

**SILVERTHORNE TOWN COUNCIL MEETING
AGENDA FOR JULY 13, 2016- 6:00 PM**



- I. CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA**
- II. PLEDGE OF ALLEGIANCE**
- III. STAFF COMMENTS 1**
- IV. COUNCIL COMMENTS**
- V. CITIZENS' COMMENTS***
- VI. CONSENT CALENDAR**
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- 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:**

**JULY 12, 2016 – 5:30 P.M.
PAVILION PROGRAMMING & USE
UPDATE & 2017/2018 BUDGET KICKOFF**

**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 26	MARKETING PROGRAM UPDATE & 2017/2018 BUDGET & OSAC COUNTY OPEN SPACE PRESENTATION
AUGUST 9	JOINT MEETING WITH THE BOARD OF COUNTY COMMISSIONERS & SIGN CODE PROJECT UPDATE
AUGUST 23	JOINT MEETING WITH SILVERTHORNE PARKS, OPEN SPACE, RECREATION AND TRAILS COMMITTEE (SPORT) FOR POST PLAN UPDATE
SEPTEMBER 13	HWY 9 CDOT TOWN CORE & CODE ENFORCEMENT UPDATES
SEPTEMBER 27	WORKFORCE HOUSING

**FUTURE WORK SESSION DISCUSSION ITEMS:
EMPLOYEE HOUSING**

July 2016

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

August 2016

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

October 2016

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

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
FROM: Susan Schulman, Executive Assistant to the Town Manager *SS*
DATE: July 7, 2016 for Meeting of July 13, 2016
SUBJECT: Staff Comments

Attached please find the Staff Comments and Updates for the July 13, 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 – July 7, 2016

Finance – The budget process has started and will be “kicked off” with Council at the July 12th work session. Several Asset Management Plan meetings have taken place (IT, Parks, Fleet) but there are more scheduled in the future (Streets, Facilities, Parks II)

The 2015 Comprehensive Annual Financial Report (CAFR) for both the Town and the Joint Sewer Authority have been completed and filed with the appropriate agencies. Both organizations received a clean opinion from the independent audit firm Swanhorst and Co.

Cross training on both payroll processing and the water/sewer billing process have begun and will be reinforced with the next cycle.

Lake Dillon Theater Co: we have selected Key Government Finance as the investor for the financing of the Performing Arts Center. The final terms will be set three days before funding which is anticipated to be August 16th.

Donna Braun's retirement celebration took place on July 5th and was a wonderful send-off to a long-tenured and widely appreciated employee.

Human Resources – Currently in the process of performing the market study in conjunction with the budget cycle.

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.

Manager's Office – The Countywide Non Profit Grant Program has opened for 2017 requests. Advertisements and a Press Release have been sent to the Summit Daily, The Summit Foundation has notified area Non Profit groups on behalf of the municipalities, and applications are on the website. The deadline to request funding for 2017 is Monday, August 15 at 12:00 noon. This year's Council review committee is: Russ Camp, Derrick Fowler, and Tanya Shattuck. Susan Schulman will schedule a review meeting in the fall, before the budget readings.

Public Safety – July 7, 2016

Silly Decisions & More Misdeeds –
Track and Field Day on a Traffic Stop:

On 06-29-16 an Officer contacted a driver for suspicion of DUI. While the Officer was checking on the driver through the big State computer, the driver got out of the vehicle and approached the Officer and his cover Officers who were just arriving on scene. The driver was told to stop and refused to obey the Officer's commands. While the Officer was dealing with the driver who could best be described as drunk and belligerent, the vehicle passenger exited the vehicle and took off running from the scene. Apparently, the passenger was a little fearful of some information attributed to him in the big State computer. Anyway, back to the story; one of the cover Officers assisted the contacting Officer in arresting the driver, and one of the other Officers pursued the passenger and apprehended him a short time later. Both parties were taken into custody and taken to the Summit County Jail where they were charged and housed.

A Felonious Misdeed and an Imaginative Moment:

On 06-30-16 Officers were dispatched to the factory stores for a male sitting on a bench with a handgun in his waistband. The male reportedly took the gun out of his waistband and cocked the gun in front of several people nearby, and then placed the firearm down the front of his pants. SAFETY COMMENT TIME: Placing a loaded cocked firearm down the front of your pants while intoxicated could result in some unintended consequences, and potentially a life altering moment. I will leave potential results of this silliness to your imagination. I digress once again so back to the action. Several Officers responded and upon contact with the male he refused to listen to the Officers and was taken to the ground and arrested. Upon searching the suspect, it was discovered that he had a .45 caliber handgun and several knives in his possession which he was carrying illegally. The male was also found to be intoxicated while in possession of the handgun. The suspect was arrested and charged with numerous weapons violations including Felony Menacing.

Young Love and Weed:

On 07-01-16 Officers were dispatched to a local motel on a report of a fight in progress. Upon arrival Officers encountered a female who was not clothed and a male who was wearing only a pair of pants. It was discovered the couple had been married for 6 months. The couple had gotten into an argument when the female refused to have relations with her husband; the husband got a little upset at the rejection and decided to throw her marijuana joint away. When the female found out her husband had discarded her joint she became upset and assaulted him. While speaking to the parties, the female changed her story repeatedly and lied to the Officers about what had occurred. The female was arrested and charged with Domestic Violence.

Community Feedback – A thank you note was received from a Town citizen. Apparently this citizen was parked at the First Bank in Silverthorne and in his rush to lawfully withdraw funds he inadvertently locked his keys in his vehicle. Silverthorne coppers came to the rescue and unlocked his vehicle in short order.

Staffing – Officer Jambor and Officer Cox are still in Field Training. We

conducted hiring interviews and extended two conditional job offers. One has accepted, and the other potential officer is pondering. Human Resources is reviewing our proposed Sergeant testing process which we will kick off shortly.

Other Item – A Request for Proposal (RFP) was released on July 8th requesting a bid for conducting a Law Enforcement Organizational Assessment, and Long Range Staffing Needs Analysis. More to follow on this at a later date.

Public Works Department – July 7, 2016

Streets – Handrails are all refinished under I -70 and near 6th Street. We had to go with a slightly different color this time due to availability of the right kind of paint. PW crews are busy working on drainage all over town, cleaning ditches and inlets in problem areas. Street overlays on Stephens and River Road will take place later this month. Reconstruction of Golden Eagle from Falcon to Falcon will also be coming soon. We also have some chip sealing coming on various streets around Town.

Parks – Flower planting is complete and Jess and her crews did a great job of color display. Parks is now mostly in to our maintenance mode, along with working the upcoming four weekend concerts at Rainbow Park.

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. Lots of single family homes underway too which we coordinate on for service lines.

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. He recently lost his father back in Michigan and our condolences to out to him for his loss.

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. He is almost complete too with a major project, coordination wise, the new carpet at Town hall. Kudos to Rob and his staff for all the hard work making that happen.

Theater – Work is now going full speed with all permits in place, foundations and footings poured, underslab electric, gas, and plumbing going in, parking lot grading underway, and backfilling in the interior areas underway. I am onsite daily and we have weekly coordination meetings to try to anticipate issues and resolve them quickly. Chris Alleman from Lake Dillon Theater also attends the weekly meetings.

Community Development Department – July 7, 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 (LDTC) – 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. Staff will be interviewing consultants that have an excellent working relationship with CDOT Region 3. The traffic consultant and 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.

CML Conference – Mark Leidal and Matt Gennett were able to attend the Colorado Municipal League (CML) Conference in Vail. Mark Leidal was able to meet with Xcel Energy representatives during this conference.

Lake Dillon Fire District (LDFD) – Ryan Hyland and Mark Leidal attended the LDFD Board Meeting to discuss the possibility of a land swap. We currently have a signed MOU with the Fire District to explore the possibility.

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

- South Maryland Creek Ranch 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
- McDonalds – Preliminary Site Plan
- Bighorn Center Replat
- South Maryland Creek Ranch Phase II – Final Plat

Recreation and Culture – July 7, 2016

It's finally here! This weekend is the first Sunset at the Summit Concert in Rainbow Park. Huge kudos to Rob DeVerna, Pavilion Events Manager, for

coordinating all the activities associated with this event series. We are excited to welcome Ron Ivory to the stage at 7 p.m. this Saturday, July 9, and look forward to having a great time with our community in the best park in Summit County. This series is a partnership with Lake Dillon Theatre Company, and we appreciate their contributions to the event, as well, which include booking the headlining bands, providing liquor service, and providing volunteers to help manage the event.

July 4th was highlighted this year with an inaugural marching of the Silverthorne Storm Gymnastics Team in the Frisco's Fourth of July parade. The team won first place in the youth float category and were praised for their high energy and graceful flips throughout the parade. Thanks to Head Coach, Ben Way, for organizing this adventure. The parade followed excellent media coverage of the annual Storm Home Gymnastics Meet, which was held at the Recreation Center in late June.

Also on the holiday weekend, Saturday, July 3rd was one of our busiest days on record at the Recreation Center. The county was packed with holiday visitors, but the weather was rainy, so the crowds decided to go swimming of course! The Recreation Center started getting busy at 10:30 a.m. and didn't stop! The day ended with over 1,350 people coming through the doors and over \$9,000 in sales for the day. Staff should be commended for their commitment to guest service. Several extra staff members reported to work when called at the last minute to supplement the already heavily-staffed areas of front desk and aquatics. For a short time, we were not able to accept additional swimmers due to swimmer vs. life guard ratios. And, at one point, our new custodian, who used to work at the front desk, stopped his building duties to assist with guests. It was a true team effort that makes the Town look really good. Thanks to all who were involved in this record day.

Summer pass sales specials have ended, and the promotions were another success. Both the Schools out Pass (for youth) and A.S.A.P. Pass (for adults) garnered high interest from the community. Revenues exceeded last year's by approximately two thousand dollars with almost 750 passes sold between the two options.

Cycle Silverthorne Month was a huge success! Big thanks go to SPORT Committee and the support staff who worked diligently to produce a month packed full of cycling celebrations. Despite a stormy afternoon, the Bikes, Burgers and Beers event was a hit with the community and put the exclamation point on Cycle Silverthorne Month.

Upcoming Pavilion Events

July 7	Yoga
	Wedding
July 8	Wedding
July 9	Wedding

July 12	Yoga Farmers Market
July 13	Chamber Board Meeting
July 14	Yoga Wedding
July 15	Wedding
July 16	Wedding
July 17	Quinceanera
July 19	Yoga Summit Chamber Leads Group Farmers Market
July 20	PD (Theft Prevention)
July 21	Yoga Café Concert
July 22	Wedding
July 23	Wedding
July 24	Wedding
July 26	Yoga Farmers Market
July 28	Yoga
July 29	Quinceanera
July 30	Wedding
July 31	Wedding

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Town of Silverthorne
Council Agenda Memorandum

TO: Town Council
THRU: Ryan Hyland, Town Manager
FROM: Michele Miller, MMC, Town Clerk *ymm*
DATE: July 7, 2016
SUBJECT: Town Council Meeting Minutes from June 22, 2016

SUMMARY: Staff asks Town Council to approve the Town Council meeting minutes from June 22, 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 22, 2016

CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA:

Those members present and answering Roll Call were Mayor Bruce Butler, Council Members Derrick Fowler, Russ Camp, Bob Kieber, JoAnne Nadalin and Tanya Shattuck. Council member Peggy Long was absent. Staff members present were, Town Manager Ryan Hyland, Chief of Police John Minor, Recreation Director Joanne Cook, Public Works Director Bill Linfield, Finance Director Laura Kennedy, Assistant Town Manager Mark Leidal, Senior Planner Lina Lesmes, Planning Manager Matt Gennett, Town Attorney Matt Mire, Utilities Manager Zach Margolis, Sergeant Misty Higby, PD Administrative Lynn Schlough, Officer David Siderfin, Facilities Manager Rob Coker, Sergeant Tim Osborn, Officer Rich Watson, and Town Clerk Michele Miller.

The Pledge of Allegiance was recited by those present.

STAFF COMMENTS:

Police Service Award - Sgt. Misty Higby

Chief John Minor presented Sgt. Misty Higby with the Police Service Award.

Mayor Butler commended Sgt. Misty Higby on her service to the Town of Silverthorne during her tenure as Interim Chief of Police.

Mayor Butler read the plaque, "For her unwavering dedication and commitment to the Silverthorne Police Department and the citizens of the Town of Silverthorne and for her highly professional conduct and performance as Interim Chief of Police".

Cook reported on the many summer events at the Recreation Center and Pavilion.

COUNCIL COMMENTS:

Butler reported on the Colorado Municipal League conference held in Breckenridge.

CITIZEN COMMENTS:

Shannon Fox 625 Ryan Gulch Road, reminded Council he was one of the original people making the request for the Town's Skateboard Park sixteen years ago. He reviewed the items that need to be repaired or improved at the park. He requested the Skate Park be raised in priority in the Recreation Master Plan. They would like to work with the SPORT Committee to raise the skate park to a higher priority. He requested that the Skate Park be considered during the budgeting plan.

CONSENT CALENDAR:

KIEBER MOVED TO APPROVE THE CONSENT CALENDAR INCLUDING THE MINUTES FROM JUNE 8, 2016, REPLAT – LOT 3, EAGLES NEST GOLF COURSE FILING NO. 5, AND REPLAT – THE CABINS AT ANGLER MOUNTAIN RANCH FILING NO. 4 – 2ND AMENDMENT. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (LONG ABSENT)

LIQUOR BOARD:

A. Local Liquors, LLC – Modification of Premise

CAMP MOVED TO APPROVE LOCAL LIQUORS, LLC DBA LOCAL LIQUORS – MODIFICATION OF PREMISE. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (LONG ABSENT)

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

Public hearing opened.

Matt Gennet, Planning Manager, presented the applicants request for approval of the Final Plat, SIA and Final Site Plan for South Maryland Creek Ranch, Filing No. 1-Tract X. He reviewed his staff memo dated June 18, 2016 and recommended approval.

Joanna Hopkins, South Maryland Creek Ranch, presented their request to construct ten (10) single family units. Hopkins reviewed the architecture, site design and requested approval. The Metro District was formed in May.

SHATTUCK MOVED TO APPROVE THE FINAL PLAT, THE ASSOCIATED SIA, AND FINAL SITE PLAN FOR SOUTH MARYLAND CREEK RANCH, FILING NO. 1, TRACT X – FIRST AMENDMENT. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (LONG ABSENT)

B. Conditional Use Permit Renewal – J + H Mountain Auto Services, 205 and 207 Warren Avenue (Continued from May 25, 2016)

Public hearing opened.

Lina Lesmes, Senior Planner presented the applicant's request for approval of the Conditional Use Permit Renewal – J + H Mountain Auto Services. She reviewed the applicant's proposal for approval. Lesmes reviewed the twelve (12) conditions of approval, specifically 3,4,5,6, and 7.

Council questions.

Shattuck asked about the August deadline presented in the conditions by staff.

Lesmes stated yes, if the conditions are not met by the deadline, the applicant will come back before Council.

Fowler asked about the second driveway on the property and if it is required by the Town.

Lesmes stated no the applicant wants two driveways. She reviewed uses and potential parking in lieu of the driveway.

Fowler asked if there is any way the Town can put up additional signage or landscaping boulders to deter people parking in the area in front of the applicants site. He wants to help the applicant with compliance.

Linfield stated snow plowing would have to be taken into consideration but staff can look at additional boulders or signage.

Shattuck asked if the lot was striped last time.

Lesmes stated it wasn't done professionally and that was included in the conditions of approval.

Butler stated he doesn't enjoy CUPs and this one has twelve conditions of approval. He asked if staff they are comfortable with the length of a five year CUP.

Lesmes stated if the applicant is not in compliance with their CUP, they can be summoned into court.

Applicant

Petrik thanked Council for granting the previous CUP. He asked Council what is their biggest concern regarding his business.

Butler stated the applicant needs to be able to manage all aspects of his business on his site.

Nadalín stated there are requirements attached to the CUP and the applicant needs to be able to meet those conditions and Town Code.

Petrik asked Council what is vehicle storage.

Butler reviewed the purpose of this meeting.

Shattuck stated the continuance was given at the last meeting so the applicant could work out issues and get questions answered by staff.

Fowler asked the applicant what conditions of approval does he disagree with.

Petrik reviewed his concerns with the conditions, most of the conditions are fine but not all of them will work all the time. He reviewed his need for an additional building on the site.

Butler reviewed the CUP process. The applicant agreed to the conditions of approval back in 2011. Staff has gone out and reviewed the site to see if there was compliance with the conditions during those five years. There have been violations during the past five years and the applicant needs to figure out what will work on the site.

Fowler stated the conditions of approval have to be met to keep the CUP.

Petrik would like to see some of the conditions of approval go away. He reviewed his efforts to comply with the conditions. He has been meeting the conditions and will continue to meet them.

Kieber asked where the proposed building would be built.

Petrik reviewed where he would like to build a building.

Butler stated is the applicant's responsibility to comply with the twelve conditions of approval.

Petrik stated he been in compliance and will continue to do so. He has no problems with the twelve conditions of approval.

Kieber asked the applicant if he understands the ramifications of not complying with the conditions.

Petrik stated yes he understands.

No public comment, public hearing closed.

Council comments.

Kieber as long as the applicant agrees with the twelve conditions and knows the ramifications of not complying he has no problem approving the CUP.

Shattuck wants the applicant to succeed but has a hard time seeing all the uses working on the site. She is struggling with approval.

Nadalín believes Petrik at his word and that he understands the consequences if he does not comply with the conditions.

Camp asked about condition number 4, if it was done five years ago, why it needs paving again.

Petrik stated he has been patching and striping every two years.

Butler stated the point is not to defend but to live up to the CUP conditions. He supports giving the applicant a one year extension; he is not confident that the twelve conditions are going to be met.

Fowler doesn't feel like that the violations are outrageous.

Nadalín asked staff do regular site visits and make sure the conditions are being met.

Fowler asked staff to work with the applicant on additional parking deterrents in front of the site.

Camp stated Council is taking the time to review this because we want the business succeed but live with in the Town Code requirements.

June 22, 2016

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CAMP MOVED TO APPROVE RESOLUTION 2016-19 A RESOLUTION APPROVING THE RENEWAL OF THE CONDITIONAL USE PERMIT FOR J&H MOUNTAIN AUTO SERVICES WITH THE TWELVE CONDITIONS.

- 1. THE STORAGE CUP IS PERSONAL TO THE APPLICANT, J&H MOUNTAIN AUTO SERVICES OR 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 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.**
- MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT.
(LONG ABSENT)**

ACTION ITEMS:

A. Town of Silverthorne/Lake Dillon Theatre Company Development Agreement

Ryan Hyland, Town Manager presented the Development Agreement and associated Lease which outlines the commitments of the Town of Silverthorne and the Lake Dillon Theatre Company. (LDTC) He reviewed the staff report and details associated with the Agreement. Butler thanked everyone for the tremendous amount of work that has gone into this.

NADALIN MOVED 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 SUBSTANTIALLY AS PRESENTED AND IN THE FORM APPROVED BY THE TOWN ATTORNEY. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (LONG ABSENT)

B. Preliminary Site Plan, Blue River Flats – 1065, 1088 and 1130 Blue River Parkway, Lots 23R and 25, Silverthorne Subdivision #1

Fowler declared a conflict of interest due to his business partner having the real estate listing on Blue River Flats.

Mire agreed with the conflict of interest.

Fowler removed himself from the Council Chambers.

Lina Lesmes, Senior Planner, presented the applicant's request for Preliminary Site Plan approval to construct forty-six (46) condominium units, in five, three-story buildings. She reviewed the staff report, recommended approval with Planning Commission's sixteen (16) conditions.

Council questions.

Nadalín asked about the construction of the trail and how many lots are between the developments.

Shattuck asked about the easements.

Nadalín asked about a potential shared access and how it would work.

Butler stated there hasn't been a ton of development along this area; he asked if the Town has required them to underground the utilities across the river.

Linfield replied there hasn't been a requirement.

Butler asked about the other side of the river's utilities.

Mire asked Council to memorialize Fowler's conflict of interest with a motion.

Council and staff discussed undergrounding utilities in the area and through the River.

Kieber asked about the CLOMR-F/LOMR-F status.

Lesmes reported on FEMA's response.

Butler asked about the requirements of additional dormers and eaves.

Lesmes reviewed the units and the requirements.

Applicant.

Ken Marsh, representative of Blue River 50, LLC, introduced their team present tonight. They agree to fifteen of the sixteen conditions. He expressed his concerns regarding the cost of the undergrounding, it could be cost prohibitive. The site is ready to be demolished.

Lindsey Newman, Norris Design, Inc. reviewed existing conditions on the site, site plan complexity, connectivity to the Town Center, the location of a privacy fence, building setback, landscaping and trees, community meeting results, and trail location.

Paul Brady, Architect, reviewed the project's contemporary mountain architecture, the four building types, two different color palettes; the roof line of garages, trash location, and bike racks. The lot coverage is 32%. They have met all the Town standards.

Citizen questions.

Jared Lincenberg, 724 Wild Rose Road, would be interested in seeing pedestrian access to the main sidewalk, that connects to Town Core, maybe a bridge and some pedestrian signage. He suggested a bridge could be used to carry the conduit across to the other side of the river. He feels it is a good design but a little busy. He is glad to hear that the trees are being preserved.

Council Comments.

Butler would be willing to work on a compromise regarding the power line. He is not sure about a hard surface on the trail at this time. He suggested as some of the issues are worked out, the applicant might consider a voluntary commitment to a 1% Real Estate Transfer Tax.

Kieber asked about the 100 year flood plain and the foot prints of the development. What would happen if there were a flood in the area.

Williams stated they are meeting all of FEMA and Town guidelines. The Level of regulation is with the 100 year flood plain. Grading has been adjusted to bring the ground around the buildings up to the 100 year flood plain. Based on the new submittal, the buildings will be removed from the COLMAR when the ground is raised.

Marsh stated there are lots of properties in Silverthorne that are within the 100 year flood plain. They anticipate that all the homeowners in the development will qualify for flood insurance through FEMA.

Council comments.

Nadalin expressed concern about the power line, she would like to see power pole alternatives presented, and she feels it is located in a dangerous location. It is important to include the sidewalk during construction. Silverthorne has a strong emphasis on arts and culture; she encouraged the applicant to work some into the final plan.

Marsh stated ideally he would love to underground the utility line but he thinks it's going to be cost prohibitive. There is a power pole across the river from this development and they connect. He doesn't like it but it doesn't look awful. Putting in a bridge would be detrimental to the project and cause delays. It's more than the cost, it is equally about timing and being able to get in the ground by fall.

Nadalin would just like to see some alternatives presented.

Butler appreciates the openness to look at alternatives for the power line and he is sensitive to the costs. He is a concerned about the rows of garages. He likes the idea of preserving the ability to connect to the adjacent neighborhoods. He acknowledged the Flood Plain is a big deal.

Kieber likes the architecture and likes the diversity of the units. He would like to see the sidewalks put in while it's under construction. He will support the project tonight but he wants to see the sixteen (16) conditions addressed before final. He is concerned about the flood plain changing.

Nadalin stated the Town Code says you can build in a 100 year flood plain, so we cannot require anything outside of those requirements.

Kieber stated he still struggles if this is the right place for the development.

Butler has seen the flood plain move out at Copper Mountain Mtn, it can be very expensive. We have to deal with what is presented.

Camp would like to see the two paths paved with the project.

Marsh stated they support putting in the sidewalk now, they will make it work.

NADALIN MOVED TO FIND COUNCILMEMBER FOWLER HAS A CONFLICT OF INTEREST IN REGARDS TO BLUE RIVER FLATS AS OUTLINED IN SECTION 3.9 OF THE

HOME RULE CHARTER. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT.

(FOWLER ABSENT AND EXCUSED FROM VOTING) (LONG ABSENT)

NADALIN MOVED TO APPROVE THE BLUE RIVER FLATS PRELIMINARY SITE PLAN WITH THE SIXTEEN PLANNING COMMISSION RECOMMEND CONDITIONS AND WITH CONDITION #3. AMENDED TO, "THAT THE CASH IN LIEU PAYMENT BE CHANGED TO THE TRAIL IN THE REAR OF THE PROPERTY AND THE SIDEWALK IN THE FRONT OF THE PROPERTY BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY".

- 1. THAT NO BUILDING OR PORTION OF A BUILDING ENCROACHES 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.

**MOTION SECONDED MOTION PASSED BY COUNCIL PRESENT.
(FOWLER ABSENT AND EXCUSED FROM VOTING) (LONG ABSENT)**

Fowler returned to the meeting at 8:23 p.m.

C. Ordinance 2016-06; an Ordinance Authorizing the Financing for the Purpose of the Construction of the Silverthorne Performing Arts Center – 1st Reading

Laura Kennedy, Finance Director, presented Ordinance 2016-06 to Council. The ordinance authorizes the execution of a site lease between the Town and a financial institution. This is a continuation of the discussion of the Development Agreement approved by Council earlier this evening.

NADALIN MOVED TO APPROVE ORDINANCE 2016-06, ON FIRST READING, AN ORDINANCE AUTHORIZING THE FINANCING FOR THE PURPOSE OF THE CONSTRUCTION OF THE PERFORMING ARTS CENTER. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (LONG ABSENT)

DISCUSSION ITEMS:

None.

SHATTUCK MOVED TO GO INTO EXECUTIVE SESSION AT 8:26 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 SEGMENT 5.

SHE FURTHER MOVED TO ADJOURN THE COUNCIL MEETING AT THE CONCLUSION OF THE EXECUTIVE SESSION. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (LONG 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 Segment 5.

INFORMATIONAL:

- A. **Planning Commission Meeting Minutes, June 14, 2016**
- B. **April 2016 Sales Tax Review**
- C. **SPORT Committee Meeting Minutes, May 19, 2016**

EXECUTIVE SESSION AND REGULAR MEETING ADJOURNED AT 8:46 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
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, Assistant Town Manager *ML*
FROM: Melody Hillis, Planning Commission Secretary *MH*
DATE: July 7, 2016, for meeting of July 13, 2016
SUBJECT: Appointment of Planning Commissioners

SUMMARY: The Planning Commission currently has one regular member vacancy on the Planning Commission. This is due to the Brian Wray's term as a Planning Commissioner expiring at the end of July 2016.

BACKGROUND: This is the list of the current Planning Commissioners and their term expiration dates:

Glen Anderson (alt)	May 2017	Mike Bohlender	May 2019
Susan Byers	July 2018	Jenny Gloudemans	July 2018
Jess Nelsen (alt)	May 2017	Tim Nolan	May 2019
Donna Pacetti	July 2017	Jen Stachelski	May 2019
Brian Wray	July 2016		

DISCUSSION: Staff received an of interest from Brian Wray requesting reappointment, which may be done at the Town Council Meeting on Wednesday, July 13, 2016, by process of the Consent Calendar.

STAFF RECOMMENDATION: The Community Development Department recommends that the Town Council appoint a regular Planning Commissioner with a term to expire in July, 2019.

PROPOSED MOTION: No motion is necessary, part of the consent calendar.

MANAGER'S COMMENTS:

Silverthorne Town Council

I would like to inform the Council of my intention of serving the town, for one more term on the Silverthorne Planning Commission. If you'll have me, this will be my last term on this commission. We have made great strides towards the New Town Main Street and center, and look forward to moving forward with this vision.

Thank You for your consideration.

Brian L. Wray

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: July 7, 2016, for meeting of July 13, 2016
SUBJECT: Replat of the Condominium Map for Buildings A and B of the Bighorn Center (PT 2016-16)

SUMMARY: The applicant, Atlas Strategic Investments, LLC., is requesting approval of a Replat of the Condominium Map for Buildings A and B of the Bighorn Center to include the elevations of Buildings A and B, and to add Utility Easements that were recorded via separate document. The buildings are located at 1241 Blue River Parkway.

BACKGROUND: The 2006 Condominium Plat of the Bighorn Center included elevations for Buildings D, E, and F, but not for Buildings A and B. Atlas Strategic Investments, LLC., purchased Buildings A-E of the Bighorn Center on May 19, 2016. During the purchase, the title company expressed concern that the Condominium Plat did not include the elevations of Buildings A and B. To address those concerns, the applicant is proposing a Replat of the Condominium Map for Buildings A and B of the Bighorn Center to expressly include the elevations and cross sections of Buildings A and B. Utility easements that were recorded via separate document have also been added to the plat.

PREVIOUS COUNCIL ACTION: On December 20, 1982, Town Council approved the Final Plat of the Blue Ridge Village, Filing No. 1, creating Tract A, and portions of the Adams Avenue and 12th Street. On March 13, 1985, Town Council approved the Final Plat of the Silverthorne Park Subdivision, creating two blocks on either side of Adams Avenue.

Bighorn Home Improvement Center acquired the combined 6 acres of land between 12th and 13th Streets in 1996. On May 14, 1997, Town Council approved an Ordinance to Rezone the property from R-15 to C-1, Light Commercial.

The Bighorn Home Improvement Center was constructed in three phases. Town Council approved the Final Site Plan for Phase I – Sears Appliance Store (Building F) on August 27, 1997. On December 4, 1997, Town Council approved Phase II of the Center, adding 12,000 square feet of retail and warehouse space (Buildings D and E) adjacent to Building F. Finally, on April 28, 1999, Town Council approved the Final Site Plan for Phase III, which proposed Buildings A and B, and a large area of covered storage space in the rear. On that same evening, Town Council also approved a Conditional Use Permit to permit a 'Lumberyard' in the C-1 Zone District.

On November 10, 1999, Town Council approved an ordinance to vacate a portion of 12th Street Right-of-Way, which had been previously used by the Bighorn Center via a License Agreement. The property was not necessary for access to any other surrounding property, and the ordinance transferred the maintenance of the property to the Bighorn Center, and permitted the Town to negotiate utility easements and the conveyance of a site for a future pumphouse and construction staging easement on the Bighorn Center property.

On June 26, 2002, Town Council approved a Variance to permit the installation of one unisex restroom in Building D, instead of the two required by the International Building Code. Two years later, on December 8, 2004, Town Council approved a Site Plan Modification for Building D to create fenced-in storage areas in the rear, and relocate lost parking to the front of the building. On May 11, 2005, Town Council approved a Site Plan Modification to add a mezzanine to Building E, relocate 2 handicap parking spaces, and add 18 parking parallel parking spaces to the front of the site.

Town Council approved the Condominium Plat for the Bighorn Center on May 10, 2006. The plat condominiumized Buildings A-F, created drainage and utility easements, and dedicated Tracts A and B to the Town for construction of a pumphouse and related water facilities. During the preparation of the Condominium Plat for the Bighorn Center, it was found that the Building A encroached 1.5 feet into the 12th Street ROW. In response, Town Council approved Ordinance 2006-11, vacating an additional 1,695 square feet. Town Council also approved the Bighorn Center Pumphouse Construction and Utility Easement Agreement.

On March 11, 2009, Town Council approved a Site Plan Modification to enclose 495 square feet of outdoor covered storage area under the canopy in the front of Building A. The Bighorn Lumber/Ace Hardware store vacated Buildings A and B in 2012.

On October 9, 2013, Town Council approved the Murdoch's Ranch and Home Supply Conditional Use Permit for '*Recreational Vehicle Sales and Service*', and Site Plan Modification to add 36 parking spaces, construct a fenced area, and make minor changes to Buildings A and B. That same night, Town Council also approved a Variance to allow a wall mounted sign greater than 100 square feet in the HWY 9 Sign District for Murdoch's. On November 13, 2013, Town Council approved a Variance to allow two freestanding signs in the HWY 9 Sign District.

DISCUSSION: The proposed Replat defines the space enclosed by Buildings A and B of the Bighorn Center, and depicts utility easements that were previously recorded via separate document. Staff finds that the Replat meets the requirements of Section 4-5-13, Condominium, Cooperative, Planned Community Plat; Section 4-5-14, Replat, Vacation, or Plat Amendment; and Section 4-5-15, Certifications.

STAFF RECOMMENDATION: Staff recommends approval of the Replat of the Condominium Map of Buildings A and B of the Bighorn Center.

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

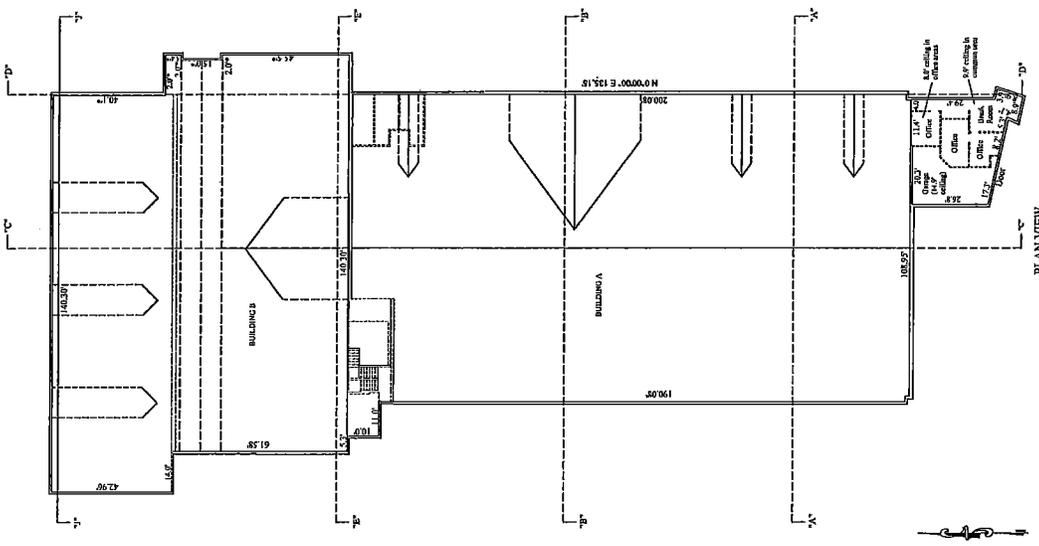
EXHIBITS: Exhibit A - Replat

MANAGER'S COMMENTS:

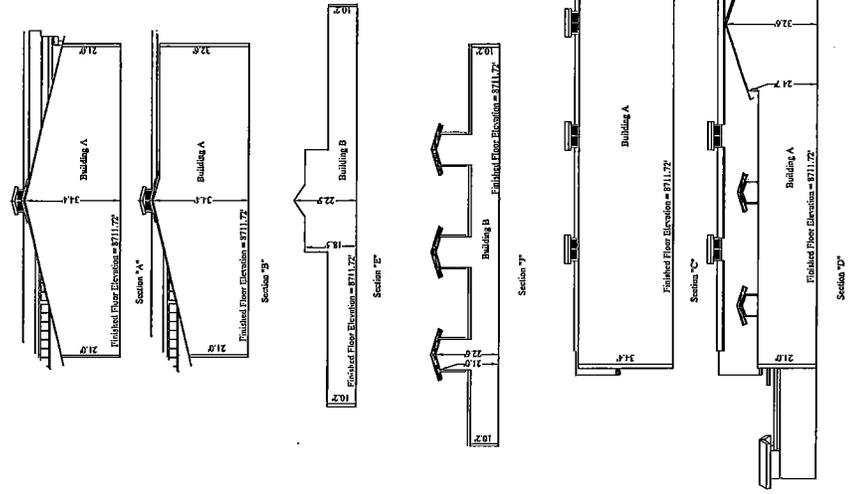
Buildings A and B, Plans and Sections

A Replot of the Condominium Map of Buildings A and B

of The BIGHORN Center
 a Condominium Map filed under Reception Number 623971
 in the County of Park
 State of Colorado
 (Sheet 3 of 3)



ALL NOTES
 1) Dimensions of buildings to be shown in this replot are as shown on the original map. No other information is implied herein.
 2) Elevation dimensions shown are in the units of the finished ceiling surface.
 3) Drawing Scale: 1 inch = 20 feet.
 4) Dimensions are to be shown in accordance with the instructions.
 5) Elevation dimensions shown are in the units of the finished ceiling surface.
 6) Elevation dimensions shown are in the units of the finished ceiling surface.
 7) Dimensions are to be shown in accordance with the instructions.



SECTION VIEWS



Blue River Land Surveying
 A Replot of the Condominium Map of
 of The BIGHORN Center
 a Condominium Map filed under
 Reception Number 623971
 in the County of Park
 State of Colorado
 PO Box 1800 Frisco, CO 80443
 www.blueriverlandsurveying.com

Survey No. 1800-2016
 Survey Date: July 04, 2016
 Applicant:
 Project Number: 11108

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Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager 
Mark Leidal, AICP, Assistant Town Manager 
FROM: Matt Gennett, AICP, Planning Manager 
DATE: July 7, 2016, for the meeting of July 13, 2016
SUBJECT: Replat - Angler Mountain Ranch Lakeside Townhomes, Filing No. 8 – First Amendment (Project No. PT2014-21)

SUMMARY: The applicant, Tim Crane of Compass Homes Development, is requesting approval of a Replat for Angler Mountain Ranch (AMR) Lakeside Townhomes, Filing No. 8 – First Amendment. The proposed Replat is for two triplex structures that are currently under construction on Tract 8A. The Replat will create a total of six (6) triplex units on Tract 8A, and will result in each of the aforementioned buildings containing three residences subdivided as separate triplex units.

PREVIOUS COUNCIL ACTION: On May 10, 2006, the Town Council approved the Sketch Plan for a Major PUD Amendment and Residential Subdivision for Angler Mountain Ranch which contemplated a total of 241 residential units. Town Council on February 14, 2007, approved the AMR Preliminary Subdivision Plat with conditions. Final PUD zoning on the AMR project was approved by Town Council on May 14, 2007. Final Subdivision approval for Filings 1 and 2 of AMR was approved in May of 2007, and Filings 3 and 4 were approved in June of 2008. On May 13, 2009, the AMR Major PUD Amendment was given Final Plan approval reducing the total density to 232 residential units. Angler Mountain Ranch Lakeside Townhomes, Filing No. 5 was approved by Council on July 10, 2013. The Final Site Plan for AMR Lakeside Townhomes, Filing No. 5 – First Amendment, was approved by Council on August 14, 2013. On April 9, 2014 Council approved the Preliminary Subdivision and Site Plan for AMR Lakeside Townhomes, Filing No. 6. On September 10, 2014, Council approved the Minor Subdivision and Final Site Plan for Tract 6A, AMR Lakeside Townhomes, Filing No. 6. The Final Plat, SIA, and Site Plan for Lakeside Townhomes Filing No. 7, were approved on May 13, 2015. The Final Plat, SIA, and Site Plan for Lakeside Townhomes Filing No. 8, were approved on October 14, 2015.

BACKGROUND: As the development of Angler Mountain Ranch Lakeside Townhomes proceeds, the applicant will continue to submit replat applications to subdivide the duplex and triplex structures into individual units for sale as each building is constructed, in keeping with the process followed for previous filings. AMR Lakeside Townhomes will result in a final density of 127 units out of a total of 130 units approved in Planning Area 2 ('PA-2'). The development of AMR Lakeside Townhomes, Filing No. 8 – First Amendment, is progressing in phases, in keeping with the previous filings of Lakeside Townhomes. AMR Lakeside Townhomes, Filing No. 8 – First Amendment, subdivides Lots 49 and 50 into separate triplex units (49A, 49B, and 49C; and, 50A, 50B, and 50C) as shown on the Replat attached to this memo (Exhibit A).

DISCUSSION: All six units will be accessed via driveways directly off of Fly Line Drive. Typical General Common Elements (GCE) and Limited Common Elements (LCE) are also being created with the proposed Replat. Staff finds that this Replat application meets the requirements of Town Code Section 4-5-14(3), which regulates the replatting of land.

Town of Silverthorne
Council Agenda Memorandum

STAFF RECOMMENDATION: Staff recommends approval of the Replat for Angler Mountain Ranch Lakeside Townhomes, Filing No. 8 – First Amendment.

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: Angler Mountain Ranch Lakeside Townhomes, Filing No. 8 – First Amendment

MANAGER'S COMMENTS:

ANGLER MOUNTAIN RANCH LAKESIDE TOWNHOMES FILING NO. 8 - FIRST AMENDMENT
A RESUBDIVISION OF TRACT 8A ANGLER MOUNTAIN RANCH LAKESIDE TOWNHOMES FILING NO. 8
LOCATED IN THE SOUTH 1/2 OF SECTION 36 T.4S., R.78W. OF THE 6TH P.M.
TOWN OF SILVERTHORNE, SUMMIT COUNTY, COLORADO
SHEET 1 OF 2

DEED NOTES

1. RECITATION: QUINN HAS RECEIVED THE HONORABLE AND RESPECTED ADVICE OF COUNSEL IN THE PREPARATION OF THIS DEED AND HAS BEEN FULLY ADVISED OF THE NATURE AND EXTENT OF THE INTERESTS OF THE PARTIES HERETO AND THE RIGHTS OF THE PUBLIC IN THE PROPERTY HEREIN DESCRIBED AND HAS VOLUNTARILY AND KNOWINGLY EXECUTED THIS DEED.

2. EXPENSES

A. A RELEVANT RECORDING, GIFT AND RECEIPT HAS BEEN OBTAINED AND THE SAME IS HEREBY MADE A PART OF THIS DEED.

3. EVIDENCE

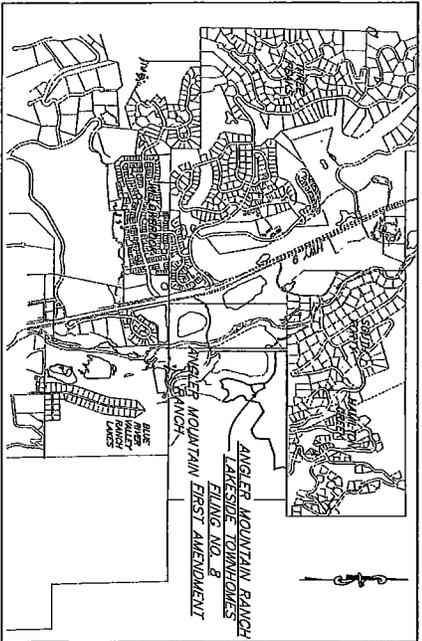
A. THE PARTIES HAVE AGREED TO THE RECORDATION OF THIS DEED IN THE PUBLIC RECORDS OF THE COUNTY OF SUMMIT, COLORADO.

4. EVIDENCE

A. THE PARTIES HAVE AGREED TO THE RECORDATION OF THIS DEED IN THE PUBLIC RECORDS OF THE COUNTY OF SUMMIT, COLORADO.

5. EVIDENCE

A. THE PARTIES HAVE AGREED TO THE RECORDATION OF THIS DEED IN THE PUBLIC RECORDS OF THE COUNTY OF SUMMIT, COLORADO.



VICINITY MAP

CERTIFICATION OF DEDICATION AND DIMENSION
I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR, DO HEREBY CERTIFY THAT THE DIMENSIONS AND AREA OF THE LAND DESCRIBED IN THE FOREGOING DEED ARE CORRECT AND ACCURATE AND THAT THE SAME HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, COLORADO.

STATE OF COLORADO
COUNTY OF SUMMIT
I, _____, Surveyor, do hereby certify that the above is a true and correct copy of the original record as the same appears in the public records of this county.

STATE OF COLORADO
COUNTY OF SUMMIT
I, _____, Clerk of the County, do hereby certify that the above is a true and correct copy of the original record as the same appears in the public records of this county.



STATEMENT OF DEEDS
I, the undersigned, being duly qualified as a Notary Public for the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the public records of this county.

TITLE COMPANY CERTIFICATE
I, the undersigned, being duly qualified as a Title Company, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the public records of this county.

Table with 2 columns: Name and Address. Includes 'RANCO-W-S-R' and 'Shawnee, CO 80059'.

