects.
Mike Bohlender - How does this plan maintain connection to the Riverfront and where the connection point is for the public?
Lina Lesmes - There is no connection to the south, required to create a path along the rear of the buildings, until the path can be connected to other properties to the south.
Mike Bohlender - No public connections until other properties are developed, correct?
Lina Lesmes - Not closed off to the public. Wouldn't connect to the other property owners.
Mike Bohlender - Point is to have a public connection.
Lina Lesmes - He has to have a path that will eventually connect that side of the river.
Mike Bohlender - Until adjacent properties are developed, there is no connection?
Lina Lesmes - Retreat on the Blue and Rainbow Run, have created a crusher fine path. When all the connections are made, the path would be paved.
Mike Bohlender - That is a precedent that has been set previously?
Lina Lesmes - Yes.
Mike Bohlender - The ten-foot soft surface path is that in the wetland setback?
Lina Lesmes - In the set back on the top of the bank of the Blue River, does not affect the wetland buffer.
Mike Bohlender - Out of the floodplain?
Lina Lesmes - In the floodplain?
Brian Wray - The 100-year floodplain.
Lina Lesmes - Yes.
Brian Wray - Everything is built a foot above the floodplain.
Mike Bohlender - Except for that particular path.
Lina Lesmes - The path isn't required to meet the setback.
Jenny Gloudemans - The cash-in-lieu is a percentage of money or cost of paving the path. The developer puts it into an escrow fund for future improvements?
Lina Lesmes - Yes.
Jenny Gloudemans - If the improvements are done 10 years down the road, who would absorb the extra costs?
Dan Gietzen - The Town of Silverthorne would absorb the difference.
Jenny Gloudemans - So there is an advantage to the developer to put the cash up now?
Lina Lesmes - Yes, it might be cheaper for the developer to put up the cash now.
Dan Gietzen - It is difficult to cost estimate today. The path wouldn't be used much, and difficult to maintain access to. Would be in everyone's best interest to do the connection at the right time, but, the cash-in-lieu of insures that the Town has money upfront.
Mike Bohlender - Concerned that this is a matter of precedence. If the Town is letting other developers forgo their obligation, because there is nothing to connect it to, maybe it would be better to require that the path be paved, if it doesn't go anywhere it then it doesn't go anywhere, but at least the Town would have a

paved path. Staff is saying there is no way to maintain it, but that isn't the Town's responsibility at this point if it isn't being used by the public. There a lot of a gray area with this concept.

Lina Lesmes -

Have allowed a soft surface in the past, if Planning Commission disagrees with that condition and prefers that the path be paved at this time Planning Commission can propose that. It is a requirement of the Town Code currently.

Jenny Gloudemans -

If the same scenario was presenting itself with the sidewalk on the Highway 9 side. If developers had to do it up front, seems it would be easier to do that work while everything was torn up, wouldn't that be more of an encouraging aspect to when the property owners to the north and south build, it would all start to come together.

Mike Bohlender -

To clarify, as a Planning Commission we can make that as a condition that the path is paved at this point in time.

Lina Lesmes -

Or that it be shown that way in the Final Site Plan.

Mike Bohlender -

Who within the Town is responsible for changing that policy? Not sure I'm in favor of changing the requirements at this point, but for future consideration who's responsible for bringing that before the Planning Commission or the Town Council to have the policy changed to address some of Planning Commission's concerns?

Lina Lesmes -

So that the policy is changed to always have the path paved and sidewalks done?

Mike Bohlender -

Yes.

Lina Lesmes -

It is a Planning Commission recommendation to Town Council.

Dan Gietzen -

Don't think there is an official policy, this is what has been done in the past because it makes the most sense. If Planning Commission wants to make a recommendation that the path be paved now, free to do so.

Tim Nolan -

On the south side, there is a five-foot easement for snow storage. Looking at the overhead view there is a lot of paved area and not much area for snow storage. Know that it meets the Town's requirements, is that five-foot area, up against a six-foot fence going to be enough space for snow.

Lina Lesmes -

That is only a small portion of the snow storage for the entirety of the site. Directed Planning Commission to look at the plan that designates snow storage.

Tim Nolan -

Where it says Lot 23R, Silverthorn Subdivision, it seems logical that a lot of that snow would be pushed to the south.

Lina Lesmes -

Pointed out the snow storage areas and will be dispersed throughout the site.

Tim Nolan -

Building C what is facing Highway 9 are small windows, it doesn't look inviting, like looking at the back and not the front of someone's house.

Lina Lesmes -

That faces the interior of the project.

Tim Nolan -

Yes, but for the residents of the Town it faces where people drive by, looks like looking at the back of someone's house, doesn't look inviting, and doesn't look like it fits with the next couple of new project further to the south on Highway 9. The rest of the buildings look awesome. Am I the only one that thinks that?

Brian Wray -

Tend to agree. All in the layout of the structures to see what works with egress, views, etc.

Lina Lesmes -

The architect will walk the Planning Commission through the design of the project.

Brian Wray -

What is the pitch of the roofs?

Lina Lesmes -

Not very high, very low pitched roofs.

Brian Wray -

Conforms well.

Mike Bohlender -

On page 18 of the Staff report, regarding the statement of 350 cars not being a big deal. More of a bigger picture, if you take 350 it doesn't sound like a lot, states it doesn't negatively affect the driving experience, whatever that might

- be. But, when you start adding 100 here, 350 there, 200 somewhere else, and then that is done across the street in the other direction trying to make turns, etc. Seems like a piece meal approach to evaluating the impact of the additional traffic volume, as a result of this particular project.
- Lina Lesmes - Traffic impact studies are not always required for residential projects. The Applicant chose to submit a traffic study. The 350 vehicles daily trips is low. Staff and the Applicant are trying to determine the level of improvements that would be necessary to keep the same level of service on the adjacent roadway. Evaluating is there adequate turning lanes for the traffic that will be generated.
- Mike Bohlender - Just for this particular project.
- Lina Lesmes - Yes.
- Dan Gietzen - The access points are governed by CDOT; they make the call on whether what is proposed is adequate or not. CDOT has not responded back to Staff on the status of the proposal.
- Mike Bohlender - The driveway proposed on the south side, proposed to be five feet away from the property line, if I'm the next door neighbor owner down, and don't want to get in on this, and then comes and wants to build a driveway five feet going to the south of their north property line, is where the driveway going to be placed going to impact that person's desire to develop their property?
- Lina Lesmes - If they were going to put a driveway that close, he Town would like to see and encourage shared access. The Town does have a separation of driveway requirements. Staff wants to facilitate, in the future, the shared access as much as possible. Which is why the Town is willing to reduce side setbacks, and work with any future property owners to see if there is a way to share access points, or to remove access point.
- Mike Bohlender - The neighbor has stated that they prefer to keep both access points. If a different property owner comes in and wants a driveway there, Staff would encourage both property owners to work together to create one access point.
- Lina Lesmes - Yes, would want to create a shared access point in that location, or have it closed off and use the other access point located on their property, they have two currently for a property that is 100 feet wide.

APPLICANT COMMENTS:

- Ken Marsh - Applicant, Blue River 50, LLC. Looking forward to having this turned into a beautiful site. Introduced team. Conrad
- Elena Scott - Norris Design, representing the applicant. Addressed the Planning Commission regarding the easements, flood plain and redevelopment issues. Addressed the access on the south side of the development. Addressed snow storage questions, and meeting the Town's needs and desires of the Town Core. Spoke to the Community Outreach that was conducted. Met with neighbors on Tennis Ct.
- Mike Bohlender - The north end of the soft path, where will it eventually lead to and does it end where the Town wants it to end as proposed?
- Elena Scott - The edge of the road and the Blue River are close together. The Town owns property there. The Tammy Jamison Bridge is not far to the north, know as part of the POST plan that is a desired connection point. Because the developer doesn't own this property, cannot put any improvements on it. Could be a connection in the future, a wetlands study would have to be done before that is planned and built.
- Mike Bohlender - Where the path is proposed to end jives with what the Town wants to do as the path connects to it going north.
- Lina Lesmes - Yes.

Paul Brady - Godden/Sudik Architects, representing the Applicant. Gave an over overview of the project. Wide mix of buildings, mixing up the identity. Are allowed 50 units, proposing 46. Addressed the architecture, style, types, Blend and mix of styles fits into the mountain style. Meet all the Town requirements, prepared to meet the conditions, not ready to make a commitment to underground all of the utilities. Need additional time and will address that the Final Site Plan.

Mike Bohlender - Has the Applicant looked at any other options.
Paul Brady - Too soon in the process. Focused on a lot of other issues to get the plans ready for Preliminary Site Plan.

Brian Wray - That is one of the 16 conditions, Applicant is okay with all of the conditions except number 8? Don't know how and if the Planning Commission can remove that condition, unless Staff has a recommendation on that.