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU : Ryan Hyland, Town Manager 
FROM: Michele Miller, MMC, Town Clerk
DATE: July 6, 2016 for meeting of July 13, 2016
SUBJECT: Liquor license renewal for Local Authority Consideration

SUMMARY:

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

BACKGROUND:

Mountain Interests, Inc. dba Sunshine Café – Renewal of Hotel Restaurant Liquor License

The applicant has submitted a renewal application for the Sunshine Cafe. The background investigation completed by the Police Department is attached. The Police Department has verified that all the employees who sell or serve liquor have successfully completed an alcohol program or are new hires and have sixty days to come into compliance. The Police Department recommends renewal of the liquor license.

DISCUSSION:

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

STAFF RECOMMENDATION:

Staff recommends approving the renewal applications. 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 MOUNTAIN INTERESTS, INC. DBA SUNSHINE CAFE – RENEWAL OF HOTEL RESTAURANT LIQUOR LICENSE.

ATTACHMENTS:

Liquor license renewal application and Police Department memo.

MANAGERS COMMENTS:



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

DATE: July 6, 2016
TO: Michele Miller
FROM: Officer Anne Baldwin
SUBJECT: Background check for hotel and restaurant liquor license – malt, vinous and spirituous renewal license application, Sunshine Cafe

Since their last application, Sunshine Café has not had any alcohol related incidents on or around their property.

All Sunshine Café employees have completed TIPS training in 2016 and are currently certified to serve alcohol, as required by Town of Silverthorne code 2-8-18, *Education Requirements*.

Based on the background information of the Silverthorne Police Department, we do not have any objections to the approval of this hotel and restaurant liquor license application.

Reviewed by

Chief of Police
John Minor

July 6, 2016
Date

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

SUNSHINE CAFE
 PO BOX 6057
 SILVERTHORNE, CO 80498

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

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name Mountain Interests, Inc.		DBA Sunshine Cafe	
Liquor License # 4703296	License Type Hotel & Restaurant	Sales Tax License # 29938351	Expiration Date 7-14-16
Street Address 240 & 250 Summit Place Shopping Center, Silverthorne			Phone Number 303-842-4759
Mailing Address P.O. Box 6057, Dillon, CO 80435			
Operating Manager Tenley Spry	Date of Birth 8-16-69	Home Address 21640 Hwy 6, #216, Keystone CO	Phone Number 303-842-4759

1. Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business TENLEY SPRY	Title OWNER
Signature 	Date 7-5-16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date
Signature	Title
	Attest

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left blank*

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager
FROM: Michele Miller, MMC, Town Clerk
DATE: June 9, 2016 for meeting of July 13, 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

Due to the Governor signing SB16-197, the applicant is requesting a modification of premise to modify their liquor store so they can sell liquor in an area previously designated for soft goods sales. The new law is effective as of July 1, 2016, and allows among many other things, (20%) twenty percent of gross proceeds can come from the sale of non-alcohol products. Alcohol will be sold in conjunction with retail soft goods and another sales counter will be added. This change will add 322 square feet to the liquor store for a total of 1,150 square feet. 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 Locals Liquors		3. Trade Name
4. Location Address 354 Blue River Parkway Unit H		
City Silverthorne	County Summit	ZIP 80498

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

Section A – Manager reg/change

Section C

• License Account No. <u>18041200</u> 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>150</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 \$ _____ .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.

STORAGE PERMIT

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____

City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
 Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ Date of Hearing _____

(a) Address of current premises _____

City _____ County _____ Zip _____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City _____ County _____ Zip _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

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 <input type="checkbox"/> No <input type="checkbox"/> Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and location of establishment: _____ _____	
	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 <u>License area currently occupied by shirt shop</u> _____ (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 <input type="checkbox"/> No <input checked="" type="checkbox"/> (d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (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 <input type="checkbox"/> No <input checked="" type="checkbox"/> (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.	
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>6/7/16</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

FRANK PROVISIONS
CERTIFICATE OF OCCUPANCY



LOCAL LIQUORS
CERTIFICATE OF OCCUPANCY

Y

Y

Y

Current

1

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

50' total

30'

23'

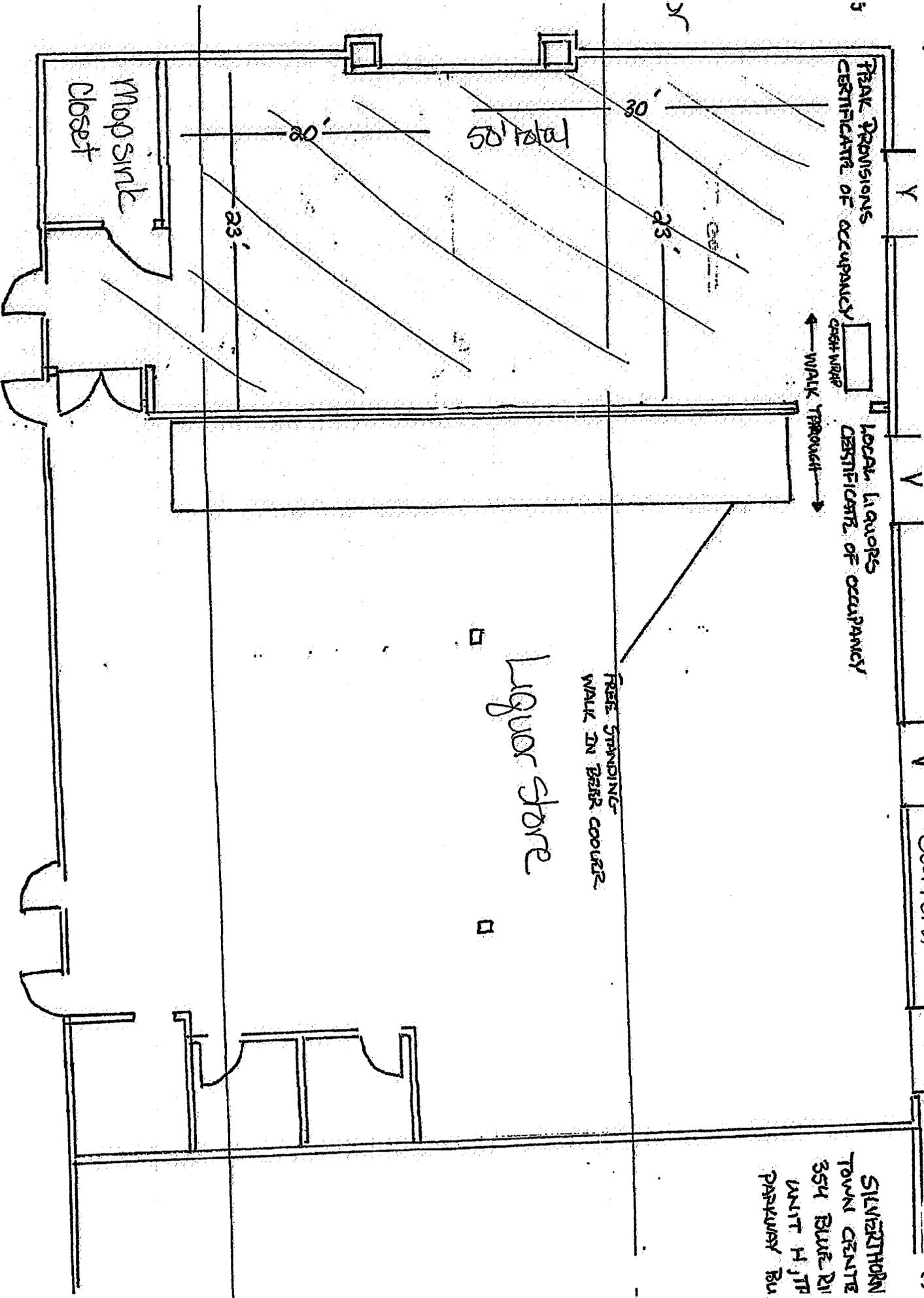
20'

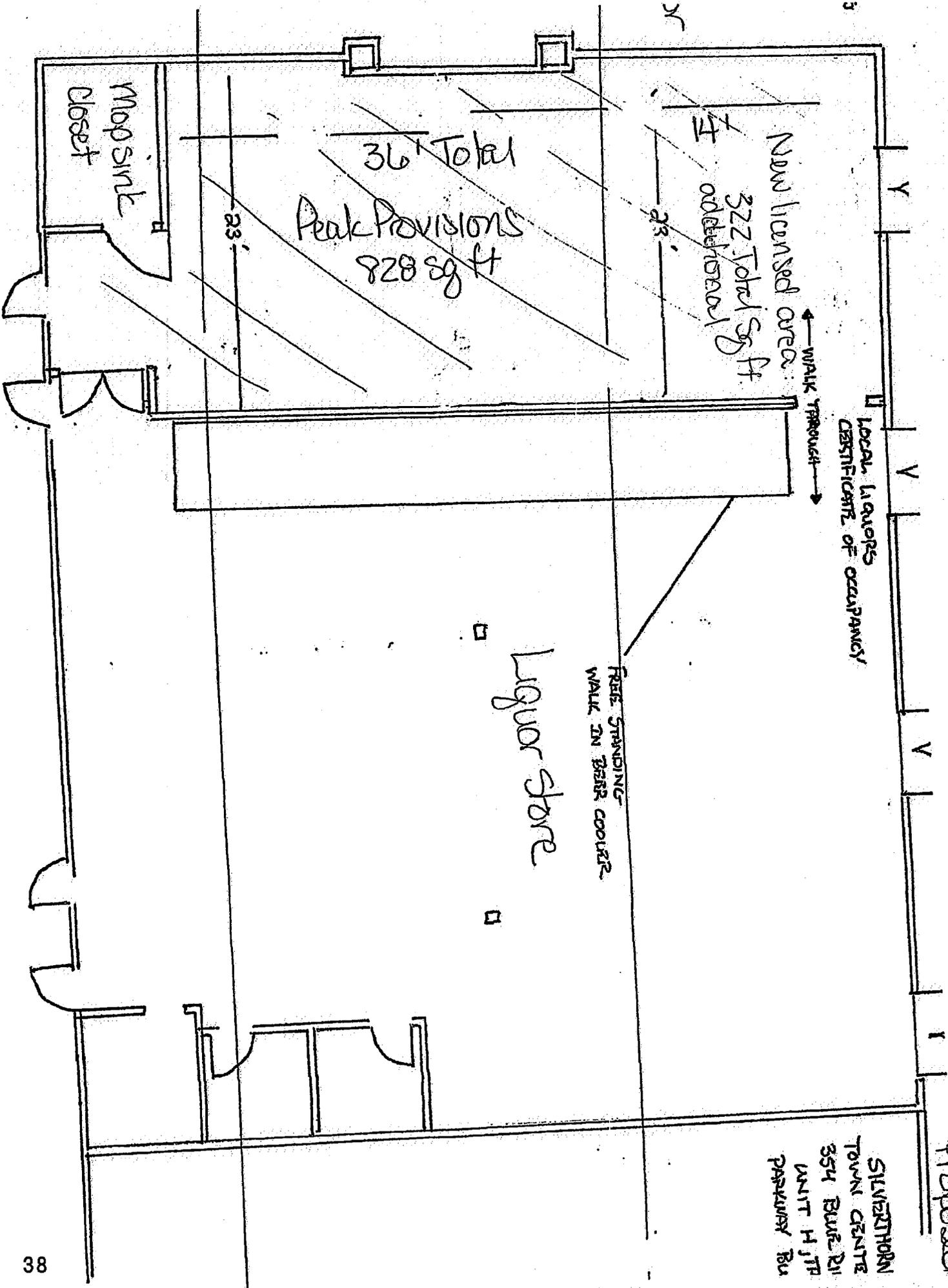
23'

Map sink
Closet

Liquor store

FREE STANDING
WALK IN BEER COOLER





36' Total
Peak Provisions
828 sq ft

New licensed area:
322 Total sq ft.
additional

← WALK THROUGH →

LOCAL LIQUOR'S
CERTIFICATE OF OCCUPANCY

FREE STANDING
WALK IN BEER COOLER

Liquor store

Mop sink
closet

23'

2'

3

PROPOSAL
SILVERTHORN
TOWN CENTER
354 BUREAU
UNIT H JTP
PARKWAY Bu

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager 
FROM: Laura Kennedy, Finance Director 
DATE: July 20, 2016 for meeting of June 22, 2016
SUBJECT: Second Reading of Ordinance# 2016-06, An Ordinance Authorizing Financing for the Purpose of the Construction of the Performing Arts Center

SUMMARY:

The Town Council is asked to consider Ordinance No. 2016-06, an ordinance authorizing the execution of a site lease between the Town and a financial institution to be identified. The financing agreement will have a maximum principal component of \$4,900,000 and an interest rate not to exceed 2.95% terminating no later than December 31, 2026.

BACKGROUND:

Through the Town's Arts and Culture Strategic Plan, it was recommended that the Town and the Lake Dillon Theater Company (LDTC) work together to bring performing arts and cultural events into the core of the Town. As part of this desire, the Town has committed to provide a facility in which to provide arts and cultural activities.

The Performing Arts Center (PAC) currently under construction is estimated to cost \$9 million. The Town's portion of these costs is estimated to be \$6.3M. The Town is expecting to require \$4.5M in funds from financing to assist in covering the \$6.3M. The remaining funds of \$1.8M will be provided by prior year surpluses in the General and Sales Tax Capital Improvement funds.

PREVIOUS COUNCIL ACTION:

The Pre Development Agreement for the Town of Silverthorne and Lake Dillon Theatre Company Project was approved in June of 2015. At the Council meeting of April 13, 2016 Council approved both Resolution No. 2016-11 Silverthorne PAC, Construction Contract as well as the Amended Interim Funding Agreement with Lake Dillon Theatre Company. Ordinance 2016-04 to appropriate funds for the financial advisory and legal counsel for the issuance of \$4.5 million in financing for the PAC construction was passed April 27, 2016. The Council approved the Development Agreement with the LDTC on June 22, 2016.

Council approved this Ordinance on first reading at the June 22nd Council meeting.

DISCUSSION:

Obtaining funding for the project is a critical step to complete the PAC. The proposal received from Key Bank had the most favorable terms and we expect to close on the

Town of Silverthorne
Council Agenda Memorandum

financing in mid-August. The interest rate will not be set until 3 days prior to funding, but the rate most recently quoted by Key Bank was 1.85%

STAFF RECOMMENDATION:

Staff recommends the approval of Ordinance No. 2016-06 on second and final reading.

PROPOSED MOTION:

"I move to adopt Ordinance No. 2016-6 on second and final reading, an ordinance authorizing the Financing for the Purpose of the Construction of the Performing Arts Center."

ATTACHMENTS:

1. Ordinance #2016-06
2. Exhibit A: Draft Site Lease
3. Exhibit B: Draft Lease

MANAGER'S COMMENTS:

TOWN OF SILVERTHORNE, COLORADO

ORDINANCE NO. 2016-06

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWN OF SILVERTHORNE OF A SITE LEASE BETWEEN THE TOWN AS LESSOR AND A FINANCIAL INSTITUTION TO BE IDENTIFIED, AND, IN CONNECTION THEREWITH, A LEASE PURCHASE AGREEMENT BETWEEN THE TOWN, AS LESSEE, AND SUCH FINANCIAL INSTITUTION, WITH RESPECT TO CERTAIN REAL AND PERSONAL PROPERTY FOR THE PURPOSES OF FINANCING THE CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES TO BE THE TOWN'S PERFORMING ARTS COMPLEX; AUTHORIZING OFFICIALS OF THE TOWN TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY AND PROVIDING FOR RELATED MATTERS

WHEREAS, the Town of Silverthorne, Colorado (the "Town") is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Town of Silverthorne Home Rule Charter (the "Charter"); and

WHEREAS, pursuant to Section 1.2 of the Charter, the Town has all the power of local self-government and home rule and all power possible for a municipality to have under the Constitution and laws of the State of Colorado; and

WHEREAS, pursuant to Section 1.3 of the Charter, the Town has full authority, power and control over all Town owned property, including but not limited to, all power and authority to sell and lease such property; and

WHEREAS, pursuant to Section 14.1 of the Charter, the Silverthorne Town Council (the "Council") may, by ordinance, lease any property actively in use as the Town hall to any person, firm or corporation, public or private, for a term of more than five years without a vote of the registered electors of the Town at a regular or special election; and

WHEREAS, in order to provide for the capital asset needs of the Town, the Council has previously determined and hereby determines that it is necessary and in the best interests of the Town and its citizens that the Town undertake lease purchase financing of sites, buildings, equipment and other property owned by the Town for governmental or proprietary purposes; and

WHEREAS, the Town is the owner of the fee simple interest in the real property, fixtures, permanent improvements and structures constituting the Silverthorne Town Hall located at 601 Center Circle, Silverthorne, Colorado 80498 (the "Town Hall"); and

WHEREAS, the Council desires to undertake the financing of the construction and improvement of certain facilities to be used as a performing arts complex (the "Project") within the Town limits; and

WHEREAS, for the purpose of providing funds for the implementation of the Project, the Council has determined to enter into a site lease (the "Site Lease") of the Town's interest in the Town Hall (the "Leased Property") to a financial institution (as more particularly described herein, the "Investor"); and

WHEREAS, for the purpose of providing funds for the implementation of the Project, the Council has determined to enter into a Lease Purchase Agreement (the "Lease") with the Investor with respect to the Leased Property; therefore

THE COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO, ORDAINS AS FOLLOWS:

Section 1. Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this ordinance (the "Ordinance"), by the Council or the officers of the Town, directed toward the implementation of the Project, including without limitation the preparation of the forms of Lease and the Site Lease and related documents, are hereby ratified, approved and confirmed.

Section 2. Findings; Authorizations. The Council hereby finds and determines, pursuant to the Town's home rule powers and all applicable laws of the State of Colorado, that the Project is necessary, convenient, and in furtherance of the governmental purposes of the Town and in the best interests of the Town and its inhabitants; and the Council hereby authorizes the Project. The Town hereby elects to apply all of the provisions of the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S. (the "Supplemental Securities Act"), to the extent applicable and not inconsistent herewith, to the Lease.

Section 3. Approval and Execution of Documents; Authorized Officers; Variations in Documents. The Site Lease and the Lease, in substantially the forms filed in the office of the Town Clerk prior to the final adoption of this Ordinance and attached hereto as Exhibit A and Exhibit B respectively, are in all respects approved, authorized and confirmed, and the Mayor of the Town or any member of the Council are hereby authorized and directed to execute and deliver, and the Town Clerk of the Town or any Deputy or Assistant Town Clerk are hereby authorized and directed to affix the seal of the Town to, and attest, the Lease and the Site Lease, in substantially the forms so filed with the Town Clerk and attached hereto, with such changes as are not inconsistent with the intent of this Ordinance and are approved by bond counsel or the Town Attorney. The Council hereby authorizes and directs the Town Manager and Finance Director (and any persons authorized by law to act on their behalf in their absence) to select a financial institution to act as the Investor, and the Council hereby designates the Town Manager and the Finance Director (and any persons authorized by law to act on their behalf in their absence) to act as the "Authorized Officer" under the Lease. Prior to the execution of the Site Lease, the Lease or any other instrument contemplated by this Ordinance, the final Base Rentals (as defined in the Lease) due under the Lease shall be approved by a certificate signed by the Finance Director (a "Final Terms Certificate").

Section 4. Additional Documents. The Town Clerk is hereby authorized and directed to attest all signatures and acts of any official of the Town in connection with the matters authorized by this Ordinance. The Mayor, the members of the Council and the Authorized

Officers are hereby authorized to execute and deliver for and on behalf of the Town any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The appropriate officers of the Town are also authorized to execute on behalf of the Town agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

Section 5. Lease Terms. The Lease shall provide for the payment of Base Rentals consisting of an interest component and a principal component, and the schedule of Base Rentals incorporated in the Lease shall be approved by Final Terms Certificate, subject to the following limitations:

(a) the aggregate amount of the principal component of Base Rentals shall be determined by Final Terms Certificate and shall not exceed \$4,900,000, which amount may be financed in one or more transactions;

(b) the interest component of Base Rentals shall accrue at a rate or rates not to exceed 2.95% (exclusive of amounts, if any, accruing at the Taxable Equivalent Rate as provided in the Lease);

(c) the Lease, including all renewal terms thereof, shall terminate not later than December 31, 2026; and

(d) the Town shall have the option to purchase the Investor's interest in the Leased Property and terminate the Site Lease in the manner provided in the Site Lease and the Lease; and

Section 6. No General Obligation or Other Indebtedness. The obligation of the Town to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the Town to make current expenditures. No provision of this Ordinance, the Lease or the Site Lease shall be construed, individually or collectively with other provisions, as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the current fiscal year. The Town shall have no obligation to make any payment except in connection with the payment of the Base Rentals and certain other payments under the Lease, which payments shall be subject to termination and nonrenewal by the Town in accordance with the provisions of the Lease.

Section 7. Expression of Need. The Town hereby declares its current need for the Leased Property. It is hereby declared to be the present intention and expectation of the Council that the Lease will be renewed annually until the Site Lease is terminated and all of the Investor's interest in the Leased Property is acquired by the Town pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the Town.

Section 8. Reasonable Rentals. The Council hereby determines and declares that the Base Rentals due under the Lease, so long as they are within the limits provided in this Ordinance, will represent the fair value of the use of the Leased Property, and that the Purchase

Option Price (as defined in the Lease) will represent, as of any date upon which the Town may exercise its option to purchase the Investor's interest in such Leased Property, the fair purchase price thereof. The Council further hereby determines and declares that the Base Rentals due under the Lease and authorized hereby will not exceed a reasonable amount so as to place the Town under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Investor's interest in the Leased Property pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring the Leased Property, the uses and purposes for which the Leased Property is employed by the Town, the term of the Site Lease, the use of the Leased Property pursuant to the terms and provisions of the Site Lease and the Lease, the Town's option to purchase the Investor's leasehold interest in the Leased Property, the Town's right to cause the termination of the Lease by declining to appropriate funds, and the expected eventual vesting, release or reversion in or to the Town of both title to and possession of the Leased Property, free and clear of the Site Lease. The Council hereby determines and declares that the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Leased Property were performed by the Town other than pursuant to the Lease. The Council hereby determines and declares that, after execution and delivery of the Lease, the maximum duration of the Lease, or the portion thereof allocable to any item of Leased Property separately identified in the Lease, will not exceed the weighted average useful life of such item or items of Leased Property.

Section 9. Severability. If any section, paragraph, clause or provision of this Ordinance, the Lease or the Site Lease (other than provisions as to the payment of Base Rentals by the Town during the term of the Lease, provisions for the quiet enjoyment of the Leased Property by the Town during the term of the Lease, and provisions for the conveyance or release of the Investor's interest in the Leased Property to the Town under the conditions provided in the Site Lease and the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. Repealer of Measures. All acts, orders, resolutions, ordinances or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

Section 11. Qualified Tax-Exempt Obligation. The Town Council hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 12. Public Inspection. The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.

Section 13. Effective Date. This Ordinance shall become effective and be in force immediately upon final passage at second reading.

INTRODUCED, READ AND APPROVED ON FIRST READING THE 22ND DAY OF JUNE, 2016.

READ AND ADOPTED ON SECOND AND FINAL READING AFTER CONDUCTING A PUBLIC HEARING ON THE 13TH DAY OF JULY, 2016.

TOWN OF SILVERTHORNE, COLORADO

By: _____
Bruce Butler, Mayor

Attest:

Michele Miller, Town Clerk

Approved on First Reading:	_____	, 2016
Published by Title Only on First Reading:	_____	, 2016
Approved on Second Reading:	_____	, 2016
Published by Title Only on Second Reading:	_____	, 2016

EXHIBIT A
FORM OF SITE LEASE

[Please see attached]

SITE LEASE

between

TOWN OF SILVERTHORNE, COLORADO
as Lessor,

and

[BANK]
as Lessee

Dated August __, 2016

SITE LEASE

THIS SITE LEASE, dated as of August __, 2016 (this "Site Lease"), between the **TOWN OF SILVERTHORNE, COLORADO**, as lessor (the "Town"), a home rule municipality and political subdivision of the State of Colorado (the "State") organized and existing under Article XX of the Colorado Constitution and the Town of Silverthorne Home Rule Charter (the "Charter"), and [BANK], a national banking association, as lessee (together with its successors and assigns, the "Bank");

WITNESSETH:

WHEREAS, the Town is a duly and regularly created, organized and existing home rule municipality and political subdivision of the State, existing as such under the State Constitution and the Charter; and

WHEREAS, pursuant to Section 1.2 of the Charter, the Town has all the power of local self-government and home rule and all power possible for a municipality to have under the Constitution and laws of the State of Colorado; and

WHEREAS, pursuant to Section 1.3 of the Charter, the Town has full authority, power and control over all Town owned property, including but not limited to, all power and authority to sell and lease such property; and

WHEREAS the Town Council of the Town (the "Council") desires to finance the construction and improvement of certain facilities to be the Town's performing arts complex (the "Project"); and

WHEREAS, the Town is the owner of the fee simple interest in the real property, fixtures, permanent improvements and structures known as Town Hall and described in Exhibit A to the Lease (as defined below) (the "Leased Property"); and

WHEREAS, in order to finance the costs of the Project, the Council desires to demise to the Bank, pursuant to this Site Lease a leasehold interest in the Leased Property for a lump-sum payment of \$_____ (the "Bank Rental Payment") and sublease the Leased Property back from the Bank pursuant to that certain Lease Purchase Agreement dated as of the date of this Site Lease (the "Lease") between the Bank, as sublessor, and the Town, as sublessee; and

WHEREAS, the financing of the Project, and the execution, performance and delivery of this Site Lease and the Lease have been authorized, approved and directed by the Council by a resolution or resolutions duly passed and adopted by the Council;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease.

Site Lease and Term. The Town hereby leases to the Bank and the Bank hereby leases from the Town, on the terms and conditions hereinafter set forth, the Leased Property, which consists of the real property (including all fixtures, permanent improvements and structures thereon, whether existing now or hereafter) described in Exhibit A attached hereto and made a part hereof, subject to Permitted Encumbrances as set forth in Exhibit B hereto. Such lease to the Bank is hereby determined to be in the best interests of the Town and its inhabitants.

The term of this Site Lease shall commence on the date hereof and shall end on December 31, 2031 (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If prior to the Site Lease Termination Date, the interest of the Bank in the Leased Property has been purchased by the Town pursuant to the Lease as a result of the Town's payment of (i) the related Purchase Option Price thereunder or (ii) all Base Rentals and Additional Rentals as provided in Section 11.02 of the Lease, then the term of this Site Lease shall end immediately upon such payment.

Rent and Payment. The Town acknowledges receipt from the Bank of the Bank Rental Payment, as full payment of rent hereunder, together with other good and valuable consideration. The Town hereby covenants to apply or cause to be applied such funds solely to the costs of the Project and the costs of execution and delivery of this Site Lease and the Lease.

Purpose. The Bank shall use the Leased Property for the purpose of subletting the same to the Town pursuant to the Lease; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Default under the Lease, the Town shall vacate the Leased Property as provided in the Lease, the Bank may exercise the remedies provided in the Lease and the Bank may use or sublet the Leased Property for the remaining term of the Site Lease for any lawful purposes.

Owner in Fee. The Town covenants that as of the date hereof, it is the owner in fee of the Leased Property, subject only to Permitted Encumbrances as set forth in Exhibit B hereto.

Assignments and Subleases. Unless an Event of Nonappropriation or an Event of Default under the Lease shall have occurred and except as may otherwise be provided in the Lease, the Bank may not assign its rights under this Site Lease or sublet the Leased Property without the written consent of the Town. Except as provided in this Site Lease or in the Lease, neither the Town nor the Bank will sell, mortgage or encumber the Leased Property or any portion thereof during the term of this Site Lease.

In the event that (a) the Lease is terminated for any reason and (b) this Site Lease is not terminated, the Bank may sublease the Leased Property or any portion thereof, or sell or assign its interest in this Site Lease, for the remaining term of this Site Lease. Any such purchaser from the Bank or assignee of the Bank shall be included in the term "Bank" for the purposes of this Section 6 of this Site Lease. The Bank may apply any revenues received by it from the exercise of its remedies hereunder and under the Lease first to the payment of any fees and expenses incurred by Bank in connection with this Site Lease and exercising its rights and remedies hereunder and under the Lease.

In the event that (x) the Lease has been terminated for any reason, (y) this Site Lease is not terminated and (z) the Town has vacated and surrendered possession of the Leased Property to the Bank as required under the provisions of Section 6.06 or Section 13.01 of the Lease, the Town may acquire the Bank's (or any successor's or assignee's) interest in the Leased Property, if and only if the Town satisfies the following conditions:

the Town provides written notice to the Bank (or any successors or assignees) of its intent to acquire such interest at least 30 days prior to the Town's proposed acquisition date (the "Purchase Date");

the Town agrees to assume, as lessor or landlord, all then existing leases or tenancies with respect to the Leased Property on the Purchase Date;

the Town provides, at the Town's expense, all documents necessary to accomplish such acquisition and the assignment and assumption of such leases and tenancies on the Purchase Date; and

the Town pays to the Bank an acquisition price equal to the sum of:

the Lease Balance outstanding as of the date of termination of the Lease, less any net amounts received by the Bank from the exercise of its remedies hereunder, plus

an amount equal to the Bank's expenses related to the Leased Property for the period of time commencing on the date of the termination of the Lease to and including the Purchase Date (which amount shall be conclusively determined by the Bank), less any such expenses that have previously been reimbursed to the Bank, plus

an amount equal to any legal, real estate and other professional costs associated with the Leased Property, including but not limited to amounts related to legal advice regarding the Event of Nonappropriation or the Event of Default under the Lease, amounts related to protecting the Bank's rights under this Site Lease and amounts related to the sale and/or assignment of the Bank's rights under this Site Lease to the Town or to third parties, plus

an amount equal to the interest accruing on the Lease Balance from the date of Lease termination to and including the Purchase Date at a rate of __%, plus

an amount equal to the accrued interest on amounts due under (ii) and (iii) accruing from the date of such expenditure to and including the Purchase Date at a rate of __%.

Right of Entry. The Town reserves the right, so long as no Event of Nonappropriation or Event of Default shall have occurred under the Lease, for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Termination. The Bank agrees, upon the termination of this Site Lease, to vacate and surrender the Leased Property and any fixtures, permanent improvements and structures then located thereon, to the Town, subject to Permitted Encumbrances including any leases or tenancies granted by the Bank following an Event of Nonappropriation or Event of Default and expiring on or before December 31, 2031 (as further provided in Section 6 hereof), provided that upon termination of this Site Lease the Town shall have assumed and succeeded to the rights of the Bank with respect to any such leases or tenancies (as further provided in Section 6 hereof). The Bank agrees that any fixtures, permanent improvements and structures located upon the Leased Property at the time of the termination of this Site Lease shall remain thereon and all right, title and interest of the Bank therein shall vest in the Town. Upon the termination of this Site Lease, the Town shall prepare, at its expense, a release of this Site Lease, in form reasonably acceptable to the Bank, which release the Bank agrees to execute and deliver to the Town, provided that the Town shall be responsible for recording thereof.

Default. Upon the payment of the Bank Rental Payment, the payment obligations of the Bank to the Town hereunder shall be deemed fully performed by the Bank and the leasehold interest granted hereby shall be fully vested in the Bank. In the event the Bank shall be in default in the performance of any other obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following written notice and demand from the Town for correction thereof to the Bank, the Town may exercise any and all remedies granted by law, except that such remedies shall not include termination of this Site Lease, and no merger of this Site Lease and the Lease shall be deemed to occur as a result of the exercise of such remedies.

Quiet Enjoyment and Acknowledgment of Leasehold; Granting of Easements. The Bank at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy the Leased Property and any fixtures, permanent improvements and structures located on the Leased Property, subject to the provisions of the Lease, and the Town hereby acknowledges that the Bank shall have a leasehold interest in the land comprising the Leased Property and in all fixtures, permanent improvements and structures located on the Leased Property, subject to the Lease.

Upon the request of the Bank and the consent of the Town, which shall not be unreasonably withheld or delayed, the Town shall promptly grant such easements in the Leased Property in such form and content as are reasonably necessary to exercise the Bank's rights and remedies under the Lease and this Site Lease including but not limited to, its rights to exercise its remedies under the Lease and its rights to occupy and sublease the Leased Property in the event of termination of the Lease.

Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Bank are solely the liabilities of the Bank, and the Town hereby releases each and every director, member, officer, employee and agent of the Bank of and from any personal or individual liability under this Site Lease. No director, member, officer, employee or agent of the Bank shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Bank hereunder.

Taxes; Maintenance; Insurance. During the Lease Term of the Lease and in accordance with the provisions of the Lease, the Town covenants and agrees to pay any and all

assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon, and all maintenance costs and utility charges in connection with the Leased Property and any improvements thereon. In the event that the Lease is terminated for any reason and this Site Lease is not terminated, the Bank or any sublessee or assignee of the Leased Property shall pay or cause to be paid when due all taxes and assessments imposed thereon and maintain the Leased Property in good condition, provided that the determination of "good condition" shall be made solely by the Bank or such sublessees or assignees in the reasonable exercise of their discretion, giving consideration to the lawful uses of the Leased Property at any such time and from time to time.

The provisions of the Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the Lease. The Bank agrees to maintain, at its expense, the property and casualty insurance coverages required by the Lease following the termination of the Lease if this Site Lease is not terminated.

Notwithstanding the foregoing or any provisions to the contrary contained herein or in the Lease, the Bank's obligations to make any payments pursuant to this Section 12 related to assessments, taxes, maintenance, utility charges and insurance of the Leased Property shall be limited to any proceeds received by the Bank from the exercise of its remedies under the Lease and this Site Lease.

Damage, Destruction or Condemnation. The provisions of the Lease shall govern with respect to any damage, destruction or condemnation of the Leased Property or any improvements and structures built on the Leased Property during the Lease Term of the Lease. In the event that (a) the Lease is terminated for any reason, (b) this Site Lease is not terminated and (c) any improvements and structures built on the Leased Property or any portion thereof are damaged or destroyed, in whole or in part, by fire or other casualty, the Bank shall be entitled to the net proceeds of any insurance claim. In the event that (a) the Lease is terminated for any reason, (b) this Site Lease is not terminated and (c) title to or use of the Leased Property, any fixtures, permanent improvements or structures then located on the Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the Bank shall be entitled to the net proceeds from said condemnation in an amount equal to the Purchase Option Price in effect on the date of termination of the Lease plus the Bank's reasonable expenses in connection with any such casualty or condemnation event (including those expenses pursuant to Section 12 hereof incurred from the date of such casualty or condemnation event or the date the Lease is terminated), and the Town shall be entitled to any remaining net proceeds in excess of said amount.

Waiver of Jury Trial. ALL PARTIES TO THIS SITE LEASE HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THIS SITE LEASE AND THE LEASE.

Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which

becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

No Merger. The Town and the Bank intend that the legal doctrine of merger shall have no application to this Site Lease and that neither the execution and delivery of the Lease by the Bank and the Town nor the exercise of any remedies under this Site Lease or the Lease shall operate to terminate or extinguish this Site Lease or the Lease, except as specifically provided herein and therein.

Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease, or to such other addresses as the respective parties may from time to time designate in writing.

Amendments. This Site Lease may not be amended, changed, modified or altered without the prior written consent of the Town and the Bank.

Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same Site Lease.

[Signature Page of Site Lease Follows]

IN WITNESS WHEREOF, the Town and the Bank have caused this Site Lease to be executed by their respective officers thereunto duly authorized, and the Town has affixed its corporate seal hereto all as of the day and year first above written.

[SEAL]

TOWN OF SILVERTHORNE, COLORADO,
as Lessor

By _____
Mayor of the Town of Silverthorne

Attest:

By _____
Town Clerk of the
Town of Silverthorne

[BANK], as Lessee

By: _____
Name: _____
Title: _____

[Signature Page to Site Lease]

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

This instrument was acknowledged before me this ____ day of _____, 2016, by Bruce Butler, as Mayor of the Town of Silverthorne, Colorado, and by _____, as Town Clerk of the Town of Silverthorne.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of [BANK], a national banking association.

WITNESS my hand and official seal.

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

[To be updated with legal description of the Town Hall property]

EXHIBIT B
PERMITTED ENCUMBRANCES

[To be updated]

EXHIBIT B
FORM OF LEASE

[Please see attached]

LEASE PURCHASE AGREEMENT

between

[BANK],
as Lessor,

and

TOWN OF SILVERTHORNE, COLORADO,
as Lessee

Dated August __, 2016

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT dated as of August __, 2016 (this "Lease"), between [**BANK**], a [national banking association] (together with its successors and assigns, the "Bank"), as lessor, and the **TOWN OF SILVERTHORNE, COLORADO** (the "Town"), a home rule municipality and political subdivision of the State of Colorado (the "State") organized and existing under Article XX of the Colorado Constitution and the Town of Silverthorne Home Rule Charter (the "Charter"), as lessee;

WITNESSETH:

WHEREAS, the Town is a duly and regularly created, organized and existing home rule municipality and political subdivision of the State, existing as such under the State Constitution and the Charter; and

WHEREAS, pursuant to Section 1.2 of the Charter, the Town has all the power of local self-government and home rule and all power possible for a municipality to have under the Constitution and laws of the State of Colorado; and

WHEREAS, pursuant to Section 1.3 of the Charter, the Town has full authority, power and control over all Town owned property, including but not limited to, all power and authority to sell and lease such property; and

WHEREAS the Town Council of the Town (the "Council") desires to finance the construction and improvement of certain facilities to be the Town's performing arts complex (the "Project"); and

WHEREAS, the Town is the owner of the fee simple interest in the real property, fixtures, permanent improvements and structures known as Town Hall and described in Exhibit A to this Lease (the "Leased Property"); and

WHEREAS, in order to finance the costs of the Project, the Council desires to demise to the Bank, pursuant to that certain Site Lease to be dated its date of execution and delivery (the "Site Lease") between the Town, as lessor, and the Bank, as lessee, a leasehold interest in the Leased Property for a lump-sum payment of \$_____ (the "Bank Rental Payment") and sublease the Leased Property back from the Bank pursuant to this Lease; and

WHEREAS, the obligation of the Town to pay Base Rentals and Additional Rentals (both as hereinafter defined) hereunder shall be from year to year only; shall constitute currently budgeted expenditures of the Town; shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year (defined herein); and shall not constitute a general obligation or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the Town in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect; and

WHEREAS, the financing of the Project, and the execution, performance and delivery of the Site Lease and this Lease have been authorized, approved and directed by the Council by an ordinance duly passed and adopted by the Council;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto:

Bank	Lease
Bank Rental Payment	Site Lease
Charter	State
Council	

Additional Definitions. The following additional terms shall have the meanings specified below:

“Additional Rentals” means the cost of all (a) reasonable expenses and fees of the Bank related to the performance of the provisions of the Site Lease and this Lease related to the Leased Property, or otherwise incurred at the request of the Town, (b) taxes, if any, insurance premiums, utility charges, maintenance, upkeep, repair, improvement and replacement in respect of the Leased Property, and (c) all other charges and costs which the Town assumes or agrees to pay as Additional Rentals hereunder (together with all interest and penalties that may accrue thereon in the event that the Town shall fail to pay the same). Additional Rentals do not include Base Rentals.

“Authorized Officer of the Town” means any person authorized by the Charter or official action of the Council to perform any act or execute any document on behalf of the Town.

“Base Rentals” means the payments payable by the Town during the Lease Term pursuant to Section 6.02 of this Lease and as set forth in Exhibit B, as it may be amended hereunder from time to time, which constitute the payments payable by the Town for and in consideration of the right to use the Leased Property during the Lease Term.

“Base Rental Payment Dates” means June 1 and December 1 of each Fiscal Year during the Lease Term.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Denver, Colorado are closed.

“Code” means the Internal Revenue Code of 1986, as amended, and all regulations and rulings promulgated thereunder.

“*Counsel*” means an attorney at law or law firm (who may be counsel for the Bank or the Town) who is satisfactory to both the Town and the Bank.

“*Environmental Regulations*” is defined in Section 2.01(e).

“*Event of Default*” means one or more events of default as defined in Section 13.01 of this Lease.

“*Event of Nonappropriation*” means a termination of this Lease by the Town, determined by the Town’s failure for any reason, to duly enact by the last day of each Fiscal Year an appropriation ordinance or resolution for the ensuing Fiscal Year which includes (a) by specific line item reference amounts authorized and directed to be used to pay all Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, as provided in Section 6.06 of this Lease. The term also includes the giving of notice under Section 4.01 of this Lease of the Town’s intention to terminate and the occurrence of an event described in Section 6.06 of this Lease relating to the failure by the Town to appropriate amounts due as Additional Rentals in excess of the amounts estimated to become due. An Event of Nonappropriation may also occur under certain circumstances described in Section 9.03(c) of this Lease.

“*Fiscal Year*” means the fiscal or budget year of the Town.

“*Force Majeure*” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the Town.

“*Hazardous Substances*” is defined in Section 2.01(e).

“*Insurance Consultant*” means an independent person or firm acceptable to the Town experienced in providing the specific type of insurance in question and capable of making an evaluation of the actuarial risk of loss from the types of events customarily covered by such insurance policies.

“*Lease Balance*” means, as of any date, the Remaining Lease Balance shown in Exhibit B hereto as of the last preceding Base Rental Payment Date, together with any installments of the principal component of Base Rentals which have previously come due and remain unpaid.

“*Lease Rate*” means ___% per annum.

“*Lease Remedy*” or “*Lease Remedies*” means any or all remedial steps provided in Section 13.02 of this Lease whenever an Event of Default hereunder has happened and is continuing.

“*Lease Term*” means the time during which the Town is the lessee of the Leased Property under this Lease, including the Original Term and all Renewal Terms as provided in and subject

to Article IV and Sections 6.01, 6.02 and 6.06 of this Lease; certain provisions of this Lease survive the termination of the Lease Term, as provided in Section 4.02 of this Lease.

“*Leased Property*” means the property described in Exhibit A attached hereto, together with all fixtures, permanent improvements and structures located, or to be located thereon, together with any and all additions thereto and modifications and replacements thereof in accordance with the terms and provisions of this Lease.

“*Net Proceeds*” when used with respect to any performance or payment bond proceeds, or proceeds of insurance, including self-insurance, required by this Lease, or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any contract relating to the Leased Property or proceeds from any Lease Remedy, means the amount remaining after deducting from such proceeds (a) all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to the Bank.

“*Original Term*” means the portion of the Lease Term that terminates on December 31, 2016.

“*Opinion of Counsel*” means a written opinion of legal counsel.

“*Permitted Encumbrances*” means those items listed in Exhibit C hereto.

“*Person*” means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

“*Project*” means, the financing of the construction and improvement of certain facilities to be the Town’s performing arts complex.

“*Purchase Option Price*” means the amount payable, at the option of the Town, for the purpose of terminating this Lease with respect to the Leased Property and purchasing the interest of the Lessor in the Leased Property pursuant to Article XI of this Lease. The Purchase Option Price shall consist of the Remaining Lease Balance shown in Exhibit B hereto as of the last Base Rental Payment Date preceding the termination of this Lease, plus the interest component of Base Rentals accrued through the date of such termination, plus all unreimbursed fees and expenses of the Bank.

“*Renewal Term*” means any optional renewal of the Lease Term for the next Fiscal Year by the Town, as provided in Article IV of this Lease.

“*Revenues*” means (a) all amounts payable by or on behalf of the Town with respect to the Leased Property pursuant to this Lease including, but not limited to, all Base Rentals, Purchase Option Prices and Net Proceeds, but not including Additional Rentals and (b) all other revenues derived from this Lease, excluding Additional Rentals.

“*Site Lease*” means the Site Lease dated of even date herewith, whereby the Town demises to the Bank a leasehold interest in the Leased Property.

“Tax Compliance Certificate” means the certificate delivered by the Town as of the date of execution and delivery of this Lease, containing statements as to facts and expectations which are material for purposes of the excludability of the interest component of Base Rentals from gross income under the Code.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Representations, Covenants and Warranties of the Town. The Town represents, covenants and warrants as follows:

The Town is a duly and regularly created, organized and existing home rule municipality and political subdivision of the State, existing as such under the State Constitution and the Charter. The Town is authorized to enter into the transactions contemplated by the Site Lease and this Lease and to carry out its obligations under this Lease. The Town has duly authorized and approved the execution and delivery of this Lease and the Site Lease.

The Town agrees that it will apply the Bank Rental Payment to the financing of the Project.

The Project is necessary, convenient, in furtherance of and will at all times be used in connection with the Town’s governmental and proprietary purposes and functions and is in the best interests of the citizens of the Town, and no material portion of the Project will be used directly or indirectly in any trade or business carried on by any person other than a political subdivision or governmental unit of the State.

Neither the execution and delivery of the Site Lease or this Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease and the Site Lease, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Town is now a party or by which the Town or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the Town, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the Town, except for Permitted Encumbrances.

There is no litigation or proceeding pending or threatened against the Town or any other person affecting the right of the Town to execute this Lease or the Site Lease, or the ability of the Town to make the payments required hereunder or to otherwise comply with the obligations contained herein.

With respect to the Leased Property, (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, “Environmental

Regulations”), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Leased Property to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, “Hazardous Substances”) are now or, to the best knowledge of the Town, after due inquiry, have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Leased Property in violation of any Environmental Regulation; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Leased Property into the environment; (iii) the Leased Property has not been used as or for a mine, landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is located at the Leased Property or has previously been located therein but has been removed therefrom; (v) no violation of any Environmental Regulation now exists relating to the Leased Property, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Leased Property by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Leased Property; (viii) the Leased Property is not listed in the United States Environmental Protection Agency’s National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Leased Property is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

The Town has experienced no material change in its financial condition since December 31, 2015.

The Town has never failed to appropriate or defaulted in any material respect under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes or other obligations of indebtedness for which its revenues or general credit are pledged.

Representations and Covenants of the Bank. The Bank represents and covenants as follows:

The Bank has all requisite power to acquire legal interests in the Leased Property and to execute, deliver, enter into and perform the transactions contemplated by this Lease and the Site Lease and to carry out its obligations under this Lease and the Site

Lease, and has duly executed and delivered the Site Lease, as lessee, and this Lease, as lessor.

Except as expressly provided in this Lease, the Bank will not, except to its successors by merger or its affiliates, pledge or assign its right, title or interest in and to any of its rights under this Lease, or assign, pledge, mortgage, encumber or grant a security interest in its right, title or interest in, to or under this Lease or the Leased Property. The Bank represents that neither the Lease nor any interest therein will be transferred or resold except in compliance with Section 14.05 hereof.

Except as specifically provided in this Lease and the Site Lease, the Bank will not assign its rights or delegate its obligations under this Lease or the Site Lease to any other person so as to impair or violate the representations, covenants and warranties contained in this Section 2.02.

There is no litigation or proceeding pending or threatened against the Bank or any other person affecting the right of the Bank to execute this Lease or the Site Lease and to perform its obligations hereunder and thereunder.

The Bank acknowledges that the obligations of the Town under this Lease are payable solely from the Revenues under this Lease and shall not constitute or give rise to a general obligation or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of any constitutional or statutory provision or limitation nor a mandatory charge or requirement against the Town in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect. The Bank further acknowledges that the Town may elect not to renew this Lease by declining to budget and appropriate funds sufficient to meet its next Fiscal Year's Base Rentals and Additional Rentals, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the Council.

LEASE OF LEASED PROPERTY

The Bank demises and leases its leasehold interest in the Leased Property to the Town, and the Town leases the Bank's leasehold interest in the Leased Property from the Bank, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term. The Bank and the Town acknowledge that (i) the Town owns fee title to the Leased Property, (ii) the Town has leased the Leased Property to the Bank under the Site Lease, and (iii) this Lease constitutes a sublease of the Leased Property from the Bank to the Town.

LEASE TERM

Duration of Lease Term; Town's Annual Right to Renew Lease. The Lease Term shall commence as of the date hereof and continue through the last day of the current Fiscal Year

of the Town. Subject to the provisions of Section 4.02 hereof, the Lease Term may be renewed at the end of the Original Term and at the end of each renewal term thereafter for a term of twelve months coinciding with the next succeeding Fiscal Year of the Town; provided, however, that the Lease Term may be continued, solely at the option of the Town, for no more than ten (10) additional terms. The Town shall have the right to annually renew the Lease Term unless (a) the Town gives written notice to the Bank not less than 30 days prior to the end of the Original Term or the then current Renewal Term of the Town's intention not to renew this Lease at the end of the Original Term or the then current Renewal Term, or (b) an Event of Nonappropriation shall have occurred with respect to a Renewal Term occurring after the Original Term or any then current Renewal Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except for the amount of Base Rentals and Additional Rentals to be paid during such Renewal Term. The Lease Term, including the Original Term and all Renewal Terms, does not exceed the weighted average useful life of the Leased Property or the Project.

Except as otherwise provided in Section 4.02 hereof, the exercise of the Town's annual option to renew this Lease shall be conclusively determined by whether or not the Council has, on or before the last day of each Fiscal Year, duly enacted an appropriation ordinance or resolution for the ensuing Fiscal Year which includes (a) sufficient amounts (based upon the Town's relevant budget document as it then exists) authorized and directed to be used to pay all the Base Rentals and (b) sufficient amounts (based upon such budget document) to pay such Additional Rentals as are estimated to become due, all as further provided in Section 6.02 of this Lease. The officer of the Town at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the annual budget proposals submitted to the Council, items for all payments required under this Lease for the ensuing Fiscal Year, until such time (if any) as the Council has determined not to renew this Lease; it being the intention of the Council that any decision to renew or not to renew this Lease shall be made solely by the Council and not by any other official of the Town. Said officer shall also include in said budget proposal the total amount to be expended by the Town during the ensuing Fiscal Year for payment obligations under all lease-purchase agreements involving real property, including this Lease; the total maximum payment liability of the Town under all lease-purchase agreements involving real property, including this Lease, over the entire terms of such agreements, including all optional renewal terms; the total amount to be expended by the Town during the ensuing Fiscal Year for payment obligations under all lease-purchase agreements other than those involving real property; and the total maximum payment liability of the Town under all lease-purchase agreements other than those involving real property, over the entire term of such agreements, including all optional renewal terms. The Town shall, in any event, promptly furnish the Bank with copies of its appropriation ordinance or resolution within seven days after passage and its final annual budget within seven days after the final budget is adopted. If such appropriation measure is not adopted, the Town shall notify the Bank in writing as provided in Section 6.06 hereof.

Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

the last day of any Fiscal Year during which there has occurred an Event of Nonappropriation pursuant to Section 4.01 and Article VI of this Lease (provided that the

Lease Term will be deemed to have been renewed and, therefore, not terminated if the Event of Nonappropriation is cured as provided in Section 6.06 hereof); or

the conveyance or release of all of the Leased Property to the Town upon payment of the Purchase Option Price or all Base Rentals and Additional Rentals as provided in Section 11.02(a) and (b) of this Lease; or

an Event of Default and termination of this Lease under Article XIII of this Lease.

An election not to renew the Lease Term shall terminate all unaccrued obligations of the Town under this Lease, and shall terminate the Town's rights of possession under this Lease at the end of the last day of the Fiscal Year for which this Lease shall be in effect (except to the extent of the holdover provisions of Section 13.02(d)(i) hereof, and except for any conveyance pursuant to Article XI of this Lease). All obligations of the Town accrued prior to such termination shall be continuing until all such accrued obligations have been satisfied. Except for an event described in subparagraph (b) above, upon termination of this Lease, the Town agrees to vacate or surrender possession of the Leased Property to the Bank or its assigns for the remaining term of the Site Lease.

ENJOYMENT OF LEASED PROPERTY

The Bank hereby covenants that the Town shall during the Lease Term peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Bank, except as expressly required or permitted by this Lease. The Bank shall, at the request and cost of the Town, and, to the extent permitted by law, indemnification of the Bank, join and cooperate fully in any legal action in which the Town asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property.

The Town also hereby consents to the inspection by the Bank of all books, accounts and records maintained by the Town with respect to the Leased Property and this Lease.

PAYMENTS BY THE TOWN

Payments to Be Made From Currently Budgeted Expenditures of the Town. The Town and the Bank acknowledge and agree that the Base Rentals and Additional Rentals hereunder during the Original Term and all Renewal Terms, if any, shall be paid from then currently budgeted expenditures of the Town, using any legally available funds of the Town. The Town's obligations to pay Base Rentals, Additional Rentals or any other payments provided for under this Lease during the Original Term and all of the Renewal Terms, if any, shall be subject to the Town's annual right to renew this Lease (as further provided in Article IV and Sections 6.02 and 6.06 hereof), and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating

indebtedness or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of any constitutional or statutory debt limitation, including without limitation, Article XI, Sections 1, 2 and 6, and Article X, Section 20, of the Colorado Constitution. This Lease shall not directly or indirectly obligate the Town to make any payments of Base Rentals or Additional Rental or any other amounts provided for under this Lease beyond the funds legally available to the Town and budgeted and appropriated for its then current Fiscal Year. The Town shall be under no obligation whatsoever to exercise its option to purchase the Bank's interest in the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Town moneys, nor shall any provision of this Lease restrict the future issuance of any bonds or obligations of the Town payable from any class or source of moneys of the Town.

Base Rentals and Additional Rentals.

The Town shall pay all Base Rentals directly to the Bank during the Original Term and all Renewal Terms, on the Base Rental Payment Dates and in the "Total Base Rentals" amounts set forth in Exhibit B, attached hereto and made a part hereof, as it may be amended from time to time hereunder.

The Town may, on any Base Rental Payment Date after December 1, 2016, pay the then applicable Purchase Option Price related to the Leased Property for the purpose of terminating this Lease and the Site Lease and purchasing the Bank's leasehold interest in the Leased Property, as further provided in Article XI of this Lease. The Town shall give the Bank written notice of its intention to exercise its option not less than 30 days in advance of the date of exercise and shall deposit with the Bank or the Bank's written designee, on or prior to a Base Rental Payment Date an amount equal to the Purchase Option Price.

The Town shall pay Additional Rentals during the Original Term and all Renewal Terms, if any, as herein provided. All Additional Rentals shall be paid by the Town on a timely basis directly to the person or entity to which such Additional Rentals are owed. If the Town's estimates of Additional Rentals for any Fiscal Year are not itemized in the budget required to be furnished to the Bank under Section 4.01 of this Lease, the Town shall furnish an itemization of such estimated Additional Rentals to the Bank on or before the last day of such Fiscal Year.

Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as it may be amended from time to time hereunder, sets forth the interest component of each payment of Base Rentals.

Manner of Payment. The Base Rentals and, if paid, the Purchase Option Price, shall be paid by the Town by certified funds or other method of payment acceptable to the Bank in lawful money of the United States of America to the Bank, as follows, or as otherwise directed in writing by the Bank:

If by mail, to: [UPDATE]; and

If by wire, to: [UPDATE].

The obligation of the Town to pay the Base Rentals and Additional Rentals, during the Original Term and each Renewal Term, shall be absolute and unconditional, payable from all legally available sources, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances, or for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Property, commercial frustration of purpose, or failure of the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease, it being the intention of the parties that the payments required by this Lease will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the Town's obligation to make payments hereunder as set forth in Section 6.01 above, and further subject to the Town's rights under Sections 7.02 and 8.04 hereof with respect to certain Additional Rentals. Notwithstanding any dispute between the Town and Bank, the Town shall, during the Original Term and all Renewal Terms, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute (except to the extent permitted by Sections 7.02 and 8.04 hereof with respect to certain Additional Rentals), nor shall the Town assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Bank shall affect the Town's obligation to pay all Base Rentals and Additional Rentals (except to the extent provided by Sections 7.02 and 8.04 hereof with respect to certain Additional Rentals), during the Lease Term.

Expression of Town's Need for the Leased Property; Certain Findings. As of the date of this Lease, the Town declares its current need for the Leased Property, that the leasing of the Leased Property is beneficial to the Town, and that the Leased Property is necessary and essential to the Town's purpose and operations. It is hereby declared to be the present intention and expectation of the Council that this Lease will be renewed annually until the Town has acquired the Bank's interest in the Leased Property pursuant to this Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the Town or any Board following the end of the Original Term.

The Town hereby determines that the Base Rentals due hereunder during the Lease Term represent the fair value of the use of the Leased Property. The Town hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew this Lease. In making such determinations, the Town has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed, the benefit to the citizens and inhabitants of the Town, and the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease and the Site Lease.

Nonappropriation. In the event that the Council shall not specifically budget and appropriate, on or before the last day of each Fiscal Year, moneys to pay all Base Rentals and the reasonably estimated Additional Rentals coming due for the next ensuing Fiscal Year as provided in Section 4.01 hereof and this Article, an Event of Nonappropriation shall be deemed to have occurred, subject, however, to each of the following provisions:

The Bank shall declare an Event of Nonappropriation on any earlier date on which the Bank receives specific written notice from the Town that this Lease will be terminated.

The Bank shall waive any Event of Nonappropriation which is cured by the Town by the tenth Business Day of the Fiscal Year in respect of which the Event of Nonappropriation has occurred.

The Bank shall waive any Event of Nonappropriation which is cured by the Town, within ten days of the giving of notice by the Bank as provided in (a) above, by inclusion in a duly enacted appropriation ordinance or resolution, (i) by specific line item, amounts authorized and directed to be used to pay all Base Rentals and (ii) sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Fiscal Year.

In the event that during any Fiscal Year, any Additional Rentals shall become due which were not included in a duly enacted appropriation ordinance or resolution then, in the event that moneys are not specifically budgeted and appropriated to pay such Additional Rentals within 45 days subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred (subject to waiver by the Bank as hereinbefore provided).

Notwithstanding any provision to the contrary herein, if an Event of Nonappropriation occurs, the Town's rights to occupy and possess the Leased Property under this Lease shall terminate at the end of the last day of the Fiscal Year for which this Lease shall be in effect, and the Town shall be obligated to make payments of Base Rentals and Additional Rentals during such Fiscal Year for which an appropriation has been made, but shall not be obligated to make payment of the Base Rentals, Additional Rentals or any other payments provided for herein which accrue after the end of the last day of the Fiscal Year for which this Lease shall be in effect; provided, however, that, subject to the limitations of Sections 6.01 and 13.03 hereof, the Town shall continue to be liable for holdover rent equal to the Base Rentals and Additional Rentals allocable to any period during which the Town shall continue to occupy, use or retain possession of the Leased Property, beginning with the first day of the Fiscal Year in respect of which the Event of Nonappropriation occurs. The Town shall in all events vacate or surrender possession of the Leased Property by the tenth Business Day of the Fiscal Year in respect of which the Event of Nonappropriation has occurred.

After the tenth Business Day of the Fiscal Year with respect to which an Event of Nonappropriation has occurred, the Bank may proceed to exercise all or any Lease Remedies. All property, funds and rights acquired by the Bank upon the termination of this Lease by reason of an Event of Nonappropriation as provided herein, including, without limitation, holdover rent, due and owing to the Bank, shall be held by the Bank and applied to the amounts owing under this Lease.

TITLE TO THE LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Title to the Leased Property; Title Insurance. Title to the Leased Property shall remain in the Town, subject to the Site Lease and this Lease.

In connection with the execution and delivery of this Lease, the Bank shall receive a standard mortgagee's title insurance policy or policies, issued to the Bank, insuring the Bank's leasehold interest in the Leased Property pursuant to the Site Lease, subject only to Permitted Encumbrances. Such commitment for such policy or policies shall be delivered to the Bank concurrently with delivery of this Lease and the policy or policies shall be delivered to the Bank as soon as practicable thereafter.

No Encumbrance, Mortgage or Pledge of Leased Property. Except as may be permitted by this Lease, the Town shall not permit any mechanic's or other lien to remain against the Leased Property; provided that, if the Town shall first notify the Bank of the intention of the Town to do so, the Town may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Bank shall notify the Town that, in the Opinion of Counsel, by nonpayment of any such items the Bank's leasehold interest in the Leased Property will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the Town shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Bank will cooperate fully with the Town in any such contest, upon the request and at the expense of the Town. Except as may be permitted by this Lease, the Bank shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, except Permitted Encumbrances. The Town and the Bank shall promptly, at their own respective expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which each shall respectively have created, incurred, or suffered to exist.

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Maintenance of the Leased Property by the Town. The Town agrees that at all times during the Lease Term the Town will maintain, preserve and keep all portions of the Leased Property or cause the Leased Property to be maintained, preserved and kept, in good order and condition, and that the Town will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in Section 9.03 of this Lease. The Bank shall not have any responsibility for such maintenance or repairs or for the making of any additions, modifications or replacements to the Leased Property so long as this Lease is in full force and effect.

Modification of the Leased Property, Installation of Furnishings and Machinery of the Town. The Town shall have the privilege of making substitutions, additions, modifications and improvements to any portion of the Leased Property, at its own cost and expense; and the same shall be included under the terms of this Lease and the Site Lease and shall become part of the Leased Property; provided, however, that such substitutions, additions, modifications and improvements shall not in any way damage the Leased Property or cause the Leased Property to be used for purposes other than lawful governmental or proprietary functions of the Town (except to the extent of subleasing permitted under Section 12.01 hereof); and provided that the Leased Property, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to making such substitutions, additions, modifications and improvements. The Town shall provide written notice to the Bank of any material additions, modifications or improvements that are made to any portion of the Leased Property.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment, and other tangible personal property in or on any Leased Property. All such machinery, equipment, and other tangible personal property shall remain the sole property of the Town in which the Bank shall have not any interest; provided, however, that any such machinery, equipment, and other tangible personal property which becomes permanently affixed to any Leased Property shall be included in the Leased Property pursuant to the Site Lease and this Lease, in the event the Bank shall reasonably determine that the Leased Property would be materially damaged or impaired by the removal of such machinery, equipment, or other tangible personal property.

The Town shall not make any substitutions of real property constituting all or any portion of the Leased Property without the prior written consent of the Bank. The Town and the Bank acknowledge that any maintenance, repairs or replacement of fixtures does not constitute substitution of Leased Property under this Lease.

Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Town shall pay the amount of all such taxes, assessments and governmental charges when due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the ensuing Fiscal Year. Except for Permitted Encumbrances, the Town shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the Bank), or the rentals and revenues derived therefrom or hereunder, except that nothing herein shall prevent the Town from contesting in good faith any such taxes, assessments or governmental charges, unless, in an Opinion of Counsel, the interest of the Bank in the Leased Property would thereby be impaired. The Town shall also pay as Additional Rentals, as the same respectively become due, all utility and other charges incurred in the maintenance and upkeep of the Leased Property.

Provisions Regarding Liability, Property and Worker's Compensation Insurance.

Upon the execution and delivery of this Lease, the Town shall, at its own expense, cause casualty and property insurance to be carried and maintained with respect to the Leased Property in an amount equal to the greater of the remaining Lease Balance or the replacement cost of the Leased Property. Such insurance policy or policies shall be maintained with companies that are satisfactory to the Bank. Such insurance policy may have a deductible clause in an amount not to exceed \$100,000 or such greater amount as is approved in writing by the Bank. With the prior written consent of the Bank, the Town may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other property as well, as long as such blanket insurance policies otherwise comply with the requirements hereof. Any property damage insurance policy required by this Section 8.04 shall be so written or endorsed as to show the Bank as an additional insured. In the event that improvements are constructed upon the Leased Property, any property damage insurance policy required by this Section 8.04 shall be so written or endorsed as to show the Bank as loss payee and/or additional insured, and to make losses exceeding \$100,000, if any, payable to the Town and the Bank, as their respective interests may appear.

Upon the execution and delivery of this Lease, the Town shall, at its own expense, cause public liability insurance, including blanket contractual liability or specific contractual liability insurance for this Lease and public officials' errors and omissions coverage, to be carried and maintained with respect to the activities to be undertaken by the Town and its officers, officials, agents and employees in connection with the use and possession of the Leased Property. All such policies (other than errors and omissions) shall show the Town and all officers and employees thereof, and the Bank as additional insureds. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act as the same may from time to time be amended, to a \$1,000,000 annual aggregate, for claims to which the defense of sovereign immunity applies. The public liability insurance required by this Section 8.04 may be by blanket insurance policy or policies.

If the Town shall insure against similar risks by self-insurance, the Town, at its election and in accordance with the standards of the State relating thereto, may in lieu of obtaining policies for casualty and property, and public liability insurance coverage as required by this Section 8.04 provide one or more such coverages by a self-insurance fund so long as the Town provides an annual certification to the Bank that the reserves therein are adequate as determined by, in the case of casualty, property, public liability and workers' compensation insurance, the Town's risk manager or Insurance Consultant.

The Town shall provide a certificate of insurance for all insurance policies required under this Section 8.04 or certificates of insurance with appropriate endorsements attached, evidencing that the Bank has been named as loss payee and/or additional insured and that the sixty-day notice of cancellation provision is in effect. Such evidence of insurance shall be satisfactory to the Bank.

Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the Bank shall at any time or times, but only upon the written request and at the expense of the Town, grant or join in the granting of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or

privileges in the nature of easements with respect to any property or rights included in this Lease, free from this Lease and any security interest or other encumbrance created hereunder or thereunder, and the Bank shall release or join in the release of existing easements, licenses, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration, and shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (a) a copy of the instrument of grant or release; and (b) a written application signed by an Authorized Officer of the Town requesting the execution of such instrument by the Bank and stating that such grant or release will not impair the effective use or interfere with the operation of the Leased Property.

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Damage, Destruction and Condemnation. If, during the Lease Term (a) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate of the Town or the Bank in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (c) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title thereto; then the Town shall be obligated to continue to pay the amounts specified in Section 6.02 of this Lease (subject to Section 6.01 hereof).

Obligation of the Town to Repair and Replace the Leased Property. The Town and, to the extent such Net Proceeds are within their control, the Bank, shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards to be deposited in a separate trust fund held by the Bank or, at the Bank's option, an independent escrow agent appointed at the Town's expense. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the Town upon receipt of requisitions by the Bank or such escrow agent, in a form acceptable to the Bank signed by an Authorized Officer of the Town stating with respect to each payment to be made; (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Town shall use its best efforts to enforce claims that may arise in connection with material defects in the construction, manufacture or design of the Project, or otherwise.

Insufficiency of Net Proceeds. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property required under Section 9.02 of this Lease, the Town may elect to:

complete the work or replace such Leased Property (or portion thereof) with similar property acceptable to the Bank and having a value equal to or in excess of the value of such Leased Property or portion thereof and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the Town are available for payment of such cost, any cost in excess of the amount of the Net Proceeds, and the Town agrees that, if by reason of any such insufficiency of the Net Proceeds, the Town shall make any payments pursuant to the provisions of this Section 9.03(a), the Town shall not be entitled to any reimbursement therefor from the Bank, nor shall the Town be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.02 of this Lease; or

apply the Net Proceeds to the payment of the Purchase Option Price in accordance with Article XI of this Lease. In the event of an insufficiency of the Net Proceeds for such purpose, the Town shall, subject to the limitations of Section 6.01 hereof, pay such amounts as may be necessary to equal that portion of the Purchase Option Price which is attributed to the Leased Property for which the Net Proceeds have been received (as certified to the Bank by the Town); and in the event the Net Proceeds shall exceed such portion of the Purchase Option Price, such excess shall be retained by the Town; or

if the Town does not timely budget and appropriate sufficient funds to proceed under either (a) or (b) above, an Event of Nonappropriation will be deemed to have occurred and, subject to the Town's right to cure, the Bank may pursue remedies available to it following an Event of Nonappropriation.

The above referenced election shall be made by the Town within 90 days of the occurrence of an event specified in Section 9.01 of this Lease.

If the Town elects to replace the Leased Property with similar property pursuant to subparagraph (a) above, the Town shall first obtain the written consent of the Bank prior to such substitution.

Cooperation of the Bank. At the expense of the Town, the Bank shall cooperate fully with the Town in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 9.01 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof and in the enforcement of all warranties relating to the Leased Property. In no event shall the Bank voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any portion thereof without first obtaining the written consent of the Town.

Condemnation by the Town. The Town agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the fair market value of the condemned portion of the Leased Property shall be not less than the Purchase Option Price.

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Disclaimer of Warranties. THE BANK DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. THE TOWN HEREBY ACKNOWLEDGES AND DECLARES THAT, FOR SO LONG AS THE TOWN HAS NOT VACATED AND SURRENDERED THE LEASED PROPERTY, THE TOWN IS SOLELY RESPONSIBLE FOR THE USE, IMPROVEMENT, EQUIPPING, MAINTENANCE AND OPERATION OF THE LEASED PROPERTY, AND THAT THE BANK DOES NOT HAVE ANY RESPONSIBILITY THEREFOR. For the purpose of enabling the Town to discharge such responsibility, the Bank appoints the Town as its attorney in fact solely for the purpose of constructing, improving, equipping, maintaining and operating the Leased Property, and asserting and enforcing, at the sole cost and expense of the Town, all constructor's or manufacturer's warranties and guaranties, express or implied, with respect to the Leased Property, as well as any claims or rights the Bank may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. In no event shall the Bank be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Town of any item, product or service provided for herein.

Further Assurances and Corrective Instruments. The Bank and the Town agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Compliance With Requirements. During the Lease Term, the Town and the Bank shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof, provided that the Town or the Bank may contest or appeal such orders so long as they are in compliance with such orders, and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof, during the contest or appeal period.

Tax Covenant of Town. The Town covenants for the benefit of the bank that it will not take any action or omit to take any action with respect to this Lease, the proceeds of the Site Lease or this Lease, any other funds of the Town or any facilities financed or refinanced with the proceeds of the Site Lease or this Lease (except for the possible exercise of the Town's right to terminate this Lease as provided herein) if such action or omission (i) would cause the interest component of the Base Rentals to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, or (ii) would cause the interest component of the Base Rentals to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Internal Revenue Code, or (iii) would cause the interest component of the Base Rentals to lose its exclusion from Colorado taxable income or to lose its

exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the Town's right to terminate this Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full of the Lease, until the date on which all obligations of the Town in fulfilling the above covenant under the Internal Revenue Code and Colorado law have been met. In furtherance of this covenant, the Town agrees to comply with the procedures and requirements set forth in the Tax Compliance Certificate.

Immunity. In the exercise of the rights of the Bank by its officers, employees and agents under this Lease and the Site Lease, including (without limiting the foregoing) the application of moneys and the investment of funds, the Bank shall not be accountable to the Town for any action taken or omitted with respect to this Lease or the Site Lease by it or its officers, employees and agents reasonably believed by it or them to be authorized or within the discretion or rights or powers conferred under this Lease or the Site Lease. The Bank and its officers, employees and agents shall be protected in its or their actions taken in reliance upon any paper or documents believed by it or them to be genuine and consistent with their rights or powers under this Lease or the Site Lease, and it or they may conclusively rely upon the advice of Counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the Town for any claims based on the provisions of this Lease or the Site Lease against any employee or agent of the Bank alleging personal liability on the part of such person.

Access To Leased Property. The Town agrees that the Bank and its authorized representatives shall have the right at all reasonable times to examine and inspect the Leased Property and the Town's books and records with respect thereto. The Town further agrees that the Bank and any such representative shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the Town to perform its obligations under this Lease.

Audited Financial Statements. The Town shall provide its audited financial statements to the Bank, annually, within 210 days after the close of the Town's Fiscal Year, but in no event prior to their acceptance by the Council. Also, during the Lease Term, the Town covenants and agrees to provide the Bank, as soon as practicable when they are available (i) a copy of the Town's final annual budget for each fiscal year; (ii) a copy of the Town's most recent financial statements; and (iii) any other financial information the Bank may reasonably request from time to time.

Environmental Covenant. The Town shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Leased Property in violation of any Environmental Regulation, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulation, shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in

violation of any Environmental Regulation and shall comply with all other Environmental Regulations which are applicable to the Leased Property.

In the event any Hazardous Substance is found upon, under, over or from the Leased Property in violation of any Environmental Regulation or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the Town, at its sole cost and expense, shall, within ten days of such finding, deliver written notice thereof to the Bank and shall promptly remove such Hazardous Substances and prevent the imposition of any liens against the Leased Property for the cleanup of any Hazardous Materials. Such removal shall be conducted and completed in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and policies in accordance with the orders and directives of all federal, state and local governmental authorities.

To the extent permitted by law, the Town further agrees to reimburse the Bank for any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Bank in any action against or involving the Bank, resulting from any breach of the foregoing covenants or the representations and warranties in Section 2.01(e) hereof, or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Leased Property.

The representations and warranties in Section 2.01(e) hereof and the covenants of this Section 10.08 shall be deemed to be for the benefit of the Bank and any successors and assigns of the Bank permitted hereunder.

PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY; RELEASE OF LEASED PROPERTY

Purchase Option. The Town shall have the option to purchase the interest of the Bank in the Leased Property and all fixtures, permanent improvements and structures located thereon, and terminate this Lease, but only if it is not then in default under this Lease. The Town may exercise its option on any Base Rental Payment Date after December 1, 2016 by complying with one of the conditions set forth in Section 11.02. The Town shall give the Bank notice of its intention to exercise its option not less than 30 days in advance of the date of exercise. If the Town shall have given notice to the Bank of its intention to purchase the Leased Property, but shall not have deposited the amounts with the Bank on the date specified in such notice, the Town shall continue to pay Base Rentals as if no such notice had been given.

Conveyance of the Leased Property. The Bank shall transfer and convey or release the Leased Property to the Town in the manner provided for in Section 11.03 of this Lease; provided, however, that prior to such transfer and conveyance, either:

on any Base Rental Payment Date after December 1, 2016, the Town shall have paid the then applicable Purchase Option Price; or

no Event of Default shall have occurred and be continuing, and the Town shall have paid all Base Rentals set forth in Exhibit B hereto and all then current

Additional Rentals required to be paid hereunder, in which case the Bank shall transfer and convey the Bank's interest in the Leased Property to the Town.

The Town is hereby granted the option to terminate this Lease and to purchase the interest of the Bank in the Leased Property upon payment by the Town in compliance with paragraph (a) or (b) of this Section 11.02, of the then applicable Purchase Option Price. It is the intent of this Section to provide for and allow the release of the Leased Property shown on Exhibit A subject to this Lease if the Town has fulfilled all payment obligations with respect hereto and is not then in default hereunder. There shall be deemed to be such payment in full if the Town shall deposit in escrow or in trust with the Bank or with the Bank's designee in advance of any Base Rental Payment Date on or after that date that is at least 12 months after the date of commencement of this Lease, in the manner contemplated by Section 11-56-109, Colorado Revised Statutes, funds or securities sufficient to pay all Base Rentals to and including such date, and to pay the Purchase Option Price on such date.

Manner of Release. At the closing of any purchase or other conveyance of the Bank's interest in all of the Leased Property pursuant to Section 11.02(b) of this Lease, the Bank shall execute and deliver to the Town a Release of Site Lease and Lease, conveying the Bank's interest in all the Leased Property to the Town and releasing the Bank's leasehold interest in all of the Leased Property, as it then exists, to the Town subject to the following: (a) Permitted Encumbrances; (b) all liens, encumbrances and restrictions created or suffered to exist by the Bank as required or permitted by this Lease; and (c) any lien or encumbrance created by action of the Town. The Bank shall fully cooperate with the Town in executing, delivering and recording such documents as may be necessary to effectuate the provisions of this Section; provided that the Town shall pay all reasonable costs, fees and expenses of the Bank in connection herewith.

ASSIGNMENT, SUBLEASING AND USE BY TOWN

Assignment and Subleasing of the Lease. This Lease may not be assigned by the Town for any reason other than to a successor by operation of law. However, the Leased Property may be subleased to any other person or entity, as a whole or in part, by the Town, but without the necessity of obtaining the consent of the Bank, subject, however, to each of the following conditions:

this Lease, and the obligations of the Town hereunder, shall, at all times during the Lease Term remain obligations of the Town subject to Section 6.01 of this Lease, and the Town shall maintain its obligations to the Bank, notwithstanding any sublease;

the Town shall furnish or cause to be furnished to the Bank a copy of any sublease agreement;

no sublease by the Town shall violate the Constitution or laws of the State;

no sublease by the Town shall result in a violation of the covenants provided in Section 10.04 hereof or the Tax Compliance Certificate; and

any sublease of the Leased Property shall provide that it shall automatically terminate upon a termination of this Lease due to an Event of Default or an Event of Nonappropriation.

Notwithstanding the preceding, the Town may not sublease the Leased Property for longer than one calendar year without the prior written consent of the Bank.

EVENTS OF DEFAULT AND REMEDIES

Events of Default Defined. Each of the following shall be an "Event of Default" under this Lease:

failure by the Town to pay, on or before the date due, any Base Rentals or Additional Rentals during the Lease Term;

failure by the Town to vacate or surrender possession of the Leased Property by the tenth Business Day of the Fiscal Year in respect of which an Event of Nonappropriation has occurred;

failure by the Town to comply with the terms and provisions of the Site Lease;

failure by the Town to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder or under any certificates executed and delivered by the Town in connection with the execution and delivery of this Lease, other than as referred to in (a) or (b), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Town by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not withhold its consent to an extension of such time if corrective action is instituted by the Town within the applicable period and diligently pursued until the default is corrected. Such consent by the Bank shall not be unreasonably withheld; or

the Town (i) files a petition or application seeking reorganization, arrangement under federal bankruptcy law, or other debtor relief under the laws of the State or (ii) is the subject of such a petition or application which is not contested by the Town.

The foregoing provisions of this Section 13.01 are subject to the following limitations: (a) the Town shall be obligated to pay the Base Rentals and Additional Rentals only during the Original Term or current Renewal Term, except as otherwise expressly provided in this Lease; and (b) if, by reason of Force Majeure, the Town shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the Town contained in Article VI of this Lease, the Town shall not be deemed in default during the

continuance of such inability. The Town agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the Town from carrying out its agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Town.

Remedies on Default. Whenever any Event of Default referred to in Section 13.01 of this Lease shall have happened and be continuing, the Bank shall notify the Town and, without any further demand or notice, take one or any combination of the following remedial steps:

The Bank may terminate the Lease Term and give notice to the Town to vacate and surrender possession of the Leased Property within ten Business Days of such notice.

The Bank may proceed to foreclose through the courts on or otherwise sell, trade-in, repossess or liquidate the Town's interest in the Leased Property, or any part thereof in any lawful manner; provided, however, that the Bank may not recover from the Town any deficiency which may exist following the liquidation of the Town's interest in the Leased Property in excess of Base Rentals and Additional Rentals for the then current Fiscal Year and in excess of amounts payable under subparagraph (d) of this Section 13.02.

The Bank may lease or sublease the Leased Property or any portion thereof or sell any interest the Bank has in the Leased Property.

The Bank may recover from the Town:

the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the Town continues to occupy, use or possess the Leased Property; and

Base Rentals and Additional Rentals which would otherwise have been payable by the Town hereunder during the remainder, after the Town vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Default occurs.

The Bank may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

Limitations on Remedies. A judgment requiring a payment of money may be entered against the Town by reason of an Event of Default only as to the Town's liabilities described in paragraph (d) of Section 13.02 of this Lease. A judgment requiring a payment of money may be entered against the Town by reason of an Event of Nonappropriation for all amounts that have been appropriated by the Town for the payment of Base Rentals and Additional Rentals for the current Fiscal Year and for any additional amounts only to the extent that the Town fails to vacate and surrender possession of the Leased Property as required by Section 6.06 of this Lease, and only as to the liabilities described in paragraph (d)(i) of Section 13.02 of this Lease.

No Remedy Exclusive. Subject to Section 13.03 hereof, no remedy herein conferred upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be

cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved in this Article XIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIII.

Waivers. The Bank may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

MISCELLANEOUS

Sovereign Powers of Town. Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the Town. Nothing in this Lease shall be construed to require the Town to occupy and operate the Leased Property other than as lessee, or to require the Town to exercise its right to purchase the Bank's leasehold interest in the Leased Property as provided in Article XI hereof.

Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given electronically if promptly confirmed by delivery or mail in the manner provided herein, or when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows: if to the Town, Town of Silverthorne, Colorado, PO Box 1309, Silverthorne, Colorado 80498, Attention: Finance Director, with a copy to the Town Attorney at the same address; if to the Bank, [UPDATE], Attention: [Operations Manager]. The Town and the Bank may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Town and their respective successors and assigns, subject, however, to the limitations contained in Article XII and Section 14.04 of this Lease.

Amendments, Changes and Modifications. Except as otherwise provided in this Lease, this Lease may not be effectively amended, changed, modified or altered without the written consent of the parties hereto.

Assignment by Bank; Registration and Transfer. The Town shall serve as registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial registered owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments as permitted under this Section, the registrar shall note on this Lease and in the records of the Town the name and address of the transferee. This Lease is transferable only by notation on the registration books maintained by the registrar, and is freely transferable provided that the

Bank and each assignee or transferee agrees that it shall not assign or transfer this Lease or any interest herein, except to a successor by merger or an affiliate, except where:

the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations; and

the Lease is transferred to

a transferee who executes and delivers to the Town a letter of the transferee substantially to the same effect as that delivered to the Town by the Bank upon the original execution and delivery of this Lease; or

a transferee who qualifies as a qualified institutional investor; or

a transferee who qualifies as an "accredited investor" within the meaning of Section 2(15) of the 1933 Act; or

a securitization Special Purpose Vehicle ("SPV") the interests in which SPV are sold to institutional investors only; and

the transferring holder will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the Town's finances without the prior review and written consent of the Town, in the Town's sole discretion.

In connection with any transfer or sale the Town may require a letter from the transferee to the effect that the transferee is one of the types of entities mentioned in paragraphs (b)(i) through (iv) of this Section 14.05, purchasing for its own account with no present view to resale or other distribution of any interest in this Lease.

Net Lease. This Lease shall be deemed and construed to be a "triple net lease," and the Town shall, subject to Section 6.01 hereof, pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Waiver of Jury Trial. ALL PARTIES TO THIS LEASE HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS LEASE AND THE SITE LEASE.

Waiver of Appraisement, Valuation, Etc. To the extent permitted by law, in the case of an Event of Nonappropriation or an Event of Default neither the Town nor any one claiming through it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Site Lease or this Lease; and the Town, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws. Notwithstanding the foregoing, it is expressly understood that the Town cannot

and does not hereby waive its right to set up, claim or seek to take advantage of its police powers or its Colorado constitutional or statutory right of eminent domain.

Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Severability. In the event that any provision of this Lease, other than the requirement of the Town to pay Base Rentals in accordance with Section 6.01 and the requirement of the Bank to provide quiet enjoyment of the Leased Property and to convey its interest in the Leased Property to the Town under the conditions set forth in Article XI of this Lease, and the requirement that the obligation of the Town to pay Base Rentals, Additional Rentals and other amounts under this Lease are subject to the limitations of Section 6.01 hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

No Merger. The Bank and the Town intend that the legal doctrine of merger shall have no application to this Lease and that neither the execution and delivery of the Site Lease by the Town and the Bank nor the exercise of any remedies under the Site Lease or this Lease shall operate to terminate or extinguish the Site Lease or this Lease, except as specifically provided therein and herein.

Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same Lease.

Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State, without regard to conflict of laws principles.

Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

[Signature Page to Lease Purchase Agreement follows]

WITNESS the due execution hereof as of the day and the year first mentioned above.

[BANK], a national banking association, as
Lessor

By _____
Name: _____
Title: _____

[SEAL]

TOWN OF SILVERTHORNE, COLORADO
as Lessee

By _____
Mayor

Attest:

By _____
Town Clerk

[Signature Page to Lease Purchase Agreement]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of [BANK].

Witness my hand and official seal.

[SEAL]

Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

This instrument was acknowledged before me this ____ day of _____, 2016, by Bruce Butler, as Mayor of the Town of Silverthorne, Colorado, and by _____, as Town Clerk of the Town of Silverthorne.

Witness my hand and official seal.

[SEAL]

Notary Public for the State of Colorado

My Commission Expires:

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

[To be updated with legal description of the Town Hall property]

EXHIBIT B

BASE RENTALS SCHEDULE

Base Rental Payment Date	Principal Component	Interest Component	Base Rentals Total	Remaining Lease Balance	Purchase Option Price
-------------------------------------	--------------------------------	-------------------------------	-------------------------------	--	----------------------------------

\$

\$

\$

EXHIBIT C
PERMITTED ENCUMBRANCES

[To be updated]

EXHIBIT D
[RELEASE SCHEDULE]

CERTIFICATE OF PUBLICATION

I, the duly appointed, qualified and acting Town Clerk of the Town of Silverthorne, Colorado, do hereby certify the foregoing Ordinance No. 2016-06 was approved by the Town Council of the Town of Silverthorne, Colorado on first reading at its regular meeting held on the 22nd day of June, 2016, and was published by title only, along with a statement indicating the effective date of the Ordinance and that the full text of the Ordinance is available at the office of the Town Clerk, in the _____, a newspaper of general circulation in the Town, on _____, 2016, which date was at least five (5) days prior to the date of Town Council consideration on second reading.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Silverthorne, Colorado, this ____ day of _____, 2016.

Michele Miller, Town Clerk

(S E A L)

CERTIFICATE OF PUBLICATION

I, the duly appointed, qualified and acting Town Clerk of the Town of Silverthorne, Colorado, do hereby certify the foregoing Ordinance No. 2016-06 was approved by the Town Council of the Town of Silverthorne, Colorado on second reading, at its regular meeting held on the 13th day of July, 2016, and was published by title only, along with a statement indicating the effective date of the Ordinance and that the full text of the Ordinance is available at the office of the Town Clerk, in the _____, a newspaper of general circulation in the Town, on _____, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Silverthorne, Colorado, this ____ day of _____, 2016.

Michele Miller, Town Clerk

(S E A L)

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Town of Silverthorne
Council Meeting Memorandum

TO: Mayor and Town Council
FROM: Ryan Hyland, Town Manager *RH*
DATE: July 8, 2016, for Meeting of July 13, 2016
SUBJECT: RESOLUTION 2016-21, A RESOLUTION APPROVING THE EXECUTION OF A THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT AND CONTINUATION OF THE SUMMIT COMBINED HOUSING AUTHORITY

SUMMARY: The County and the Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne previously entered into an Intergovernmental Agreement ("IGA") in order to establish and participate in the Summit Combined Housing Authority (SCHA). The attached proposed amendment to the IGA, if approved by the Town Council and subsequently by the SCHA Board, provides the authority needed to ask registered voters of Summit County to vote on the following ballot question: Shall the Summit Combined Housing Authority's taxes be increased \$7,800,000 annually commencing in 2017, and by whatever additional amounts are raised annually thereafter for a period of ten years, from a six tenths of one percent (0.6 %) sales tax within Summit County to be used for affordable housing purposes to help local working families continue to live in our community, including but not limited to constructing affordable workforce rental and owner-occupied housing units and shall such revenues be collected and spent without limitation or condition under Article X, Section 20 of the Colorado Constitution or any other law?

Other substantive changes to the IGA include the removal of a provision that revenues not spent by any member within three years be returned to the SCHA, the introduction of an opportunity for members to send an alternate member, with voting rights, to board meetings, and agreement to endeavor to create common standards for deed restrictions. The amendment also provides an opportunity for supervision, including personnel and financial oversight, of the SCHA by Summit County or other member, while retaining the SCHA's status as a separate legal entity. The amended IGA also includes general clean-up of language and changes that would be considered house-keeping items.

The SCHA Board is scheduled to take action on the amended IGA and ballot language at their July 27, 2016, meeting.

BACKGROUND: The SCHA works to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of

Town of Silverthorne
Council Meeting Memorandum

the authority. The SCHA is currently authorized to collect sales and use tax revenues from the "5A" funding stream at a rate of .125%. This funding stream was originally approved by voters in 2006, and in 2015 voters approved the continuation of this funding stream in perpetuity. The Town also collects an impact fee on new construction. Silverthorne revenue from the tax and impact fee has averaged \$418,000 annually since 2007.