Paul Brady - Ask that if Planning Commission recommends approval, that it states that condition 8 can be dealt with at the Final Site Plan or not be a strict condition of approval at this point.

Brian Wray - It is a condition for Final Site Plan approval.
Mike Bohlender - The Applicant could come back with an alternative that Planning Commission might like, and Planning Commission could approve that even if we approve this tonight with condition number 8.

Brian Wray - Could be dealt with at Final Site Plan.
Paul Brady - Welcome Planning Commission comments, help gauge how we approach that condition.

Mike Bohlender - That is why I was wondering what the options are.
Lina Lesmes - Staff recommends leaving the condition, and will discuss options with the Applicant.

Tim Nolan - On the rear of the type "B" there are some doors or windows that are garage door type, am I reading the plan correctly?

Paul Brady - Some of the flat style units have a roll up doors so that on a nice evening a resident could roll the door up and look outside. Would be an insulated/glazed garage door.

Tim Nolan - Would that be all glass panels or just one, please describe.
Paul Brady - Is a concept at this point.

Susan Byers - Not every unit has a garage, correct?
Paul Brady - Correct.
Susan Byers - Parking feels light. Don't want to have too many cars.
Paul Brady - Parking is based on how many units, along with how many bedrooms each unit has. The math works out to two spaces per unit.

Jenny Gloudemans - On condition #10, it says "proposed". Proposed doesn't necessarily mean that it is going to happen.

Lina Lesmes - Staff wants is shown on the Final Site Plan.
Jenny Gloudemans - It is definitely going to happen?
Paul Brady - Yes.

Jen Stachelski - On page 69, regarding the comment that Staff would like the Applicant to provide workforce housing, how stringent is that?

Paul Brady - It is being honestly considered. The discussion has been centered around housing that is focused on Silverthorne and Summit County residents. No income restriction, market rate. Still discussing that with the marketing team for advice. New to our team and trying to understand the ramifications of that. If there is a recommendation of that we can be more committal.

Brian Wray - The Town isn't requiring them to do any workforce housing.
Paul Brady - Trying to provide some smaller units on average than some of the developments so that the cost doesn't get out of control. Because of the diversity of the size of the units, feel we are offering a lot of choices without deed restrictions.

- Ken March - Regarding pricing, discussed the cheapest unit up to the highest priced units. Are trying to hit the affordable market as well as high end units.
- Donna Pacetti - Question for Wright Water, appears that several structures are completely to partially in the floodplain on Exhibit F.
- Andrew Rowles - Wright Water Engineers, representing the Applicant. Part of the footprint of the building lays within the flood fringe as it is currently mapped today. Have done an analysis using models, have submitted an application to FEMA, those areas will be elevated so that the finished floor elevation of the building to at least one foot above the floodplain elevation, and the lowest ground touching the building will be at or above the flood elevation, those are FEMA's requirements. That statement means to me, that is where the buildings are. The floodplain mapping will not change as the result of a conditional letter based on fill, or a letter of map revision based on fill. The floodplain will still look the same on the maps. For each of these buildings, will have a certificate from FEMA, elevation certificate and an approved letter of map revision based on fill saying that the buildings are high enough, that for insurance purposes there are not included in the floodplain. An administrative way of taking structures out of the floodplain. The floodplain boundary will be the same.
- Brian Wray - To get flood insurance a building has to be one foot above the water.

PUBLIC COMMENT:

- Steve Parmley - 953 Walnut, Wheatland, WY. Betty Boatman is my mother-in-law and owns the property to the south of the proposed project. Feels there should be more of the path continuing to the north. Property survey comes in within two to three feet of the center of their proposed road. Commented to the snow storage, doesn't think what is proposed is possible. If they have to bring in fill to bring up the buildings the building to the north up higher, this will cause a drainage issue to the south. If they are going to push snow to the fence, and pile it 10 - 20 feet high, the fence is junk. Even if they say all the snow is running in the proposed direction, would like to know how much higher it's going to be. If it's going to be a foot higher above going into the garage and going up 30 feet, would cause drainage issues. As far as the fence, concerned about it. If the engineer's would like to give us a written and notarized statement that they are going to be responsible for any of the water that comes back onto Betty's property, that's fine. If they're not then we would like to have a more substantial wall, such as a cinderblock wall that they can plow their snow up against. How are residents going to get in and out of there if they store snow on the site, no room for what they are proposing. Think that needs to be revisited.
- Betty Boatman - Talk about a six-foot fence, feel that isn't tall enough, would like a taller fence for privacy, noise or lighting.
- Steve Parmley - If they are going to have that filled in, would like to see how high the project will be compared to the six-foot fence, it might be at the bottom, have some real concerns about that. Am a general contractor, there is something that needs to be looked at regarding the fence and drainage.
- Mike Bohlender - What are the Town requirements to make sure that snow runoff or snowmelt doesn't leave the site and go to an adjacent site.
- Lina Lesmes - All the snow storage area and drainage is required to stay on site and water quality restored before it goes into the Blue River. All the parking areas are required to have curb and gutter, so that will confine the water from flowing to the south. Six feet is as high as the Town Code allows in terms of height for a side property line.

- Steve Parmley - Will that be six feet from the elevation of the new site or six feet from the elevation that the Boatman's property is at?
- Lina Lesmes - Six-feet from the ground.
- Mike Bohlender - Is it going to be from the one foot higher than the current elevation, or from the bottom of the floodplain that exists currently?
- Lina Lesmes - Will be from finished grade.
- Mike Bohlender - Asked Lina to point out the snow stacking areas.
- Elena Scott - Showed on the diagrams where the snow stacking and drainage will be. Not pushing a lot of snow against the fence. Designed the project to be able to accommodate snow storage as required. Building heights are calculated on proposed grade.
- Mike Bohlender - What is the elevation change from the south entrance point to the last building on the right?
- Dan Gietzen - Saying that at a maximum two to two and a half feet south, down to about one foot at the north.
- Mike Bohlender - So one and a half feet roughly?
- Dan Gietzen - On average that may be correct. More up to the south and a little less to the north.
- Paul Brady - Went over the elevation and grades, and explained the numbers.
- Steve Parmley - So it will be about two feet higher on the south end than it is currently?
- Paul Brady - It is about 18 inches.
- Susan Byers - What is the drainage plan down by Betty Boatman's property.
- Paul Brady - Explained the snow storage plan and the drainage plan, and explained the layout.
- Mike Bohlender - Would the Applicant be willing to buy some trees to put on their site, and to be a good neighbor and helping to shield some of what their concerns are?
- Ken Marsh - Yes, there is a landscape design and that five-foot area is designed to help that. What would work best would be a shared access.
- Mike Bohlender - How would that help with the shielding? Sell that to me as if I were Mrs. Boatman and I really don't want to share an access point with a high density development, what is the benefit to allowing me a little more privacy or buffer by doing a shared driveway, maybe she needs to hear the benefits.
- Ken Marsh - The fence doesn't have to go all the way up to the road, the houses sit 25 to 30 feet back from the roads. Could still build the fence, we could still put in a little bit of landscaping, would help the snow storage, help with access. We are closing up five access points off of the highway in exchange for two. The Boatman's have two now, would be happy to combine to seven to make three.
- Mike Bohlender - Perhaps some negotiation would allow an agreement to be reached for a combined access point, and the Applicant would be willing to help with some additional buffering the would meet the Town Code and their concerns, is that a fair statement?
- Ken Marsh - Yes.
- Mike Bohlender - Asked Mrs. Boatman and family if they would be willing to talk to the Applicant about the situation.
- Betty Boatman - Possibly.
- Brian Wray - Between now and the Final Site Plan this could be worked out.

COMMISSIONER COMMENTS:

None.

CLOSED PUBLIC COMMENT

- Mike Bohlender - Still have a concern about the cash in-lieu of payment, leave that up to Staff to say that today's costs will be the same dollars, three to five years down the

road, needs to be factored into whatever Staff comes up. Correcting the language, the Jenny Gloude-mans mentioned on item 10 to show and create that access on the sidewalk site plan. The Applicant is going to be working on the privacy fence and driveway issue with the neighbor.

MIKE BOHLENDER MADE A MOTION TO RECOMMEND APPROVAL OF THE BLUE RIVER FLATS PRELIMINARY SITE PLAN WITH THE FOLLOWING STAFF RECOMMENDED CONDITIONS, AMENDING CONDITION NO 3, REQUIRING THE STAFF TO RECONSIDER ITEM 3 CASH IN PAYMENT AMOUNT TO REFLECT FUTURE COSTS.