PREVIOUS COUNCIL ACTION: The Town Council approved the original IGA and subsequent amendments. In 2015, Town Council supported the placement of a ballot item to ask voters to consider extending the existing sales and use tax levy of .125%, previously approved by voters in 2006. In November 2008, the Town Council approved the purchase of the 50 acre Smith Ranch property at a price of \$3.18 million, funded at approx. 80% by 5A revenues. At the time of the purchase, 5A had not generated enough funds to cover the costs, so the purchase was made possible by an advance from the Town's Excise and Sewer funds.

DISCUSSION: The new tax would bring the total tax for housing to .725%. Silverthorne's total projected revenue from the 5A sales tax at .725%, based upon 2015 numbers, is \$1,670,936 annually and \$16,709,364 over the 10 year term of the proposed tax. Attached is a chart identifying projected revenues for each of the SCHA members, and a chart noting the current and proposed tax rates for each local government in Summit County.

Silverthorne currently has a significant funding gap when considering the subsidy costs necessary to bring workforce housing to the Smith Ranch, or other areas in Silverthorne. In 2014, the Town received responses to a Request for Proposal for development of the Smith Ranch, and one of those responses included specific projected subsidy numbers that may be helpful when considering the topic of additional taxation. Looking at a full buildout (179 units) of the Smith Ranch, with a ratio of 87% workforce deed restricted and 13% market rate homes, the Coburn Development proposal proforma identified a \$12,837,760 subsidy needed from the Town of Silverthorne. The current 5A .125% tax and housing impact fee generates approximately \$418,000 annually, and could not fund a subsidy of that level.

The Town currently has \$723,000 available in 5A funds. The 2013 Summit County Workforce Housing Needs Assessment identified a need for 185-310 owner and rental workforce housing units in the Lower Blue Basin. The housing needs assessment is currently being updated, and it is not anticipated that the need has diminished. The proposed additional .6% sales tax would enable the Town to implement workforce housing projects and programs on a scale that is not currently possible with the .125% funding stream.

Town of Silverthorne
Council Meeting Memorandum

STAFF RECOMMENDATION: Approve Resolution 2016-21.

PROPOSED MOTION: *"I move to approve resolution 2016-21, a resolution approving the execution of a third amended and restated intergovernmental agreement providing for the establishment and continuation of the summit combined housing authority."*

ATTACHMENTS:

- 1) Resolution 2016-21
- 2) SCHA IGA redline
- 3) Projected Revenue Chart
- 4) Tax Rates Chart

**TOWN OF SILVERTHORNE, COLORADO
RESOLUTION NO. 2016-21**

A RESOLUTION APPROVING THE EXECUTION OF A THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT AND CONTINUATION OF THE SUMMIT COMBINED HOUSING AUTHORITY

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, and counties of the State to establish, by contract with each other, a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the County and Town governments have historically provided affordable housing services in the County pursuant to various authority including but not limited to the Act and Titles 29 and 30, Colorado Revised Statutes; and

WHEREAS, the County and the Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne previously entered into an Intergovernmental Agreement ("IGA") in order to establish and participate in the Summit Combined Housing Authority ("Authority") and such IGA has previously been amended by a First Amended IGA and Second Amended IGA; and

WHEREAS, the parties desire to further amend the Second Amended IGA by means of this Third Amended and Restated IGA ("Agreement").

NOW THEREFORE, BE IT RESOLVED THAT:

The execution of the third amended and restated intergovernmental agreement providing for the establishment and continuation of the summit combined housing authority is hereby approved.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO THIS 13TH DAY OF JULY, 2016.

TOWN COUNCIL:

Bruce Butler, Mayor

ATTEST:

Michele Miller, Town Clerk

THIRD AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT

Among

SUMMIT COUNTY, COLORADO And
THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND
SILVERTHORNE, COLORADO

DRAFT 7-1-16

providing for the establishment of the "Summit Combined Housing Authority" as a
multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised
Statutes, as amended

THIS THIRD AMENDED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2016, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO (the "Towns"), home rule municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Members" or individually as "a Member."

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, counties, and cities and counties of the State to, by contract with each other, establish a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the County and towns ~~has~~ historically provided affordable housing services in the ~~unincorporated portions of the County through its existing housing authority pursuant to various authority including but not limited to the Act and Title 29, Article 4, Colorado Revised Statutes, with the cooperation and assistance of the Towns;~~ and

WHEREAS, the County and the Town of Silverthorne previously entered into an Intergovernmental Agreement in 2002 ("Original IGA") in order to establish the Summit Combined Housing Authority ("Authority"); and

WHEREAS, the Towns of Breckenridge, Dillon and Frisco previously entered into a First Amended Intergovernmental Agreement ("First Amended IGA") in 2006 in order to participate in the governance of the Authority; and ;

WHEREAS, the Town of Montezuma ~~desires to participate~~ D in the governance of the Authority pursuant to and in accordance with the Act and this a second amendment Agreement ("Second Amended IGA"); and

WHEREAS, the parties desire to further amend the Second Amended IGA by means of this Third Amended and Restated IGA ("Agreement"). ~~the Town of Blue River does not desire to participate in the governance of the Authority pursuant to and in~~

~~accordance with the Act and this Agreement.~~

NOW, THEREFORE, be it covenanted and agreed as follows:

Section 1. Authority and Members. The County and the Towns are hereby established as the Members of the Authority. The Authority shall continue to be a separate governmental entity and a political subdivision and public corporation of the State pursuant to the Act, the Intergovernmental Relations Statute and the terms of this Agreement.

Section 2. Name. The name of the Authority shall be the "Summit Combined Housing Authority."

Section 3. Purpose. The purpose and function of the Authority shall be to: plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority, as will be further set forth in the multijurisdictional plan to be adopted by the Authority pursuant to all authority provided by law including, but not limited to, the Act, Titles 29, 30 and 31, Colorado Revised Statutes, and Section 8 hereof.

Section 4. Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the County.

Section 5. Powers and Duties. The Authority shall have all power, privileges and duties vested in or imposed on it by the Act, by the Intergovernmental Relations Statute, this Agreement and by any other applicable law, subject to the provisions of the Act, the Intergovernmental Relations Statute and any other applicable law.

Section 6. Board of Directors.

(a) Powers and Duties. The Authority shall be governed by a Board of Directors (the "Board") as described in this Section. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, including, without limitation, any duties imposed on the Authority by Title 29, Article 1, Parts 1, 5 and 6; and Title 29, Article 4, Colorado Revised Statutes, as amended. Subject to the provisions of the Act and this Agreement, the Board may delegate any of its powers to any director, officer, employee or agent of the Authority.

(b) Directors. The Board shall be composed of one director for each Member. The governing body of each Member shall select and appoint the director for such Member. Each Member may also appoint an Alternate Director as its proxy to attend and represent it at a Board of Directors meeting whenever a Member's regular Director is unable to attend the Board meeting and such Alternate Director may vote in accordance with this Agreement on any matter which may come before the Board.

(c) Terms of Office. The term of office of each director shall commence with his or her appointment and shall continue until the date on which a successor is duly appointed.

(d) Resignation, Removal and Vacancies. Any director may resign at any time, effective upon receipt by the Secretary (described in Section 7, hereof) or the Chair (described in Section 7 hereof) of written notice signed by the person who is resigning; and may be removed at any time by the governing body of the Member that appointed he or she, in its sole and exclusive discretion, effective upon receipt by the Secretary or the Chair of written notice signed by a duly authorized representative the governing body of the appointing Member. Vacancies in the office of any director shall be filled in the same manner in which the vacant office was originally filled pursuant to subsection (b) of this Section.

(e) Compensation. Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

(f) Resolutions and Voting. All actions of the Board shall be by resolution, which may be written or oral. Resolutions of the Board shall be adopted upon the affirmative vote of at least a majority of a quorum of the directors eligible to vote thereon. A quorum shall consist of a majority of the directors then in office.

(g) Bylaws and Rules. The Board, acting by resolution adopted as provided in subsection (f) of this Section, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing. The bylaws shall be consistent with the Act and this Agreement.

Section 7. Officers.

(a) Generally. The Board shall annually select and appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be directors. Other officers may, but need not, be directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Section.

(b) Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as

are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the Chair of the Board of Directors of entities such as the Authority, and as the Board may otherwise prescribe.

(c) Vice Chair. The Vice Chair shall be the officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

(d) Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(e) Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of multijurisdictional housing authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(f) Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

(g) Resignation and Removal. Any officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

(h) Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the authority, powers and duties of any officer.

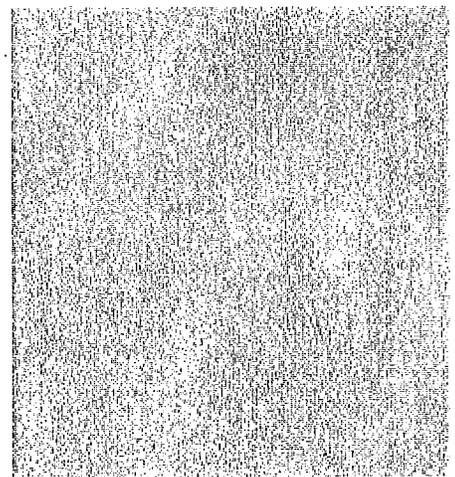
(i) Vacancies. Vacancies in the office of any officer shall be filled in the same manner in which such office was originally filled.

(j) Compensation. The Authority may compensate officers who are not directors for services performed, and may reimburse them for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 8. Multijurisdictional Plan. Pursuant to the Act, the Authority, by resolution of the Board, ~~has shall adopted~~ a multijurisdictional plan (the "Plan") for the accomplishment of its purpose (as described in Section 3 hereof). The Plan may be amended from time to time and include provision for the succession of the Authority to the rights, privileges, assets, liabilities, obligations and operations of the existing housing authority of the County. Subsequent to the adoption of this Agreement, the Members agree that the Plan shall be amended to also provide a standard affordable housing restrictive covenant/deed restriction for use in conjunction with the development of future affordable housing projects. The restrictive covenant/deed restriction shall ensure that the affordable housing revenues provided hereunder will be used by the Members to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

Section 8. Multijurisdictional Plan. *Additional edit to section 8*

Pursuant to the Act, the Authority, by resolution of the Board, has adopted a multijurisdictional plan (the "Plan") for the accomplishment of its purpose (as described in Section 3 hereof). The Plan may be amended from time to time and include provision for the succession of the Authority to the rights, privileges, assets, liabilities, obligations and operations of the existing housing authority of the County. Subsequent to the adoption of this Agreement, the Members shall endeavor to amend ~~agree that the Plan shall be amended to~~ also provide a standard affordable housing restrictive covenant/deed restriction for use in conjunction with the development of future affordable housing projects. The restrictive covenant/deed restriction shall endeavor to ensure that the affordable housing revenues provided hereunder will be used by the Members to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.



Section 9. Sources of Revenue.

(a) Expected Sources of Revenue. Subject to the requirements of Article X, Section 20 of the State Constitution, the voting requirements and other provisions of the Act and the requirements hereof, the Members hereby declare the present expectation of the Authority to derive revenues from (i) a sales tax and use tax of 0.125% (hereinafter may be referred to as the "Housing Sales/Use Tax"), ~~(ii) and a development impact fee of \$2.00 or less per square foot of new residential, commercial and industrial construction, to be imposed in amounts not greater than as shown in Appendix A, attached and incorporated herein,~~ (hereinafter referred to as the "Housing Impact Fee") imposed throughout the boundaries of the Authority pursuant to and in accordance with subsection (3)(f.1) of the Act, and (iii) a sales tax of up to 0.6 % (hereinafter may be referred to as the "Housing Sales Tax"); provided, that such declaration of expectation shall not be construed to obligate the Authority in any way.

(b) Consent for Additional Fees, Taxes. No additional tax or fee shall be imposed by the Authority in excess of the tax or fee described in subsection (a) of this Section without the express written consent of the Members' governing bodies.

(c) Fair Distribution of Revenues. Prior to and as a condition of levying any tax or fee described in subsection (a) of this Section, the Board shall adopt a resolution determining that the levying of such tax or fee will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not

impose an undue burden on any particular group of persons or businesses.

(d) Coordination of Sales and Use Tax Collection with Department of Revenue. The Authority shall designate the County Finance Officer as the financial officer who shall coordinate with the State Department of Revenue regarding the collection of any sales and/or Use taxes described in ~~subsection (a) of this Section~~. Such coordination shall include but not be limited to the financial officer identifying those businesses eligible to collect the sales and/or taxes and any other administrative details identified by the Department of Revenue.

Section 10. Revenue Distribution, Allocated Share of Administrative Expenses.

(a) Administrative Expenses. The annual administrative budget of the Authority, as such expenditures are described in the approved annual budget for the Authority, shall be funded from the Housing Sales/Use Tax levied by the Authority. Each month, ~~commencing in April 2007~~, the Authority shall retain from each Member's distribution of the Housing Sales/Use Tax revenues an amount equal to 1/12 of such Member's Allocated Share of the administrative expenses of the Authority (as defined in subsection (b), below). ~~The Authority shall not retain any monies from the Members' distribution of the Housing Sales/Use Tax revenues for the months of January and February, 2007, but shall retain 3/12 of each Member's Allocated Share for 2007 from monies paid to the Members in March, 2007.~~ Notwithstanding Section 6(f) above, approval of the annual administrative budget of the Authority and any amendments thereto shall require the affirmative votes of the following number of directors:

<u>Number of Members of the Authority Budget</u>	<u>Votes Required to Approve</u>
2	2
3	2
4	3
5	4
6	4
7	5

(b) Allocated Share. The 2007 annual administrative budget for the Authority was \$151,536. Such expenditures ~~were shall be~~ allocated among the Members as follows (such amounts being the "Allocated Share"):

- i. Summit County - \$35,367
- ii. Breckenridge - \$39,713
- iii. Dillon - \$19,364
- iv. Frisco - \$27,822
- v. Montezuma - \$0
- vi. Silverthorne - \$29,270

Total = \$151,536

Beginning in 2017~~08~~, each Member's Allocated Share shall be determined based on the same allocation unless another formula ~~to be~~ is agreed upon by the Members and approved by the Board.

(c) The Authority shall maintain accurate records of the services it provides to the Members during each calendar year and shall report to the Board as directed regarding the quantity of such services provided to each Member. The Members intend to develop and agree upon a new Allocated Share schedule based on the amount of Authority services provided to each Member, which schedule shall supercede the Allocated Share percentages listed above upon approval by the Board.

(d) Notwithstanding subparagraphs (a) and (b) above, any ~~Housing Sales/Use Tax~~ revenues collected from an incorporated area of Summit County that is not within the jurisdiction of a Member shall be retained by the Authority. Furthermore, if for any reason any of the above-listed Members are not a party to this Agreement, the remaining Members shall amend this Agreement for the purpose of adjusting the Allocated Share percentages as shall be mutually agreed to.

(e) Tax Distribution to Members. Each month the Authority shall distribute to each Member ~~their share of the Housing Sales/Use Tax~~ all tax revenues collected from within the jurisdiction of a Member, less the amount to be retained to pay the Authority's administrative expenses as provided in Section 10(a).

(f) Impact Fee Distribution to Members. Any Housing Impact Fee imposed by the Authority shall be administered and collected by each Member for all new residential, commercial and industrial construction within the jurisdiction of such Member. The Housing Impact Fee shall not be imposed by the Authority within an incorporated area of Summit County that is not within the jurisdiction of a Member All Housing Impact Fee revenues collected by a Member shall be retained by such Member, ~~except as provided in subsection (g) below.~~ A Member may develop and implement a system to (i) provide a credit or offset against a Housing Impact Fee in favor of a developer who provides affordable housing for its project pursuant to the Member's land use development laws, and (ii) provide a voluntary endowment restrictive covenant system or other mechanism authorizing a property owner to defer collection of the Housing Impact Fee.

~~(g) Unspent Revenues. If revenues collected in a given calendar year from the imposition of a Housing Sales/Use Tax or Housing Impact Fee are not spent or allocated by a Member within three years after the end of such calendar year, such unspent revenues shall be promptly refunded to the Authority by the Member, without interest thereon, unless another method of payment is agreed to by the Member and Authority.~~

~~(gh) County Jurisdiction. For purposes of this Section 10 only, the jurisdiction of the County shall be deemed to be the unincorporated area of Summit County.~~

Section 11. Amendment of Agreement; Additional Members.

(a) Generally. Except as otherwise provided in this Section, this Agreement may be modified or amended only by the express approval of the governing bodies of all Members.

(b) Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional Members upon: (i) resolution of the Board providing for such amendment adopted as provided herein and (ii) approval of such amendment by the governing body of the prospective additional Member and each then existing Member.

Section 12. Term of Agreement and Distribution of Assets Upon Termination of Agreement.

(a) Effective Date. The term of this Agreement shall begin when the County and all other Members have executed this Agreement. Upon such execution, this Agreement shall supersede the Original IGA, ~~and the First Amended IGA,~~ and the Second Amended IGA and the Authority shall continue in accordance with the terms of this Agreement.

(b) Termination. The term of this Agreement shall end when less than two Members are willing to remain as parties to this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

(c) Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to subsection (b) of this Section, after payment of all bonds, notes and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in such proportion as shall be agreed to by such Members at such time.

Section 13. Execution and Performance of Agreement in Accordance with Law. Each Member hereby represents to each other Member that it has adopted and executed this Agreement in accordance with applicable law. Each Member and the Authority shall perform their respective obligations and expend any revenues derived hereunder for housing projects or programs in accordance with all applicable laws, rules and regulations, including but not limited to (a) the Act, (b) the terms of any approved ballot measures referred by the Authority, (c) authorized resolutions of the Authority regarding any ~~Housing Sales/Use Tax, use Tax or Housing Impact Fee,~~ (d) the multijurisdictional housing plan adopted by the Authority, and (e) the provisions of title 29, article 1, part 8, Colorado Revised Statutes.

Section 14. Indemnification. All actions or omissions by any Member or the Authority (hereinafter referred to as a Party or collectively the Parties), including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorneys fees, arising out of or relating to the acts or omissions of such Party. The Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act (Immunity Act) title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any

other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law.

Section 15. Parties in Interest: Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.

Section 16. No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw adopted by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 17. Notices. Except as otherwise provided in this Agreement, all notices, ~~certificates, requests, requisitions~~ or other communications by the Authority, any Member, any Director or any Officer shall be in writing or in person; shall be sufficiently given in a reasonable time and shall be deemed given when actually received, ~~in the case of~~ received. Notice to the Members, any Director, the Authority or any and Officers of the Authority, shall be given to the address listed on Exhibit A, attached and incorporated herein, or at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time. Notice may also be delivered in electronic form by facsimile or electronic mail to the addresses listed on Exhibit A.

Section 18. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 19. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, or Section shall not affect any of the remaining provisions of this Agreement.

Section 20. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the Members to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute; (b) to permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and (c) to permit the Board to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 21. Administrative Contract with Summit County Housing Authority or

Summit County Government/Member. The Authority may enter into an agreement with the existing Summit County Housing Authority, Summit County Government, or other Member to allow the Summit County Housing Authority, Summit County Government, or other Member to perform, supervise or provide any of the duties, functions, facilities or services of the Authority. Such agreement may provide for (i) the Authority employees to be subject to all Summit County (or other Member) personnel policies and procedures and eligible for all Summit County (or other Member) benefits available to like employees, and (ii) the Authority's financial, operational and budgetary processes to be subject to all Summit County (or other Member) financial and budgetary processes.

Section 22. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Members effective the effective date set forth above.

SUMMIT COUNTY, COLORADO

By: _____
Thomas C. Davidson, Chairman

ATTEST:

By: _____
Kathleen Need, Clerk and Recorder

TOWN OF BRECKENRIDGE

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
_ Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF MONTEZUMA

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF SILVERTHORNE

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPENDIX A

FIRST AMENDED INTERGOVERNMENTAL AGREEMENT

HOUSING IMPACT FEE SCHEDULE

Commercial and Industrial Construction: \$2.00 per square foot

Residential Construction:

Single Family Homes

- 1499 square feet or less - \$.0
- 1500 to 2499 square feet - \$.50 per square foot
- 2500 to 3499 square feet - \$1.00 per square foot
- 3500 to 4999 square feet - \$1.50 per square foot
- 5000+ square feet - \$2.00 per square foot

Residential Other

- 999 square feet or less - \$.0
- 1000 to 1499 square feet - \$.50 per square foot
- 1500 to 2499 square feet - \$1.00 per square foot

- 2500+ square feet - \$2.00 per square foot

	Town of Blue River	Town of Breckenridge	Town of Dillon	Town of Frisco	Town of Montezuma	Town of Silverthorne	Summit County	Total All Jurisdictions
% of Total YTD Collections for 2015 - SHA	1.40%	33.93%	8.23%	13.81%	0.02%	21.74%	20.87%	
Revenue assumption - use .6% new sales tax rate for a 10 year term = \$76,860,000								
\$ for 10 years:	1,076,040	26,078,598	6,325,578	10,614,366	15,372	16,709,364	16,040,682	76,860,000
Annual \$ amt:	107,604	2,607,860	632,558	1,061,437	1,537	1,670,936	1,604,068	7,686,000

Note: This is a new .6% sales tax, bringing the total affordable housing tax rate to .725% (.6% new plus .125% existing)

Type of Tax	Unincorporated									
	Blue River	Breckenridge	Dillon	Frisco	Montezuma	Silverthorne	Summit County	Keystone	Copper Mtn	
.6% New Housing Tax Rate:										
State of Colorado	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%
Summit County	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
City	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	0.00%	0.00%	0.00%	0.00%
Mass Transit	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%
Affordable Housing	0.125%	0.125%	0.125%	0.125%	0.125%	0.125%	0.125%	0.125%	0.125%	0.125%
Lodging	3.40%	3.40%	2.00%	2.35%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%
<hr/>										
Current Sales Tax Rate	8.275%	8.275%	8.275%	7.775%	7.775%	7.775%	5.775%	5.775%	5.775%	5.775%
Rate w/new .6% housing tax	8.875%	8.875%	8.875%	8.375%	8.375%	8.375%	6.375%	6.375%	6.375%	6.375%
Current Sales Tax Rate w/Lodging Tax	11.675%	11.675%	10.275%	10.125%	7.775%	9.775%	5.775%	5.775%	5.775%	5.775%
Rate w/new .6% housing tax	12.275%	12.275%	10.875%	10.725%	8.375%	10.375%	6.375%	6.375%	6.375%	6.375%

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: July 7, 2016, for the meeting of July 13, 2016
SUBJECT: Blue Shores, LLC (Silver Trout Estates), Preliminary Site Plan (Project # 2015-25)

SUMMARY: The applicant is requesting Preliminary Site Plan approval for the Blue Shores, LLC (Silver Trout Estates) development. The subject proposal would be located on Lot 5, the Ponds at Blue River Subdivision. Lot 5 is zoned by the Eagles Nest PUD. Under the Eagles Nest PUD zoning, Lot 5 is intended for Multi-family residential development with a maximum density of 50 units. The subject Preliminary Site Plan proposes 31 total residential units in 14 duplex and 1 triplex residential configurations.

BACKGROUND: Zoning on Lot 5 was established with the approval of the Eagles Nest PUD. Permitted density was further defined by the Third Amendment to the Development Plan Agreement between the Western Skies (Ponds at Blue River developer), Blue River Land Company (developer of Three Peaks) and the Town. Under this Third Amendment to the Development Plan Agreement, density on Lot 5 was established at a maximum of 50 multi-family residential units. All other zoning standards and regulations on Lot 5 follow the Eagles Nest PUD. Lot 5 is designated as Multi-family with a density of 8-10 dwelling units per acre in the Eagles Nest PUD.

PREVIOUS COUNCIL ACTION: Town Council reviewed and approved a Sketch Site Plan application for Silver Trout Estates on October 22, 2008, which has since expired. On October 23, 2013, Town Council approved a Minor Subdivision, Final Site Plan, and DPA for Silver Trout Estates, which has also since expired.

DISCUSSION: Please see the attached Town Council Staff Report for further information.

Planning Commission Recommendation:

The Planning Commission, by a vote of 6-1, recommends approval of the Preliminary Site Plan for Blue Shores, LLC (Silver Trout Estates), with the following condition:

1. Units 30/31 shall be removed from the proposed Preliminary Site Plan set prior to submittal of a Final Site Plan application.

Suggested Motion: *"I move to approve the Blue Shores, LLC/Silver Trout Estates Preliminary Site Plan Application, with the Planning Commission recommended condition."*

ATTACHMENT:

Town Council Staff Report

Town of Silverthorne, Colorado
Town Council Staff Report

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

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

Date: July 7, 2016, for the meeting of July 13, 2016

Subject: Blue Shores, LLC (Silver Trout Estates), Preliminary Site Plan (Project # 2015-25)

Owner/Applicant: Blue Shores, LLC

Proposal: The applicant is requesting Preliminary Site Plan approval for the Blue Shores, LLC (Silver Trout Estates) development. The subject proposal would be located on Lot 5, the Ponds at Blue River Subdivision. Lot 5 is zoned by the Eagles Nest PUD. Under the Eagles Nest PUD zoning, Lot 5 is intended for Multi-family development at 8-10 dwelling units per acre. The subject Preliminary Site Plan proposes 31 total residential units in 14 duplex and 1 triplex residential configurations. *(Please see the attached plans for further information.)*

Legal Description: Lot 5, the Ponds at Blue River Subdivision

Site Area: 12.13 acres

Zone District: Eagles Nest Planned Unit Development (PUD)

Site Conditions: Vacant land

Adjacent Uses: North: Town of Silverthorne Open Space
South: Bald Eagle Road and Town of Silverthorne Open Space
East: Angler Mountain Ranch development
West: Ponds at Blue River development

Height: Allowed: Maximum 35 feet
Proposed: A range of building heights are proposed and the maximum is approximately 34 feet

Lot Coverage: Allowed: 60%
Proposed: 10.9%

Parking: Required: Multi-family requires 1.5 spaces per dwelling unit and 1/2 space for each additional bedroom

Proposed: Parking provided conforms to PUD requirements

Snowstack: Required: 25% of paved surface
Proposed: Exceeds 25% of paved surface area

Setbacks: Required: 20' front and rear setback and 10' side setback with no less than 10 feet between structures at any point
Proposed: Meets or exceeds front and rear setbacks and meets minimum separation of structures (10')

PREVIOUS COUNCIL ACTION: Town Council reviewed and approved a Minor Subdivision, Final Site Plan, and Disturbance Permit Application (DPA) for Silver Trout Estates on October 22, 2008, which has since expired. On October 23, 2013, Town Council approved a Minor Subdivision, Final Site Plan, and DPA for Silver Trout Estates, which has also since expired.

BACKGROUND: Zoning on Lot 5 was established with the approval of the Eagles Nest PUD. Permitted density was further defined by the Third Amendment to the Development Plan Agreement between the Western Skies (Ponds at Blue River developer), Blue River Land Company (developer of Three Peaks) and the Town. Under this Third Amendment to the Development Plan Agreement, density on Lot 5 was established at a maximum of 50 multi-family residential units. All other zoning standards and regulations on Lot 5 follow the Eagles Nest PUD. Lot 5 is designated as Multi-family with a density of 8-10 dwelling units per acre in the Eagles Nest PUD.

PROPOSAL:

The current Preliminary Site Plan submittal is consistent with the Final Site Plan approved on October 23, 2016, in terms of the number of units proposed and the general layout of the proposed site plan. Thirty-one dwelling units are proposed on the 12.14 acres of Lot 5. The property is bordered by the South Forty Subdivision to the north, Bald Eagle Road to the south, a man-made pond to the east, and the Angler Mountain Ranch Subdivision to the northwest. The proposed development would be accessed via a new paved road as an extension of the existing Fly Line Drive in the form of a loop connecting Bald Eagle Road from the south to the existing cul de sac of Fly Line Drive to the north. The proposed dwelling units are predominantly duplex units, with one triplex structure proposed near the center of the development. Because the majority of the site is below the 100-year Floodplain elevation, all residential development will be built upon fill material to raise the units out of the Floodplain. Raising the site elevation will necessitate the elimination of most of the existing vegetation within the development area. Sewer siphon vaults have been implemented into the design and installed, which reduced the amount of fill originally needed in earlier applications to accommodate the previous design that relied upon a straight gravity feed.

PRELIMINARY SITE PLAN ANALYSIS:

Comprehensive Plan Conformance: When the original Eagles Nest PUD was under review, the entire Eagles Nest project was found to be in general conformance with the

Town's Comprehensive Plan. Staff finds that while there have been numerous revisions and updates to the Comprehensive Plan since the establishment of the Eagles Nest PUD zoning, the general land use recommendations for the Eagles Nest area have not substantively changed. Silver Trout Estates will be developed in accordance with the Eagles Nest PUD Guidelines and the Third Amendment, therefore, Staff finds the development of Lot 5 for residential land use is in general compliance with the applicable 2014 Town of Silverthorne Comprehensive Plan goals and objectives.

Staff finds the following list of Comprehensive Plan Policies relevant to the proposed Silver Trout Estates residential development:

Policy LU 1.1 – Encourage a logical pattern of development, in which the highest density and intensity is found in the Town Core and Gateway commercial districts; radiating outward to Periphery, Business Park, and Destination Commercial districts; eventually to lower density residential development on the northern and eastern edges of Town.

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

Policy LU 3.1 – Focus highest density residential development within and radiating outward from Silverthorne's Town Core, transitioning to medium and lower density neighborhoods to the north and east, eventually promoting a buffer of the lowest density, largest lot residential areas abutting the private agricultural and public lands that surround the Town.

Policy LU 3.2 – Promote enduring design, quality materials, and durable building techniques across all housing types, to preserve Silverthorne's community character and quality of life for all residents.

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

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 land forms, significant vegetation, and view corridors.

Policy LU 5.7 – Preserve and restore riparian corridors and in-channel vegetation to the maximum extent possible to protect water quality and wildlife habitat within Silverthorne.

Policy LU 5.9 – Require new and existing development 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 5.10 – *Work with the appropriate state and federal agencies to preserve and improve fish and wildlife habitat and to ensure that new development minimize any adverse impacts on wildlife habitat breeding areas, and migration routes in and adjacent to Silverthorne.*

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.*

Zoning – As previously stated in this report, Lot 5 is zoned via the Eagles Nest PUD. Under the Eagles Nest PUD, Lot 5, the Ponds at Blue River Subdivision, is to be developed as multi-family residential neighborhood with a permitted density of 8-10 dwelling units per acre.

Lot 5 is additionally restricted by the Third Amendment to the Development Plan Agreement. The Third Amendment to the Development Plan Agreement is an agreement between the Blue River Land Company (developer of Eagles Nest Golf Course Subdivision), Western Skies Blue River Associates (developer of the Ponds) and the Town. The Third Amendment resolved certain development issues such as land dedications for open space purposes, water right allocations, density allocations, and provisions for infrastructure cost sharing which had not yet been resolved with the previous developer, the Centron Corporation. The Third Amendment specifically limits Lot 5 to a maximum of 50 units. Open space land dedication and water rights allocation on Lot 5 have previously been resolved with the approval of the Ponds at Blue River Subdivision, and infrastructure cost sharing has been addressed via the now dissolved Reimbursement Agreement between the aforementioned parties.

Proposed Land Uses – According to the Eagles Nest PUD, Multi-family residential use is defined as: “*A building or portion thereof, designed for, or occupied by, two or more families living independently of each other, but not including hotels or motels.*” Based on this definition, the 14 duplex and 1 triplex units proposed in Silver Trout Estates meet the definition of multi-family under the Eagles Nest PUD Guidelines.

Density – Gross density of the Silver Trout Estates development is 2.5 units per acre. A total of 31 units (14 duplex units and 1 triplex unit) are proposed. Net density levels (units/disturbed area acreage), is approximately 7.2 units per acre. This figure is below the permitted 8-10 units per acre per density permitted in the PUD. However, reductions in the density levels are permitted in the PUD Guidelines. Proposed density levels are also under the maximum density permitted in the Third Amendment to the Development Plan Agreement.

Lot Size – The existing size of Lot 5, 12.13 acres, is adequate for the proposed development plans.

Floodplain – Almost the entire land area encompassed by the property boundary of Lot 5 is within the 100-year Floodplain. As indicated in the Final Site Plan submittal, building

areas are being raised with fill material so that the lowest habitable floor level of each unit is a minimum of 18" above the water surface elevation of the 100-year Floodplain. The Federal Emergency Management Agency (FEMA) requires any habitable living space to be one (1) foot above the 100-year floodplain elevation. Since their previous Preliminary Site Plan approval, the applicants have obtained the required Conditional Letter of Map Revision (CLOMR). The site must be filled according to the footprint and elevations in the FEMA approved CLOMR including the imported fill material, as well as the structural, reinforced concrete retaining/foundation walls for the future dwellings. Following this, the Blue Shores, LLC developers will then submit to FEMA the as-built conditions and related modeling and mapping for final review and approval. Upon FEMA approval of these materials, the Letter of Map Revision (LOMR) will be issued and the floodplain map will officially be changed allowing for changes to be made to the Flood Insurance Rate Maps related to Floodplain location. (Please see Exhibits A and E for further details.)

Setbacks – Building setbacks meet the minimum requirements found in the Eagles Nest PUD Guidelines. Staff does have concerns with the aesthetics of lining the proposed road (Fly Line Drive) with structures that are, in many cases, separated at the minimum building separation distance.

Unit 30/31 – During the previous Final Site Plan review, Staff was not supportive of the location of Units 30/31, and Staff continues hold this position. The configuration and location of Units 30/31 are foreign to the rest of the proposed development and negate the advantages of the clustering of homes in the remainder of the development. All of the other units are designed as side-by-side townhome units containing three or four bedrooms, while Units 30/31 are planned with an over/under one-bedroom duplex unit design. It appears that this anomaly of a structure has been proposed in order to maximize the number of units in the development. Units 30/31 do not relate to the rest of the development and are out of character with what would otherwise be a thematically consistent neighborhood. The area in which Units 30/31 are proposed would otherwise provide a continuous buffer between neighborhoods if this structure was removed from the plan. Staff also has technical concerns related to the necessary water and sewer utilities to this structure, proposed driveway access to Units 30/31, and future right-of-way for Fly Line Drive. As such, staff has included the removal of Units 30/31 from the proposed Final Site Plan as a recommended condition of approval.

Parking Requirements – The parking requirements for Lot 5 follow the Eagle Nest Design Guidelines. Under the Eagle Nest Design Guidelines, one-bedroom units require 1.5 parking spaces and each additional bedroom requires 0.5 additional parking spaces. The applicant has provided sufficient parking spaces to meet the PUD requirements based on the bedroom numbers. However, not all of the required parking spaces are planned to be located in the subject unit's garage or adjacent surface parking space. In certain cases, the required parking space is provided on the private drive adjacent to the location of the unit.

Landscaping – The proposed landscaping plan adheres to the levels required by the Town Code for Multi-family development. As permitted by Town Code, for the purpose

of calculating required landscaping area, the lot area may be reduced by the area covered by existing natural landscaping that will remain undisturbed by development. According to the site plan, 340,561 square feet will remain undisturbed resulting in 188,044 square feet of disturbed area. The Code thereby requires a minimum of 188 trees and 282 shrubs and the current proposal meets these minimum requirements.

Architecture – Three separate building models are proposed for the development. Model 3 represents a specific design for Unit 30/31 which contains two one-bedroom duplex units in an over/under configuration. The other two models range in size from three to four-bedroom duplex units. Architectural elevations and floor plans have been provided in the submittal. Staff finds the proposed architectural character of the proposed development is consistent with that of the multi-family structures found in Angler Mountain Ranch and the Ponds at Blue River development. The Eagles Nest architectural review is conducted by their HOA's Design Review Committee (DRC). The PUD Design Guidelines contain a limited number of architectural design requirements; however, the PUD does discuss architectural compatibility. Paragraph 10 of the Architectural/Design Controls states:

“All structures within each development area shall be visually compatible with other structures in the same area and the surrounding landscape. Structures within the same area shall be of similar type, size and scale and shall be designed in a manner that does not cause visual competition among buildings. Thematic architecture from periods of environments other than mountain, or the use of design elements inconsistent with the elevation, setting, climatic conditions and indigenous architectural style shall not be accepted.

Compatibility among structures will be evaluated in terms of scale, height, bulk, fenestration types, roof slope, use of exterior materials and external coloration.”

Staff finds that the proposed architecture is compatible with that of surrounding development, and therefore, is in accordance with the requirements of the PUD.

Cul-de-sac – As indicated on the Site Plan, a cul-de-sac has been designed on the Angler Mountain Ranch property adjacent to the Silver Trout Estates. A cul-de-sac is required until a second road connection can be made originating from the Angler Mountain Ranch side of Fly Line Drive. A Road and Cul-de-sac Agreement between Angler Mountain Ranch and Silver Trout Estates has been executed and recorded in accordance with the requirements of Staff.

Geologic Hazards – No known geologic hazards are present on Lot 5.

Wildlife – A Wildlife Assessment Report (Exhibit D) has been submitted as part of the applicant's proposal. According to this report, the presence of wildlife on Lot 5 is directly influenced by the close proximity of the Silver Trout Estates property to existing

development. In consideration of the existing developments surrounding the project site, the study indicates that wildlife use of the property will mainly be constrained to those species capable of existing in close proximity to humans. The report states that habitat suitable for use by boreal toads may be present within the property boundary. The study does suggest general recommendations to lessen impacts to wildlife such as maintaining a 25' wetland setback, keeping pets indoors or on a leash, placing bird feeders out of reach for bears and other wildlife, and limiting the winter disturbance to elk and deer.

Water and Sanitation service – Capacity at the Joint Sewer Authority is sufficient to serve the development and sufficient water service is available to the site. Water and sewer infrastructure has already been installed through the site to serve Angler Mountain Ranch.

Trails/Sidewalk – According to the Parks, Trails, and Open Space Master Plan there should be a “Neighborhood Walkup Trailhead” in the area of the Silver Trout Estates development. A Neighborhood Walkup Trailhead would provide access to the river, and adjacent Town open space (Tract B-1, Ponds at Blue River Subdivision). The Silver Trout Estates development proposes to provide access by providing a 35' wide access easement above an existing water and sewer easement crossing the Blue River. Additional access to Town Open Space land would also be provided by the Town Right-of-Way being dedicated with the Silver Trout proposal, located near Units 30/31. The SPORT Committee would like to have the Applicant provide some convenient public parking near the access points to the river and open space. Staff believes that such parking has been provided as suggested by SPORT Committee. Planning and the Public Works Department have discussed the desire for a sidewalk on Flyline Drive. Since Flyline Drive is classified as Local Street, Town Code and Street Standards would not require a sidewalk. Pursuant to the terms in the Third Amendment to the Development Plan Agreement, the Town cannot require additional recreational or open space dedications.

DISTURBANCE PERMIT APPLICATION (DPA) ANALYSIS:

Wetlands – In order to obtain access to Lot 5, some wetland disturbance is necessary and otherwise unavoidable. Accordingly, a Disturbance Permit Application (DPA) is required with the development of the Silver Trout Estates development. There were no other practical alternatives to the access road given the physical shape and location of the property. The Town Planning Department and Engineering Departments are requiring that the property provide two access points for health, safety and welfare reasons.

According to the Waterbody, Wetland and Riparian Protection Regulations of the Town Code, Staff must find that the application meets at least one of the standards in Code Section 4-8-20 “Review standards for Disturbance Permit” can be met. Staff finds that the proposed Silver Trout Estates development meets standard 4-8-20(2);

“The proposed activity is necessary to achieve access to property or provide utility service to property, and no other access route avoiding wetland and buffer zone areas is practical or the proposed access route results in better overall design of the site development.”

To develop Lot 5, the applicant is required to make certain access connections shown on the Preliminary Plans. A DPA has been submitted showing total permanent wetland impacts of 10,623 square feet and permanent aquatic habitat impacts of 1,748 square feet, resulting in a total impact of 12,551 square feet. In addition to the direct wetland impacts the development will have additional impacts to 17,004 square feet of the restrictive inner buffer. Because wetland impacts are necessary to provide access, a DPA is appropriate, and the Applicant is providing acceptable Disturbance and Mitigation Plans that meet Code standards.

Mitigation is required to off-set permanent wetland and aquatic habitat impacts as required by the Town's Waterbody, Wetland and Riparian Protection Regulations. According to the DPA, the Applicant is proposing to mitigate direct wetland and aquatic habitat impacts by providing an equal amount (12,551 square feet) of newly created wetlands to be located adjacent to the development area (see Figure 5 of the DPA). In addition to the wetland mitigation, the DPA also proposes to provide an additional 12,371 square feet of riparian enhancement near the wetland mitigation site (see Figure 5). In general, it appears that Silver Trout Estates' mitigation plan addresses the intent of the Waterbody, Wetland and Riparian Protection Regulations by protecting wetlands where possible and where impacts do occur by mitigating those impacts with the creation of an equal amount of wetland areas on-site. Staff will perform onsite monitoring of the planned Best Management Practices (BMPs) throughout the construction process to ensure compliance.

The wetland and aquatic habitat disturbance and associated mitigation plan have been reviewed and approved by the U. S. Army Corps of Engineers (USACE) in conjunction with their permitting process. The Applicant has a current USACE Nationwide Permit for fill activity in wetlands which has been updated to reflect proposed wetland fill activities consistent with the Preliminary Site Plan. The revised USACE permit was obtained to satisfy one of the nine previous conditions of the Preliminary Site Plan approval. Staff previously recommended that the Applicant update their wetland delineation information used in the DPA and this has been done by their consultant, Western Ecological Resources.

The DPA will be considered for approval at such time as a Final Site Plan application is submitted for review.

Town Engineer's Memo – Please refer to Exhibit A for further information regarding wetland and floodplain requirements.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, by a vote of 6-1, recommends approval of the Preliminary Site Plan for Blue Shores (Silver Trout Estates), with the following condition:

1. Units 30/31 shall be removed from the proposed Preliminary Site Plan set prior to submittal of a Final Site Plan application.

Suggested Motion: *“I move to approve the Blue Shores, LLC/Silver Trout Estates Preliminary Site Plan Application, with the Planning Commission recommended condition.”*

Alternate Motion: Should Council determine that the proposed Preliminary Site Plan does not meet Town requirements, the following motion may be made: *“I move to deny the Preliminary Site Plan for Blue Shores, LLC (aka Silver Trout Estates), with the finding that it does not meet STC Section 4-6-6(k) Criteria for a Preliminary Site Plan.”*

EXHIBITS:

Exhibit A: Town Engineer memo dated June 9, 2016

Exhibit B: Referral Agency Comments

Exhibit C: Citizen Comments

Exhibit D: Applicant’s Wildlife Assessment

Exhibit E: Applicant’s CLOMR Update

Exhibit F: 8.5”x11” Plans

ATTACHMENTS:

Preliminary Site Plan, Landscaping Plan, and Architectural Elevations (11”x17”)

To: Matt Gennett, Planning Manager
From: Dan Gietzen, Town Engineer
Date: June 9, 2016
Subject: Silver Trout Estates, Preliminary submittal, Public Works/Engineering comments

Comments:

The Silver Trout Estates (STE) project has been in the review process since 2006. Since that time Silverthorne staff has made numerous comments on the numerous submittals made by the Applicant. In October of 2013, STE received Town Council Final approval; the Applicant had addressed all of staffs remaining comments, including conditions of approval from the Preliminary plan approval step, dating back to late 2011. The October 2013 approval expired however in April of 2014 – thus the Applicant is re-submitting their plan now. This resubmittal is materially the same as the prior plan that was approved in 2013 and as such Silverthorne Engineering/Public Works staff recommends approval of this Preliminary plan as presented.

Development within the Floodplain and FEMA permitting

The remainder of this report will discuss the topic of the floodplain, criteria for allowable development within the floodplain and the necessary sequence of steps for the development of this site. The following will describe some of the basics behind the FEMA floodplain rules and regulations, which TOS has adopted as requirements to be a participating community in the National Flood Insurance Program (NFIP).

The entire project site is located within the FEMA mapped 100-year floodplain.

Development within the floodplain is permissible as long as 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.