1. That no building or portion of a building encroach onto any easement on the property.
2. That a Minor Subdivision Plat be submitted with the Final Site Plan to modify any of the existing easements, to create a 25-foot pedestrian path easement, and to combine the three lots on which the project is proposed.
3. That a cash-in-lieu payment be submitted, prior to the issuance of a Certificate of Occupancy, for the cost to pave the segment of trail in the rear of the property, and for the cost to construct a concrete sidewalk along the HWY 9 property line.
4. That the driveways be revised such that the width at the property line does not exceed 24 feet.
5. That the south driveway be revised such that it is no closer than 5 feet from the south property line, and it is defined by concrete curb and gutter.
6. That an access easement be provided along the south property line to facilitate a future shared access with Lot 22, Silverthorne Subdivision #1.
7. That the FEMA approved CLOMR-F be submitted with the Final Site Plan application.
8. That the Utility Plan be revised such that all utility lines on the property are undergrounded, as required by Section 4-5-5(3).
9. That the privacy fence proposed along the south property line be revised such that it is not within the required 25-foot pedestrian path easement in the rear, or in a location that might obstruct visibility of drivers entering and exiting the site.
10. That a sidewalk be proposed accessing the northernmost garage building, and the door that accesses the interior handicap parking space in that building.
11. That all utility, telecommunications, ground mounted, roof top mechanical equipment, and electrical boxes be shown on the elevations of the Final Site Plan.
12. That the garage buildings be revised to meet Standard 4.2.5 of the Riverfront Design District Standards and Guidelines, which prohibits building facades from exceeding a length of 50 feet without a change in plane.
13. That additional architectural variation be provided for the garage buildings to meet Standard 4.2.6 of the Riverfront District Design Standards and Guidelines.
14. That additional roof elements be provided for the garage buildings to meet Standard 4.5.2 of the Riverfront District Design Standards and Guidelines.
15. That the comments of the Town Engineer be addressed with the submittal of the Final Site Plan.
16. That the comments of the Utilities Manager be addressed with the submittal of the Final Site Plan.

JENNY GLOUDEMANS SECONDED AS AMENDED.

MOTION PASSES BY A VOTE OF SIX TO ONE (6-1) DONNA PACETTI OPPOSED.

PLANNING COMMISSION ADJOURNS AT 7:35 P.M. FOR A 10 MINUTE BREAK.

RE-ADJOURN: 7:45 P.M.

MIKE RECUSED HIMSELF DUE TO A CONFLICT OF INTEREST. GLEN ANDERSON (ALTERNATE) WAS SEATED AS A REGULAR PLANNING COMMISSIONER.

B. Preliminary Site Plan, Blue Shores, LLC, (Silver Trout Estates), Lot 5, Ponds at Blue River Subdivision.

Matt Gennett, Planning Manager, presented the project. The Applicant, Blue Shores, LLC, is requesting Preliminary Site Plan approval for the Blue Shores, LLC (Silver Trout Estates) development. Silver Trout Estates Final Site Plan proposes 31 total residential units in 14 duplex and 1 triplex residential configurations.

COMMISSIONER QUESTIONS:

- Tim Nolan - The plan includes fill, includes excavating?
Matt Gennett - Some fill will have to be extracted and fill brought in.
Tim Nolan - That's sufficient?
Matt Gennett - I'll let the Applicant speak to that in more in detail.
Tim Nolan - Assume and we know that is in the plan to get done, there will be test holes to determine quality, etc.
Dan Gietzen - Yes, the geotech report recommend that certain areas may need to be exported and other area have imported soil.

APPLICANT COMMENTS:

- Shervin Rashidi - Applicant. Gave a history of the project, past proposals, agreements and approvals. Requested approval for the project before the Planning Commission tonight. Introduced the Blue Shores (Silver Trout) team.
Donna Pacetti - Asked for clarification on the statement from the LDFPD regarding the 150 feet for fire protection.
Shervin Rashidi - Scott Russell can address that item.
Scott Russell - Applicant. Spoke to zoning, the Eagles Nest PUD. Density granted to Eagles Nest. Past work, agreements, development history was presented. Everist used this property as a gravel pit, pulled out and didn't do any reclamation.
Steve Leftofski - Attorney, representing the Applicant. Surrounding owners want to have it as open space. Property was zoned in 1984, 34 years ago. Surrounding property owners knew that the property was zoned as when they bought their property. The current owner has an expectation that the property could reasonably be built on and has that right.
Scott Russell - Have been developing for 25 years, along wetlands, water and wildlife areas. The owner has closed on financing. The Letter of Credit is in place contingent upon approval of this project. Angler Mountain Ranch (AMR) Filing 9 and the Ponds at Blue River both have more density than our project. This was originally a gravel permit, after that was finished it was abandoned without any reclamation. Unit 30 and 31, which Staff opposes, in our opinion, is cohesive with the adjacent property. Addressed the boundary with the South Forty Subdivision and doing the same as AMR with a landscape berm.
Greg Shaner - Matrix Design Group/Civil Engineer. Gave background of the project from an engineering standpoint. Addressed the need for fill being brought in. Worked with the developer of Angler Mountain Ranch and have met with the Town Staff.
Brian Wray - Asked Mr. Shaner to explain what CLOMAR is.
Greg Shaner - A CLOMAR is a Conditional Letter of Map Revision and what that entails. Explained the siting situation. How the water would drain for the design, designed to a 500-year event. Will be speaking with the Fire Chief and

- address the concerns from the Fire Dept. Different than the previous comments, needs to be discussed. Presented the information on the utilities. Discussed the grading and fill plans. Always want to be cognizant of the resident's safety, wouldn't design something that would endanger people.
- Donna Pacetti - Things do change, especially with the surrounding development, the pressure in the lines, etc.
- Greg Shaner - The Fire Department's comment is interesting; want to hear what they have to say. Addressed the transportation plan, now have connectivity.
- Scott Russell - Regarding the CLOMAR, ran a stress test, at more than what the river is flowing today, which is approximately 1500 cfs. One of the requirements of the CLOMAR is that you don't impact the lower or upper flows. Every spring there is standing water, saying it is there due to prior manipulation of the site and surrounding area, grade restored to where it was, feel that is important. Because there is water on the site today doesn't mean that it can't be developed.
- David Johnson - Western Ecological Resource, representing the Applicant. My company specializes in wetlands. Discussed the wetland, riparian plans and the disturbance that will occur. Discussed the disturbance and restoration plans.
- Brian Wray - Will they be trying to recreate wetlands on a two to one ratio?
- David Johnson - Currently has a lot of wetlands, but have a lot of weeds also. Want to put back the riparian habitat, the pine trees are dying, will recreate high quality wetlands at a one to one ratio, with good hydrogeology.
- Jen Stachelski - Something was said that the required community meetings not being held as required or only one meeting, and if so, why were the meetings not held?
- Scott Russell - Required community meeting in May 16, 2016 and again last week. Invited the Eagles Nest Homeowner's Association (ENHOA) declined to meet with us at this time.
- Matt Gennett - The Applicant was asked to redo their required community meeting, the public notice for the meeting on May 16th, was found to not meet the Town's requirements. The last meeting, the Applicant met all of the Town's requirements and though not required, they did reach out to some of the surrounding HOA's.
- Scott Russell - Also, did meet some of the South 40 residents onsite, willing to meet any residents on the site to explain anything.
- Jen Stachelski - Asked if the Real Estate Transfer Assessment of one percent was going to be assessed like AMR did.
- Scott Russell - AMR withdrew from the ENHOA, were within the PUD, elected to withdraw. As far as a transfer tax, can't speak to that.
- Matt Gennett - AMR did remove themselves from the ENHOA PUD, and requested approval of their own PUD. The Town doesn't have opportunities to ask for certain things in return for granting zoning. AMR offered that to the Town.
- Scott Russell - Comparing us to the PABR, which is another sub-associate within Eagle's Nest is more similar than AMR.

PUBLIC COMMENT:

Roger Kendall -

349 Bald Eagle. Representing all three AMR HOA's, Member of the Blue River Open Space Committee. Have been in contact with Applicant multiple times. Presented a petition to the Town of Silverthorne regarding the Preliminary Site Plan of the Blue Shores, LLC., formerly known as Silver Trout Estates. The petition is signed by 79 homeowners AMR and Town of Silverthorne residents. Because of the following risks that can only partially be mitigated, I request that the Planning Commission and the Town Council deny the application of Blue Shores, LLC for the following reasons. The Applicant claims only small mammals and birds occupy the site. However, moose, elk, otters, bald eagles, and golden eagles regularly occupy the site,

there is a documented accipiter nests, and elk calving has been observed. During any year with flow of over 1,200 cfs, most of the property is flooded. At 1,800 cfs the property is in the floodway with swift moving water. And there would be massive flooding at a 100-year event (2,100 cfs). This will likely lead to additional flooding downstream and upstream of the site since the site will no longer act as a wetland "sponge." Considerable cost per square foot of flood mitigation measures, requiring 2 to 6 feet of foundation-quality fill before building can begin, may potentially lead to the financial failure and an abandoned, great disturbed site. The current bonding requirements are inadequate to allow restoration of the site. Since Blue Shores, LLC was unable to being the project when last approved, concerns that the project fails and the site is disturbed and/or developed beyond repair are major issues. The property is in the wildlife corridor and could complete the connection to Silverthorne open space to the north and south. We believe the highest and best use of the property is "open space". The reality is there are a lot of problems. When the PABR did this, part of the property had extreme amounts of fill as do the proposals that Planning Commission has heard tonight. There was significant settling and cracked foundations, although they followed the laws and the Silverthorne engineering. Though a lawsuit the PABR developers were for to pay, I believe, 7.9 million dollars for issues which included the foundations. What will be different this time? Should the Town be liable for allowing this to happen again? Most importantly this is the wildlife corridor connecting the Blue River and the southern Williams Fork mountains to the east. Also, one of the elk calving grounds in the spring. Furthermore, the Town of Silverthorne owns property to the north, protected as open space, and to the south of this project. The only thing blocking this migration route and general use of the property by moose, elk, deer, and river otters is if this property is developed. In closing, please do something great for the long term good for Silverthorne, its people and the wildlife who live here, as well as future generations of people and wildlife, by denying this plan and instead negotiating with the owner to purchase the land and rezone it as open space. Great towns and cities protect their precious resources and block development where it shouldn't be. Thank you very much for allowing to state the AMR HOA's opinion regarding the plan, as well as my own personal opinion regarding the plan.

Steve Garrison -

213 Fly Line Dr. Former biologist for the Department of Fish and Game for several years. Don't pretend to be an expert, nor have I done any formal studies of this issues. Would question whether or not a new wildlife survey needs to be done. The latest survey which I reviewed doesn't mention the river otter, which on two lists, one state list and one federal USFS list, furthermore the bald eagle is on two protected lists, Colorado Department of Wildlife and USFS, they aren't endangered, but they are listed as sensitive species. Several river otters are often seen in the winter time especially, they are intermittent, see them in the summer and spring. They are having their pups. Definitely present in the winter. One of the federal statements is, is if there is a lot of habit modification river otters will abandon the area, this is stated in reference (on the slide). Presented slides of the river otter, elk, moose, bald eagles, etc. The access road is at the top of the trail where the river otter accesses the pond. Observed by other people, and there is evidence of that, it is factual. Showed video of three otters feeding on the pond, if you question any of the photographs and the source, many of the people who gave them to me are present today. Bald eagles are often spotted around the AMR pond and directly on the Blue Shores property, as the photograph shows, perching in a tree on the Blue Shores property. Most of the photos that you saw in the Applicants presentation shows it in the

winter time, it showed some ugly nasty place. As you can see, after the mining was done for the gravel, it has recovered very nicely, with native species, these are not hydrangeas or some other species from the nursery. These are Colorado native species that grew up there naturally, all along the side of the river are riparian willows. As to the quality of the wetlands, I am not an expert, but they look like pretty normal and typical wetlands full of lush, native plants to me. As you can see, this is a far different picture than the images that you saw from the slides that the developer presented. Moose were not mentioned in the last wildlife survey, it is common knowledge, that there are moose around the site, not intermittently, almost all the time, have many pictures. Showed pictures of moose in the winter and summer. Took a walk through the site to look for signs of moose and elk, showed droppings of elk, moose, showed where an elk scraped a tree. Don't know if they calved in this area, that is a good reason to have a new wildlife study. Potentially elk that are migrating down from the ridge from AMR, potentially across the river and maybe to Rock Creek or someplace else, that is not known and should be studied. In summary, there are two protected species, river otters and bald eagles that are on the property a lot of the time. Moose, river otters and bald eagles are not mentioned in the last wildlife study. Elk mentioned in passing in the wildlife survey, don't know how important they are, and how much they depend on this property that is another reason the wildlife survey should be redone.

George Resseguie - 1770 Red Hawk Road, for the PABR. Handed out pictures to the Planning Commission. Representing several adjoining HOA's Retaining this lot as open space and forming a contiguous parcel with existing Town of Silverthorne open space to the north and south. Silver Trout will incur significant greater environmental costs associated with construction and the flood zone. Construction that will contain two to six feet of fill, requiring dewatering due to the high water table as shown on the HP Geotech report. The figure showing the flood waters were at 1,700 cfs. Very concerned with the infrastructure bonded costs are under estimated, and the possibility the project will not be completed, and left uncompleted and unstable or unsightly state. The estimated infrastructure cost that is used to determine the bond has changed significantly since 2012, Silver Trout's final PUD. The amount of fill is now 30% less, and many other items have changed that apply to the costs. There has been no justification to support these changes. Many of the buildings on the west side of Fly Line Drive, will have running water directly against the rear foundation wall when the release rate is 1,300 cfs from the dam, which is well below flood stage and the water will remain for four to six weeks during high water. The hydrological study in 100-year flood conditions does not address the impact on river levels once the fill and walls redirect these flood waters, what will be the impact on the adjacent properties. There were two codes mentioned, the Town of Silverthorne code for wetlands mitigation. The Town code also states that the 25-foot buffer for the wetlands, we would ask that this be increased based on the Tow Code Section 4-8-19, which provides "up to 100 feet of additional buffer when associated with riparian areas, erodible soils, and port vegetative cover. This is particularly important during the constriction period with much of the area undergoing excavation and fill. The PUD wetland mitigation plan remains 1:1, which does not meet Town Code 4-8-22-a-2. In the case where wetlands are creation and establishment for mitigation will occur after degrading wetlands, the required ratio of new wetlands to degraded wetlands may be 2:1 or greater as determined by the Town. Our opinion is that wetlands are a critical aspect of preserving the pristine nature of the Blue River. We are asking that these concerns be adequately addressed.

George Resseguie - 1770 Red Hawk Road. Representing the ENHOA. Have been through three of Silver Trout's presentations, always hear the same thing and the same words. And we battle back and forth, and it is still the same. They have made some improvements and changes. Can get the verbal "hey this is great" like the previous presentation. Back to the 31 units, there seems to be a disconnect between the Town and the developer. It's always been 30 to 31 for the developer and 29, or two less for the Town, and yet the discussion continues. Regarding the letter of credit, didn't see it mention, know that there has to be one. The developer said that financing has been obtained. Believe that we ought to get the Letter of Credit (LOC) to get the property back available for open space not for the foundations. Our HOA has had abandonments, empty foundations and they just sat there and had to be demolished. Have to make sure that it is returned to the state that it was in prior. Economics mirror what Roger Kendall stated. The cost flows based on economics, based on the size of the project not being significantly less. Have concerns with the economic viability of the project. Have concerns with the relationship that we will have with Silver Trout. Silver Trout will be a sub-association of the ENHOA, our decs and covenants are very rigid and they will cover Silver Trout, they can have their own Decs and Covenants, but they have to be more stringent than the ENHOA. The same thing goes with the design review guidelines. Have a very robust noxious weed mitigation program. Previously have had weed problems at that site and the ENHOA does spray the weeds, there are significant weed infestation on that site. Our HOA will monitor some of the weed infestation. We endorse use of the best management practices. This is a small 12-acre parcel and it is a critical environmental habitat in our Town. You can't call it a gravel pit any longer. It is also potential open space, which has Town parcels to the north and south, and represents a unique opportunity for the Town to preserve this ecological corridor. Staff has recommended approval again with units 30 and 31 being removed. We respectfully disagree and we think that the project should be denied on the basis of all of the unanswered questions and concerns.

Gary Horrnie - 78 Hillside Drive, South Forty. Look out on this property every day, lived here since the 70's, know that area was a gravel pit, worked with Rick Everist on some of the conservation easements we have talked about doing previously that didn't happen. This project has viability; they have spent a lot of money to do that. It also has a purpose and a way to make the Town of Silverthorne a more harmonious community north to south. There is no reason they shouldn't have their right to do what a landowner has a right to do. But, we have a right as people at the end of the day are we better off discussing this with the Applicant and offering him a fair settlement for his money because a lot of volunteers have put in a lot of numbers that really say that this doesn't work. Tend to listen to the volunteers, they have nothing to gain from disputing their findings. But the Town of Silverthorne and its people have a lot to gain by the connectivity of this open space, this wildlife corridor, this path from north to south through your Town to the South Forty Subdivision and beyond. It will be lost forever without this consideration. I believe you need to consider all of the people and all of the funds that are available whether it is GoCo, county or state, or what have you. Can we mitigate with this gentleman a settlement and give him some money back? He's made a business investment; why doesn't the Town make a business investment for your community. Look at it for the connectivity for your constituents for the Town of Silverthorne.