The Applicant performed a floodplain study back in December 2010 which was subsequently submitted to FEMA in request for a Conditional Letter of Map Revision, or CLOMR. The CLOMR is FEMA's process for reviewing and permitting development or fill within the regulated floodplain. If a CLOMR is approved, development is allowed. Upon completion of building the development, the as-built conditions will then be submitted the FEMA for their verification and sign off. Once this occurs, FEMA issues a Letter of Map Revision or LOMR, which officially changes the effective regulatory floodplain map to reflect the conditions in the approved flood study.

Per FEMA, State and local standards in effect in 2010/2011 development is allowed as long as it can be demonstrated, via scientific modeling, that changes to BFEs are equal to or less than 1 feet. (This was later changed to 0.5 feet in late 2011.) FEMA approved the flood study and issued the CLOMR on September 27, 2011, concluding that the maximum change to the BFEs was 0.4 feet, which is well below that maximum threshold of 1 foot which was effective at that time.

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.

“But the site is wet now” – citizen comments and concerns

TOS staff understands citizen’s concerns about this; staff realizes that the site already experiences shallow flooding during moderately high river flows. The site, and the structures to be built on it will be raised 4 to 5 feet above current elevation.

Steps for development

In brief, bullet point, format, here are some basic facts to consider that the STE developers will need to consider and plan for:

- The site must be filled according to the footprint and elevations in the FEMA approved CLOMR. This includes both imported fill material as well as the structural, reinforced concrete retaining/foundation walls for the future dwellings. This will require significant, upfront, time, effort and costs.
- After this, the Applicant will then submit to FEMA the “as-built” conditions and related modeling and mapping to FEMA for final review and approval. If and when FEMA approves this, then the Letter of Map Revision (LOMR) will be issued and the floodplain map will officially be changed. From staff’s past experience, this process usually takes 6 to 8 months. It could take longer.
- After FEMA issues the LOMR, the site will be effectively removed from the regulatory floodplain and building permits can then be issued. (Building permits cannot be issued before this, under the CLOMR.)
- The STE developers will be posting a sizable Letter of Credit construct public infrastructure. This includes raising the site and obtaining the LOMR, so that building permits can then be issued.
- The site will not be considered developable for building permit issuance until it is removed from the floodplain via the LOMR. The STE developers will be solely responsible for obtaining the LOMR. If the LOMR isn’t issued, then buildings can’t be built, or sold.
- In summary, 1) FEMA has already issued the CLOMR for the proposed STE development; the project meets FEMA regulations 2) The STE Applicants have significant capital, time and effort to invest in the project to remove it from the floodplain before the first building permit can be issued and 3) all costs associated with obtaining this approval will be the Applicants.



COLORADO

Parks and Wildlife

Department of Natural Resources

Hot Sulphur Springs Service Center
 PO BOX 216 | 346 Grand County Road 362
 Hot Sulphur Springs, Colorado 80451
 P 970.725.6200 | F 970.725.6217

May 4, 2016

Matt Gennett
 Town of Silverthorne
 601 Center Circle, PO Box 1309
 Silverthorne, CO 80498

RE: Blue Shores/Silver Trout Estates Subdivision Preliminary Plan

Dear Mr. Gennett,

Thank you for the opportunity to comment on the Blue Shores/Silver Trout Estates Preliminary Plan proposal. Colorado Parks and Wildlife (CPW) has a statutory responsibility to manage all wildlife species in Colorado; this responsibility is embraced and fulfilled through CPW's mission to protect, preserve, enhance, and manage the of Colorado for the use, benefit, and enjoyment of the people of the State and its visitors. CPW encourages Blue Shores/Silver Trout Estates and Town of Silverthorne Planning Department to afford the highest protection for Colorado's wildlife species and habitats. CPW has reviewed the proposal and visited the site, and would like to offer the following comments on potential impacts to wildlife.

The proposed Blue Shores/Silver Trout Estates property (the Property) totals approximately 12.14 acres and is part of the Eagles Nest Master Planned Community. The property is bordered by the Blue River to the west, Bald Eagle Road to the south, a large man-made pond to the east, the South Forty Subdivision to the north, and the Angler Mountain Ranch subdivision to the northwest. The property has been proposed for a development of 31 multi-family dwellings consisting of 14 duplexes and 1 triplex, ranging from 1,800 to 2,300 square feet in size. The property will be accessed via a new paved public road (Flyline Drive) extending north from Bald Eagle Road, traversing the project site, and connecting eventually with Angler Mountain Ranch to the northeast. Also included in the proposal is a private drive that runs along the west bank of the man-made pond, connecting with Flyline Drive at the north and south ends of the parcel and creating a loop. All utilities extend to the project site from Bald Eagle Road and align with the access roads.

The currently undeveloped Blue Shores/Silver Trout Estates property is characterized by six identified wetlands, permanent aquatic habitat, riparian forest, lodgepole, sagebrush and shrubland vegetation. While relatively small in size, this highly diverse parcel along the Blue River provides habitat for multiple species of wildlife. Because this property is surrounded by several other developed residential areas, and it currently provides a valuable seclusion area and movement corridor for many wildlife species along the Blue River. Development of this property will contribute to overall net loss of wildlife habitat in Summit County and will increase potential human conflicts with local wildlife, specifically black bears and moose.



CPW reviewed the Blue Shores/Silver Trout Estates Wildlife Reports (2015 and 2006), and found that the reports did not thoroughly identify all wildlife present on the property. CPW performed a site visit in August 2015, and observed an abundance of moose and deer sign (browse, tracks and scat), neither of which were mentioned in the 2015 Wildlife Report as having known presence on the parcel. The 2015 Wildlife Report also states that “no black bear or mountain lion movement corridors were mapped within the vicinity,” (p. 5) implying that the animals do not move through the area. CPW would like to clarify that the property falls within overall range for both black bears and mountain lions, which inherently includes movement areas and corridors. The “movement corridors” referred to on our wildlife maps are meant to designate migration paths between seasonal habitats, but because this parcel falls within an entire habitat range, specific migration corridors are not specified.

Wildlife Habitat and Wetlands

The presence of the Blue River flowing along the western boundary of the property provides valuable riparian and wetland habitat. Streams and associated riparian areas are some of the most highly productive and valued wildlife habitats in Colorado, and provide movement corridors for numerous avian, mammalian and aquatic species. Wetlands are a vital component of the ecosystem, providing a natural filtration system to maintain water quality, retaining water during periods of drought, acting as a buffer to flooding during periods of high water, reducing erosion, and providing critical habitat for wildlife. Wetlands serve as seclusion, nesting, feeding, and movement areas for migratory birds and other wildlife species, including black bears and moose. Wetlands adjacent to residential areas are susceptible to trampling, vegetation removal, domestic animal predation, debris and noise disturbance.

The proposed Silver Trout Estates project area contains approximately 1.78 acres of delineated wetlands. This includes six wetlands and a designated aquatic habitat ranging from 0.075 to 0.957 acres in size. The Lower Blue River Basin has experienced significant loss of wetland areas to residential development over time, and CPW feels strongly that no wetlands are disturbed or lost in this project and that sufficient buffers are maintained to protect the existing wetland areas.

“Wetland buffers are areas that surround a wetland and reduce adverse impacts to wetland functions and values from adjacent development. The literature indicates that buffers reduce wetland impacts by moderating the effects of stormwater runoff including stabilizing soil to prevent erosion; filtering suspended solids, nutrients, and harmful or toxic substances; and moderating water level fluctuations. Buffers also provide essential habitat for wetland-associated species for use in feeding, roosting, breeding and rearing of young, and cover for safety, mobility, and thermal protection. Finally, buffers reduce the adverse impacts of human disturbance on wetland habitats including blocking noise and glare; reducing sedimentation and nutrient input; reducing direct human disturbance from dumped debris, cut vegetation, and trampling; and providing visual separation. Wetland buffers are essential for wetlands protection.” (Castelle, et al 1992)

Scientific literature indicates that buffers from 50 to 150 feet are necessary to protect wetlands from direct human disturbance in the form of human encroachment (Castelle et al, 1992). CPW is concerned that the 25' setback from the Blue River and wetland areas in the project narrative design plan are insufficient to protect the integrity of these habitats, and recommends a minimum of 50' wetland buffers for all development, including home sites, roads and driveways, to reduce impacts and maintain some value for wildlife.

CPW acknowledges that 12,371 square feet (approximately 0.284 acres) of wetlands and aquatic habitat will be permanently impacted by the proposed access road, approximately 16% of the total wetlands on the property. CPW notes the Wetland Mitigation Requirement in Section 7.1 (p. 6) of the Wetland Disturbance Permit Application (April 2012), and the intent to create new wetland mitigation areas in two locations on the property. The sizes of these wetland mitigation areas are not specified, and CPW recommends that the mitigation areas be equal or greater than the 12,371 square feet of permanently impacted wetlands. CPW further recommends that unless necessary for fire mitigation, no landscaping, live tree removal or native vegetation removal be permitted within wetlands and wetland buffer zones.

Raptors

The property falls within Bald Eagle winter range and summer foraging range, and Osprey summer foraging range, as well as breeding habitat for Neotropical migrant land bird species as identified in the 2015 Wildlife Report (p. 3). The report also identified an active Accipiter nest on the property (p. 4). Potential impacts to bird species due to tree and vegetation removal for residential development are of concern to CPW. In compliance with the Migratory Bird Treaty Act (MBTA), CPW recommends that prior to construction, valid raptor nest surveys (before July 31) and migratory bird nest surveys (before July 15) will be performed on the Property. Trees with active nests should be retained within the project area. Construction activities should not commence within 0.25 mile radius of any active raptor nest until fledging has occurred. Refer to Appendix A for CPW's raptor guidelines and a list of raptors that are most likely to occur in the project area.

Black Bears, Coyotes, and Foxes

The entire Blue Shores/Silver Trout Estates subdivision is located within black bear habitat including human conflict area and summer range, and the property is adjacent to summer concentration habitat. Human food sources associated with residential areas including garbage, pet food, barbecue grills, and birdfeeders can attract black bears, as well as coyotes, foxes, raccoons, skunks and other unwanted wildlife. Bear activity is likely throughout the proposed subdivision due to the close proximity to the Blue River, which is a movement corridor for bears. Adjacent neighborhoods along the Blue River corridor currently experience bear activity during spring, summer and fall months. Conflicts between Blue Shores/Silver Trout Estates residents and bears will occur if steps are not taken to reduce attractants to bears around home sites within the subdivision. CPW recommends that all new housing developments in Summit County, including the Blue Shores/Silver Trout Estates subdivision, require and enforce the following overnight garbage storage restrictions:

- All garbage that is placed, stored, or kept outside of a building, structure, or an approved trash dumpster enclosure shall be kept in an outdoor garbage receptacle.
- Garbage may be placed at the curbside for pick up only when fully contained within a receptacle. No garbage may be placed at the curbside in a paper or plastic bag, or other container that is not a receptacle.
- Any receptacle placed for curbside pick up shall be kept closed and secured with no gap between the container and the lid until it has been emptied by the trash contractor and moved back to its normal location.
- Receptacles may be placed at the curbside only after six o'clock (6:00) A.M. on the day of pick up. After pick up, each receptacle must be moved back to its normal location by ten o'clock (10:00) P.M. of the same day.

- The owner of real property and any other person who causes the accumulation of garbage at the owner's property are both individually responsible for any garbage placed, stored, or kept at such property.

CPW advises the Town of Silverthorne and the Silver Trout Estates Homeowner's Association (HOA) to incorporate the above trash policies into Article X, Section 10.15 of the Declaration of Covenants, Conditions and Restrictions for Silver Trout Estates (The Declaration) to help prevent future bear conflicts in the proposed subdivision. In addition to requiring bear-resistant trash receptacles and prohibiting outdoor/overnight storage of garbage, CPW also recommends the following additions to the Declaration (under Article X, Section 10.09), each of which can be a tremendous attractant for bears, as well as coyotes, foxes, raccoons and skunks:

- Prohibit outdoor growth of fruit trees
- Prohibit compost piles
- Prohibit outdoor placement of pet food
- Prohibit backyard poultry and waterfowl (chickens and ducks)
- Prohibit bee hives
- Require maintenance of clean grills

Intentional feeding of wild animals, primarily foxes and moose, is also problematic throughout Summit County. With the exception of bird feeders, any type of feeding, baiting, salting, or other means of attracting wildlife is illegal. CPW advises that the Declaration specifically prohibit feeding of wildlife (other than standard birdfeeders) and prohibit the placement of salt blocks. Both homeowners and tenants may be cited by CPW or other local law enforcement if these violations occur. Homeowners and tenants should plan on educating themselves about local wildlife. Resources and brochures can be found on our website at:

<http://wildlife.state.co.us/WildlifeSpecies/LivingWithWildlife/Pages/LivingWith.aspx>

Elk and Mule Deer

The Property falls within summer and overall range for elk, and lies adjacent to summer concentration area and winter range on Ptarmigan Mountain. The property also parallels a known elk crossing zone along Highway 9, on the west side of the Blue River. While elk have historically inhabited and migrated through this property on a seasonal basis, the recent residential development of lands north, east and west of the property have significantly decreased the use of this parcel by elk, which occasionally move through the property but do not utilize it for long periods of time due to surrounding disturbances. Residential development of this property will eliminate the habitat value of this parcel for elk.

The Property falls within summer range and migration corridor for mule deer. Mule deer utilize this property throughout the spring, summer and fall months. Mule deer generally congregate in smaller herd groups than elk, and have continued to utilize this property despite the development of adjacent areas. Mule deer were not mentioned specifically in any of the Wildlife reports other than being "common to the Blue River Valley" (p. 4). As mentioned above, abundant mule deer sign was observed by CPW on a site visit during August 2015, and mule deer including young fawns are sighted frequently in the area throughout the spring, summer and fall. This parcel currently serves as a seclusion area for mule deer, providing a zone of cover and forage that allows them to move between undisturbed pockets of habitat along the Blue River corridor. Development and residential use of this property will

create significant disturbance and eliminate the current habitat value of this parcel, contributing to overall loss of habitat for mule deer.

Moose

The Property falls within designated priority habitat for moose, as well as summer, winter and overall range. As mentioned above, abundant moose sign was observed by CPW on a site visit during August 2015, and moose are known to be present and have been sighted on the property throughout the year. Both the 2006 and 2015 Blue Shores/Silver Trout Estates Wildlife Reports fail to mention moose in the wildlife assessments, inventories and surveys conducted on the property. Moose move through the Silverthorne area year round, and are sighted frequently along the Blue River and throughout residential neighborhoods adjacent to the proposed property. CPW is concerned that the high number of residential units proposed for the property will lead to conflicts with moose. Many residents in Summit County have dogs, and often allow them to run at large. Moose react to dogs as they would to wolves, and do not run from dogs but may defend themselves and attack if provoked. Dogs that bark at, chase or harass moose can create a dangerous situation for both pets and humans.

Pets

Pets can have significant negative impacts on local wildlife. In addition to creating conflicts with moose, both dogs and cats can chase, harass and kill other wildlife including fawns, calves, small mammals and songbirds. Pets also can be attractants for predators such as mountain lions and coyotes, both of which inhabit the general area of Silverthorne.

CPW supports Article X, Section 10.18 (a, b, & c) of the Declaration, which requires pets to be controlled with leashes while on the Property, prohibits dogs and cats from roaming freely, and requires pets to be fed indoors. CPW strongly advises an addition to Section 10.18 of that would allow for runs, kennels or small yards at each residence and require domestic pets to be contained in such fenced areas if not on a leash. CPW recommends outlining wildlife-friendly fencing requirements and specifications in the Declaration as well. Lack of fencing can lead to wildlife harassment by dogs, and improper fences in residential areas can impede migration and entangle wildlife. Detailed specifications for wildlife-friendly fencing can be found on our website at:

<http://cpw.state.co.us/Documents/LandWater/PrivateLandPrograms/FencingWithWildlifeInMind.pdf>

Non-native Plants and Weeds

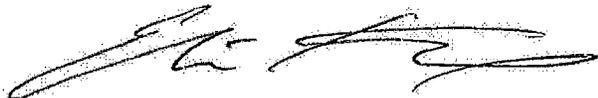
The removal and disturbance of native vegetation for the proposed residential construction will result in loss of habitat for wildlife species that utilize the area. In addition, non-native weed species easily become established on disturbed soils, and spread easily along riparian areas as seeds are carried along waterways. The intentional planting of non-native ornamental plant species for landscaping can also contribute to the spread of these invasive plants. Establishment of non-native plants and weeds reduces the density of native vegetation, degrades the habitat values for wildlife, and can lead to ongoing and costly control measures.

CPW recommends development of a Blue Shores/Silver Trout Estates reclamation and weed management plan that includes removal and control of non-native weeds during the construction period, annual monitoring and control post-development, and reseeded of disturbed areas to maintain healthy vegetation and prevent further spread of weeds along the Blue River corridor. CPW has reviewed Article X, Section 10.19 of the Declaration, and advises adding a Prohibited Plant List that

includes all plants on the Colorado Noxious Weeds List (Appendix B). Several species on this list have been identified locally and are known to be present in Summit County (Appendix C).

CPW appreciates the opportunity to be actively involved throughout this planning process, and would be happy to discuss these wildlife issues with Blue Shores/Silver Trout Estates and the Town of Silverthorne. If you have any questions, please contact me at 970-485-3081.

Sincerely,



Elissa Knox
District Wildlife Manager, Summit County

CC: Ron Velarde-Regional Manager (CPW)
Lyle Sidener-Area Wildlife Manager (CPW)
Tom Davies- District Wildlife Manager (CPW)
Kirk Oldham- Wildlife Biologist (CPW)
Michelle Cowardin- Wildlife Biologist (CPW)

REFERENCES

Castelle, A.J., C. Conolly, M. Emers, E.D. Metz, S. Meyer, M. Witter, S. Mauermann, T. Erickson, S.S. Cooke, 1992. Wetland Buffers: Use and Effectiveness. Adolfson Associates, Inc., Shorelands and Coastal Zone Management Program, Washington Department of Ecology, Olympia, Pub. No. 92-10.

APPENDIX A

RECOMMENDED RAPTOR BUFFER ZONES AND SEASONAL RESTRICTIONS

AMERICAN KESTREL

Nest Site:

No surface occupancy* (beyond that which historically occurred in the area) within 0.125 mile radius of the nest site, and associated alternate nests. Seasonal restriction to human encroachment within ¼ mile of the nest and any alternate nests from April 1 to August 31.

BALD EAGLE

Nest Site:

No surface occupancy (beyond that which historically occurred in the area; (see Definitions below) within ¼ mile radius of active nests (see Definitions below). Seasonal restriction to human encroachment (see Definitions below) within ½ mile radius of active nests from October 15 through July 31. This closure is more extensive than the National Bald Eagle Management Guidelines (USFWS 2007) due to the generally open habitat used by Colorado's nesting bald eagles.

Winter Night Roost:

No human encroachment from November 15 through March 15 within ¼ mile radius of an active winter night roost (see Definitions below), if there is no direct line of sight between the roost and the encroachment activities. No human encroachment from November 15 through March 15 within ½ mile radius of an active winter night roost if there is a direct line of sight between the roost and the encroachment activities. If periodic visits (such as lift maintenance work) are required within the buffer zone after development, activity should be restricted to the period between 1000 and 1400 hours from November 15 to March 15.

Hunting Perch:

Diurnal hunting perches (see Definitions below) associated with important foraging areas should also be protected from human encroachment. Preferred perches may be at varying distances from human encroachment and buffer areas will vary. Consult the Colorado Division of Wildlife for recommendations for specific hunting perches.

COOPER'S HAWK

Nest Site:

No surface occupancy* (beyond that which historically occurred in the area) within ¼ mile radius of the nest site, and associated alternate nests. Seasonal restriction to human encroachment within ¼ mile of the nest and any alternate nests from March 15 to August 31.

FERRUGINOUS HAWK

Nest Site:

No surface occupancy* (beyond that which historically occurred in the area) within ½ mile radius of the nest site, and associated alternate nests. Seasonal restriction to human encroachment within ¼ mile of the nest and any alternate nests from February 1 to July 15. This species is especially prone to nest abandonment during incubation if disturbed.

GOLDEN EAGLE

Nest Site:

No surface occupancy (beyond that which historically occurred in the area) within ¼ mile radius of active nests. Seasonal restriction to human encroachment within ½ mile radius of active nests from December 15 through July 15.

NORTHERN GOSHAWK

No surface occupancy (beyond that which historically occurred in the area) within ½ mile radius of active nests. Seasonal restriction to human encroachment within ½ mile radius of active nests from March 1 through September 15.

OSPREY

Nest Site:

No surface occupancy* (beyond that which historically occurred in the area) within 1/4 mile of the nest site. Seasonal restriction to human encroachment within 1/4 mile of the nest from April 1 to August 31. Some osprey populations have habituated and are tolerant to human activity in the immediate vicinity of their nests.

PRAIRIE FALCON

Nest Site:

No surface occupancy* (beyond that which historically occurred in the area) within 1/2 mile radius of the nest site.

RED-TAILED HAWK

Nest Site:

No surface occupancy (beyond that which historically occurred in the area) within 1/3 mile radius of active nests. Seasonal restriction to human encroachment within 1/3 mile radius of active nests from February 15 through July 15. Some members of this species have adapted to urbanization and may tolerate human habitation to within 200 yards of their nest. Development that encroaches on rural sites is likely to cause abandonment.

SWAINSON'S HAWK

Nest Site:

No surface occupancy* (beyond that which historically occurred in the area) within 1/4 mile radius of the nest site, and associated alternate nests. Some members of this species have adapted to urbanization and may tolerate human habitation to within 100 yards of their nest. Seasonal restriction to human encroachment within 1/4 mile of the nest from April 1 to July 15.

DEFINITIONS:

Active nest - Any nest that is frequented or occupied by a raptor during the breeding season, or which has been active in any of the five previous breeding seasons. Many raptors use alternate nests in various years. Thus, a nest may be active even if it is not occupied in a given year.

Active winter night roost - Areas where Bald Eagles gather and perch overnight, and sometimes during the day in the event of inclement weather. Communal roost sites are usually in large trees (live or dead) that are relatively sheltered from wind and are generally in close proximity to foraging areas. These roosts may also serve a social purpose for pair bond formation and communication among eagles. Many roost sites are used year after year.

Human encroachment - Any activity that brings humans in the area. Examples include driving, facilities maintenance, boating, trail access (e.g., hiking, biking), etc.

Hunting perch - Any structure on which a raptor perches for the purpose of hunting for prey. Hunting perches provide a view of suitable foraging habitat. Trees are often used as hunting perches, but other structures may also be used (utility poles, buildings, etc.).

Surface occupancy - Any physical object that is intended to remain on the landscape permanently or for a significant amount of time. Examples include houses, oil and gas wells, tanks, wind turbines, roads, tracks, ski lifts, zip lines, etc.

APPENDIX B

Colorado Noxious Weed List (including Watch List), effective December 30, 2015

List A Species (25)

- Common Scientific African rue (*Peganum harmala*)
- Bohemian knotweed (*Polygonum x bohemicum*)
- Camelthorn (*Alhagi maurorum*)
- Common crupina (*Crupina vulgaris*)
- Cypress spurge (*Euphorbia cyparissias*)
- Dyer's woad (*Isatis tinctoria*)
- Elongated mustard (*Brassica elongata*)
- Flowering rush (*Butomus umbellatus*)
- Giant knotweed (*Polygonum sachalinense*)
- Giant reed (*Arundo donax*)
- Giant salvinia (*Salvinia molesta*)
- Hairy willow-herb (*Epilobium hirsutum*)
- Hydrilla (*Hydrilla verticillata*)
- Japanese knotweed (*Polygonum cuspidatum*)
- Meadow knapweed (*Centaurea nigrescens*)
- Mediterranean sage (*Salvia aethiopsis*)
- Medusahead (*Taeniatherum caput-medusae*)
- Myrtle spurge (*Euphorbia myrsinites*)
- Orange hawkweed (*Hieracium aurantiacum*)
- Parrotfeather (*Myriophyllum aquaticum*)
- Purple loosestrife (*Lythrum salicaria*)
- Rush skeletonweed (*Chondrilla juncea*)
- Squarrose knapweed (*Centaurea virgata*)
- Tansy ragwort (*Senecio jacobaea*)
- Yellow starthistle (*Centaurea solstitialis*)

List B Species (37)

- Absinth wormwood (*Artemisia absinthium*)
- Black henbane (*Hyoscyamus niger*)
- Bouncingbet (*Saponaria officinalis*)
- Bull thistle (*Cirsium vulgare*)
- Canada thistle (*Cirsium arvense*)
- Chinese clematis (*Clematis orientalis*)
- Common tansy (*Tanacetum vulgare*)
- Common teasel (*Dipsacus fullonum*)
- Corn chamomile (*Anthemis arvensis*)
- Cutleaf teasel (*Dipsacus laciniatus*)
- Dalmatian toadflax, broad-leaved (*Linaria dalmatica*)
- Dame's rocket (*Hesperis matronalis*)
- Diffuse knapweed (*Centaurea diffusa*)
- Eurasian watermilfoil (*Myriophyllum spicatum*)
- Hoary cress (*Cardaria draba*)
- Houndstongue (*Cynoglossum officinale*)
- Jointed goatgrass (*Aegilops cylindrica*)
- Leafy spurge (*Euphorbia esula*)
- Mayweed chamomile (*Anthemis cotula*)
- Moth mullein (*Verbascum blattaria*)

- Musk thistle (*Carduus nutans*)
- Oxeye daisy (*Leucanthemum vulgare*)
- Perennial pepperweed (*Lepidium latifolium*)
- Plumeless thistle (*Carduus acanthoides*)
- Russian knapweed (*Acroptilon repens*)
- Russian-olive (*Elaeagnus angustifolia*)
- Salt cedar (*Tamarix chinensis*, *T. parviflora*, and *T. ramosissima*)
- Scentless chamomile (*Tripleurospermum perforata*)
- Scotch thistle (*Onopordum acanthium*, *O. tauricum*)
- Spotted knapweed (*Centaurea stoebe*)
- Spotted x diffuse knapweed hybrid (*Centaurea x psammogena* = *C. stoebe* x *C. diffusa*)
- Sulfur cinquefoil (*Potentilla recta*)
- Wild caraway (*Carum carvi*)
- Yellow nutsedge (*Cyperus esculentus*)
- Yellow toadflax (*Linaria vulgaris*)
- Yellow x Dalmatian toadflax hybrid (*Linaria vulgaris* x *L. dalmatica*)

List C Species (16)

- Bulbous bluegrass (*Poa bulbosa*)
- Chicory (*Cichorium intybus*)
- Common burdock (*Arctium minus*)
- Common mullein (*Verbascum thapsus*)
- Common St. Johnswort (*Hypericum perforatum*)
- Downy brome (*Bromus tectorum*)
- Field bindweed (*Convolvulus arvensis*)
- Halogeton (*Halogeton glomeratus*)
- Johnsongrass (*Sorghum halepense*)
- Perennial sowthistle (*Sonchus arvensis*)
- Poison hemlock (*Conium maculatum*)
- Puncturevine (*Tribulus terrestris*)
- Quackgrass (*Elymus repens*)
- Redstem filaree (*Erodium cicutarium*)
- Velvetleaf (*Abutilon theophrasti*)
- Wild proso millet (*Panicum miliaceum*)

Watch List Species (24)

- Asian mustard (*Brassica tournefortii*)
- Baby's breath (*Gypsophila paniculata*)
- Bathurst burr; Spiny cocklebur (*Xanthium spinosum*)
- Brazilian egeria, Brazilian elodea (*Egeria densa*)
- Common bugloss (*Anchusa officinalis*)
- Common reed (*Phragmites australis*)
- Garden loosestrife (*Lysimachia vulgaris*)
- Garlic mustard (*Alliaria petiolata*)
- Himalayan blackberry (*Rubus armeniacus*)
- Japanese blood grass/cogongrass (*Imperata cylindrica*)
- Meadow hawkweed (*Hieracium caespitosum*)
- Onionweed (*Asphodelus fistulosus*)
- Purple pampas grass (*Cortaderia jubata*)
- Scotch broom (*Cytisus scoparius*)
- Sericea lespedeza (*Lespedeza cuneata*)
- Swainsonpea (*Sphaerophysa salsula*)
- Syrian beancaper (*Zygophyllum fabago*)

- Water hyacinth (*Eichhornia crassipes*)
- Water lettuce (*Pistia stratiotes*)
- White bryony (*Bryonia alba*)
- Woolly distaff thistle (*Carthamus lanatus*)
- Yellow flag iris (*Iris pseudacorus*)
- Yellow floatingheart (*Nymphoides peltata*)
- Yellowtuft (*Alyssum murale*, *A. corsicum*)

APPENDIX C

Summit County 2015 Weed Management Plan Noxious Weed List

List A Species:

- Myrtle spurge (*Euphorbia myrsinintes*)
- Orange hawkweed (*Hieracium Aurantiacum*)

List B Species:

- Absinth wormwood (*Artemisia absinthium*)
- Black henbane (*Hyoscyamus niger*)
- Bull thistle (*Cirsium vulgare*)
- Canada thistle (*Cirsium arvense*)
- Chinese clematis (*Clematis orientalis*)
- Common tansy (*Tanacetum vulgare*)
- Dalmatian toadflax (*Linaria dalmatica*)
- Dame's rocket (*Hesperis matronalis*)
- Diffuse knapweed (*Centaurea diffusa*)
- Hoary cress (*Cardaria draba*)
- Houndstongue (*Cynoglossum officinale*)
- Leafy spurge (*Euphorbia esula*)
- Mayweed chamomile (*Anthemis cotula*)
- Musk thistle (*Carduus nutans*)
- Oxeye daisy (*Chrysanthemum leucanthemum*)
- Perennial pepperweed (*Lepidium latifolium*)
- Plumeless thistle (*Carduus acanthoides*)
- Russian knapweed (*Centaurea repens*)
- Russian olive (*Elaeagnus angustifolia*)
- Saltceder (*Tamarix sp.*)
- Scentless chamomile (*Matricaria perforata*)
- Scotch thistle (*Onopordum acanthium*)
- Spotted knapweed (*Centaurea maculosa*)
- Sulfur cinquefoil (*Potentilla recta*)
- Wild caraway (*Carum carvi*)
- Yellow toadflax (*Linaria vulgaris*)

List C Species

- Common mullein (*Verbascum thapsus*)
- Downy brome (*Bromus tectorum*)
- Field Bindweed (*Convolvulus arvensis*)
- Poison hemlock (*Conium maculatum*)



Lake Dillon Fire-Rescue

(970) 262-5100

PO Box 4428

Dillon, CO 80435

www.ldfr.org

Fire Prevention Division

Frisco Station #2

301 South 8th Avenue

Phone: 970-262-5201

Fax: 970-262-5250

Inspection Request Line:

970-262-5215

Administration Office Station #10

401 Blue River Parkway

Phone: 970-262-5100

Fax: (970) 262-5150

Dillon Station #8

225 Lake Dillon Drive

Fax: 970- 262-5350

Keystone Station #11

22393 U.S. Hwy. 6

Fax: 970- 262-5450

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

April 20, 2016

Re: Blue Shores Preliminary Site Plan Review.

Dear Mr. Gennett,

Thank you the opportunity to review and comment on the above proposal again. The fire department has the following comments and concerns:

1. What will be the schedule for the construction of Flyline Drive and the Private Drive? Will Flyline Drive connect on through to Angler Mountain Ranch at this time? Approved temporary turnarounds may be required based on road completion schedules before building construction is allowed.
2. All new fire hydrants shall be installed, tested and accepted by Town of Silverthorne Water Department prior to any building construction.
3. Based on proximity of all fire hydrants to the roadways, bollard protection may be required. This will include the fire hydrant at the beginning of Road A. Field inspections shall determine the need for bollard protection.
4. All portions of a building's exterior walls of the first story shall be within 150 feet of a fire apparatus access road. Duplex units 1-14 exceed the 150 foot requirement.

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

Sincerely,

Steven Skulski
Assistant Chief/Fire Marshal
Lake Dillon Fire District

Unwavering
Dedication to
Serving Our
Community With
Integrity,
Compassion And
Professionalism

To: Town Of Silverthorne Planning Commission

Subject: Silver Trout Final PUD

From: The Ponds at Blue River

May 13, 2016

The Ponds has been informed by Matt Gennett that another Silver Trout preliminary PUD was provided to the town on 3/1/2016. Generally we were told that the latest plan is the same as the plan that was approved by a split vote of the town council in October 2013. To review the latest Silver Trout PUD we were directed to use a PDF copy of the PUD that could be found in Dropbox, an online cloud data source. Upon accessing the PDF we discovered that the document does not offer any ability to index individual sections for information. This requires the user to scroll through and read each of the 642 pages searching for specific information. This is not just difficult but impractical, making any analysis and or comparison to earlier PUD submittals impossible. We believe the developer should be required to provide easier to use indexed documentation for citizens to review. Therefore, the following comments are offered with the caveat that the material provided for analysis severely hinders any detailed review.

In the fall of 2015 eight local HOA associations joined together to form the Blue River Open Space Task Force with the objective of preserving this parcel as open space. The town of Silverthorne owns open space parcels to the North and South of the proposed Silver Trout PUD and the addition of the Silver Trout area would create a contiguous section of Blue River as usable open space which the Task Force members believe would be a great addition to the town. The group met with Summit County Open Space manager Brian Lorch and found that the county would be interested in preserving this area as open space and had offered Mr. Namoff, the property owner, \$1.5 million for the property in an offer that may also provide significant tax advantages to Mr. Namoff. He declined the offer and no counter offers have been made.

The Task Force also analyzed the Silver Trout PUD economics. The additional cost for 2' to 6' of fill, the containment walls, ground water removal during construction, and wetlands mitigation add significant cost to this development. It will be necessary to recover these additional costs in the price of the homes which will require that the market price be higher than comparable new homes. The Task Force became very concerned that competition from the comparable new homes at Angler Mountain and Maryland Creek would hurt sales at Silver Trout. The Task Force was very concerned that the developer would be forced into bankruptcy and the property would be left partially completed.

It is The Ponds at Blue River's recommendation that the Silverthorne Planning Commission and the Town Council not approve the Silver Trout PUD. We strongly believe that the addition of several acres of fill and hundreds of feet of retaining wall will have a detrimental impact on the Blue River and may exacerbate flooding of adjacent properties both above and below the Silver Trout development.

The Preliminary PUD provides a table which documents the estimated infrastructure cost to be used to establish the financial bond that the developer must post. Although it has been stated that the 3/1/2016 Silver Trout PUD proposal has not been changed from the earlier PUD there are many infrastructure items shown in the cost estimate that show significant differences in the quantity of materials. As an example the amount of fill necessary to raise the building envelope above the 100 year floodplain in the current PUD is 30% less than in the previous PUD. It is difficult to determine how the quantity of fill has been reduced without impacting the dimensions of the building envelope. There are other significant differences in the quantity of materials in the 3/1/2016 PUD without any documentation justifying the changes to construction materials.

In addition, the following issues raised by The Ponds at Blue River with the prior PUD remain in the recent PUD proposal. The December 2012 Silver Trout PUD hydrological section by H G Geotech recommended the removal of 2' to 6' of unsuitable soils in several areas of the property prior to construction and that these areas be filled with construction grade compacted soils. This recommendation was changed in subsequent reports, however there have been no soils removed in the recommended areas.

Our major concerns remain the impact that this project will have of the quality of the Blue River, a Gold Medal Fly Fishing stream. The figures in the CLOMAR show the floodway reaching the rear foundation walls of these buildings. Much of the 25' buffer and most of the Riparian Enhancement area lies within the floodway. The hydrological analysis in section 2.0 of the PUD presented for the Flood Insurance Study of the Blue River showed a flow rate of 2760 CFS for a 10 year recurrence interval, or a 10% chance of this occurring in any given year. The 100 year floodplain level shown in the PUD documentation occurs at 3730 CFS, significantly more than is necessary for much of this property to be underwater.

While the CLOMAR deals with the 100 year Floodplain, much of the property in this development has been under water during minor high water events. Four out of the last 5 years much of the property including the area surrounding the existing lift station was under water by a foot or more for 4 to 6 weeks during the spring snow melt. Water first appears in these areas at 1100CFS and increases in depth and velocity as the water released below the dam approaches 1700cfs to 1900cfs. Buildings on the west side of Fly Line Drive will have these flood waters directly against the foundation walls for the entire 4-6 week period.

The hydrological study does not address the impact on the level or velocity of the Blue River at these much lower but frequently occurring CFS flow rates. Several of the homes in the South Forty have experienced water in their garages at these lower flow rates. It is likely that once 3' to 6' of fill and the foundation walls are completed they will act much like a dike to redirect all this flood water back into the river. The water that now flows into much of the floodplain located on this parcel will now be channeled back into the floodway and river and increase the likelihood of water damage to these properties.

The above information leads to several issues associated with the 25' buffer and the Best Management Practices employed to contain runoff from the construction site into the wetlands and the Blue River. The BMP's are designed to minimize runoff from the construction site onto the adjoining properties, but do nothing to protect the disturbed buffer areas or construction site from a high water events similar to those experienced regularly. Four out of the last five years has resulted 1400cfs to 1900cfs during the spring melt. The likelihood of this happening during a construction period lasting 2-4 years is fairly high.

We would also ask that the 25' buffer for the wetlands be increased based on the Town Code Section 4-8-19 which provides **"up to 100' of additional buffer when associated with Riparian areas, erodible soils, and poor vegetative cover"**. This is particularly important during the construction 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 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.

The town owns a lot to the north of Silver Trout. The town lot is naturally divided by a stream and wetland area. An easement allowing access to the northwest portion of this lot should be provided near units 13-14. Failure to allow access in this area will require the town build a bridge across the stream or remove more vegetation along the existing sewer line that extends across the river to The Ponds. More disturbances in the area close to the river inside the floodway raise the possibility of negatively impacting the Blue River and no access in this area is shown in the PUD.

We are requesting that these issues be adequately addressed by the developer prior to final PUD approval.

Respectfully

The Ponds at Blue River Board of Directors

6/15/2016

Town of Silverthorne
601 Center Circle
P.O. Box 1309
Silverthorne, CO. 80498

Subject: Silver Trout dba Blue Shores LLC

Dear Town Council Members,

Out of town next week, I would like to forward my comments concerning the above subject development. I unfortunately find the development of this area most unfortunate, but at the same time recognize rights attached to Lot 5.

1. Considering the flood plain and floodway issues requiring significant infrastructure for potential water intrusion and flooding I find this project to be far too dense. Consider the Ponds initially came forward with 214 units that were subsequently reduced by 60% to 84. With that said, they still have community amenities such as open spaces and playground. Considering the requirements this is far too dense.
2. Coupled with the above, units 30 and 31 do not belong. As I said at the planning meeting, remote as they are, they appear to be a poor after thought.
3. Considering walkability and safe pedestrian travel to and from Bald Eagle, as a minimum there must be a sidewalk included from the entrance to the start of lots.
4. Noxious Weeds, ie Canada Thistle are prevalent in the wetland areas especially along the left side of the proposed entry road. This is contrary to Chapter 4 Article VIII, Section 4 – 8- 61- 66 of the Silverthorne Town Code. This must be rectified prior to any final approval.
5. Suitable vehicle access must be afforded from Blue Shores to the T.O.S. open space to its north.
6. A visual plan must be provided to reflect the vegetation to be protected and the resultant visibility to adjoining subdivisions and at that time the developers landscaping program.
7. Moving ahead, the sub division governing documents must include provisions for maintenance of the elaborate drainage system as well as maintaining the quality of all water passing through the area and back ultimately to the Blue River.

In closing, I thank you for the opportunity to address my concerns.

Sincerely,

John Taylor

8/7/2015

Town of Silverthorne Town Council
601 Center Circle
P.O. Box 1309
Silverthorne, CO 80498

Subject: Silver Trout Estates, Lot 5, Ponds at Blue River Subdivision development plans

Dear Council Members,

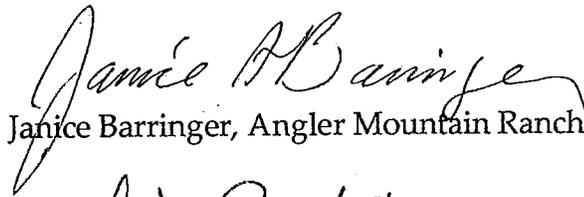
At the annual meeting of our Homeowners' Association, our homeowners expressed considerable concern regarding the impact of the development of Silver Trout Estates, Lot 5, Ponds at Blue River Subdivision. The concerns included several items but focused largely on:

1. Degradation of the wetlands and severe restrictions to the river floodway during the spring when the river flow exceeds 1500cfs.
2. Danger to the considerable wildlife that breed and live in the wetlands and floodplain, and those that migrate through, including moose, elk and deer, bald eagles, ospreys and great blue herons.
3. Changes to the river and its shores, both upstream and downstream that would occur from modifications to the floodway and floodplain on Lot 5.

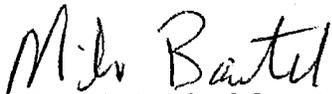
The homeowners of Angler Mountain Ranch Townhomes urge the Town of Silverthorne to preserve it as open space. Protection of Lot 5 will provide a continuous open space and wildlife corridor, since the town already owns the land to the north and south of the subject property.

Thank you for your thoughtful consideration of our concerns. We look forward to working with you toward this end.

Sincerely,



Janice Barringer, Angler Mountain Ranch Townhome HOA Open Space Committee



Mike Bartel, Angler Mountain Ranch Townhome HOA Board of Directors

Eagles Nest Property Homeowners Association
PO Box 24419, Silverthorne, CO 80497
www.enpha.org

August 5, 2015

Mark Leidal, Assistant Town Manager
Town of Silverthorne
601 Center Circle
P.O. Box 1309
Silverthorne, Co. 80498

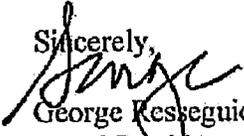
Subject: Future Development of Lot 5 of The Ponds ("Silver Trout")

Dear Mark,

The Board of Directors of the Eagles Nest Property Homeowner's Association (ENPHA) would like to go on record that we do not support any residential development on Lot 5.

Our major concerns are that this development impacts the floodway, is located in the flood plain, includes significant wetlands, and is a significant, important and "connected" north/south wildlife corridor. Residential development of this parcel is not appropriate, and the property should be retained as open space going forward.

Thank you for considering our concerns and we look to your support.

Sincerely,

George Resseguie
Board President

J.F.T.

George Resseguie President 970.513.6547	Len Shipman Vice-President 970.262.1511	Nancy Keltner Secretary 970.513.8357	Judy Camp Treasurer 970.468.0424	John Taylor Bid & Grnds 970.262.1511	Jay Engeln Environ 970.468.0184	Paul Camillo/ L. St. John DRC 970.468.6593
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June 9, 2016

To: Silverthorne Planning Commission
From: Mike and Maureen Bartel
305 Bald Eagle Road, Silverthorne, CO
Angler Mountain Ranch Townhomes
Subject: Blue Seas LLC (Silver Trout Estates) Development

Angler Mountain Ranch HOA has consistently opposed the Silver Trout proposed development of The Ponds Lot 5. Below is the letter that was submitted to the Planning Commission October 2, 2013.

In the past 2 1/2 years, our community has grown from 85 owners to 175 owners. At the same time, community opposition to this proposed development has increased accordingly. Likewise, our concerns have grown due to the following:

1- This property was totally under water during June 2015. This was the 2nd time in 5 years that such an event occurred. We question the validity of the applicant's flood plain analysis and what constitutes a hundred year event during a period of rapid and pronounced climate change.

2- We have lived here 8 years and have witnessed first hand the physical changes that have occurred on this property. What may have been a gravel pit 30 years ago is now a mature diverse eco system supporting a plethora of flora and fauna. Since we have been here, wetland willows have appeared to double in size while cottonwoods that once were dwarfed by the property's signature spruce are casting shadows over them (see attached photo taken today June 9, 2016).