Joel High - 329 Bald Eagle. Commissioner Wray was the only Planning Commissioner that was present at the last hearing. Haven't had any access to the presentation that shows different elevations, don't know if that has been

redone. A couple of things have occurred in the Town Council meeting when this was approved three to two. Three of the principles who agreed to a one percent transfer tax are here, don't believe the other principle is in the group any longer, so that was agreed to at that time, quite a bit of discussion between the applicants and the Town Council at that time. The other thing that occurred is at that time we were talking about six or seven foot walls of concrete facing the lake, with a 25' strip between the lake and the wall. That means that is what everyone at AMR would have to look at, which is now probably a five-foot wall, but it is still a flat wall, and yes it's not continuous, there are slope downs between the building. There are long stretches of concrete. The architect did a hand scribbled drawing showing how he would do the slope off of that and landscape that slope so there would be some greenery and wouldn't have such a sheer wall. I have no idea whether that ever made it into their plans, because we didn't get to see them. Those are things that I think should be addressed, they agreed to the one percent transfer tax before, I think they should hold to that since it is still three of the same principles, that would be in the minutes of that meeting. Regarding the wildlife, the otters have seen them many, many times. I've documented that I've seen the eagle nine times since December 1st, the latest being May 8th, which is unusual because once the osprey arrive, the eagles normally abandon the lake. The feed on the stream, the lake and fly over and land in the trees.

John Taylor -

1712 Red Hawk Rd. Regarding the comment "reasonable development", go back to 1999 and the Ponds came in at 214 units. They have 84 today. This development looks dense to me, if I were to use the same percentage it would be about 20 units. Certainly support the Town of Silverthorne as far units 30 and 31. It looks like "look, there is a piece of dryland, let's stick something on it". There are also noxious weeds in the wetlands, the HOA's does not spray in the wetlands. The Town has an ordinance that thou will take care of your noxious weeds, so there is a challenge there. The sidewalk coming in along the road, there isn't enough room, tried to push the bid to make Silverthorne walkable so that you don't have to drive everywhere you go, to AMR trailhead for instance or into Town, you can use your bike or you can walk.

Larry Peters -

144 Allegra Lane. Lived here for three weeks. Impressed with the conversation in the last proposal about the walkway, and making sure that the walkway would be paid for and connected. We can't take our dog for a walk because it is already flooded. The bald eagle crosses the river. If we continue to raise the level of climate on one side of the river, it's going to create a continuing and worst problems on the walkway we care about on the last proposal. This is an important part of Silverthorne. Had wildlife on our property ever since we owned it.

Randy Benjamin -

245 Fly Line Dr. Took a lot of the photos show here tonight. Not an animal activist. Don't take photos to try and preserve animals, actually am an avid hunter. Want to show that is something that is actually there. All the trees that were behind the photo of the bald eagle perched in a tree is what they are planning on cutting down. I view the Planning Commission as a little bit more than an advisory group, feel you serve a very important purpose in this whole process and do appreciate you taking the time to do this. The removal of all of the vegetation on the site, there can be a lot of spin put on the number of trees and shrubs that are going to be removed. Can you define a tree, is it two or three inches in diameter, how exactly are they coming up with that number, from what I could tell that is going to completely devastate that whole area over there, and it's not going to come back. Talking about revegetation, what happens between the time that they revegetate and the

Brad Barta -

time that it becomes mature landscaping like what we are looking at today. Those are the kinds of things that you should think if you want. 229 Fly Line. Spend the last 24 years doing due diligence work on power projects, infrastructure project, probably 200 billion worth of projects in my portfolio. Respect the work that the Applicant has done and all the discussion regarding fill and wetlands. In our practice it's not uncommon for us, actually it is an obligation of the investors to challenge some of the studies through an independent unbiased standpoint. I would urge the Planning Commission to commission, to contemplate some kind of an independent look-see at the certainly the geotechnical, hydrological and biological features of this project. It appears very sound from the presentation that we heard today. Am a mechanical engineer, not a subject matter expert, but I would urge the Town to consider bringing in an independent evaluation of those aspects. We live here full time, spent a lot of time with the Crane's to understand the cost of construction, the availability of a quality trade, the costs of building is going up, the quality is going down, and puts pressure on this project, not seeing the details, so I'm not going to suggest that they haven't compensated it for it one way or another. Urges the Town of Silverthorne to protect its natural beauty while balancing access for the public and rivers, that we explore ways to fairly compensate the developer, whether it's through several means of funds.

At this time a member of the audience, person unknown and did not identify themselves, asks for a show of hands of people in the audience who oppose this project. Brian Wray, Planning Commissioner asks for a show of hands of how many people in the audience are residents of the Town of Silverthorne.

CLOSED PUBLIC COMMENT

COMMISSIONER COMMENTS:

- Brian Wray - This is private property and the developer has a right to develop, Town of Silverthorne tried to buy, didn't succeed. It isn't open space now, everyone has been enjoying it, but it is private property. PABR was poor workmanship, poor building practices. Understand where the public is coming from, but we have to go by the Town's criteria in reviewing something like this. Thanked everyone for commenting.
- Jenny Gloudemans - Concur with Brian. Not a matter of how someone feels about the property or what they want. It is a matter of the Applicant has rights. They bought property that they can develop and based on what the Planning Commission's criteria is, that is what we have to base our decision on. While both sides made great presentations, it is almost a black and white issue.
- Susan Byers - It is difficult, very conflicted, I certainly listened to the passion on both sides. It is difficult, but I believe in the private property rights, and the legal ability that this group has. Always believe in a compromise, maybe there are some other ways to mitigate and find some commonality. Did like the gentleman's comment about some independent look at things. As of today at the Preliminary Site Plan I have to side with the legal ability to develop their land.
- Glen Anderson - Residence since 1986, understand where people are coming from. Have seen so much development in this Town. A lot of us don't like it, it just isn't the small town that it was 35 years ago, we would like it to be. Unfortunately, this has become a very productive ski area and bedroom city for Denver. I sympathize with you, I've seen it, growth, Hamilton Creek there were ten house when I moved here, it has really gone gang busters. For a lot of us that have been here for a long time it is production and growth of the Town.

As Brian Wray said we can't tell a private landowner that they cannot build on their property, it would be like being told that you can't put a garage on your own property because it's improvements, it's not 1985 anymore. Sympathize and understand, but we can't go against a private developer.

Donna Pacetti - In line with everyone else here. Thank that people are between a rock and a hard spot with what you have presently. Read through all the material and everything that has been presented to me that I've read hasn't waved any red flags that I can see. There was one comment about a toad, the boreal toad, and that it was habitat suitable for use by the boreal toad. Thinking, okay it's suitable and says it could be used by this toad, but currently not I guess, didn't really understand and that was in the wildlife report. Seeing all these photos of the wildlife, it looks like they are going to the pond and habituating there and not habituating on the proposed development site. Really confused with what's going on. The property owners have their right to develop this land and so it is hard sitting in this chair listening to your concerns, I agree with you and I've been a long time resident here, and I've seen a lot of change. I think this gentleman has his right to be able to do what he wants to do on his property as long as it is with the Town's Code.

Brian Wray - Wished the Town could have bought that as open space, but it just didn't happen. Could be a lot of space that is going to be there, just in another manner.

Jen Stachelski - Have lived here about eight and a-half years and I look out my window and see all of the development on Angler Mountain coming along, much of which was not here when I moved here. There is a part in the heart of me that says it would be awesome to keep these pieces as open space, but there is another part that says you guys got your really amazing house in an area that I used to look at that was not developed. And, legally there are doing all of their due diligence. To the person that asked about the architecture, the architect isn't here, there wasn't the voice of reason. This is a Preliminary Site Plan, and as Brian stated, I wish that the Town would have been successful in purchasing the land, it would be awesome open space. I hike the Angler Mountain trail and all of the sudden my trail got moved and changed and now there's a road, and it's a lovely trail They do have their property rights.

Tim Nolan - Has the wildlife study been updated?

Matt Gennett - The CPW wrote a report in May, it is included in the Staff report.

Tim Nolan - CPW found it to be adequate.

Matt Gennett - Yes. Disagreed with a couple of the assertions that were made primarily related to the type of mammals of which evidence was found.

Tim Nolan - Did moose and elk used to pass through the AMR development?

Matt Gennett - Yes. Again we are focusing on this site plan, not AMR.

Tim Nolan - I know that. The studies that they've gone through all the way up to FEMA approval they included, consideration of what laymen like myself are termed a "wetland sponge" that is part of this?

Matt Gennett - I am not familiar with the term "wetland sponge".

Tim Nolan - When the people who are developing or wish to develop this project as commercial did a flood study of what it looked like in the past and what it is going to in the future, if they are able to do their development, including take away or adding to some of the land that now has water on it.

Matt Gennett - There is a difference between a wetland that would be delineated and defined as a wetland, and area that potentially has water on it that will recede again.