3- At the same time, the increased activity of wildlife in this corridor has been witnessed and documented by more and more people. We cannot reconcile with the developer's casual site plan reference that this property will be reduced to wildlife that can co-exist with additional development.

4- The idea of this property being town open space has recently been actively embraced and pursued by the numerous surrounding HOAs. This movement cannot be underestimated. Indeed, the concept of a contiguous stretch of town owned open space along the Blue River corridor would prove to be a treasure for this and future generations of Silverthorne residents.

5- We have major concerns regarding the financial history of the LLC's owning this property and their ability to successfully execute their proposed business venture. Given the fact that they did not follow through after given prior approval and the fact that the overwhelming consensus among those in the business (developers, realtors, etc) feel that this is not a profitable enterprise, cause us to fear that we and other surrounding residents will be bearing the brunt of a LLC failure.

Thank you for your consideration.

Mike Bartel

Maureen Bartel





6/9/2016

Town of Silverthorne Planning Commission
Silverthorne Town Council
601 Center Circle
P.O. Box 1309
Silverthorne, CO 80498

Subject: Silver Trout Estates Subdivision Development Plans

Project Location: Lot 5, The Ponds at Blue River, Eagles Nest PUD, Silverthorne, Colorado

Dear Commission and Council Members,

The homeowners of Angler Mountain Ranch Homeowners Association urge the Town of Silverthorne to deny the application described above 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 nest; and elk calving has been observed.
- During any year with flow of over 1200 cfs, most of the property is flooded. At 1800 cfs the property is in the floodway with swift moving water. And there would be massive flooding at a 100-year event (2100 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 financial failure and an abandoned, greatly disturbed site. The current bonding requirements are inadequate to allow restoration of the site.
- Since Blue Shores, LLC was unable to begin 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 would 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."

Respectfully,

The Executive Board of Angler Mountain Ranch Homeowners Association

Bradley G. Barta
David M. Strachan
Raymond G. Tyburski

A handwritten signature in black ink, appearing to read "Eric A. Vogt", written over a horizontal line.

Eric A. Vogt, *Community Association Manager*
Authorized Agent on behalf of Board

June 12, 2016

Dear Council Members,

I am writing on behalf of my family and my new community members at Angler Mountain.

My husband and I recently fulfilled a long time dream to own a home in Colorado. Growing up in Missouri and Arkansas, our families took many family vacations to Colorado. Those memories of family bonding and being close to nature inspired us to purchase a home that we can share with family and friends.

I attended my first home owner's association meeting on June 10. I had a brief understanding of the concern of a new development being planned near our community. I learned that the plan included rerouting the blue river, filling in a flood plain , erecting walls to solidify the man-made changes, and eliminate the homes of the wildlife that reside there now including endangered and rare species like a bald eagle, otters and others in their community including moose. Entering the hall I expected the discussion to include legal speak, concerns for investment, and distaste for the change and its affect on the Angler Mountain community. Though some of these were mentioned, what enthralled me was the length and angst of the discussion of the concern for moving the route of the river and its affects on the surrounding environment and the loss of homes to the wildlife. Of the 100 or so attendees, a great deal of time was spent on the observations of the flooding in the past in this area and the siting on the wildlife by so many community members. They even know what time of day they are most likely to see these animals and where to look for them.

What I came away from the meeting with was a sense that my new community of neighbors care greatly about the environment in which they live and the preservation of that environment.

As a result of this meeting, I am compelled to write you that my husband and I oppose the proposed new development in the flood plain between the Blue Pond and Angler Mountain residences. I am not an expert but I hope to become more educated. However, common sense infers that moving the route of a river and removing the home of special wildlife for the sole end of profit to and owner does not make sense. My understanding is that the owner has been offered a financial package that is fare and profitable to him. Surely there is another site where business can be conducted and a profit made by the owner without the removal of these special wildlife and the potential harm of unknown effect of flooding to existing communities with the moving of the route of the river.

Thank you for considering this appeal.

Sincerely,

Heidi Prather and Jeffrey Bradley

445 Flyline Dr

Silverthorne, CO

October 2, 2013

To: Silverthorne Planning Commission
Subject: Silver Trout Final Development Proposal
From: Angler Mountain Ranch Homeowners Association

The letters from our Angler Mountain Ranch Homeowners Association to the Planning Commission and Town Council dated July 15, 2011 and Aug 17, 2011 detailed our strong opposition to the proposed plans for the Silver Trout Development. After hearing the arguments presented by the applicant's paid expert witnesses at the Town Council meeting of Aug 24, 2011, we are still convinced that this development has many weaknesses and drawbacks.

- 1) The land is in a floodplain. After the recent devastating floods that occurred in the front range communities it would seem prudent to not approve new developments in floodplains
- 2) Environmentally sensitive wetlands along the Blue River corridor will be destroyed
- 3) Mature spruce, cottonwood, and lodgepole pines will be clear-cut
- 4) A proven wildlife corridor will be eliminated.
- 5) Density level and lack of open space leaves much to be desired.
- 6) Lack of a real estate transfer tax

However, if the project is approved we would like to ensure that the construction quality and visual appeal of the development will be complimentary to Angler Mountain Ranch.

The Blue River corridor with its wetlands and adjacent ponds is at the heart and soul of Silverthorne's character. The Angler Mountain Ranch paired homes were constructed in a way to compliment this bio diverse jewel. Extra care was taken to minimize any negative impact to the natural beauty in the area. In contrast, the proposed Silver Trout project would destroy the majority of this beautiful landscape. A causeway type road with retaining walls and guard rails will need to be constructed through rich mature willowed wetlands in order to connect Bald Eagle Road. In order to develop in the flood plain the natural landscape will need to be filled creating barren island-like building envelopes. This is an unnatural development in what is the town of Silverthorne's most pristine Blue River settings.

We have been very pleased with Compass Homes Development's quality of construction. Our homes have been designed to create a feeling of rustic elegance and were built using an extensive palette of quality materials. Likewise, our streets, retaining walls, and other landscape/hardscape features have been well thought out and of very high quality.

It is our hope and desire that Silver Trout be good neighbors and mirror these high qualities. Our views, property values, and quality of life are all contingent on a spirit of cooperation and good will. We would like to see retaining walls constructed of siloam stone. Given the amount of wetlands and mature trees that will be destroyed, we would like to see a re-vegetation and a

landscaping/screening/berm plan that is over and above town requirements. In addition, we have requested input and updated plans regarding the exact location and quality of the landscaping. Currently, the developers have not responded to our inquiries.

We would request that the Town ask the developer of Silver Trout to commit to a 1% real estate transfer tax just the same as Angler Mountain Ranch. This will help offset the substantial cost to the town to maintain infrastructure in the flood plain. Further the town will create an unfair taxing scheme that will create an advantage for the buyers and sellers in Silver Trout over Angler Mountain Ranch.

We understand that the developer has presented the argument that all of the necessary open space has been provided by the original Ponds Developer, however we feel that for the livability of the future owners there should be some non-wetland open space provided for the development. The elevated manner in which the development is proposed to be built will create islands that will create barriers for access to open space. We would suggest that units 30/31 be eliminated to allow for usable common area. This will minimize the potential conflicts created from Silver Trout residents using Angler Mountain open space.

We would ask that the speed limit of the entire length of Fly Line Drive be reduced to 15 MPH. That would include the portion that goes through Silver Trout as well as that on Angler Mountain Ranch. Other concerns are light pollution (car headlights entering and exiting the development will shine directly into many of our homes) and the effects of construction and snow removal on the quality of our pond water. The road is a short egress amid a park like setting of environmentally sensitive aquatic habitat. There will be no sidewalk along the road, which will be used to enter/exit the development by pedestrians, bicycle riders and children..

We hope that this project can be financially successful, yet the amount of site work required by attempting to build in the floodplain will make that very difficult therefore we request that the town provide comprehensive financial and construction oversight to ensure that in the event of the very real possibility of default the site can be restored so as to not be an eye sore to all of Angler Mountain Ranch.

Angler Mountain Townhome HOA

10/2/13 Joel and Christy High <christyhigh@comcast.net>

Blue River Open Space Task Force

Formed July 2015

Topic: Blue Shores, LLC (Silver Trout Estates)

Material Submitted to Blue Shores LLC

August and October 2015

Blue River Open Space Task Force

Summary of Activities

Subject

BLUE SHORES, LLC (SILVER TROUT ESTATES) Site Plan Subdivision

Goal of task force

Compensate the owner for his investment and maintain the land as open space, which we believe to be the best use.

Members

HOAs: Angler Mountain, Blue River Run, Blue River Valley Ranch Lake Estates, Eagles Nest, Osprey Reserve, The Ponds at Blue River, Sage Creek, South Forty

Other: Friends of the Lower Blue River

Actions taken

- Each member submitted a letter to the Town of Silverthorne and Summit County requesting that they assist the owner in selling the land to the Town and County to be kept in perpetuity as open space.
- The task force independently evaluated the cost of building the proposed townhomes with the required infrastructure costs associated with the flooding and soil conditions on the site.
- The task force jointly submitted a packet of material to Blue Shores, LLC that contained the contents described below.

Key Points from Submission to Blue Shores, LLC; October 29, 2015

History of Site

- Last sale: Quit Claim Deed in June 2014 for \$1,651,800
- Appraised value as of 1/1/2015: \$651,000 as “residential PUD vacant land”

History of Application and Town of Silverthorne

- 12/20/2012: Final Site Plan Subdivision and Wetlands Disturbance Permit Development Application submitted.
- 10/17/2013: Planning Commission recommended denial to the Town Council 7-0.
- 10/23/2015: Town Council approved the application 3-2 with some conditions and a Letter of Credit (LOC) to cover the Town’s risk of infrastructure development. The LOC was set at \$2.7 million.
- Applicant was unable to obtain the LOC within the 60-day limit, so the approval expired, requiring the applicant to re-submit.

Risks and Costs of Development of Silver Trout Estates

- Land is under water much of the building season in most years.
- Prices of construction materials and labor have increased since first application, making the project unprofitable.
- Risks of liability if there are failures. The land directly across the Blue River from the proposed site serves as a recent example. High ground water levels and poor subsoils caused settlement that required excavation and stabilization. The Ponds owners successfully sued the developers and reached an \$11.8 million settlement agreement.

Opportunity

- If this land were left as open space, it would create a continuous open space and wildlife corridor from Cottonwood Park to the north to Angler Mountain Open Space to the south.

Letters to Town of Silverthorne and Summit County

Letters from the HOA and Friends of the Lower Blue River to the Town and County were enclosed and mentioned the following concerns, among others:

Risks

- Disturbance of the wildlife migration corridor and habitat, which is home to moose and elk, bald and golden eagles, otters, beavers, and others.
- Location in 100-year flood plain and the floodway.
- Severe restriction to floodway from substantial foundations and buildings, causing increased flooding risks upstream and downstream of the site.
- Changing water flow causing bank erosion of the Gold Medal Trout Stream.
- High cost of mitigating flood risks leading to potential financial failure and a destroyed site.
- Damage to wetlands.

Angler Mountain Ranch
Homeowner Association

Response Submitted to Town of Silverthorne June 9, 2016

Topic: Blue Shores, LLC (Silver Trout Estates)
Preliminary Site Plan Subdivision

March 16, 2016

Contents:

Letter from Angler Mountain Ranch HOA October 2, 2013

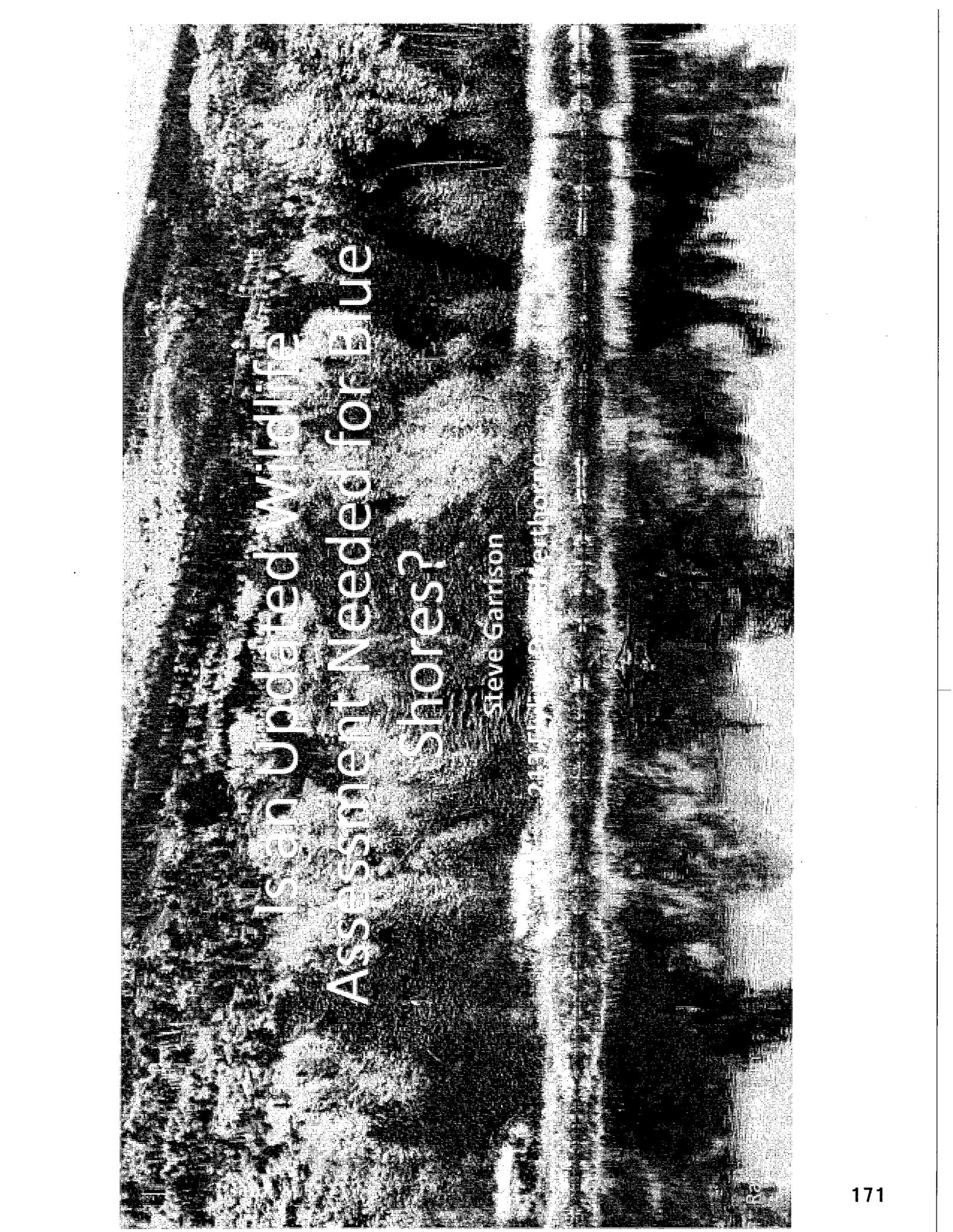
Letter from Angler Mountain Ranch HOA August 7, 2015

Letter from Angler Mountain Ranch HOA June 9, 2016

Review of Wildlife Assessment in Site Plan

- Summary of Findings
- Presentation of findings, to be presented to Planning Commission with photographs

Letters from individual homeowners



Is an Updated Wildlife Assessment Needed for Blue Shores?

Steve Garrison

Wildlife Supervisor, Department of Fish and Game

Is an Updated Wildlife Assessment Needed for Blue Shores?

Steve Garrison
213 Flyline Drive, Silverthorne
6/9/2016

The latest Wildlife Assessment¹ for Blue Shores is incomplete and outdated. Key species, especially two *protected* species are completely excluded by the most recent Wildlife Assessment (Assessment).

- Section 4.1 of Assessment does NOT include these species²:
 - River Otter* (CO Threatened Species¹, US Forest Service Sensitive Species⁵)
 - Bald Eagle** (CO Species of State Special Concern¹, US Forest Service Sensitive Species⁶)

River Otters and Bald Eagles are both *federally* recognized species as well as *Colorado* recognized species of importance (see references for details about classification for CO and federal USFS).

Many photos of River Otters very close to Blue Shores property are in possession, as well as photos of their paths (slides) adjacent to Blue Shores property (about 100 yards south of Blue Shores). These photos and a movie document that River Otters are common near Blue Shores. River Otters have been photographed and filmed feeding on fish on AMR pond.

Likewise, for Bald Eagles, residents of AMR and others have documented, through photos and observations, that these raptors are very common in the vicinity of Blue Shores and AMR. Bald Eagles are known to perch on several trees on Blue Shores property and perches are documented in photos. They also feed on fish and other prey nearby.

Moose are not noted at all in the Assessment, which suggests how outdated and inadequate the Assessment is. Moose are quite common on Blue Shores property, and in the vicinity and are portrayed in many photos. While not listed on federal or CO state lists, moose provide enjoyment to residents and tourists alike due to their size, and spotty presence in Colorado.

In the Assessment, elk are noted to be less abundant than in former times. This statement is questionable, as many residents nearby frequently view elk. An informal survey on Blue Shores property found extensive sign of elk, in form of droppings, a tree-scape and possibly bedding and calving areas⁴ (more research needed with regard to calving on Blue Shores). Photographs document the tree-scape with elk hair plus recent scat found on the Blue Shores site. Are elk calving on Blue Shores and adjacent City property? This question, and migration route analysis should be addressed in a new wildlife survey for Blue Shores.

Summary

In summary, the Assessment excludes entirely the presence of two important protected species: River Otter and Bald Eagle, each of which is formally listed by U.S. Forest Service and by Colorado Parks and Wildlife. River Otters, are noted to be very sensitive to habitat changes and may abandon their locale if disturbed:

“Since river otters require relatively clean waterways with good fish populations, they are fairly vulnerable to habitat modification and will readily abandon a site if conditions become unfavorable.”⁵

Given that River Otters are particularly vulnerable to change, a fresh wildlife assessment should be conducted. Further, the current Assessment does not adequately address Bald Eagles, River Otters, nor are moose even mentioned at all. Elk are considered to be much less abundant than formerly, in the Assessment, which is questionable. A new, more accurate, more comprehensive wildlife assessment should be completed by Blue Shores that accurately reflects the status of protected species, plus moose and elk.

References

1. *Wildlife Assessment, The Ponds Lot 5, Summit County, Colorado, Wildlife Specialties, L.L.C., November 2015*
2. *CO Parks and Wildlife Threatened and Endangered List.*
<http://cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>
3. Personal communication with Brad Barta, AMR
4. Personal communication with Garry Horine, long-time resident of South Forty
5. *U.S. Forest Service, Sensitive Species List,*
http://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5316117.pdf
6. *U.S. Forest Service, Sensitive Species List, Birds and Mammals:*
<http://www.fs.usda.gov/detail/r2/landmanagement/?cid=stelprdb5390116>
7. The author has observed River Otter “slide”, or trail for two winters at location in photograph. The slide is not just for playing; otters have short legs and prefer to travel by sliding when possible (https://en.wikipedia.org/wiki/North_American_river_otter)
8. *Mammals of the Pacific States: California, Oregon, Washington, Ingles, Lloyd G. (1990)*

Latest Wildlife Assessment¹ for Blue Shores Incomplete and Outdated

- Section 4.1 of “Assessment” does NOT include these species²:
 - River Otter* (CO Threatened Species¹, US Forest Service Sensitive Species⁵)
 - Bald Eagle** (CO Species of State Special Concern¹, US Forest Service Sensitive Species⁶)
- Moose are not mentioned in the Assessment but are prevalent on the site.
- Moose are known to cross the river at a key point on Blue Shores land, near northwest edge, see images.
- A new wildlife assessment should be completed by Blue Shores.

² CO Parks and Wildlife Threatened and Endangered List (see Appendix 2)

**Enhydra lutris*

***Haliaeetus leucocephalus*

Evidence of River Otters

- 3 River Otters have often been seen on Angler Mountain Ranch (AMR) pond within last year or two³. Photos support this claim
- River Otters are known to slide down bank from Blue River, about 100 yards south of Blue Shores property (image to be shown)
- River Otters forage for fish in AMR pond
- Slide has been seen for two winters (2015 & 2016)⁷

River Otters' Presence in Blue Shores Area is Fragile!

“Since river otters require relatively clean waterways with good fish populations, they are fairly vulnerable to habitat modification and will readily abandon a site if conditions become unfavorable.”⁵

Emphasis is author's

(U.S. Forest Service Sensitive Species List), part 7, *Habitat Vulnerability or Modification*, page 2.

Photos removed for this summary

4 photos in full presentation, all for otters:

- River Otters far away, near Blue Shores
- River Otters close up on AMR pond, adjacent to Blue Shores
- One photo shows a winter River Otter pathway or “slide” in the snow, about 200 yards from Blue Shores
- 1 short movie shows 3 otters eating fish on AMR pond, 200 yards from Blue Shores

**Evidence of Bald Eagle:
CO Species of State Special Concern¹,
US Forest Service Sensitive Species⁶**

- Residents of AMR & vicinity commonly observe Bald Eagles on Blue Shores
- Bald Eagles hunt in wetlands on Blue Shores, near AMR pond outlet, on AMR pond, and in general vicinity
- Bald Eagles commonly use Blue Shores' trees for perches and for hunting, as will be shown in images

Photos removed for this summary

Photographs in full presentation, all for Bald Eagles:

- Perched in tree on Blue Shores property
- Flying to perch on Blue Shores property
- Flying adjacent to or over on Blue Shores property
- On AMR pond, 7 photos

Photos removed for this summary

Photographs in full presentation, all for moose:

- Two moose on or near Blue Shores property
- Bull moose on Blue Shores property
- Moose near Blue Shores property after fording Blue River
- Several more moose photos on or near Blue Shores

Informal Moose/Elk Survey on 6/3/2016

- Garry Horine (South Forty), Roger Kendall (AMR) and Steve Garrison walked Blue Shores property for 45 minutes
- Survey wasn't formal or scientific
- Extensive moose and elk scat found
- Extensive sign of elk found, including a tree-scrape, possible bedding/calving areas

Photos removed for this summary

Photographs in full presentation, all for elk/moose:

- Elk and moose scat on Blue Shores property (4 photos)
- Moose scat on Blue Shores property

Elk on and Near Blue Shores Property

- “Assessment” stated that elk aren’t now as numerous as in 2006
- Exact counts aren’t available but elk are numerous *now*
- Extensive fresh elk sign is evident on Blue Shores, see photos
- Anecdotal information indicates elk may migrate through property twice annually (observations & possibly photos)*
- Anecdotally, elk may also calve on Blue Shores⁴ and adjacent city property to north*

* An update wildlife survey could help confirm

Photos removed for this summary

Photographs in full presentation, all for elk:

- Elk on Blue Shores property (2 photos)
- Elk scat on Blue Shores property (2 photos)
- Antler – scraped, on Blue Shores property (3 photos)
- Elk herds on ridge on or near AMR property (3 photos)

SUMMARY: Wildlife Assessment Submitted by Blue Shores is *Outdated and Incomplete*

- Two important CO and U.S. Forest Service *protected species* are entirely excluded:
 - River Otters, Bald Eagles
- Moose are not mentioned at all but moose depend on Blue Shores wetlands and riparian zones for forage & habitat
- Elk counts are stated in Assessment as “lessened”; however evidence shows elk are abundant on Blue Shores property and nearby
- A fresh wildlife assessment should be done by Blue Shores

Appendix 1. References

1. *Wildlife Assessment, The Ponds Lot 5, Summit County, Colorado, Wildlife Specialties, L.L.C., November 2015*
2. *CO Parks and Wildlife Threatened and Endangered List*. <http://cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>
3. Personal communication with Brad Barta, AMR
4. Personal communication with Garry Horine, long-time resident of South Forty
5. *U.S. Forest Service, Sensitive Species List*, http://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5316117.pdf
6. *U.S. Forest Service, Sensitive Species List, Birds and Mammals*: <http://www.fs.usda.gov/detail/r2/landmanagement/?cid=stelprdb5390116>
7. The author has observed River Otter “slide”, or trail for two winters at location in photograph. The slide is not just for playing; otters have short legs and prefer to travel by sliding when possible (https://en.wikipedia.org/wiki/North_American_river_otter)
8. *Mammals of the Pacific States: California, Oregon, Washington*, Ingles, Lloyd G. (1990)

Appendix 2. Partial Table of CO Species of Concern

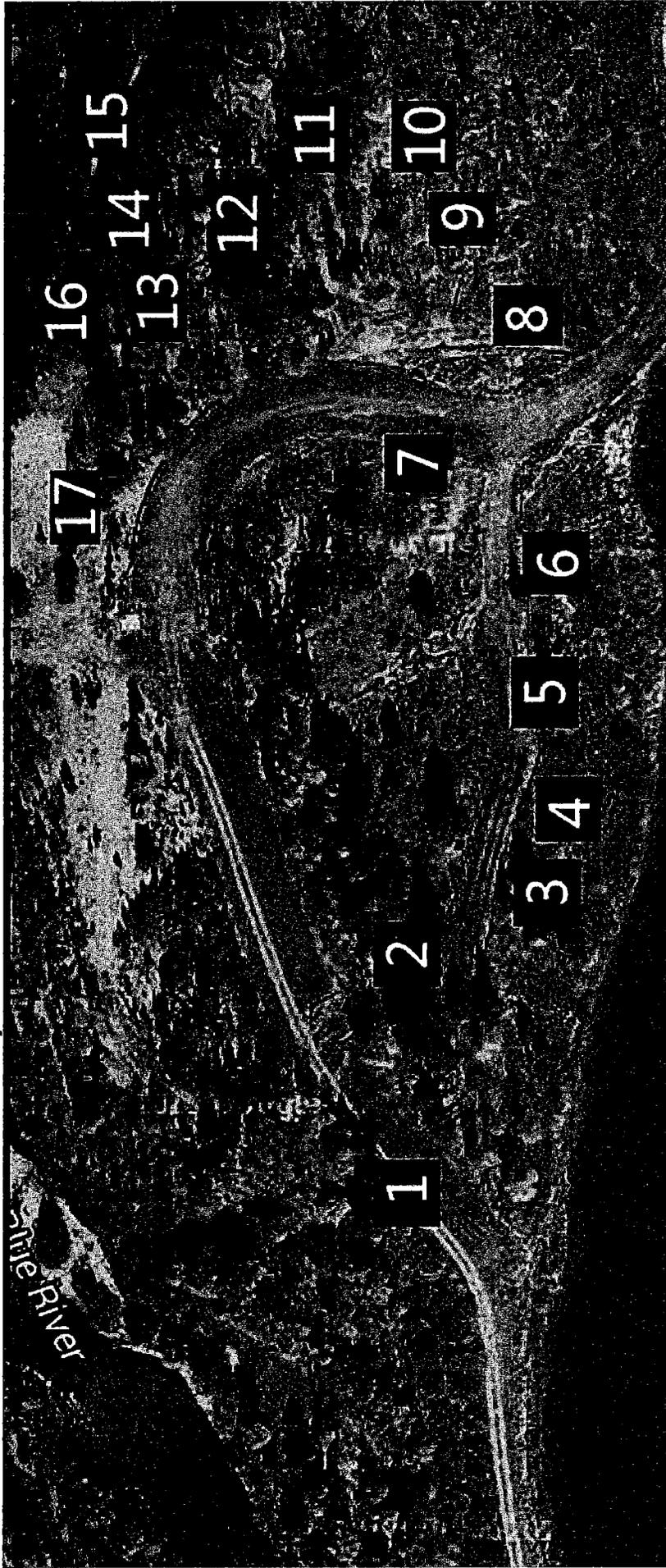
(<http://cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>)

Note: ST = State Threatened, SC = State Special Concern

MAMMALS		
Black-Footed Ferret	<i>Mustela nigripes</i>	FE, SE
Black-Tailed Prairie Dog	<i>Cynomys ludovicianus</i>	SC
Northern Pocket Gopher	<i>Thomomys talpoides macrotis</i>	SC
Preble's Meadow Jumping Mouse	<i>Zapus hudsonius preblei</i>	FT, ST
River Otter	<i>Lontra canadensis</i>	ST
BIRDS		
American Peregrine Falcon	<i>Falco peregrinus anatum</i>	SC
Bald Eagle	<i>Haliaeetus leucocephalus</i>	SC
Burrowing Owl	<i>Athene cunicularia</i>	ST

Wildlife Assessment Review 6/9/2016

Appendix 2. Rough Map of Blue Shores and Informal Survey Locations of 6/2016



Wildlife Assessment Review 6/9/2016

Considering all the aforementioned concerns and realizing the parcel does carry density, we do not find this an appropriate use of the site in today's environment and as such should remain open space. We look forward to discussing this with you.

To contact us, please use the following information:

Janice Barringer
jbarringer@enableworks.com
303-888-6098

Thank you for your consideration.

Yours truly,

Angler Mountain Ranch Townhome Homeowners Association

Blue River Run Homeowners Association

Eagles Nest Property Homeowners Association

Osprey Reserve Homeowners Association

The Ponds at Blue River Association, Inc.

Sage Creek Homeowners Association

South Forty Property Owners Association

Attachments

- Letters from the following HOAs:
 - Angler Mountain Ranch Townhome Homeowners Association
 - Blue River Run Homeowners Association
 - Eagles Nest Property Homeowners Association
 - Osprey Reserve Homeowners Association
 - The Ponds at Blue River Association, Inc.
 - South Forty Property Owners Association
- CD containing photos of flooding on Silver Trout site
- Map displaying location of photos in folder "June 2015"

**BLUE SEAS COLORADO, LLC
4779 COLLINS AVENUE, SUITE 2401
MIAMI BEACH, FL 33140**

December 15, 2015

VIA E-MAIL ONLY

Blue River Open Space Task Force
c/o Janice Barringer (janicebarringer@comcast.net)
and George Resseque (gresseque@comcast.net)

Re: Lot 5, The Ponds at Blue River
Our File No. 4273-21

Dear Members of the Blue River Open Space Task Force:

Thank you for your letter of October 29, 2015, setting forth your desire to acquire Lot 5 for use as a public open space area. Please excuse my delay in not having responded sooner to your letter; however, my wife and I have been traveling, and I have spent some time in researching the various issues set forth in your letter.

I will try to respond to the major issues set forth in your letter and welcome establishing a dialogue with your group.

Initially, I would point out that my wife and I have owned a home in Silverthorne since 1996. Although we do not live there full time, we spend time there, mostly during the summer. Also, my daughter and our two grandchildren, who live in Denver, enjoy coming up to Silverthorne for skiing and other mountain recreation.

My initial reason for getting involved with Lot 5 was solely as an investor with a number of other individuals. In June of 2014, I reluctantly became the sole owner of the property through my company, Blue Seas Colorado, LLC. I would point out that approximately \$2,000,000 has already been spent on infrastructure improvements, including engineering fees. Most of these costs were mandated by cost sharing agreements with Angler Mountain Ranch, which were also required by the Town of Silverthorne as a condition of subdivision approval. I have already invested around \$3,600,000 into Lot 5. Naturally, like any other investor, I would like to get my money back.

I can certainly understand the desire of the neighboring property owners to have Lot 5 remain undeveloped as a public open space. This is generally the case when a vacant piece

of property is in the middle of other properties which have already been developed.

Lot 5 is zoned for single family development for up to 51 units. My development proposal only calls for the development of 31 units on 5.1 acres, with approximately 6.3 acres left as open space. By comparison, the density of the lower portion of Angler Mountain Ranch is approximately the same density, while the density of The Ponds is considerably higher.

I can appreciate the desire of the neighboring residents to convert Lot 5 into a public open space. Aside from creating an aesthetic amenity, it would add considerable value to the neighboring developments. Therefore, it seems only fair that the Town of Silverthorne, Summit County, and the adjacent property owners who stand to benefit from having Lot 5 an undisturbed open space, should fairly compensate me for the appropriation of my private property. Unfortunately, it appears that the Blue River Open Space Task Force is seeking to take away my property rights by trying to convince the Town to simply deny my development application.

In your letter, you comment on the financial viability of the development of Lot 5. In point of fact, we believe that the proposed development is highly viable, and we have already obtained preliminary approval for project financing. I am not sure who your "professional sources" are, but because this is America, my banker and myself are really the ones who are qualified to make the decision as to whether the development of Lot 5 is financially viable.

Your suggestion that the development costs are out of date is an issue to be determined by Town staff based upon its expertise in dealing with these issues.

Your point that I should place a conservation easement on Lot 5 in order to obtain tax credits is simply not sound financially. I would suggest that if all the members of your task force were to impose a special assessment on its members or raise the money by a bond through the Town or the Eagles Nest Metropolitan District, Lot 5 could be acquired at a fair market price for a public open space rather than by trying to take it from me at a fraction of its market value by blocking its development.

In your letter, you have further suggested that the proposed development of Lot 5 is incompatible with Silverthorne's Comprehensive Plan. In point of fact, the Silver Trout Estates project is entirely compatible with LU 3.1, which anticipates that the lower density residential developments should radiate north and east from the Town's core. Inasmuch as the project is bordered by medium to high density developed neighborhoods, the development of the Silver Trout Estates project is entirely appropriate for this location and is compatible with the Silverthorne Comprehensive Plan.

In closing, I would like to briefly comment on some of the other issues you have raised in your letter, as I am sure they will arise again at future public hearings.

Property in Floodplain. The elevation of Lot 5 will be raised 18 inches and, therefore, it will not be located in a floodplain. All estimates regarding the cost of the work were prepared by Stan Miller, Inc., which performed the infrastructure work for Angler Mountain Ranch, together with the infrastructure work already performed on Lot 5. Thus, Stan Miller, Inc., is familiar with the site and is well able to determine both the feasibility of the site work as well as its projected costs.

Property Under Water. While it is true that some portions of the property are located in a floodway and are underwater at some times of the year, no development will occur in the floodway.

Prices of Materials – Costs. Although prices of labor and materials may have risen, so have the sales prices of homes.

Infrastructure Costs – Stan Miller. The infrastructure costs, which will require the posting of a bond, have been put together by Stan Miller, Inc., which has been performing work on the Angler Mountain Ranch property and the Silver Trout property for over ten years. Stan Miller, Inc., has worked with the Town on other projects and enjoys the confidence of Town staff. Furthermore, the Town staff is equally well capable of reviewing the current amount of the cost estimates. If you have a list of the items which were “missed,” please provide it to me. Likewise, if you have any engineering reports regarding the infrastructure costs, please provide them to me.

HP Geotech Report. Your reference to Section 4 of the HP Geotech report regarding the presence of non-structural fill material was taken out of context. We have reviewed this issue with HP Geotech, which has revised this statement in its current report which will be submitted to the Town. In fact, we have drilled 28 test wells and have determined that most of the fill material is structural and will not result in unforeseen development costs.

Caving-Water Containment. Based on our engineering reports and the Town’s staff recommendations, Silver Trout will be required to employ Best Management Practices to contain outflow from the development site. As noted, based upon our engineering studies, as well as the hands-on knowledge of the site obtained by Stan Miller, Inc., containing of outflow will not be a problem. Furthermore, the 4 to 6 feet of topsoil that you refer to is only located in the northeast corner of the property. This non-structural fill was placed on the site to cover a sewer line installed by Angler Mountain Ranch because of an

Blue River Open Space Task Force
December 15, 2015
Page 4

engineering mistake by the Town in constructing the sewer main about 2 feet higher than it should have been from The Ponds project.

Erosion Issues. Rip rapping on the entire river side of the property will be installed to prevent erosion during the construction period. Your statement that 4 to 6 feet of fill will be needed to elevate the property out of a 100-year floodplain is simply factually inaccurate.

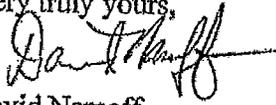
All of the engineering studies, the Town's review, and the fact that the project has received all necessary permits from the Corps of Engineers refutes your statement. If you have competent professional engineering reports which support your statement, please provide them to both the Town and myself.

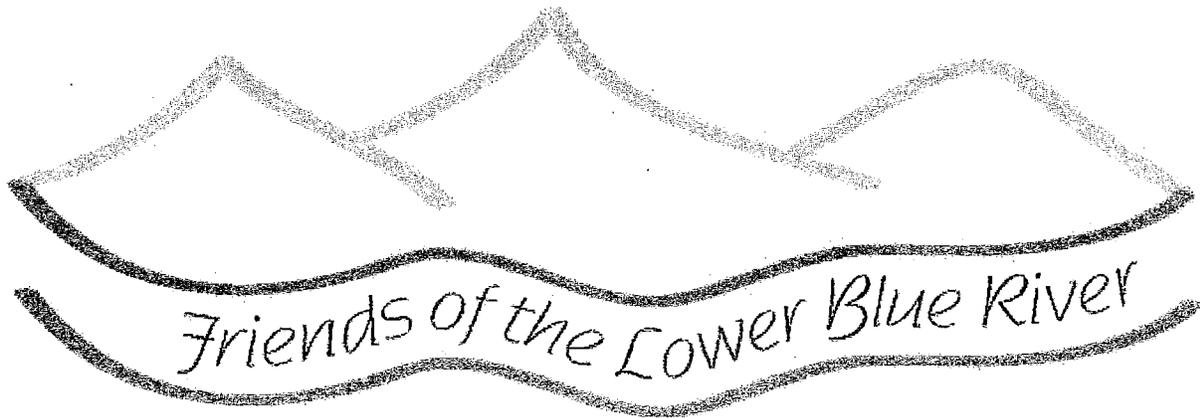
Experience of The Ponds. You are correct that the experience of The Ponds at Blue River has served as a learning experience in designing the Silver Trout project. The problems experienced by The Ponds were the result of poor engineering standards and construction practices. Whereas The Ponds only dug one test well, 28 test wells have been dug on the Silver Trout property. As I have stated, over one million two hundred thousand dollars has been spent to date on engineering costs on the Silver Trout site.

In summary, to date, I have spent over \$800,000 to install infrastructure improvement on Lot 5 and have spent approximately \$1,200,000 on engineering and related costs in designing the Silver Trout project, in addition to over \$1,600,000 on land acquisition. Although it is understandable that the neighboring properties would prefer to leave the property undeveloped, this is simply not a realistic scenario in the absence of payment to me of fair compensation. After all, my property rights are no greater or no lesser than the property rights of the neighboring developed properties. I believe that the merits of the project need to be evaluated based upon competent engineering studies and sound planning principals rather than on suppositions and half-truths.

Mr. Rashidi, Mr. Russell, and I will look forward to continuing this dialogue.

Very truly yours,


David Namoff



October 4, 2015
Brian Lorch
Summit county Open Space and Trails Directors
PO Box 5560
Frisco, Colorado 80443

Subject: Proposed development of Lot 5 of the Ponds, aka Silver Trout

Dear Brian,

The Board of Directors of Friends of the Lower Blue River would like to go on record to express opposition to the residential development of the Silver Trout Property. FOLBR considers the property better suited for open space.

This parcel is used as a wildlife corridor and is located in the 100 year flood plain. It connects to the Angler Mountain undeveloped acreage to the south of Bald Eagle Road as part of a north-south corridor. A large amount of fill and alternation to site will be required to meet building requirements possibly changing the water flow through the site which may affect downstream properties. Although some of the permit requirements have been met, this project proposal needs to be more carefully considered when considering the overall environmental impact this ill-suited project will have.

Sincerely,

A handwritten signature in cursive script that reads "Marty Richardson".

Marty Richardson
Executive Director, FOLBR

FOLBR Board of Directors

8/28/2015

Mr. Brian Lorch
Director, Open Space & Trails
County Commons
0037 Peak One Drive; SCR 1005
P.O. Box 5660
Frisco, CO 80443

Subject: Silver Trout Estates, Lot 5, Ponds at Blue River Subdivision Development Plans

Dear Mr. Lorch,

As President of the Osprey Reserve HOA, I wanted to write to you and let you know of our objection and concern regarding the subject development of Silver Trout Estates.

The 12 acre Silver Trout development parcel is incorporated in our critical and productive wetland ecosystem and is also in the 100-year floodplain. It is, therefore, both extremely damaging and extremely risky to build in this location. In addition, the town of Silverthorne already has open space to the north and south of this Lot 5 development parcel. Preventing this development and purchasing this parcel will thus offer a marvelous and unique opportunity to enhance our community by providing a contiguous river-front open space from Blue River Run to just past North Pond Park.

The environmental damage potential of this development clearly includes;

- Restricting the flow of the Blue River from this floodplain which will likely cause bank erosion and flooding of properties both above and below Lot 5.
- Disrupting the many animals that call this wetland their home. Calving moose and elk, bald and golden eagles, osprey, deer and many others will be displaced and existing migration corridors will be eliminated.

In summary, the opportunity to create a beautiful and contiguous open space for our community far outweighs taking on an environmentally damaging and extremely risky housing development project.

Please let me know if I can be of any further assistance to you as you discuss and review the merits of this development.

Sincerely,

Lawrence Astor
President
Osprey Reserve Home Owners Association

THE PONDS AT BLUE
RIVER ASSOCIATION, INC.

August 12, 2015

Town of Silverthorne
601 Center Circle
P.O. Box 1309
Silverthorne, Co. 80498

To: The Silverthorne Town Council; attn. Mark Leidel, Assistant Town Manager;

Subject: Lot 5, The Ponds at Blue River

The Board of Directors of The Ponds at Blue River Association wants to express its concerns about any development on Lot 5, The Ponds at Blue River. We strongly believe that efforts at preserving this wild, wetland parcel is important for many reasons. Some of the reasons are as follows:

- Lot 5 is located in a flood plain. During the spring, when the Blue River is running at 1200 cfs to 1800 cfs (which is not uncommon and has happened in 3 of the last 4 years), a good deal of the lot is under water. Building on this lot will restrict the flow of the Blue River from this flood plain causing degradation of the wetlands.
- Building on Lot 5 will restrict the flow of the Blue River from this flood plain which will likely cause bank erosion and flooding of properties along the river, both above and below Lot 5.
- Building on this Lot will affect the many animals that call this wild wetland home. Calving moose and elk, bald and golden eagles, osprey, deer and many others will be displaced and existing migration corridors will be disrupted.
- Preserving Lot 5 in its natural state makes an incredible amount of sense. The Town already has open space to the north and west and south of Lot 5 and this would connect these important parcels enhancing the Town's current open space and adding a beautiful new component.

We strongly support any efforts to preserve this pivotal piece of wetland property. Let us know what we can do to help.

Yours very truly,

Jay Pansing, President
The Ponds at Blue River Association

South Forty Property Owners Association
500 Hamilton Creek Road
Silverthorne, CO 80498

August 11, 2015

Mark Leidal, Town Manager
PO Box 1309
Silverthorne, CO 80498

RE: Silver Trout Open Space (Lot 5) acquisition

Dear Mr. Leidal:

The Board of Directors for the South Forty Property Owners Association support the acquisition of Lot 5 at The Ponds of Angler Mountain for open space use. This space adjoins our subdivision's southern property line, and its preservation as wetlands is extremely important to South Forty residents and Summit County as a whole.

We value this open space for the wetlands, the wildlife corridor, the fishing and other river activity. The river area between Tammy's Bridge and TYL bridge is a unique riparian habitat and wildlife corridor existing no other place from the Dillon Dam to TYL bridge. This area is the only unfenced corridor along the Blue River between Farmer's Korner and Kremmling for wildlife to cross. The area is used for elk, moose, and deer calving. It needs to be protected from development and heavy human use.

The SFPOA Board supports the joint acquisition of this space by the Town of Silverthorne and Summit County for primitive open space purposes, excluding development.

Yours truly,

Approved electronically by:

Peter Cudlip, President
Garry Horine, Vice President
Sharon Swartz, Secretary
Susan Arrance, Treasurer

John Conti
Chris Noraka
Eli Robertson
Tom Flowland
Bill van Doorninck

October 14, 2015

To: Matt Gannett, Senior Planner Town of Silverthorne
Bruce Butler, Mayor Town of Silverthorne
Mark Leidal, Assistant Silverthorne Town Manager

From: Blue River Valley Ranch Lakes Association (BRVRLA)

Re: Proposed Silver Trout Development

Dear Sirs:

We have attended meetings with individuals and organizations who are concerned about the completion of the Silver Trout development. We understand that this is a somewhat complicated situation in part because of the original zoning of this land by the Town of Silverthorne. We are encouraged to see that efforts are being made to preserve this land as it is while attempting to take into account the current property owner's position, a fair market price and a willing seller and buyer.