Tim Nolan - Just want to confirm that those water studies take into account the best civil engineering science that is available.

Matt Gennett - Would defer to the Town Engineer, those studies have gone through various iterations. They have jumped through many hoops over the past seven or

eight years, they have reached the point where the Army Corp of Engineers, FEMA, every jurisdiction that we have to report to has studied it. It has to be proven to their modeling, it has to be adequate and workable.

Dan Gietzen - Not every referral agency is going to look at every aspect. FEMA cares about the flood aspect only, look at the modeling and topography maps to make sure it meets their criteria and to letter of the law. They don't care about wetlands, the wetlands people look at those aspects, so not every consultant is going to look at the whole project, they are going to focus on their level of expertise.

Tim Nolan - Just to be clear, the wetland sponge will be gone? And that will increase the likelihood of flooding upstream, on the west side and downstream. Want to make sure that the FEMA study that leads up to a LOMAR or CLOMAR includes the fact that the land is going to be higher.

Dan Gietzen - They look at the effects of the fill, the change of the of the hill, the flow rates that are contemplated or published based on the 100-year flood event. They are looking at the hydrology and what happens to the water surface elevation at the site before and after. Before and after has to tie back into zero to the existing mapping conditions so that is not impacting upstream or downstream negatively.

Tim Nolan - What happens if they go bankrupt halfway through, some work has been completed, but it isn't done.

Matt Gennett - This is Preliminary Site Plan should they get through this stage of the process the would go on to the Final Site Plan accompanying the Final Site Plan will be a Minor Subdivision Plat that is required to create the easements, the right-of-ways, all the supporting infrastructure for the development. Accompanying the Minor Subdivision Plat is a Subdivision Improvements Agreement. The Subdivision Improvement Agreement will include an "exhibit b" which is the cost estimate submitted for the public infrastructure that is required for this project. Much of that includes the fill area materials. They will have to put down a Letter of Credit in the amount of 150% of the cost estimate for the public improvements. That is an assurance, and is in our Code, and should something go awry or they don't finish the project the Town has the resources financially to return the site to its original condition.

Tim Nolan - Assume since Staff is recommending approval with the condition listed, that if we approve their Preliminary Site Plan and it goes to the Final Site Plan that we have an opportunity then to be satisfied with the architectural aspects of the project.

Matt Gennett - Yes. Every aspect of the project.

Tim Nolan - We had a lady say that we had questions on the last approval we didn't ask for much here because the architect isn't present. And Planning Commission will have a chance to ask those questions.

Matt Gennett - In the Staff report there is an analysis of the architecture based on the PUD that the project sits in on Lot 5 of the PABR. So, with the Eagles Nest Architectural Guidelines that is the tool to gauge the architecture. It is very subjective when it comes to architecture, it is really, in some cases a matter of taste. Does it meet the requirements at this stage of the process, yes, it does. When a project gets to Final Site Plan a great deal more detail that isn't included at the Preliminary Site Plan. The reason for a Preliminary Site Plan is to make sure that a project can pass this level and if it can't it shouldn't go to the Final Site Plan stage.

Tim Nolan - Regarding an independent review, is there ever a reason for outside review for things like a flood, etc.

Dan Gietzen - The flood issue is reviewed by FEMA. They are the reviewer.

Matt Gennett - They hire a third party consultant.

Dan Gietzen - The consultant does the work for FEMA. Michael Baker, Jr. was the person to review the CLOMAR location and they give the recommendation to FEMA as to whether it meets the criteria to issue the CLOMAR or not.

Matt Gennett - The CLOMAR was issued September of 2011.

Tim Nolan - That is a specific review by Michael Baker, Jr.

Matt Gennett - Under the auspices of FEMA.

Tim Nolan - Is there ever a provision for an independent review of other aspects of continuous project?

Matt Gennett - No. The Staff is charged with being a review body, we have professional staff, have the necessary accreditations, certificates, licenses and the Town Code. If it is outside of our area of expertise we bring experts as needed. comfortable

Tim Nolan - One of the comments by one of our citizens, is, is this the highest and best use. And we have had plenty of people with way more experience that I have on the Planning Commission saying they have some property rights, we have to look at our criteria and then judge based on our criteria. Is highest and best use a term that is applicable here?

Matt Gennett - Highest and best is subjective. In the planning world highest and best use means one thing, in real estate is means another. In the eyes of the neighboring property owners it means something vastly different. It depends on where you sit and stand. Highest and best use in a real estate context would be a single family home. Can't use term in a fair and object way. For the people in the audience the highest and best use is open space. For the person who bought it, it is to develop it.

Tim Nolan - Would like to see to see slide for criteria for Preliminary Site Plan approval.

JENNY GLOUDEMANS MADE A MOTION TO RECOMMEND APPROVAL OF THE BLUE SHORES, LLC., SILVER TROUT ESTATES PRELIMINARY SITE PLAN APPLICANT WITH THE FOLLOWING STAFF RECOMMENDED CONDITION:

1. That unit 30 and 31 shall be removed from the proposed Preliminary Site Plan prior to submittal of a Final Site Plan application.

DONNA PACETTI SECONDED.

MOTION PASSES BY A VOTE OF SIX TO ONE (6-1). TIM NOLAN OPPOSED.

Susan Byers asked if there was the ability to change the motion to allow units 30 and 31. Brian Wray deferred to Matt Gennett. Matt Gennett informed the Planning Commission that once a motion was made and seconded and passed it has to stay as is.

7. ADJOURNMENT:

BRIAN WRAY MADE A MOTION TO ADJOURN AT 10:10 P.M.

JEN STACHELSKI SECONDED.

MOTION PASSES BY A VOTE OF SEVEN TO ZERO (7-0).

Submitted for approval by:

Approved this 5thTH Day of July 14, 2016.

Greg Roy, Planner I

Brian Wray, Planning Commission Chairman

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Laura Kennedy, Finance and Administrative Services Director
FROM: Kathy Marshall, Revenue Administrator *KM*
DATE: June 16th for meeting of June 22nd, 2016
SUBJECT: April 2016 Sales Tax Review

SUMMARY:

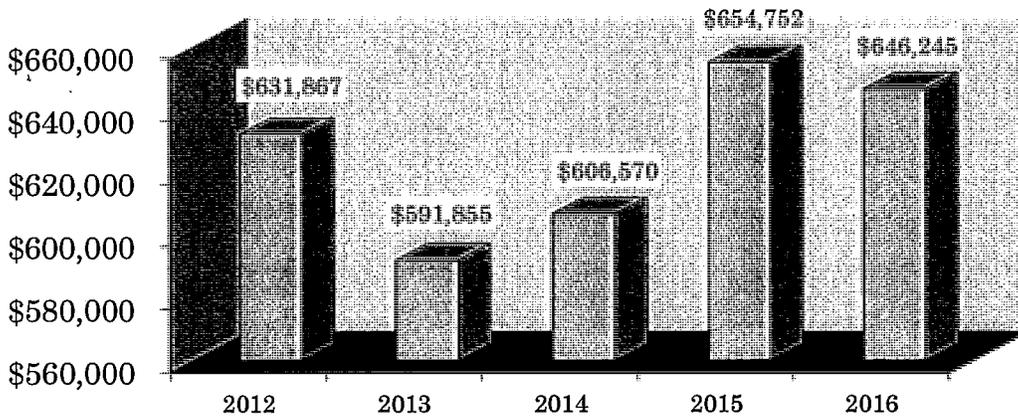
The following reports summarize April sales taxes collected in May. The State remitted the Town's 2% county taxes from April sales on June 8th, 2016.

MANAGER'S COMMENTS:

**SILVERTHORNE SALES TAX BY MONTH
FOR APRIL 2016 SALES**

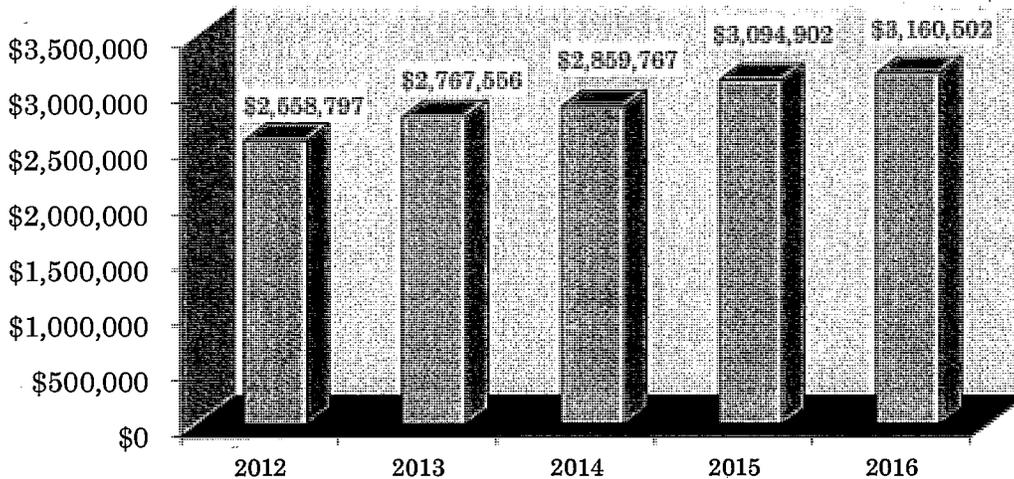
CHART A: MONTH	2012	11-12	2013	12-13	2013	13-14	2015	14-15	2016	15-16
	% CHANGE		% CHANGE		% CHANGE		% CHANGE		% CHANGE	
JAN	613,612	6.96%	705,712	15.01%	691,694	-1.99%	765,758	10.71%	766,848	0.14%
FEB	595,268	-0.19%	639,591	7.45%	682,500	6.71%	713,637	4.56%	763,151	6.94%
MARCH	718,051	-5.10%	830,399	15.65%	879,003	5.85%	960,756	9.30%	984,257	2.45%
APRIL	631,867	32.14%	591,855	-6.33%	606,570	2.49%	654,752	7.94%	646,245	-1.30%
MAY	479,708	4.30%	572,548	19.35%	619,820	8.26%	630,889	1.79%		
JUNE	695,673	-1.23%	822,224	18.19%	869,150	5.71%	934,593	7.53%		
JULY	774,222	4.04%	866,950	11.98%	890,855	2.76%	957,634	7.50%		
AUG	773,019	8.98%	827,646	7.07%	893,121	7.91%	932,217	4.38%		
SEPT	782,144	13.66%	796,857	1.88%	836,747	5.01%	935,275	11.78%		
OCT	595,102	14.49%	644,447	8.29%	680,653	5.62%	725,760	6.63%		
NOV	635,360	0.06%	701,380	10.39%	713,747	1.76%	760,614	6.57%		
DEC	866,971	-2.10%	983,997	13.50%	1,065,155	8.25%	1,201,862	12.83%		
YTD TTL:	8,160,996		8,983,606		9,429,015		10,173,746		3,160,502	
%CHANGE FROM YEAR TO YEAR:		5.29%		10.08%		4.96%		7.90%		2.12%

EXHIBIT 1A: SALES TAXES COLLECTED APRIL



%CHANGE FROM PRIOR MONTH	2012	2013	2014	2015	2016
	32.14%	-6.33%	2.49%	7.94%	-1.30%

EXHIBIT 1B: YTD SALES TAX COLLECTIONS AS OF APRIL 2012-2016



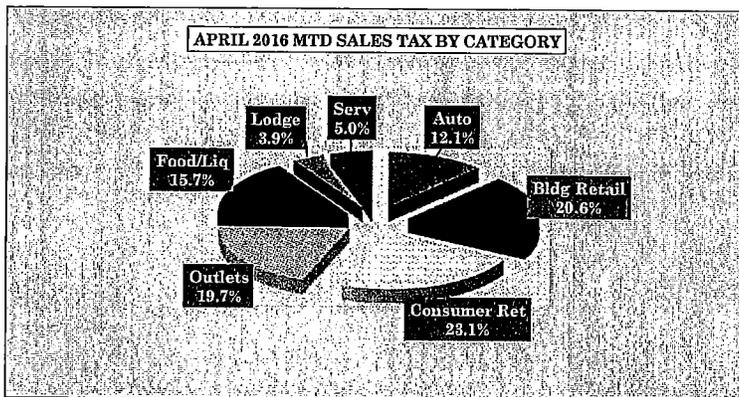
%CHANGE FROM PRIOR YEAR	2012	2013	2014	2015	2016
	6.40%	8.16%	3.33%	8.22%	2.12%

Exhibit IA & Exhibit IB show the Town of Silverthorne's collections by month and year-to-date (YTD) for the years 2012-2016, with the following results:
 April 2016 sales tax collections decreased by \$8,507 or minus 1.30% over 2015.
 2016 YTD collections increased \$65,600 or 2.12% over 2015 collections.

SALES TAX BY CATEGORY

EXHIBIT IIA: APRIL SALES TAX BY CATEGORY

Category	2015	2016	\$Inc/(Dec)	% Inc/(Dec)
Auto	\$61,647	\$78,237	\$16,590	26.91%
Bldg Retail	\$143,043	\$132,840	(\$10,202)	-7.13%
Consumer Ret	\$157,279	\$149,127	(\$8,152)	-5.18%
Outlets	\$151,973	\$127,134	(\$24,839)	-16.34%
Food/Liq	\$93,318	\$101,339	\$8,021	8.60%
Lodge	\$16,636	\$24,974	\$8,339	50.12%
Serv	\$30,856	\$32,593	\$1,736	5.63%
TOTAL	\$654,752	\$646,245	(\$8,507)	-1.30%



The Outlets category decreased \$24,839 or minus 16.34% when compared with April 2015. YTD is down \$117,929 or minus 13.93%. The results by Phase are as follows:

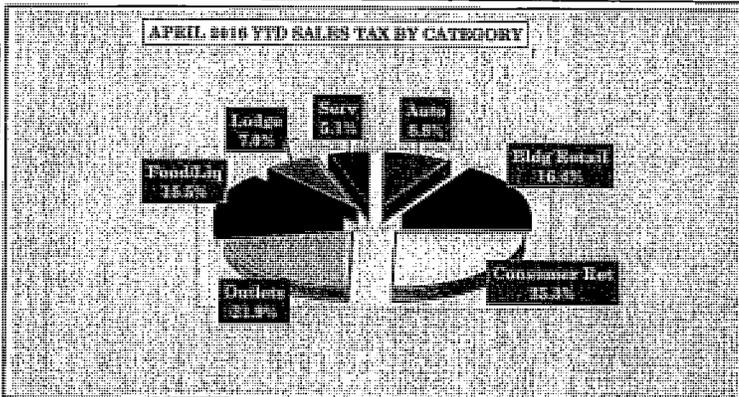
- Phase I is down \$1,563 or minus 1.83%. YTD is down \$13,729 or minus 5.21%.
- Phase II is down \$16,349 or minus 30.85%. YTD is down \$55,344 or minus 14.65%.
- Phase III is down \$4,921 or minus 20.00%. YTD is down \$39,959 or minus 27.91%.

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

- The Consumer Retail category contributes the highest April collections, or 23.1% and the highest YTD collections, 25.3%.
- The Building category, April's 2nd largest sales tax category, contributed 20.6%; YTD 16.4%.

EXHIBIT IIB: APRIL YTD SALES TAX

Category	2015	2016	\$Inc/(Dec)	% Inc/(Dec)
Auto	\$248,894	\$277,577	\$28,683	11.52%
Bldg Retail	\$492,321	\$516,931	\$24,609	5.00%
Consumer Ret	\$771,039	\$799,887	\$28,847	3.74%
Outlets	\$804,367	\$692,344	(\$112,023)	-13.93%
Food/Liq	\$460,611	\$490,050	\$29,439	6.39%
Lodge	\$160,153	\$222,584	\$62,430	38.98%
Serv	\$157,516	\$161,130	\$3,614	2.29%
TOTAL	\$3,094,902	\$3,160,502	\$65,600	2.12%



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

- The Auto category had the highest April dollar increase, \$16,590 or 26.91%; YTD up \$28,683 or 11.52%.
- The Lodging category had the 2nd highest April dollar increase, \$8,339 or 50.12%; YTD up \$62,430 or 38.98%.
- The Building Retail category was down \$10,202 or minus 7.13%; YTD up \$24,609 or 5.00%.

Outlets at Silverthorne (OS):

- Phase I aka Red Village:** Aeropostale is going out of business due to bankruptcy. They plan to vacate and close their store by the end of June.
- Phase II aka Blue Village:** Skechers opened May 19th. Sunglass Hut just completed an extensive remodel and reopened on May 26th. Twisted Trails Running Company opened on June 14th next to the Loft. The Summer Concert Series started on June 11th. They will hold 6 more concerts through early August.
- Phase III aka Green Village:** Carters moved to their new location, next to OshKosh. They reopened on June 14th.

Lake Dillon Theatre kicked off their Season Opener on June 3rd, with an Official Ribbon Cutting and Celebration. The Gift with Purchase promotion is going well (partnered with Performance Rafting for free rafting tickets). Keystone Symposia Conference attendees are visiting the Center between sessions. Free transportation is being provided by OS. The OS Marketing Team is attending several community events, including Frisco BBQ and Evening of Fun with Town. Free \$5.00 gift cards and prizes will be given away.