The BRVRLA owns property on both sides of the Blue River, not too far south of the proposed Silver Trout development. We also have appreciable wetlands within our HOA. Through the years we have come to understand the importance of preserving this land, as well as being proactive in our stewardship in preserving this stretch of the Blue River as it is. The reasons for this include preserving the Blue River riparian environment, the wetlands, and wildlife habitat associated with both. On an almost daily basis the BRVRLA has many moose, deer, elk, coyotes, otters, beaver, fox, and ermine. We also are visited by bears and mountain lions as well as very diverse bird life. It is a calving area for moose, elk and deer. Development in those areas of our property would have a decidedly adverse impact on this wildlife, and it would also further shrink our precious open space on the river.

It is with these concerns in mind that we encourage the Town of Silverthorne to preserve open space and the river corridor whenever and wherever possible. We also express the hope that a workable solution can be found for the current owner of the Silver Trout development lands so that this area can also be preserved as open space.

Respectfully Submitted,



Tim Thompson, President BRVRLA

Charles O Brantigan MD FACS FCCP
19 Spinner Place
Silverthorne, Colorado
4 June 2016

Town of Silverthorne Planning Commission
Silverthorne, Colorado

Re Silver Trout Estates

Ladies and Gentlemen of the Planning Commission:

I am writing to you to implore you not to approve the zoning application before you concerning "Silver Trout Estates."

I am new to the process, but this proposal is so flawed that it is hard to believe it has been brought before you. However, I am reminded of Jerry Groszold's axiom that whiskey is for drinking and water is for fighting.

Now for the fighting. This proposed project places the buildings not just within the flood plane, but within the floodway. My neighbors assure me that the area floods during spring run off most years. I have seen this area underwater. In fact the area may be under water as you deliberate. HP Geotech puts a positive spin on the situation by noting that the project is fine but the foundation walls will have to serve as retaining structures to hold back the floods. In addition the soils within the foundation walls will need to be excavated and replaced with suitable structural fill to a depth of several feet. The proposal in essence is to build man made islands containing the residential structures. These islands will compromise the water detention function of the wetlands, damage the Blue River and increase flooding downstream. My experience in dealing with runoff water in the Hospital District in Denver has been that Mother Nature always wins- usually after the developer is gone. We do not need to learn this lesson again by approving a residential project in the wetlands. The Chinese are building such islands in the South China Sea but that is being done for geopolitical reasons that aren't in play here and they have an unlimited budget for their ongoing battles with Mother Nature.

Now for the drinking. I can't endorse the drinking, but please put this issue behind us so we can deal with other more deserving projects.

Sincerely yours,



Charles O Brantigan MD

May 25, 2016

To: The Town of Silverthorne Planning Commission

From: Mark Donelan, Concerned Citizen Email:markdflyfish@comcast.net C: 970.237.1715

Re: Proposal to develop parcel of land North of Bald Eagle Drive along East side of the Blue River, aka Silver Trout PUD by Mr. Namoff

I am writing this letter to express my opposition to developing the parcel of land between for residential housing on the East side of the Blue River and West of Angler Mountain Ranch. This piece of land was significantly under water last year as the Blue was running higher in the Spring/Early Summer. The likelihood of successfully managing the runoff during construction in a flood plain surrounding the Blue River are awful and the runoff from watered/manicured lawns with fertilizers, bug kill, and weed kill products is an ongoing concern. Contaminants from the tons of soil required to build on this will leach straight into the subsoil and river water table.

The Blue River was a Gold Medal trout stream for years and has recently been de-listed due to the decline in fishery quality. Unintended runoff into the beautiful Blue River will further degrade the water quality. Pesticides impact the quality and quantity of insect life in a river and when you compromise the insect life you directly impact the fish as you ruin their food source. I am passionate about wildlife and wild areas that support a quality riparian environment. Trout Unlimited has been fighting illogical developments like this proposal for decades. Developing that area will have a massive negative impact on that stretch of the river and everything downstream. Whether you are a fisherman or not, there is no denying that losing a quality fishery like the Blue River doesn't make economic sense to the Silverthorne area from a tourism standpoint. People come to this area to enjoy many wonderful outdoor opportunities and fishing is important to all of us for a variety of reasons.

Moose, river otters, ospreys and countless other animal species exist in this space moving along the river corridor and it is impossible to appreciate the negative impact of a development from a wildlife viewing standpoint. I have watched nesting ospreys bring fish back to their progeny and seen moose families graze on the sapling willows. For the first time this year I watched 3 river otters cross this parcel of land, slip into the Angler Mountain Ranch lake and catch a trout. The otter sat on the edge of an ice sheet and devoured the fish. I stopped fishing and watched an animal I had never seen before in person. This area simply needs to remain wild.

Thank you for listening to my concerns and for your careful consideration on an extremely rare opportunity to preserve a piece of land that would serve the needs of future generations of residents and visitors to the Silverthorne area.

Comment regarding Silver Trout Estates application

To: Town of Silverthorne Planning Commission

Re: Proposed Development on the West Side of the Lake

Date: 5/25/2016

Dear Sirs,

Based on the information provided by Eric Vogt on 24 May that describes the planned Development, we want to voice our strong opposition to the captioned Plan. We own AMR Lot 2, which lies less than one-half mile east of the proposed site. While we treasure the natural view of the area surrounding the Blue River and adjacent lakes, our deepest concern lies in what we see as the continual loss of habitat and disruption of the natural drainage areas immediately adjacent to the River and lakes. Once disturbed by increased development interference, regardless of the promised care that will be observed in the process, the nature and quality of the surrounding water bodies and surface fetch will inescapably and forever be degraded. Although I am a geologist who has practiced for nearly 40 years, even a rudimentary understanding of natural processes makes the proposed Development an obvious area for alarm and concern.

In visiting with local real estate professionals and citizens we have befriended over the years, we are well aware of the constant pressure to develop any remaining open acreage in the surrounding area. We understand also that this pressure has greatly increased in the last few years. We appreciate that the larger tax base afforded by the ever-enlarging developed spaces will represent increased revenues for the City. However, we also recognize a condition that should be obvious to anyone: the continued bulldozing of natural ecosystem areas, especially adjacent to flowing bodies of water, will gradually destroy the very environment that draws people to this particular place. The Blue River is in no way guaranteed to remain the 'gold medal trout stream' that it now represents, and the drainage basin in Silverthorne and to the north will inescapably suffer the consequences of Developers wishing to enrich themselves.

Please strongly resist approving the captioned Development Plan, and thank you for your vigilance in this matter.

Philip and Jhanizs Gabbard
6207 Sands Drive, Pasadena, Tx 77505
713-824-3882

Comment regarding Silver Trout Estates application

To: Town of Silverthorne Planning Commission

Re: Proposed Development on the West Side of the Lake

Date: 5/24/2016

First of all let me introduce myself. My name is Pam Goodman and my husband, Curtis, and I have a unit in Angler Mountain Ranch at 391 Bald Eagle. This email is in response to Mr. Eric Vogt's email to many if not all of the homeowners in Angler Mountain Ranch.

Both my husband and I oppose any construction or changes of any kind to the West side of the lake that might have an impact on the ecological environment. The fact that building any kind of structure or structures requires the movement of soil to build up the land to prevent a flood would therefore displace the animals that live by the river or for that matter in the river is completely irresponsible in our opinion. Part of the reason that we purchased our unit was the fact that we are able to walk around the lake and down the river and enjoy the beauty that is unobstructed by structures. It would be unfair to take the wetlands that are so rich in animal life and destroy it.

If you have any questions or need any further information from either myself or Curtis, please do not hesitate to contact us.

Thank you again for your time.

Pam and Curtis Goodman
303-359-3496 (Pam Cell)
720-771-5435 (Curtis Cell)
bows39@msn.com

Comment regarding:

Blue Shores LLC (Silver Trout Estates) Preliminary Site Plan Subdivision

To: Town of Silverthorne Planning Commission

Re: Proposed Development on the West Side of the Lake

Date: 6/10/2016

First – as a geologist by background, building in flood plains (including moderate to high gradient ones such as the Blue River acreage in question) is a very poor choice. Unfortunately, it is not outlawed by states, counties or the Army Corps of Engineers, although it should be. Walking that property, it is abundantly clear that it is flood prone from debris piles, rock and sediment dams, marshes, continuously wet areas, etc. (not to mention we have witnessed it flood).

Building the elevation up, as the developer has suggested, is very expensive and difficult to do without causing worse flooding problems on adjacent properties (upstream, downstream and lateral) and/or changing the character of the native stream (in this case the Blue River) from a gradient, pooling or habitat standpoint.

Nature designs flood plains to hold excess water during flood events – when that design is altered, the flood plain is no longer capable of acting as the catchment and filter basin. Hence the flood spills into adjacent properties.

Lastly – the 100 and 500 year flood plain designations as drawn by federal agencies, Army Corps of Engineers, etc are notoriously wrong as has been proven over and over again in locations across the United States, Canada, Europe, etc. Hence the flood plain designations are at best misleading and denote a level of certainty that they do not actually provide. At worst they are to blame for development being approved in multiple sites across the US that are now chronically flood prone and where homes, businesses etc must be condemned in order to restore the flood plain back to its own design, properties become unsellable, families are disadvantaged, etc.

The clear message here is don't build in flood plains and if that has already happened, stop any additional building.

The property in question should become and be preserved as open space. I empathize with the developer's situation but I think a donation with a hefty tax write-off is a much better solution for the community (pardon the editorial commentary).

Thanks,

Doug Hazlett

Angler Mountain Ranch homeowner

BLUE RIVER RUN
HOMEOWNER ASSOCIATION

May 25, 2016

Town of Silverthorne
601 Center Circle
P.O. Box 1309
Silverthorne, CO 80498

TO: Silverthorne Town Council
Attn: Mark Leidel, Assistant Town Manager

SUBJ: Lot 5, The Ponds at Blue River

Attached is a copy of a letter submitted last August, 2015. I continue to act as president and representative of Blue River Run's Homeowner Association. For the same reasons outlined in that letter, our Association opposes approval of the proposed development.

Yours truly,

MaryKay Kelley, President, Board of Directors
Blue River Run Homeowner Association

BLUE RIVER RUN
HOMEOWNER ASSOCIATION

August 17, 2015

Town of Silverthorne
601 Center Circle
P.O. Box 1309
Silverthorne, Co. 80498

TO: Silverthorne Town Council,
Attn: Mark Leidel, Assistant Town Manager;

SUBJECT: Lot 5, The Ponds at Blue River

The Board of Directors of Blue River Run is writing to express its concerns about development on the above-captioned Lot 5. We strongly believe that efforts at preserving this wetland parcel are important for many reasons, some of which are as follows:

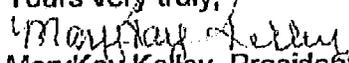
Lot 5 is located in a flood plain, and much of it is under water when the flow of the Blue River exceeds 1200 cfs. Infill during construction and changes to the river and its shores will restrict the flow of the river and result in degradation of the wetlands.

Lot 5 construction will restrict the flow of the Blue River and likely cause bank erosion and flooding of properties along the river both north and south

Construction on Lot 5 will endanger the considerable wildlife that breeds, lives and migrates through this area. Calving moose and elk, bald and golden eagles, osprey, deer and many others will be displaced, and existing migration corridors will be disrupted.

Leaving Lot 5 in its natural state makes considerable sense. The Town already has open space to the north, west and south, and connecting these parcels would enhance the Town's open space.

We strongly support any efforts to preserve this pivotal piece of wetland property. Let us know what we can do to help.

Yours very truly,

MaryKay Kelley, President, Board of Directors
Blue River Run Homeowners' Association

Prepared by
Blue River Open Space Task Force



Prepared for
David Namoff
Blue Seas Colorado, LLC

Table of Contents

1: Cover letter

2: Attachment A: History of Site and Town of Silverthorne

3: Attachment B: Risks and Costs of Development of Silver Trout

4: Letters to Town of Silverthorne and Summit County

Copies of each letter have been sent to:

- Silverthorne Town Council
- Summit County Open Space and Trails
- Summit County Commission

Letters are included from:

- Angler Mountain Ranch Townhome Homeowners Association
- Blue River Run Homeowners Association
- Blue River Valley Ranch Lakes Association
- Eagles Nest Property Homeowners Association
- Friends of the Lower Blue River
- Osprey Reserve Homeowners Association
- The Ponds at Blue River Association, Inc.
- Sage Creek Homeowners Association
- South Forty Property Owners Association

5: Land Conservation References

Continental Divide Land Trust *Land Conservation Options for Landowners*

Great Outdoors Colorado (GOCO) *Annual Grants*

6: Task Force letters to David Namoff

Copy of previous letters dated August 28, 2015

Blue River Open Space Task Force

October 29, 2015



Blue Seas Colorado, LLC
c/o Mr. David Namoff
4779 Collins Avenue, Apt. 2401
Miami Beach, FL 33140-3255

Dear Mr. Namoff,

As representatives of neighboring homeowner associations and other Summit County organizations, we are writing to initiate a conversation regarding Lot 5, The Ponds at Blue River (Silver Trout). Our goal is retention of open space and wildlife habitat without impact on the river, floodway and wetlands. We believe we can work together to create a mutually satisfying plan that will provide fair compensation to you while realizing our goal. We believe that a combination of tax credits and local funding could allow you to recover your investments.

This is a summary of a few key points contained in the attachments.

- The history of the interactions between the Town and the applicant are summarized in Attachment A.
- Because the cost estimates contained in the applications are old, we asked professional sources to provide estimates of current development costs. These estimates conclude that the project is not financially viable at this time, and that the project cannot be financed or bonded at this time. We will be happy to meet with you to discuss more details of the estimates. Attachment B summarizes costs and risks of the project.
- Both the Town of Silverthorne and Summit County have expressed interest in retaining Lot 5 as open space. This would create a contiguous open space and wildlife corridor from Cottonwood Park in the north to Angler Mountain Open Space to the south.
- Placing the property in a conservation easement may qualify for state and federal tax credits.
- Great Outdoors Colorado (GOCO) has been an active partner in significant open space projects in Summit County and may be interested in other uses of Lot 5 as well.

We would like to meet with you to discuss next steps. You may contact us at:

Janice Barringer
P.O. Box 2991
Silverthorne, CO 80498
303-888-6098
janicebarringer@comcast.net

George Resseguie
P.O. Box 1787
Silverthorne, CO 80498
970-513-6547
gresseguie@comcast.net

Thank you for your consideration. Sincerely,

Blue River Open Space Task Force

Angler Mountain Ranch Townhomes Association

Blue River Run Homeowners Association

Blue River Valley Ranch Lake Estates Homeowners Association

Eagles Nest Property Homeowners Association

Friends of the Lower Blue River

Osprey Reserve Homeowners Association

The Ponds at Blue River Association, Inc.

South Forty Property Owners Association

Sage Creek Homeowners Association

Attachment A: History of Site and Town of Silverthorne

Land Sale History and Value

This is our understanding of the recent history of the site:

- The last sale of the land was a Quit Claim Deed in June 2014. The transaction amount was \$1,651,800.
- The appraised value as of 1/1/2015 of the property is \$651,000 as “residential PUD vacant land.”
- The estimated property tax payment for 2016 is \$12,019.

History of Silver Trout and the Town of Silverthorne

This is our understanding of the development planning for the site.

- The original plan for 31 units was submitted in 2013.
 - The Planning Commission recommended denial to the Town Council 7-0 on 10/17/2013.
 - The Town Council voted 3-2 to approve, with the following 5 conditions on 10/23/2013:
 - “1. Prior to issuance of any building permit for the vertical construction of residential units, the applicant shall receive a Letter of Map Revision (LOMR) from FEMA.
 2. The Applicant shall adhere to the Best Management Practices (BMPs) as stated in the Disturbance Permit Application (DPA) during the construction of the project and staff will monitor all wetland activity to ensure compliance with the DPA.
 3. All noxious weeds present on the subject property must have been mitigated prior to application for a Building Permit.
 4. The Minor Subdivision plat must be modified, prior to approval by Town Council, as follows: “Minor Subdivision” shall be removed from the title block; an “Attest” line shall be added to the Town of Silverthorne Approval certificate; and, Plat Note 2 must be removed.
 5. The Applicant will work with Staff on the exterior finish of exposed retaining and foundation walls subject to Staff approval.”
- The Town set the Letter of Credit (LOC) at \$2,700,000. This was calculated as 150% of the estimated cost of public improvements to support the development.
- The Subdivision Improvement Agreement (SIA) is the first step and cannot be approved without the LOC in place. The Plat cannot be recorded and expires after 30 days (with a one-time 30-day extension possible upon request) without the accompanying SIA. The Silver Trout applicant could not get the Plat recorded without the accompanying SIA, and the SIA could not be approved without the LOC in place. Therefore, the Final Plat expired on 12/23/2013.
- The plan was re-submitted in its original form in June 2015.
- The plan was returned by the Planning Department as incomplete.
- Application was re-submitted on September 24, 2015.
- A completeness review was completed and returned to the applicant on October 8, 2015. The project team was informed that the Town will not accept a combined Preliminary/Final Site Plan application, and that a future submittal will have to follow the codified development review process of going through Preliminary Site Plan, and Final Site Plan review, as two separate and distinct steps in the process, upon acceptance.

Next steps with Town of Silverthorne as of 10/23/15

- Preliminary and Final Site Plan applications will be required as part of the development review process, as required by Town Code, for all developments of this scope and magnitude.
- A Letter of Credit to secure 150% of the cost of public improvements is required at the time of the Subdivision Improvement Agreement (SIA) and Final Plat.

Attachment B:

Risks and Costs of Development of Silver Trout

We believe that the development of Silver Trout has costs and risks that are higher than was previously stated. Specifically, we believe you would be concerned about the following:

- Resubmission of the Preliminary and Final applications will be expensive, whether successful or not.
- Preparing to develop the site, which is within the floodplain and floodway, is likely to be more expensive than estimated previously.
- The land is under water many years from late April to late July and sometimes even August. This is, of course, during much of the construction season. This could complicate drainage mitigation and foundation construction considerably, and extend the development schedule.
- Prices for foundation materials and other construction materials have increased about 30% over the past 2 years.
- Costs of labor have increased.
- We are working with an engineering firm active in Summit County and familiar with Lot 5 to update the development cost shown in Section 1 of your 2013 Development Application. Our initial review found that the items shown in the 2013 estimate have increased significantly and that there are several items that were missed or lacked cost estimates (see bullet below). We are developing a more complete list of total development cost.
- Other developers in Summit County have privately expressed concern that the site cannot be developed profitably at this time. The cost estimates shown in Section 1 of the prior submissions do not appear include costs to address the following items:
 - The HP Geotech report in section 4 of your 2012 submission found several issues that will make this property more difficult and costly to develop. The report found 1 to 2 feet of top soil and 4 to 6 feet of existing fill present in 15 of the 20 pits excavated to analyze the subsoils. The report indicated that these subsoils are unsuitable for placement of foundations and recommended that these areas be excavated and replaced with structural fill.
 - They also found caving during the excavation of the pits, and water incursion in the pits was due to shallow groundwater. This will require that water be pumped out of excavated areas and the foundations prior to replacement of suitable fill or concrete. The outflow must not be allowed to escape the construction site.
 - The report stressed the importance of keeping flood waters from entering the site during the construction period. Typical erosion barriers prevent disturbed material from escaping the site, however this site will require the barrier be capable of protecting the site from 1 to 2 feet of flood waters for 6 to 9 weeks during the excavation of unsuitable soils, and the placement of an additional 4 to 6 feet of fill needed to elevate the site out of the 100-year floodplain.
- Risks of liability are always present and recent events at The Ponds at Blue River serve as a warning.
 - The Ponds is located directly west of the Blue River across from the proposed Silver Trout PUD and the buildings located on Alegra Lane were constructed on fill. Several of these buildings showed signs of significant foundation settlement within a few years. Engineering studies found high ground water levels and poor subsoils were causing the settlement issues. Many of the buildings along Alegra Lane required excavation under the foundations and the placement of pilings and beams to stabilize the buildings.
 - The Ponds sued the developers for these and other construction issues and reached an \$11.8 million dollar damage settlement.

June 14, 2016

Town of Silverthorne
ATTN: Planning Commission
ATTN: Town Council

RE: Blue Shores, LLC (Silver Trout Estates) Development – Elk sighting
and wildlife concern

FOR THE TOWN RECORD

Dear Planning Commission and Town Council Members,

My name is Lori A Barrett and I reside at 425 Flyline Dr., Silverthorne, CO in the Angler Mountain Ranch subdivision. On Wednesday, June 8th 2016 at approximately 5:40 pm, my husband and I were sitting on our deck overlooking the Angler Mountain Pond when we saw an Elk feeding in the open area of the wetlands of the Blue Shores, LLC (Silver Trout Estates) Development. We observed this Elk for about 15-20 minutes before he disappeared into the trees on this land. I want it entered into the Town Record that this sighting occurred and indeed large animals are using this land and it is of DEEP concern that the Town is considering anything to be built on this “wetland” area of land within the Town of Silverthorne’s boundaries.

Sincerely,

Lori A Barrett, Concerned Citizen

Eagles Nest Property Homeowners Association
PO Box 24419, Silverthorne, CO 80497
www.enpha.org

June 9, 2016

Matt Gennett
Town of Silverthorne
Community Development
PO Box 1309
Silverthorne, CO 80498

Subject: Eagles Nest Property Homeowners Association (ENPHA) Input Regarding Silver Trout Estates (Lot 5 of The Ponds)

Dear Matt,

We have the Silver Trout (ST) preliminary PUD submitted to the Town on March 1, 2016. The ST application was provided for review as a 600+ page file in DropBox. While information previous to page 200 was easily accessible, moving further into the document proved frustrating. Our comments are below:

Also, attached please find additional ENPHA comments. These comments are the same as we provided in October 2013, per the applicant's statement that the materials in this application are the same as the previous application.

Number of Units

The Town's previous approval of the Silver Trout Project (October 23, 2013) included the condition that units 30/31 be removed from the Project Scope. Yet, the present application includes these two units.

Letters of Credit (LOC)

LOCs cover the Town's risk of infrastructure development. In 2013, the LOC was set at \$2.7 million, which the applicant was unable to obtain within required time limits (60 days). Consequently, the project approval expired, requiring the applicant to resubmit.

In 2016, the probable construction costs have been reduced by about 25% (\$847,000) from 2013, with \$300,000 applicable to reduced fill. Nevertheless, a significant LOC will be required and the ability of the applicant to obtain the LOC should be a concern. What is different this time?

We also suggest that the LOC requirement be increased to cover the cost to restore the site to allow use as Open Space should the project be abandoned. To create a

George Resseguie	Len Shipman	Cindy Gordon	Judy Camp	Ann-Marie Sandquist	Paul Camillo	Linda St. John
President	Vice-President	Secretary	Treasurer	Bld & Grnds	Design/Environ	Design
970.513.6547	970.262.1511	970.368.6484	970.468.0424	970.389.4338	970.390.9007	970.468.6593

Eagles Nest Property Homeowners Association
PO Box 24419, Silverthorne, CO 80497
www.enpha.org

Letters of Credit (LOC), continued

continuous open space and wildlife corridor from Cottonwood Park to the north to Angler Mountain Open Space to the south is a significant objective. This would not be possible to achieve if the project was abandoned without complete restoration.

Blue River Open Space Task Force (Open Space/Economics)

The ENPHA Board participated in the efforts of the Blue River Open Space Task Force that was formed in late 2015 with the objective of preserving the Silver Trout property as open space. The Task Force also analyzed the economics associated with the October 2013 and current applications, and concluded there is significant risk that the project is not economically feasible. This is major concern for ENPHA and we will rely on the Town to place adequate requirements for a LOC for this project.

Hydrology

Water issues are prevalent with this development and The Ponds at Blue River, a sub association within ENPHA, has submitted a comment letter (May 13, 2016); their comments are consistent with our Board's position regarding the Silver Trout project (see attached).

Public Meetings with Neighbors

Aside from a small meeting on May 16, public meetings have not been held with the ENPHA Board or communities neighboring the land.

Conclusion

At this time, ENPHA does not support a recommendation for approval of the application. There are too many unanswered questions for a project this important.

Sincerely,

Eagles Nest Property Homeowners Association Board of Directors
cc: ENPHA Design Review Committee

George Resseguie	Len Shipman	Cindy Gordon	Judy Camp	Ann-Marie Sandquist	Paul Camillo	Linda St. John
President	Vice-President	Secretary	Treasurer	Bld & Grnds	Design/Environ	Design
970.513.6547	970.262.1511	970.368.6484	970.468.0424	970.389.4338	970.390.9007	970.468.6593

Eagles Nest Property Homeowners Association
COMMENTS – SILVER TROUT ESTATES

Declaration & Covenants

- It is understood that Silver Trout Estates (ST) will be under the control of the ENPHA Declarations & Covenants (Decs) and the ST Decs, as amended (suggested changes have been provided to ST). Key items include:
 - The Master Association is ENPHA not The Ponds. The Ponds is a sub association of ENPHA.
 - The ST Decs must be in compliance (agree with or be more restrictive) than the ENPHA Decs.
 - Purposes and Powers (Article 4.2) – Considering the uniqueness of this parcel with wetlands, riparian enhanced areas, and interconnected detention ponds, verbiage must be included to assure the preservation and maintenance of these specific features.
 - Trash Removal – Decs should be strengthened to ensure proper disposal of trash and installation of a secure dumpster for trash disposal.

Design Review Guidelines

- All design review will be executed in accordance with the ENPHA Architectural Design Guidelines. ST must meet with the ENPHA Design Review Committee (DRC) on a regular basis throughout the project construction and building.
- ST must provide landscape plans for their entire site to the DRC. This will be particularly important for the riparian areas that must be restored after construction.

Noxious Weed Mitigation

Decs verbiage must be strengthened to ensure effective and efficient weed mitigation on a regular basis. ST has an infestation of 5 species of noxious weeds. Annually, ENPHA contracts with a commercial sprayer to spray all ENPHA and private properties with untreated weeds (owner are billed for the cost of spraying). ST has been sprayed previously; however, commercial sprayers will only treat weeds in wetlands to the high water line. ST has significant infestations in these wet areas that must be removed.

Recreation and Fishing

- Effort should be made to ensure an access easement to the Town's open space property located to the northeast and contiguous to the ST property. There also should be easy access to the Blue River on the west side of the ST property.
- There should be parking available to residents and non-residents who wish to fish in the Blue River (not a Town requirement).

Blue River Preservation

- The Blue River is a Gold Metal Trout Stream and all parties must be vigilant going forward with this proposed project. The wetlands must be protected and the present mature vegetation that provides a level of screening for residents of The Ponds must be retained as well as the spirit and meaning of preserving these treasured areas.

Eagles Nest Property Homeowners Association
COMMENTS – SILVER TROUT ESTATES

Blue River Preservation, cont'd

- ENPHA will encourage fishing groups (such as Trout Unlimited) to aid with monitoring and restoration efforts.

Wetlands

- In certain areas, most of the developer's setbacks from the wetlands are only 25'. The request for construction intrusion into the wetlands (10') must be minimized and the area restored as quickly as possible.
- The Ponds (our sub-association) will address specific issues regarding wetlands mitigation, etc. with ST and the Town. We fully support The Ponds' efforts to protect and preserve wetlands.
- Some specific items regarding wetlands are:
 - The "A" wetlands in the south border of the site are fed from a wetland on the Town open space site. This Town wetland is fed from the ponds at Blue River Valley Estates and a channel from the Blue River. Flood elevations pass under a Bald Eagle culvert and proceed northward on the west side of the access road. These flood elevations are greater (higher) than the river elevations and will threaten the access road if it isn't high enough. An outlet should be constructed at the north end to allow discharge into the "B" wetland.
 - The Town of Silverthorne should be indemnified for any problems arising from high waters or flooding taking place in the floodplain portions of this development.
 - The wetlands within this development are a concern to their preservation going forward. Owners filling them in is not a Corps of Engineering Issue, and very specific rules and demarcation standards will be required. It is going to be difficult at best to preserve these from human intrusion and misuse.
 - Because of possible run-off issues, mag chloride should not be used in snow removal on the access road.
 - It should be documented that maintenance of storm retention basins will be the responsibility of ST, with specific standards stated.
 - A bridge, not culverts, should be constructed over the pond outlet to the Blue River.
 - Elevations of the detention ponds and culverts should be made sufficient so that they don't get flooded by the two-year flood elevations.
 - The location and design of the access road to units 30/31 should be sufficient for the units and provide access to the Town's open space located immediately to the north and west. Access from this area should not involve wetlands and water crossing.
 - Elevations of the detention ponds and culverts should be made sufficient so they don't get flooded by the two-year flood elevations.

**Eagles Nest Property Homeowners Association
COMMENTS – SILVER TROUT ESTATES**

Best Management Practices (BMP)

BMP's concerning the water flows both into and out of the property and management of the wetlands and riparian areas must be adhered to. This will require continual vigilance from ST, ENPHA, and the Town of Silverthorne.

Other

The Town's liability for flood damage should be explained. Also, what type of disclosure(s) will be made to buyers of the properties regarding the exposure to potential/likely flooding?

All remaining barbed wire fences should be removed prior to final development.

Transformer pads should be sufficiently off the road ROW so they can be serviced and landscaped. The transformer pads should be noted on the landscape plan.

For transportation, no estimate is given for the travel across the Ponds Road to the signalized Hamilton Creek/Route 9 intersection.



Petition to Town of Silverthorne

Regarding:

BLUE SHORES, LLC (SILVER TROUT ESTATES)
Preliminary Site Plan Subdivision, Submitted March 16, 2016

From:

Angler Mountain Ranch Homeowners Association

Date of submission:

June 11, 2016

Request to Town of Silverthorne Planning Commission and Town Council

Because of the following risks that can only partially be mitigated, I request that the Planning Commission and Town Council deny the application cited above 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 nest, and elk calving has been observed.
- During any year with flow of over 1200 cfs, most of the property is flooded. At 1800 cfs the property is in the floodway with swift moving water. And there would be massive flooding at a 100-year event (2100 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 financial failure and an abandoned, greatly disturbed site. The current bonding requirements are inadequate to allow restoration of the site.
- Since Blue Shores, LLC was unable to begin 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 would 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."

	Owner name	Owner street address	Signature
1	Colleen Kieck	224 Stonefly Drive	
2	Jeff Scott	59 Here's Ear	
3	STEVEN SMITH	160 STONEFLY DR	
4	Dora Smith	" "	
5	JOHN O'BRIEN	78 Buckskin	
6	Chris Baumgardner	413 Fly Line Dr	
7	Kathleen Brantigan	19 Spinner Place	
8	LORI BARRETT	425 FLYLINE DR	



Petition to Town of Silverthorne

Regarding:

BLUE SHORES, LLC (SILVER TROUT ESTATES)
 Preliminary Site Plan Subdivision, Submitted March 16, 2016

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Angler Mountain Ranch Homeowners Association

Date of submission:

June 11, 2016

Request to Town of Silverthorne Planning Commission and Town Council

	Owner name	Owner street address	Signature
9	DAN STONE	234 Stonefly Dr	
10	Lorraine Stone	234 Stonefly Dr	
11	Maggie O'Brien	78 Buckskin Ln	
12	Barry Dupuy	245 Stonefly Dr	
13	Belmont	379 Bald Eagle	
14	Andrea Cohen	221 Stonefly	
15	Ray Tylus	88 Buckskin	
16	David Pappas	10 Stonefly Dr.	
17	ALAN BARTHOLOST	40 BUCKSKIN LN	
18	Jennifer Mahaney	231 Flyline Drive	
19	Michael Mahaney	231 Flyline Drive	
20	Mark Danelan	179 Fly Line Drive	
21	Sonye Danelan	179 Flyline Dr.	
22	Marghou Fowler	179 Fly Line Dr.	
23	DAVID E. SERVINSKY	30 Stonefly Dr.	
24	Jenico Barniker	419 Bald Eagle	
25	GEORGE MAZAN	413 BALD EAGLE	
26	John Maher	417 BALD EAGLE	
27	Bill Powers	315 Bald Eagle Rd	
28	Karen Powers	315 Bald Eagle Rd	
29	Heidi Poth	445 Flyline Dr	



Petition to Town of Silverthorne

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June 11, 2016

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	Owner name	Owner street address	Signature
30	Linda Block-Gardner	174 Stonefly	Linda Block-Gardner
31	JEANINE KENNEDY	65 BUCKSKIN LN	Jeanine Kennedy
32	ANN DUCKETT	477 FLYLINE DR.	Ann Duckett
33	THOMAS & DUCKETT	447 Flyline	Thomas Duckett
34	Dolly Koch	301 Bald Eagle Rd	Dolly Koch
35	Maureen B...	245 Aylmer Dr.	Maureen B...
36	in Court	391 DAW RAGLE	
37	Kim Ben	245 Flyline Dr	Kim Ben
38	Carol Barrons	115 Dragonfly Ln	Carol Barrons
39	MARSHY BRULL	115 DRAGONFLY LN	Marshy Brull
40	Nicole L. Tatum	261 Fly Line Dr.	Nicole L. Tatum
41	TRAVIS TATUM	261 FLY LINE DR.	Travis Tatum
42	Lee Schmidt	191 Flyline Dr.	Lee Schmidt
43	MARSHA KURTIC	14 FLYLINE	Marsha Kurtic
44	Bradley Bantz	229 Flyline	Bradley Bantz
45	Natalie Zulu	229 Flyline	Natalie Zulu
46	David Jassen	381 Fly Line	David Jassen
47	Katharine Jassen	381 Flyline	Katharine Jassen
48	Corey Sister	65 Flyline Dr.	Corey Sister
49	Terence D'Angelis	67 Flyline	Terence D'Angelis
50	DIANE M. GODFREY	30 Stonefly Dr.	Diane M. Godfrey



Petition to Town of Silverthorne

Regarding:

BLUE SHORES, LLC (SILVER TROUT ESTATES)
 Preliminary Site Plan Subdivision, Submitted March 16, 2016

From:

Angler Mountain Ranch Homeowners Association

Date of submission:

June 11, 2016

Request to Town of Silverthorne Planning Commission and Town Council

	Owner name	Owner street address	Signature
51	Dana Simpson	74 Fly Line Dr	D. Simpson
52	Wille	307 BIRD CREEK	MARIL MCCUNE
53	Dale Jensen	405 Fly Line	Dale Jensen
54	Margaret Robert	153 Fly Line Dr	M Robert
55	Steve Garrison	213 Flyline Dr	Steve Garrison
56	Barbara Thomp	144 Fly Line Dr	K. Thomp
57	Margie Kendall	349 Bald Eagle Rd	Margie Kendall
58	Roger Kendall	349 Bald Eagle Rd	Roger Kendall
59	Sharon Hilde	361-Bald Eagle	Sharon Hilde
60	Susan McElung	307 Bald Eagle	Susan McElung
61	MARIL MCCUNE	307 BIRD CREEK	MARIL MCCUNE
62	David Cole	919 Bald Eagle Rd	David Cole
63	Brett Meyers	37 Spinner Place	Brett Meyers
64	_____	1210 Bald Eagle Rd.	Charles Stuart
65	Mary Skag	1210 Bald Eagle Rd	Mary Skag
66	Glenn Mueller	920 Bald Eagle	Glenn Mueller
67	Larry F Elliott	90 Caddis Lane	Larry F Elliott
68	Kick Cinton	50 Caddis Lane	Kick Cinton
69	LAURA BAKER	305 AMRN	Laura Baker
70	HOWARD BAKER	305 AMRN	Howard Baker
71	Nathan Leopold	311 AMRN	Nathan Leopold



Petition to Town of Silverthorne

Regarding:

BLUE SHORES, LLC (SILVER TROUT ESTATES)
Preliminary Site Plan Subdivision, Submitted March 16, 2016

From:

Angler Mountain Ranch Homeowners Association

Date of submission:

June 11, 2016

Request to Town of Silverthorne Planning Commission and Town Council

	Owner name	Owner street address	Signature
72	KEN ANDON	25 FLYLINE DR	<i>[Signature]</i>
73	RON VAN WECHEC	27 FLYLINE DR	<i>[Signature]</i>
74	Dan Peters	155 Flyline Dr	<i>[Signature]</i>
75	Carole Christensen	155 Flyline Dr	<i>[Signature]</i>
76	Dale Jensen	405 Flyline Dr.	<i>[Signature]</i>
77	Jane Mueller	920 Bald Eagle	<i>[Signature]</i>
78	Patrick Giberson	1264 Bald Eagle	<i>[Signature]</i>
79	MARTY KURTIE	141 FLY LINE DR	<i>[Signature]</i>
80			
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84			
85			
86			
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88			
89			
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91			
92			

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Re: Silver Trout Update

From: **B** (heyzbo@gmail.com)
Sent: Fri 5/20/16 3:22 PM
To: Deb Borel (debborel@msn.com)

We support the Ponds position.

Brandon and Denise Zborowski
Chi-Squared Properties
162 Allegra Lane

On Fri, May 20, 2016 at 2:40 PM, Deb Borel <debborel@msn.com> wrote:

Dear Ponds Home Owners,

The developer of lot 5 has submitted another Preliminary Plan for the Silver Trout development. Silver Trout, which is entirely within the 100 year flood plain, is located directly across the Blue River and east of The Ponds homes located along Allegra Lane. The town is treating this as an initial PUD proposal and will require that the developer go through all the steps necessary for an initial PUD proposal. There are several new members on both the Planning Commission and the Council that may look more favorably on preserving this lot as open space.

The latest plan is similar to the expired October 2013 plan. They are still requesting 31 units. Because the property is in the flood plain they are proposing that several acres be raised 3' to 6' using retaining walls and fill. The Ponds Board feels that the development of this lot will have a detrimental effect on the Blue River and The Ponds home owners. The Board is recommending that the town deny approval.

The attached letter provides details of the reasons that The Ponds recommends that the town deny approval of the Silver Trout development. The Silver Trout development is scheduled for presentation to the Town Planning Commission for May 31st at 6 PM. To make your voices heard it is very important that you attend the meeting to support the position of The Ponds and deny approval of the plan. If you are unable to attend the meeting please send an email to Deb Borel at DebBorel@msn.com indicating your

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support

From: **John Collins** (collinsskier@hotmail.com)

Sent: Fri 5/20/16 3:04 PM

To: DebBorel@msn.com

Laura Collins and I support the letter to deny approval of the Silver Trout Development

Thanks

John Collins

collinsskier@hotmail.com

303 527 0018 (o)

303 990 1593 (m)

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RE: Silver Trout Update

From: **Miller, Mitch** (Mitch.Miller@haynesboone.com)
Sent: Fri 5/20/16 3:03 PM
To: 'Deb Borel' (debborel@msn.com)

I approve this letter

Thanks

From: Deb Borel [mailto:debborel@msn.com]
Sent: Friday, May 20, 2016 3:41 PM
To: Deb Borel
Cc: Kevin Lovett
Subject: Silver Trout Update

Dear Ponds Home Owners,

The developer of lot 5 has submitted another Preliminary Plan for the Silver Trout development. Silver Trout, which is entirely within the 100 year flood plain, is located directly across the Blue River and east of The Ponds homes located along Allegra Lane. The town is treating this as an initial PUD proposal and will require that the developer go through all the steps necessary for an initial PUD proposal. There are several new members on both the Planning Commission and the Council that may look more favorably on preserving this lot as open space.

The latest plan is similar to the expired October 2013 plan. They are still requesting 31 units. Because the property is in the flood plain they are proposing that several acres be raised 3' to 6' using retaining walls and fill. The Ponds Board feels that the development of this lot will have a detrimental effect on the Blue River and The Ponds home owners. The Board is recommending that the town deny approval.

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Re: Silver Trout Update

From: caraujo@aol.com
Sent: Mon 5/23/16 5:18 AM
To: debborel@msn.com
Cc: klovett@srgsummit.com

Dear Ms. Borel,

We completely support the Ponds letter on the issue of Silver Trout.
Regards,
Carlos A. Paz de Araujo

—Original Message—

From: Deb Borel <debborel@msn.com>
To: Deb Borel <debborel@msn.com>
Cc: Kevin Lovett <klovett@srgsummit.com>
Sent: Fri, May 20, 2016 2:40 pm
Subject: Silver Trout Update

Dear Ponds Home Owners,

The developer of lot 5 has submitted another Preliminary Plan for the Silver Trout development. Silver Trout, which is entirely within the 100 year flood plain, is located directly across the Blue River and east of The Ponds homes located along Allegra Lane. The town is treating this as an initial PUD proposal and will require that the developer go through all the steps necessary for an initial PUD proposal. There are several new members on both the Planning Commission and the Council that may look more favorably on preserving this lot as open space.

The latest plan is similar to the expired October 2013 plan. They are still requesting 31 units. Because the property is in the flood plain they are proposing that several acres be raised 3' to 6' using retaining walls and fill. The Ponds Board feels that the development of this lot will have a detrimental effect on the Blue River and The Ponds home owners. The Board is recommending that the town deny approval.

The attached letter provides details of the reasons that The Ponds recommends that the town deny approval of the Silver Trout development. The Silver Trout development is scheduled for presentation to the Town Planning Commission for May 31st at 6 PM. To make your voices heard it is very important that you attend the meeting to support the position of The Ponds and deny approval of the plan. If you are unable to attend the meeting please send an email to Deb Borel at DebBorel@msn.com indicating your support of the attached Ponds letter to the town.

Respectfully,
Daryl Roepke

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Fwd: Silver Trout Update

From: **Kelly Powers** (kpjabba@gmail.com)
Sent: Sun 5/22/16 10:33 AM
To: Deb Borel (Debborel@msn.com)
Cc: Pam (pamannarnoldpowers@gmail.com)
 1 attachment
silver tout 3-1-2016.docx (18.6 KB)

Deb,

Pam and I in support of the attached letter to the town regarding the proposed Silver Trout development.

Thank you bringing this to our attention.

Pam and Kelly Powers

----- Forwarded message -----

From: **Deb Borel** <debborel@msn.com>
Date: Fri, May 20, 2016 at 3:40 PM
Subject: Silver Trout Update
To: Deb Borel <debborel@msn.com>
Cc: Kevin Lovett <klovett@srgsummit.com>

Dear Ponds Home Owners,

The developer of lot 5 has submitted another Preliminary Plan for the Silver Trout development. Silver Trout, which is entirely within the 100 year flood plain, is located directly across the Blue River and east of The Ponds homes located along Allegra Lane. The town is treating this as an initial PUD proposal and will require that the developer go through all the steps necessary for an initial PUD proposal. There are several new members on both the Planning Commission and the Council that may look more favorably on preserving this lot as open space.

The latest plan is similar to the expired October 2013 plan. They are still requesting 31 units. Because the property is in the flood plain they are proposing that several acres be raised 3' to 6' using retaining walls and fill. The Ponds Board feels that the development of this lot will have a detrimental effect on the Blue River and The Ponds home owners. The Board is recommending that the town deny approval.

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The Ponds - Silver Trout

From: **MIke Fitzgerald** (mike@aftax.com)
Sent: Sat 5/21/16 1:06 PM
To: DebBorel@msn.com
Cc: Karen Fitzgerald (karen@aftax.com)

Deb,

I am in agreement with the Ponds Board that the development should be turned down. I am surprised that the EPA has not stepped in due to this being a flood plain.

Unfortunately my wife and I are not able to attend because she broke her leg and I was recently operated on for prostate cancer and we are both recovering.

What can we do or should do to be sure we are heard at the meeting?