SALES TAX COLLECTIONS: ACTUAL VS BUDGET 2016 YTD

EXHIBIT III-ACTUAL VS. BUDGET TABLE

SALES MONTH	2016 BUDGET BY MONTH	2016 ACTUAL BY MONTH	2016 BUDGET YTD	2016 ACTUAL YTD	ACTUAL AS A % OF BUDGET YTD
	JAN	\$769,059	\$766,848	\$769,059	\$766,848
FEB	\$768,028	\$763,151	\$1,537,087	\$1,529,999	99.54%
MAR	\$996,304	\$984,257	\$2,533,391	\$2,514,256	99.24%
APR	\$684,450	\$646,245	\$3,217,841	\$3,160,502	98.22%
MAY	\$631,328		\$3,849,169		0.00%
JUNE	\$893,504		\$4,742,673		0.00%
JULY	\$978,121		\$5,720,794		0.00%
AUG	\$937,212		\$6,658,006		0.00%
SEPT	\$926,204		\$7,584,210		0.00%
OCT	\$729,165		\$8,313,374		0.00%
NOV	\$790,155		\$9,103,529		0.00%
DEC	\$1,141,065		\$10,244,594		0.00%

► The budget numbers are based on a 0.07% increase from 2015 sales tax revenues.

LODGING TAX COLLECTIONS: 2013-2016 COMPARISONS

EXHIBIT IV-LODGING TAX TABLE

LODGING TAXES	2013 Amount Collected	2012/2013 % Change	2014 Amount Collected	2013/2014 % Change	2015 Amount Collected	2014/2015 % Change	2016 Amount Collected	2015/2016 \$ Change	2015/2016 % Change
	Jan	14,022	14.2%	17,109	22.0%	20,089	17.4%	28,351	8,261
Feb	14,652	7.2%	17,751	21.2%	20,859	17.5%	30,836	9,977	47.8%
Mar	23,772	8.3%	28,315	19.1%	31,748	12.1%	41,922	10,174	32.0%
Apr	6,758	32.0%	7,504	11.0%	8,628	15.0%	12,404	3,776	43.8%
May	4,915	-5.8%	5,737	16.7%	5,790	0.9%			0.0%
June	9,524	3.6%	9,792	2.8%	12,041	23.0%			0.0%
July	12,655	8.0%	14,841	17.3%	18,070	21.8%			0.0%
Aug	12,251	11.6%	13,611	11.1%	14,213	4.4%			0.0%
Sept	10,613	9.7%	11,651	9.8%	12,943	11.1%			0.0%
Oct	6,134	4.8%	6,928	13.0%	7,630	10.1%			0.0%
Nov	6,841	15.0%	6,918	1.1%	6,400	-7.5%			0.0%
Dec	19,283	26.4%	20,436	6.0%	29,310	43.4%			0.0%
TOTAL	141,419	11.5%	160,594	13.6%	187,720	16.9%	113,514	32,189	39.6%

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

EXCISE TAX COLLECTIONS: 2013-2016 COMPARISONS

EXHIBIT V-EXCISE TAX TABLE

EXCISE TAXES	2013 Amount Collected	2012/2013 % Change	2014 Amount Collected	2013/2014 % Change	2015 Amount Collected	2014/2015 % Change	2016 Amount Collected	2015/2016 \$ Change	2015/2016 % Change	2016 Total Sq Footage	2016 New Res Permits	2016 New Res Permits
	Jan	0	-100.0%	15,944		6,920	-56.6%	17,008	10,088	145.8%	8,504	1
Feb	10,824	-19.8%	6,514	-39.8%	11,372	74.6%	32,962	21,590	189.9%	16,481	2	4
Mar	209,452		0	-100.0%	26,374		67,572	41,198	156.2%	33,786	4	9
Apr	20,856	16.9%	0	-100.0%	34,116		184,482	150,366	440.7%	92,241	6	25
May	42,286	-2.0%	38,256	-9.5%	21,232	-44.5%	56,990	35,758	168.4%	28,495	2	8
June	18,840	428.3%	8,880	-52.9%	28,290	218.6%			0.0%	0	3	
July	32,024	322.5%	39,868	24.5%	61,442	54.1%			0.0%	0	7	
Aug	16,056	-13.8%	17,974	11.9%	54,962	205.8%			0.0%	0	6	
Sept	22,836		37,890	65.9%	33,968	-10.4%			0.0%	0	4	
Oct	12,412	80.1%	30,636	146.8%	26,912	-12.2%			0.0%	0	3	
Nov	10,896		6,668	-38.8%	37,426	461.3%			0.0%	0	5	
Dec	12,854	25.1%	28,702	123.3%	7,424	-74.1%			0.0%	0	1	
TOTAL	409,336	217.1%	231,332	-43.5%	350,438	51.5%	359,014	259,000	259.0%	179,507	44	51

MINUTES OF SPORT COMMITTEE
May 19, 2016

I. PROCEDURES

1. Call to Order: Mary Kay Rachwalski opened the meeting at 5:59pm.
2. Approval of Agenda/ Roll Call: Tom Dopplick, Frank Gutmann, Bob Kieber, Bob Mayerle, JoAnne Nadalin, Mary Kay Rachwalski, Marilyn Raymond, Kathy Swanson,
Staff: Liz Hodson, Susan Lee, Jess Roberts
Absent: Don Hansen, Don Langmuir, John Taylor, Pat Taylor
Guests: Marie Orlin
3. Approval of Minutes: Motion to approve with corrections, Kathy Swanson; second Frank Gutmann
4. Public Comment:

II. DISCUSSION ITEMS

1. Updates from 2016 Goals Action list
 - a. Osprey Walk - scheduled for Tuesday, August 2, 2016 - Bob M
-The committee agreed to invite Fin Doyle to participate. There was also discussion on whether to continue with the stations along the path or concentrate all activities at NPP. A motion was made to keep activity concentrated at NPP. Frank second.
 - b. Bicycle Friendly Community – Don H
 - i. June Bike Month Calendar handout
 - ii. Volunteers needed for events
Bike Rodeo at SVE June 1 – Mary Kay, Kathy, Marilyn
Bike Burgers, Beer and Bingo at the Pavilion – Don, Marilyn
 - c. Arctic Placer and Rainbow West Entrance Design, Susan L
-Council and Planning both passed the site plan. Need to relook at port-o-let and signs. Going out for bid by the end of the month.
-Will have Rainbow Park design info at Family Fun Night at Rainbow Park on June 23rd.
 - d. North Pond Park – Fish Count
-John Ewert conducted fish count and there are adequate, healthy adult fish in the pond. His recommendation was to stock with juvenile fish every other year. The committee thought a press release with this information would be a good idea, to get the word out.
 - e. Salt Lick Trails – Town Partnership on National Trails day, June 4
 - f. Town Core Sidewalk Network – Update from Public Works
-Improvements in 2016 include the new Angry James location of 4th and Adams.
 - g. Open Space Land Acquisition
2. OSAC Update – John T
-OSAC offered to give a presentation on what they have been doing. John brought up the Silverthorne loop trail and there are 2 properties that are potential sales to Summit County Open Space; 1. Annie Road-Ruby (south end of Arctic Placer) and 2. North of Mesa Cortina.
3. Selection of new SPORT Member for Town Council Approval

- There are two candidates for the open seat on the committee; Tyler Bunnell, and Suzanne Reed.
- Frank mentioned that both he and John Taylor would be willing to remain active SPORT members but in a non-voting status to be able to welcome both applicants to the Committee.
- Susan suggested Frank send a letter to her stating his wish to step down to ex-officio status. Kathy Swanson made a motion that Frank Gutmann resigns and becomes an ex-officio member and the Committee appoint both Suzanne and Tyler. Bob Mayerle second, all in favor.

IV: ANNOUNCEMENTS

1. Upcoming meeting dates:
 - a. Town Clean-up Day – May 21st, Volunteers needed.
 - b. Cycle Silverthorne Events –
 - i. June 1 – Bike to School Day for Silverthorne Elementary School with Bike Rodeo and North Pond Park bike rack unveiling 4:30pm.
 - ii. Starting June 1, riders can pick up a “Bike Bingo” card from participating businesses in order to win prizes at the June 22nd Bikes, Burgers, and Beers event.
 - iii. June 6 and June 27 – Yoga for Cyclists – 6:00pm @ Rec Center
 - iv. June 7 – Mountain Bike FUNdamentals – 6:00pm @ Rec Center
 - v. June 20-24 – Bike to Work Week
 - vi. June 22 – Bikes, Burgers, and Beers with a band (\$5) 5-7pm @ Silverthorne Pavilion.
 - c. Town Council Meeting – June 8, 2016 (SPORT Committee member appointment)
 - d. Rainbow Park Open House at Family Fun Night – June 23, 2016
 - e. Next SPORT meeting June 16, 2016
2. Staff and Member Comments

V: ADJOURNMENT

Motion to adjourn at 7:30pm Bob Mayerle, second Tom Dopplick