Thank you,

Michael Fitzgerald

Karen Fitzgerald

112 Robin Drive

Silverthorne CO 80498

phone 970-667-6378

Fax 1-303-325-5067

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Silver Trout - Support Ponds Board Request for Town to Deny Approval

From: **Zeile, Nanette** (Nanette.Zeile@Level3.com)
Sent: Thu 5/26/16 3:02 PM
To: Deb Borel (debborel@msn.com)
Cc: sazeile@aol.com (sazeile@aol.com)
1 attachment
silver tout 3-1-2016.docx (18.6 KB)

Hi Deb,

This is our official input for support of the attached Ponds letter to the Town of Silverthorne to deny approval of Silver Trout development.

Unfortunately we will not be able to attend the meeting in person on May 31 2016

Thank you.

Stephen and Nanette Zeile

136 Robin Drive

From: Deb Borel [mailto:debborel@msn.com]
Sent: Thursday, May 26, 2016 1:47 PM
To: Deb Borel <debborel@msn.com>
Cc: Kevin Lovett <klovett@srgsummit.com>
Subject: UPDATED MEETING DATE!! Silver Trout

Ponds Owners,

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RE: UPDATED MEETING DATE!! Silver Trout

From: Karen Fitzgerald (karen@aftax.com)
Sent: Thu 5/26/16 3:09 PM
To: 'Deb Borel' (debborel@msn.com)

Hi,

Michael and Karen Fitzgerald, Owner of 112 Robin Drive, support the attached Ponds letter to the town.

Karen Fitzgerald

From: Deb Borel [mailto:debborel@msn.com]
Sent: 05/26/2016 1:47 PM
To: Deb Borel
Cc: Kevin Lovett
Subject: UPDATED MEETING DATE!! Silver Trout

Ponds Owners,

The Town Planning Commission Meeting to discuss Silver Trout has been delayed until Tuesday, June 14, 2016.

Deb

Dear Ponds Home Owners,

The developer of lot 5 has submitted another Preliminary Plan for the Silver Trout development. Silver Trout, which is entirely within the 100 year flood plain, is located directly across the Blue River and east of The Ponds homes located along Allegra Lane. The town is treating this as an initial PUD proposal and will require that the developer go through all the steps necessary for an initial PUD proposal. There are several new members

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We support the Ponds HOA in this regard

From: **John Collins** (collinsskier@hotmail.com)
Sent: Thu 5/26/16 3:55 PM
To: DebBorel@msn.com
Cc: 'Laura Collins' (lauracollins99@yahoo.com)

Deb,

We support the HOA in regards to voicing our concern for the Silver Trout development

Thanks

John Collins

collinsskier@hotmail.com

303 527 0018 (o)

303 990 1593 (m)

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Silver Trout PUD

From: **Jay** (jgiesen2@aol.com)
Sent: Thu 5/26/16 4:44 PM
To: DebBorel@msn.com

Jay and Helen GIESEN are residents at the Ponds at Blue River. We support the Ponds recommendation to not approve the Siler Trout PUD development plans and recommend this area remain open space.

Jay and Helen Giesen
106 Allegra Lane
Ponds at Blue River

Jay Giesen
303-883-8061

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Re: UPDATED MEETING DATE!! Silver Trout

From: **Nick Capretta** (nickchome@att.net)

Sent: Fri 5/27/16 7:51 AM

To: Deb Borel (debborel@msn.com)

Hi Deb,

Thanks for the update.

I do not want to see this land developed and fully support our Board's position on the matter.

Nick Capretta
134 Allegra

On May 26, 2016, at 2:47 PM, Deb Borel <debborel@msn.com> wrote:

Ponds Owners,

The Town Planning Commission Meeting to discuss Silver Trout has been delayed until Tuesday, June 14, 2016.

Deb

Dear Ponds Home Owners,

The developer of lot 5 has submitted another Preliminary Plan for the Silver Trout development. Silver Trout, which is entirely within the 100 year flood plain, is located directly across the Blue River and east of The Ponds homes located along Allegra Lane. The town is treating this as an initial PUD proposal and will require that the developer go through all the steps necessary for an initial PUD proposal. There are several new members on both the Planning Commission and the Council that may look more favorably on preserving this lot as open space.

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The attached letter provides details of the reasons that The Ponds recommends that the town deny approval of the Silver Trout development. The Silver Trout development is scheduled for

[Print](#)[Close](#)

Silver Trout

From: **Bette Schlie** (bschlie@earthlink.net)

Sent: Fri 5/27/16 3:21 PM

To: DebBorel@msn.com

We are in full agreement with the letter from the Ponds Board against the Silver Trout development across the Blue River, which would require significant use of fill dirt and negatively impact the river flow as well as adjacent existing properties.

Jim and Bette Schlie

[Print](#)[Close](#)**(No Subject)**

From: **Miller, Mitch** (Mitch.Miller@haynesboone.com)

Sent: Thu 5/26/16 1:51 PM

To: 'DebBorel@msn.com' (DebBorel@msn.com)

I support the letter

haynesboone

J. Mitchell Miller

Partner

mitch.miller@haynesboone.com

Haynes and Boone, LLP

2323 Victory Avenue

Suite 700

Dallas, TX 75219-7672

(t) 214.651.5363

(f) 214.200.0711

2505 North Plano Road

Suite 4000

Richardson, TX 75082-4101

(t) 972-680-7560

[vCard](#) | [Bio](#) | [Website](#)

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Silver Trout Hearing

From: **APRIL** (coloradolubers@comcast.net)

Sent: Mon 5/30/16 12:02 PM

To: Debborel@msn.com

Hi Deb,

I understand from recent email that the hearing for lot 5 Silver Trout has been postponed until June 14, 2016. I had hoped to make the 5/31 meeting, but we unfortunately cannot make the 6/14 meeting, so we (Paul and April Luber) would like to have our names on the letter from the Ponds. Our unit is 152 Allegra Lane. I am also going to try to write a letter.

Thanks,

April Luber

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support of ponds letter

From: **flygirl65440@cs.com**

Sent: Sat 5/28/16 12:02 PM

To: DebBorel@msn.com

Deb, Scott and Diane Jones support the Pond's position regarding Silvertrout development.

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Silver Trout letter

From: **mary haldy** (mbhaldy@gmail.com)

Sent: Tue 5/31/16 10:03 AM

To: Deb Borel (DebBorel@msn.com)

We are in support of the letter.

Carl and Mary Haldy
123 Allegra Lane

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Silver Trout

From: **Mokrohisky, Stefan** (Stefan.Mokrohisky@childrenscolorado.org)

Sent: Wed 6/01/16 8:24 AM

To: debborel@msn.com (debborel@msn.com)

Deb. Stefan and Brenda Mokrohisky and Josh and Erin Freedman support the position of the Ponds Board of Directors regarding the Silver Trout development PUD. Silverthorne should deny the proposal based on the careful analysis regarding potential flood control problems the development would have on the Blue River. Thank you.
Stefan Mokrohisky for owners of 110 Allegra Lane, Silverthorne Colorado.

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4  ▶

PETER A. WESSEL
2000 S. Emerson St.
Denver, CO 80210

June 25, 2016

VIA E-MAIL

Silverthorne Planning Commission
Silverthorne Town Council
c/o Mr. Matt Gennett
mgennett@silverthorne.org

Re: Blue Shores, LLC (aka Silver Trout Estates)
Comments regarding Preliminary Site Plan

Dear Mr. Gennett:

I own a home in the South Forty, a single family residential community to the north of the proposed Blue Shores multifamily project. Our community is separated from the proposed project by a small section of open space owned by the Town of Silverthorne.

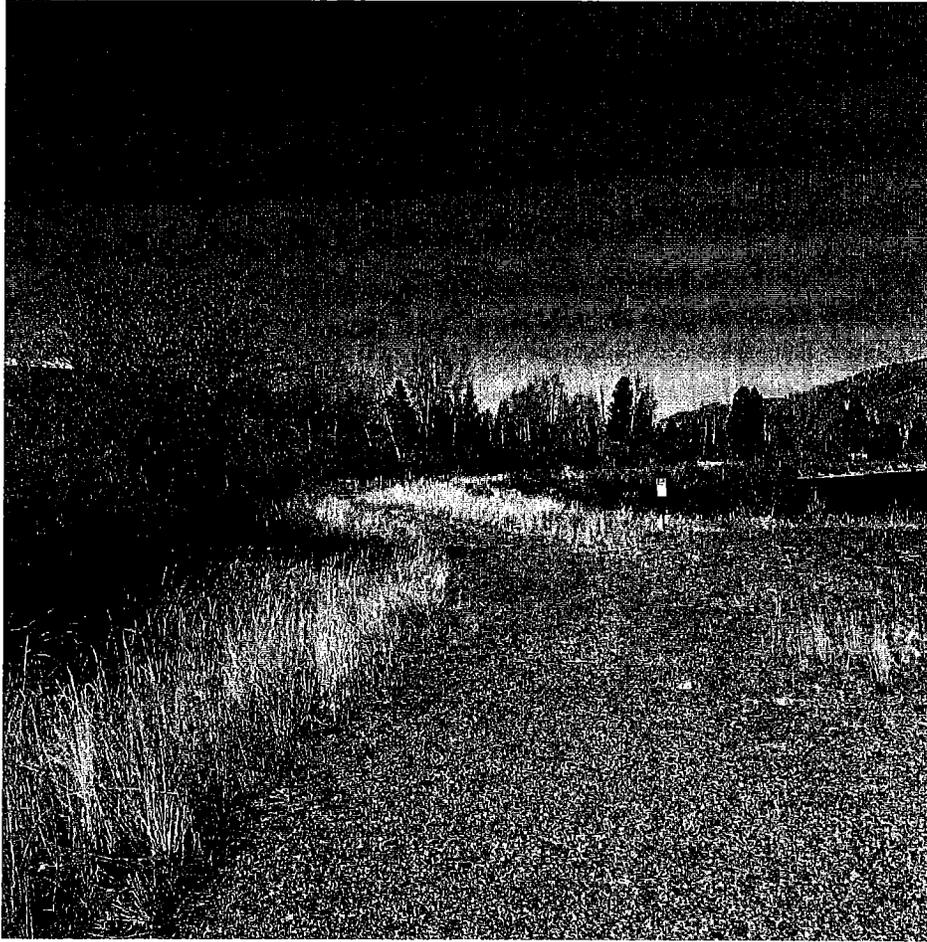
I am writing in support of the Silverthorne Planning Commission's recommendation that Units 30/31 be eliminated from the proposed site plan:

1. The proposed Units 30/31 materially differ in design and size from the other duplexes in the community. Units 30/31 are proposed as two over/under units as opposed to the side-by-side duplex units proposed for the remainder of the project.
2. The proposed Units 30/31 elevate the form of a duplex over the substance of a modified single family residence in attempting to comply with the requirement that all development be multifamily in character.
3. Leaving that portion of the site where units 30/31 are proposed undeveloped would promote a refuge for wildlife (particularly in conjunction with the Silverthorne-owned open space parcel immediately adjacent to the north) that would be displaced by development of the remainder of the project.
4. The development of additional impervious surfaces (i.e. rooftops, drives) will exacerbate an already tenuous water control proposal involving massive amounts of fill and the revision of flood control channels.
5. No effort has been made by the developer to address concerns of adjacent property owners respecting light pollution, view corridors, landscape buffering and the like.

Sincerely,



Peter A. Wessel
Owner, 134 Lariat Loop Dr., Silverthorne, CO 80498



Wildlife Assessment

The Ponds Lot 5

Summit County, Colorado

prepared for:

Blue Shores, L.L.C.

P.O. Box 7902, Aspen, CO 81612

prepared by:

Wildlife Specialties, L.L.C.

P.O. Box 1231, Lyons, CO 80540

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Executive Summary

Since 2006 Lot 5 of The Ponds at Blue River (Lot 5) has been reviewed three times to provide information on wildlife use of Lot 5 and impacts associated with the residential development of Lot 5. In 2006 there was much more evidence of use of Lot 5 by wildlife, most of which was elk use during the spring and fall. Since that time lands north, east and west of Lot 5 have been developed and wildlife use has lessened. The property still provides breeding habitat for Neotropical migrant Landbirds which dominate the use of the parcel. Historically Beavers (*Castor canadensis*) were the dominant species on site; there is no current evidence of recent use. The Blue River, the western boundary of the property, provides habitat for aquatic and riparian species. Potential boreal toad breeding habitat is present along the Blue River where water is slow moving and/or impounded and in areas historically used by Beavers.

1.0 Introduction

Lot 5 is located in Summit County, Colorado in the Blue River Valley north of Silverthorne. The Public Land Survey System description of this property is SW 1/4 Section 36 Township 4 South Range 78 West and located on the Dillon Colorado U.S. Geological Survey 7.5 topographic map. Figure 1 shows a generalized location of Lot 5.

This report provides an introduction to the project (this Section), a description of the environmental setting in Section 2, methods used to assess the project site in Section 3, Section 4 identifies wildlife resources found in the study area, and Section 5 concludes this report.

2.0 Environmental Setting

The study site is approximately 4.9 ha (12.14 acres) in size and located on the east side of the Blue River, across from the existing development at The Ponds at Blue River, west of the Eagles Nest Planned Urban Development, and south of The South Forty Subdivision. Elevation at the study site ranges from an approximate low of 2,641 meters (m) above mean sea level (MSL) on the south to an approximate high of 2,637 m above MSL on the north (8,667 to 8,652 feet).

The study area is located in the eco-region identified as the Southern Rocky Mountain Steppe – open woodland- coniferous forest – alpine meadow province of the dry domain (Bailey 1995). Vegetation changes with altitude and slope aspect. This eco-region is characterized by annual temperatures ranging from 2° to 7° C (35° to 45° F), a considerable amount of precipitation is in the form of snow and can equal up to 102 cm (40 inches) per year (Bailey 1995). Average annual precipitation in Summit County is 61.96 cm (24.60 inches) (NDIS 2016).

Lot 5 is principally representative of an ecotone between the riparian community along the Blue River and the mountain shrub community on the east side. The plant community varies based on distance from water sources (the Blue River or beaver ponds). Along the Blue River within the riparian zone willows (*Salix* spp.) are dominant but intermixed with Douglas fir (*Pseudotsuga menziesii*), and alder (*Alnus incana*). In drier, more upland areas the plant community is dominated by shrubs and grasses including potentilla (*Potentilla* spp.), rabbitbush (*Chrysothamnus nauseosus*) and smooth brome (*Bromus inermis*). All habitats are in a fairly natural condition with some alteration from historical actions.

3.0 Methods

A survey of the project site was conducted via foot in April 2006, June 2011, and November 2015 by Jerry Powell of Wildlife Specialties, L.L.C. Mr. Powell has both a B.S. and M.S. in Wildlife Biology from Colorado State University and is a Certified Wildlife Biologist by The Wildlife Society. He has conducted many habitat assessments, site inventories, and sensitive species surveys throughout the State of Colorado and Summit County.

Sources of information on wildlife species potentially present at Lot 5 included the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (iPac) on-line tool (USFWS 2016); the Colorado Breeding Bird Atlas (Kingery 1998) and Mammals of Colorado (Armstrong et al. 2010). Online

resources consisted of the Natural Diversity Information Source (NDIS) and the Colorado Natural Heritage Program (CNHP).

4.0 Wildlife Resources

Wildlife use and habitat suitability at Lot 5 were evaluated based on habitat type currently existing at Lot 5. Neotropical migrant landbirds and beavers (*Castor canadensis*) had evidence of the most use of Lot 5; beavers have modified the landscape significantly as ponds and waterways have changed over time. The riparian habitat affords habitat for a wide variety of birds, Table 1 identifies some of the species observed during site review during previous years. Over time evidence of elk use of Lot 5 has decreased as the surrounding areas have become developed.

4.1 Federal Threatened or Endangered Wildlife Species

The U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (iPac) on-line tool identifies eight vertebrate and one invertebrate endangered, threatened, candidate and proposed species that have or do occur within Summit County. Table 2 identifies species protected under the ESA potentially occurring in Summit County and their potential to occur near Lot 5. No federally protected species use or are dependent on habitat at Lot 5. No designated critical habitat is found on or near Lot 5.

4.1 State of Colorado Threatened or Endangered Species

A review of the Colorado Parks and Wildlife Information Source and the Colorado Listing of Endangered, Threatened and Wildlife Species of Special Concern (CDOW 2003) did not reveal any species as potentially occurring within the general vicinity of Lot 5 aside from the boreal toad (*Bufo boreas boreas*). The presence of old beaver ponds and associated waterways indicates that habitat suitable for use by boreal toads for breeding may be present within Lot 5. These areas also provide the essential shallow-water habitat for boreal toad larvae (Hammerson 1999). If habitat alteration were to occur at Lot 5 during the spring and summer a survey for active breeding ponds would be warranted and recommended; the creation of other breeding habitat also would be warranted and recommended as mitigation.

4.2 Raptors

A review of the Colorado Breeding Bird Atlas (Kingery 1998) identified breeding evidence in Summit County for eight species of raptors. These species include osprey (*Pandion haliaetus*), Cooper's hawk (*Accipiter cooperii*), northern goshawk (*Accipiter gentilis*), Swainson's hawk (*Buteo swainsoni*), red-tailed hawk (*Buteo jamaicensis*), golden eagle (*Aquila chrysaetos*), American kestrel (*Falco sparverius*), and prairie falcon (*Falco mexicanus*). Of these species, it is expected that only the northern goshawk, Swainson's hawk, golden eagle and the prairie falcon do not use the project site, except sporadically. All of the other species would be expected to use the project area for nesting or foraging. A pair of osprey has nested west of Lot 5 for several years. This pair uses the Blue River and ponds near Lot 5 for foraging and incorporates Lot 5 into their home range.

During the 2015 review a nest was found (Figure 2 and Photo 1) that resembled an *Accipiter* nest. The nest was not active at the time of the survey but did appear to have been used during the 2015 breeding season. If earth disturbing activities or vegetation clearing and grubbing occurs between February 15 and August 15, the status of this nest will first need to be determined before these actions can commence. Disturbing an active nest (one with eggs or young) is a violation of the Migratory Bird Treaty Act (MBTA).

4.3 Big Game

Big game refers to those large species of wildlife that are economically important because of revenues generated through sport hunting of those species. Common examples include mule deer (*Odocoileus hemionus*) and Rocky Mountain elk (*Cervus elaphus nelsoni*), both of which are common to the Blue River Valley.

The CPW maps the entire Blue River valley as overall elk and mule deer range. No portion of Lot 5 or The Ponds at Blue River or nearby areas are classified as habitats critical (e.g. severe winter range, calving areas, etc.) to elk or mule deer (CPW 2016).

The entire area of The Ponds at Blue River is mapped by the CPW as overall black bear (*Ursus americanus*) range, fall concentration area, and as a black bear human conflict area. No black bear movement corridors were mapped within the vicinity of Lot 5 or The Ponds at Blue River.

The Ponds at Blue River are also mapped as mountain lion (*Felis concolor*) overall range. No mountain lion movement corridors were mapped within the vicinity of Lot 5 or The Ponds at Blue River.

5.0 Conclusion

Wildlife use of Lot 5 is influenced by its direct vicinity to existing development and not by a lack or degradation of habitat. With the amount of development that currently exists and is expected to occur, wildlife use of Lot 5 is now constrained to those species capable of existing in close proximity to humans; mainly birds and smaller mammals. Development should be clustered in the center of the property, away from riparian habitat and wetlands, where habitat is of less quality. Condominiums to the west and north are easily seen from Lot 5; it appears that Lot 5 is used by locals for walking their dogs and general recreation. The following general recommendations are provided to lessen impacts to wildlife:

- Retain a 7.6m (25 foot) conservation buffer between wetlands, the pond, and the Blue River;
- Protect riparian vegetation with set-backs to maintain Neotropical migrant land bird habitat;
- Do not plant ornamental or other plants that will attract wildlife to your home;
- Keep pets indoors, walk dogs on leashes or have kennels for their unsupervised use;
- Keep bird feeders, grills, pet food, etc. out of reach of bears and other wildlife;
- During the winter when deer and elk are on a starvation diet, do not disturb;
- Place chicken wire around any trees that you do not want the beavers to fell.

Following these recommendations will allow for a more harmonious balance between humans and wildlife and allows Lot 5 to still be of value to wildlife species already present and allow for development.

6.0 References

- Bailey, R. G. 1995. Description of the ecoregions of the United States. 2d ed. Rev. and expanded (1st ed. 1980). Misc. Publ. No. 1391 (rev.), Washington.
- Colorado Parks and Wildlife (CPW). 2016. Colorado Listing of Endangered, Threatened and Wildlife Species of Special Concern. <http://cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>
- Armstrong, D. M., Fitzgerald, J. P., and Meaney C. A, 2010. Mammals of Colorado, 2nd Ed.. Published by the Denver Museum of Natural History.
- Hammerson, G.A. 1999. Amphibians and Reptiles in Colorado: A Colorado field guide. Niwot, Colorado: University Press & Colorado Division of Wildlife.
- Kingery, H.E. 1998. Colorado Breeding Bird Atlas. H. E. Kingery, ed. Published by Colorado Bird Atlas Partnership and Colorado Division of Wildlife.

TABLE 1**Avian Species Observed at Lot 5**

<u>Scientific Name</u>	<u>Common Name</u>
<i>Branta canadensis</i>	Canada goose
<i>Agelaius phoeniceus</i>	Red-winged black bird
<i>Turdus migratorius</i>	American robin
<i>Zonotrichia leucophrys</i>	White-crowned sparrow
<i>Poecile gambeli</i>	Mountain chickadee
<i>Colaptes auratus</i>	Northern flicker
<i>Regulus calendula</i>	Ruby-crowned kinglet
<i>Corvus brachyrhynchos</i>	American crow
<i>Molothrus ater</i>	Brown-headed cowbird
<i>Dendroica petechia</i>	Yellow warbler
<i>Pandion haliaetus</i>	Osprey

TABLE 2
Federal Threatened, Endangered and Candidate Species
Summit County, Colorado

<u>Scientific Name</u>	<u>Common Name</u>	<u>Federal Status</u>	<u>Habitat Requirements</u>	<u>Potential for Occurrence</u>
Birds				
<i>Strix occidentalis lucida</i>	Mexican spotted owl	FT	Rocky canyons or forested mountains below 2,888 meters (9,500 feet) altitude. Nests in standing snags and hollow trees.	Suitable habitat does not exist near or within Lot 5 or The Ponds at Blue River.
<i>Coccyzus americanus</i>	Yellow-billed cuckoo	FC	Riparian areas dominated by cottonwoods and willows.	Needs dense riparian vegetation dominated by oak and willow – Lot 5 or The Ponds at Blue River does not provide suitable habitat.
Fish				
<i>Gila elegans</i>	Bonytail	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
<i>Ptychocheilus lucius</i>	Colorado pikeminnow	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
<i>Gila cypha</i>	Humpback chub	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
<i>Xyrauchen texanus</i>	Razorback sucker	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
<i>Oncorhynchus clarki stomias</i>	Greenback Cutthroat Trout	FT	High altitude headwater streams protected from non-native trout predators/competitors.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
Mammals				
<i>Lynx canadensis</i>	Canada lynx	FT	Feeds primarily on snowshoe hare, which occur in coniferous forest	Lot 5 or The Ponds at Blue River do not provide suitable habitat.

TABLE 2
Federal Threatened, Endangered and Candidate Species
Summit County, Colorado

<u>Scientific Name</u>	<u>Common Name</u>	<u>Federal Status</u>	<u>Habitat Requirements</u>	<u>Potential for Occurrence</u>
			above 2,438 meters (8,000 feet) in Colorado; requires dense cover for denning.	

FE = Federally Endangered
 FT = Federally Threatened
 FC = Federal Candidate

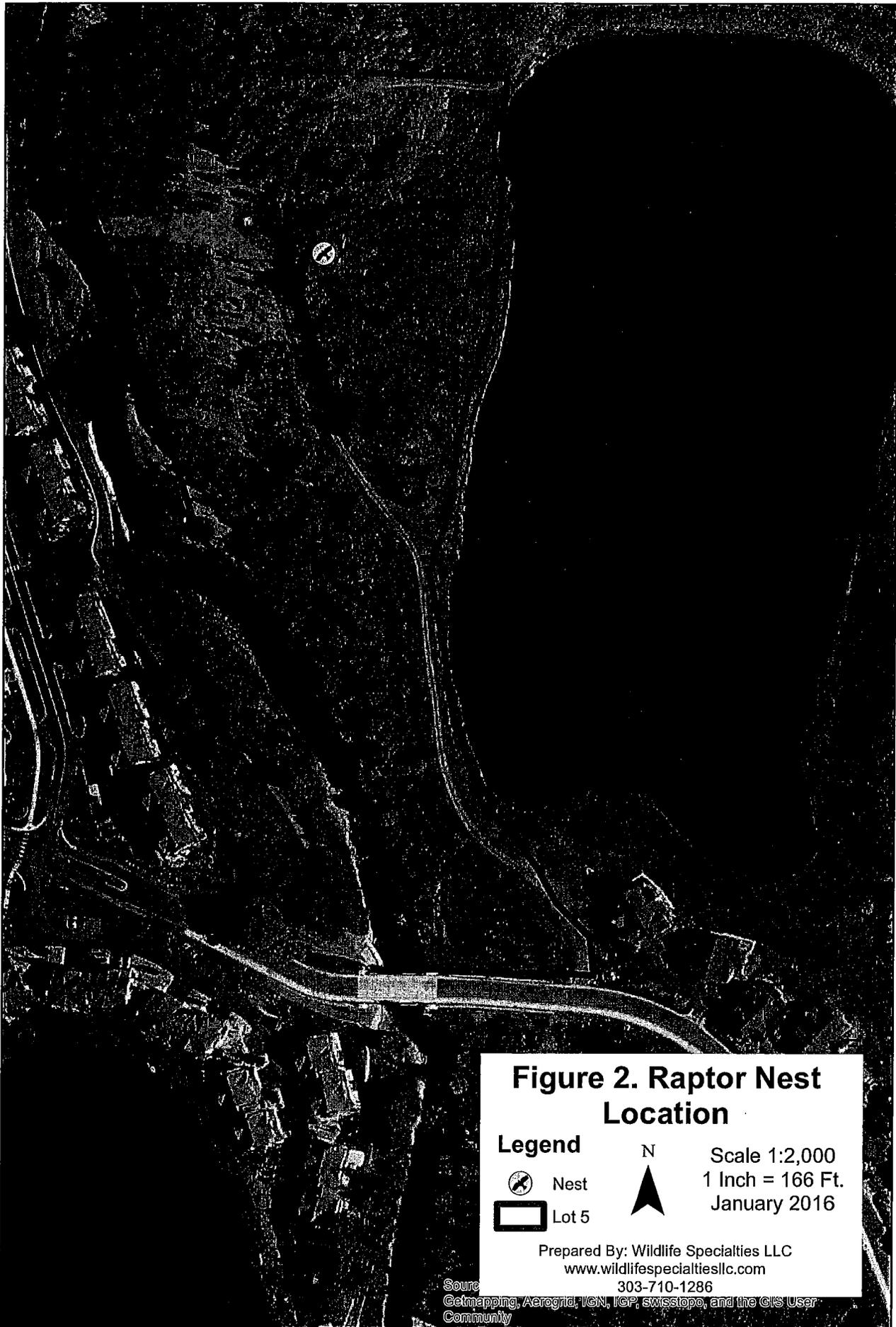


Figure 2. Raptor Nest Location

Legend

-  Nest
-  Lot 5



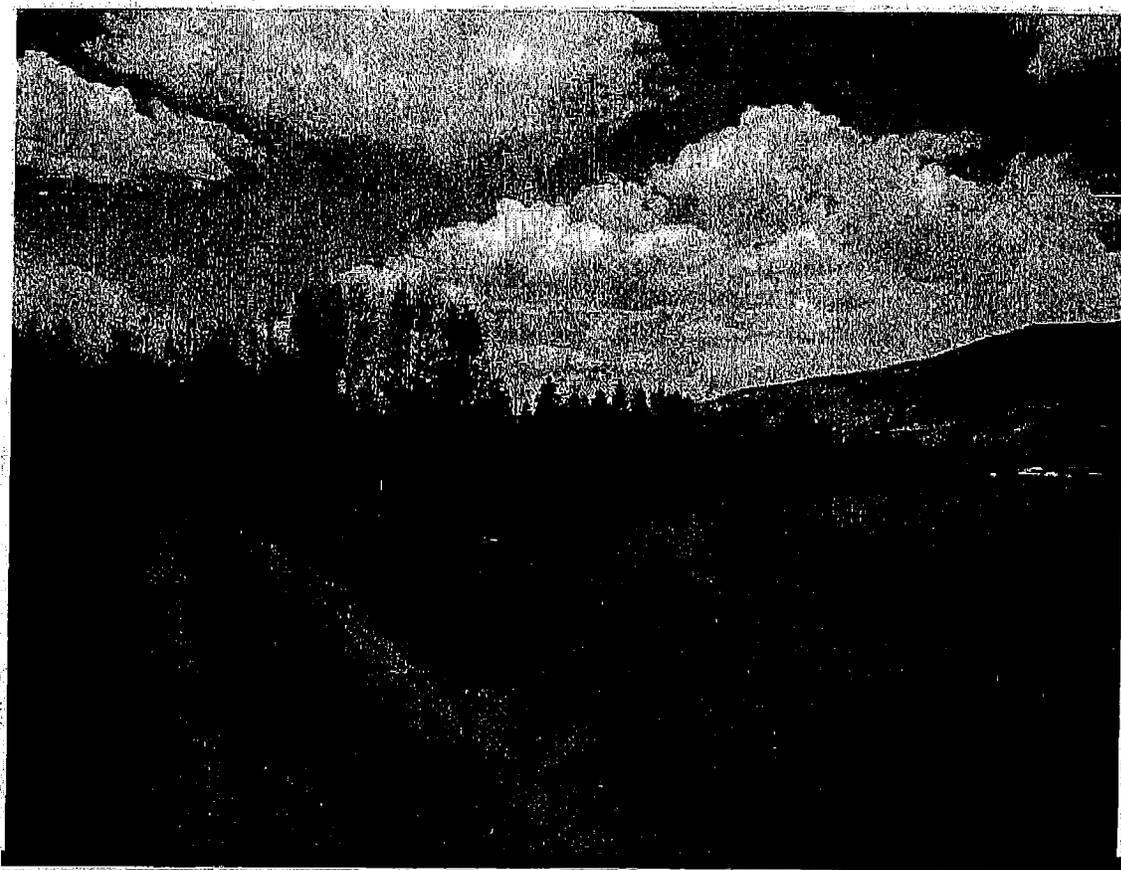
Scale 1:2,000
1 Inch = 166 Ft.
January 2016

Prepared By: Wildlife Specialties LLC
www.wildlifespecialtiesllc.com
303-710-1286

Source: Getmapping, Aerogrid, IGN, IGP, Swisstopo, and the GIS User Community



Photo 1: Yellow oval identifies the location of a raptor nest found during the November 2015 project review.



Wildlife Assessment

The Ponds Lot 5

Summit County, Colorado

prepared for:

Red Buffalo Holdings, L.L.C.

P.O. Box 6469, Dillon, CO 80435

prepared by:

Wildlife Specialties, L.L.C.

P.O. Box 1231, Lyons, CO 80540

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Executive Summary

Lot 5 of The Ponds at Blue River (Lot 5) provides seasonal habitat to both deer and elk; though most use appears to be by elk during the spring and fall. The property also provides breeding habitat for Neotropical migrant landbirds. The greatest wildlife use of the property is by beavers; recent and historical use is found throughout the property. The Blue River, the western boundary of the property, provides habitat for aquatic and riparian species. Potential boreal toad breeding habitat is also present.

1.0 Introduction

Lot 5 is located in Summit County, Colorado in the Blue River Valley north of Silverthorne. The Public Land Survey System description of this property is SW 1/4 Section 36 Township 4 South Range 78 West and located on the Dillon Colorado U.S. Geological Survey 7.5 topographic map. Figure 1 shows a generalized location of Lot 5.

This report provides an introduction to the project (this Section), a description of the environmental setting in Section 2, methods used to assess the project site in Section 3, Section 4 identifies wildlife resources found in the study area, and Section 5 concludes this report.

2.0 Environmental Setting

The study site is approximately 4.9 ha (12.14 acres) in size and located on the east side of the Blue River; across from the existing development at The Ponds at Blue River, west of the Eagles Nest Planned Urban Development, and south of The South Forty Subdivision. Elevation at the study site ranges from an approximate low of 2,641 meters (m) above mean sea level (MSL) on the south to an approximate high of 2,637 m above MSL on the north (8,667 to 8,652 feet).

The study area is located in the eco-region identified as the Southern Rocky Mountain Steppe – open woodland- coniferous forest – alpine meadow province of the dry domain (Bailey 1995). Vegetation changes with altitude and slope aspect. This eco-region is characterized by annual temperatures ranging from 2° to 7° C (35° to 45° F), a considerable amount of precipitation is in the form of snow and can equal up to 102 cm (40 inches) per year (Bailey 1995). Average annual precipitation in Summit County is 61.96 cm (24.60 inches) (NDIS 2006).

Lot 5 is principally representative of an ecotone between the riparian community along the Blue River and the mountain shrub community on the east side. The plant community varies based on distance from water sources (the Blue River or beaver ponds). Along the Blue River within the riparian zone willows (*Salix* spp.) are dominant but intermixed with Douglas fir (*Pseudotsuga menziesii*), and alder (*Alnus incana*). In drier, more upland areas the plant community is dominated by shrubs and grasses including potentilla (*Potentilla* spp.), rabbitbush (*Chrysothamnus nauseosus*) and smooth brome (*Bromus inermis*). All habitats are in a fairly natural condition with some alteration from historical actions.

3.0 Methods

A survey of the project site was conducted via foot on 17 April 2006 by Jerry Powell of Wildlife Specialties, L.L.C. Mr. Powell has both a B.S. and M.S. in Wildlife Biology from Colorado State University and is a Certified Wildlife Biologist by The Wildlife Society. He has conducted many

habitat assessments, site inventories, and sensitive species surveys throughout the State of Colorado and Summit County.

Sources of information on wildlife species potentially present at The Ponds at Blue River Lot 5 included the U.S. Fish and Wildlife Service (USFWS) February 2005 list of endangered, threatened, candidate and proposed species for Eagle County; the Colorado Breeding Bird Atlas (Kingery 1998) and Mammals of Colorado (Fitzgerald et al. 1994). Online resources consisted of the Natural Diversity Information Source (NDIS) and the Colorado Natural Heritage Program (CNHP).

4.0 Wildlife Resources

Wildlife use and habitat suitability at Lot 5 were evaluated based on habitat type currently existing at Lot 5. Neotropical migrant landbirds and beavers (*Castor canadensis*) had evidence of the most use of Lot 5; beavers have modified the landscape significantly as ponds and waterways have changed over time. The riparian habitat affords habitat for a wide variety of birds, Table 1 identifies some of the species observed during site review. Though mule deer are expected to use the area there was a paucity of evidence of their use. Evidence of elk use was common throughout Lot 5; based on physical evidence (scat, rubs, etc.) at Lot 5 most use by elk occurs during the spring and fall. One pile of moose (*Alces alces*) scat was noted within the riparian vegetation.

4.1 Federal Threatened or Endangered Wildlife Species

The U.S. Fish and Wildlife Service (USFWS) February 2005 list of endangered, threatened, candidate and proposed species identifies ten vertebrate and one invertebrate species that have or do occur within Summit County. Information for each species was summarized from the Colorado Breeding Bird Atlas (Kingery 1998) and Mammals of Colorado (Fitzgerald et al. 1994) and the USFWS. Table 2 identifies species protected under the ESA potentially occurring in Summit County and their potential to occur near Lot 5.

4.1 State of Colorado Threatened or Endangered Species

A review of the Colorado Division of Wildlife Natural Diversity Information Source and the Colorado Listing of Endangered, Threatened and Wildlife Species of Special Concern (CDOW 2003) did not reveal any species as potentially occurring within the general vicinity of Lot 5 aside from the boreal toad (*Bufo boreas boreas*). The presence of old beaver ponds and associated waterways indicates that habitat suitable for use by boreal toads for breeding may be present within Lot 5. These areas also provide the essential shallow-water habitat for boreal toad larvae (Hammerson 1999). The boreal toad was a candidate for listing under the Endangered Species Act (ESA) of 1973 (as amended) but has since been removed; however, it is still a State of Colorado endangered species. If habitat alteration were to occur at Lot 5 during the spring and summer a survey for active breeding ponds would be warranted and recommended; the creation of other breeding habitat also would be warranted and recommended as mitigation.

4.2 Raptors

A review of the Colorado Breeding Bird Atlas (Kingery 1998) identified breeding evidence in Summit County for eight species of raptors. These species include osprey (*Pandion haliaetus*), Cooper's hawk (*Accipiter cooperii*), northern goshawk (*Accipiter gentilis*), Swainson's hawk (*Buteo swainsoni*), red-tailed hawk (*Buteo jamaicensis*), golden eagle (*Aquila chrysaetos*), American kestrel

(*Falco sparverius*), and prairie falcon (*Falco mexicanus*). Of these species, it is expected that only the northern goshawk, Swainson's hawk, golden eagle and the prairie falcon do not use the project site, except sporadically. All of the other species would be expected to use the project area for nesting or foraging. A pair of osprey has nested west of The Ponds at Blue River for several years. This pair uses the Blue River and ponds near Lot 5 for foraging and incorporates Lot 5 into their home range.

4.3 Big Game

Big game refers to those large species of wildlife that are economically important because of revenues generated through sport hunting of those species. Common examples include mule deer (*Odocoileus hemionus*) and Rocky Mountain elk (*Cervus elaphus nelsoni*), both of which are common to the Blue River Valley.

The NDIS was reviewed to identify designated wildlife areas within and near Lot 5 and The Ponds at Blue River. The entire Blue River valley is defined as overall elk and mule deer range. No portion of Lot 5 or The Ponds at Blue River or nearby areas are classified as habitats critical (e.g. severe winter range, calving areas, etc.) to elk or mule deer (NDIS 2006).

The NDIS maps the entire area of The Ponds at Blue River as overall black bear (*Ursus americanus*) range, fall concentration area, and as a black bear human conflict area. No black bear movement corridors were mapped within the vicinity of Lot 5 or The Ponds at Blue River.

The NDIS also maps The Ponds at Blue River as mountain lion (*Felis concolor*) overall range. No mountain lion movement corridors were mapped within the vicinity of Lot 5 or The Ponds at Blue River.

5.0 Conclusion

Wildlife use of Lot 5 is influenced by its direct vicinity to existing development and not by a lack or degradation of habitat. With the amount of development that currently exists and is expected to occur, wildlife use of Lot 5 will mainly be constrained to those species capable of existing in close proximity to humans; birds and smaller mammals. Development should be clustered in the center of the property, away from riparian habitat and wetlands, where habitat is of less quality (Photo 1). Condominiums to the west and north are easily seen from Lot 5 (Photo 2 & 3); it appears that Lot 5 is used by locals for walking their dogs and general recreation. The following general recommendations are provided to lessen impacts to wildlife:

- Retain a 7.6m (25 foot) conservation buffer between wetlands, the pond, and the Blue River;
- Protect riparian vegetation with set-backs to maintain Neotropical migrant land bird habitat;
- Do not plant ornamental or other plants that will attract wildlife to your home;
- Keep pets indoors, walk dogs on leashes or have kennels for their unsupervised use;
- Keep bird feeders, grills, pet food, etc. out of reach of bears and other wildlife;
- During the winter when deer and elk are on a starvation diet, do not disturb;
- Place chicken wire around any trees that you do not want the beavers to fell.

Following these recommendations will allow for a more harmonious balance between humans and wildlife and allows Lot 5 to still be of value to wildlife species already present and allow for development.

6.0 References

- Bailey, R. G. 1995. Description of the ecoregions of the United States. 2d ed. Rev. and expanded (1st ed. 1980). Misc. Publ. No. 1391 (rev.), Washington.
- Colorado Division of Wildlife (CDOW). 2003. Colorado Listing of Endangered, Threatened and Wildlife Species of Special Concern. http://wildlife.state.co.us/species_cons/list.asp
- Colorado Natural Diversity Information Source (NDIS).
<http://ndis.nrel.colostate.edu/conservationcnty.asp?cnty=037>
- Fitzgerald, J. P., Meaney C. A., and D. M. Armstrong. 1994. Mammals of Colorado. Published by the Denver Museum of Natural History.
- Hammerson, G.A. 1999. Amphibians and Reptiles in Colorado: A Colorado field guide. Niwot, Colorado: University Press & Colorado Division of Wildlife.
- Kingery, H.E. 1998. Colorado Breeding Bird Atlas. H. E. Kingery, ed. Published by Colorado Bird Atlas Partnership and Colorado Division of Wildlife.

TABLE 1**Avian Species Observed at Lot 5**

Scientific Name	Common Name
<i>Branta canadensis</i>	Canada goose
<i>Agelaius phoeniceus</i>	Red-winged black bird
<i>Turdus migratorius</i>	American robin
<i>Zonotrichia leucophrys</i>	White-crowned sparrow
<i>Poecile gambeli</i>	Mountain chickadee
<i>Colaptes auratus</i>	Northern flicker
<i>Regulus calendula</i>	Ruby-crowned kinglet
<i>Corvus brachyrhynchos</i>	American crow
<i>Molothrus ater</i>	Brown-headed cowbird
<i>Dendroica petechia</i>	Yellow warbler
<i>Pandion haliaetus</i>	Osprey

TABLE 2

**Federal Threatened, Endangered and Candidate Species
Summit County, Colorado**

<u>Scientific Name</u>	<u>Common Name</u>	<u>Federal Status</u>	<u>Habitat Requirements</u>	<u>Potential for Occurrence</u>
Birds				
<i>Haliaeetus leucocephalus</i>	Bald eagle	FT	Open water bodies, small mammals and fish are important winter food sources.	Winter food sources exist within the project area, however, more suitable habitat abounds along the Eagle River.
<i>Strix occidentalis lucida</i>	Mexican spotted owl	FT	Rocky canyons or forested mountains below 2,888 meters (9,500 feet) altitude. Nests in standing snags and hollow trees.	Suitable habitat does not exist near or within Lot 5 or The Ponds at Blue River.
<i>Coccyzus americanus</i>	Yellow-billed cuckoo	FC	Riparian areas dominated by cottonwoods and willows.	Needs dense riparian vegetation dominated by oak and willow – Lot 5 or The Ponds at Blue River does not provide suitable habitat.
Fish				
<i>Gila elegans</i>	Bonytail	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
<i>Ptychocheilus lucius</i>	Colorado pikeminnow	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
<i>Gila cypha</i>	Humpback chub	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.

TABLE 2
Federal Threatened, Endangered and Candidate Species
Summit County, Colorado

<u>Scientific Name</u>	<u>Common Name</u>	<u>Federal Status</u>	<u>Habitat Requirements</u>	<u>Potential for Occurrence</u>
<i>Xyrauchen texanus</i>	Razorback sucker	FE	Large rivers associated with the Colorado River basin.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
Mammals				
<i>Lynx canadensis</i>	Canada lynx	FT	Feeds primarily on snowshoe hare, which occur in coniferous forest above 2,438 meters (8,000 feet) in Colorado; requires dense cover for denning.	Lot 5 or The Ponds at Blue River do not provide suitable habitat.
Invertebrates				
<i>Boloria acrocnema</i>	Uncompahgre fritillary butterfly	FE	All known populations are associated with large patches of snow willow (<i>Salix reticulata</i> spp. <i>nivalis</i>) above 4,040 meters (13,200 ft.), on northeast-facing slopes.	Does not occur near Lot 5, below the altitudinal limit and appropriate habitat does not exist within the vicinity of The Ponds at Blue River.

FE = Federally Endangered
 FT = Federally Threatened
 FC = Federal Candidate



TN / MN
10M

Map created with TOPO!® ©2003 National Geographic (www.nationalgeographic.com/topo)

Figure 1. The yellow shaded area identifies a gross approximation of the Lot 5 project site.

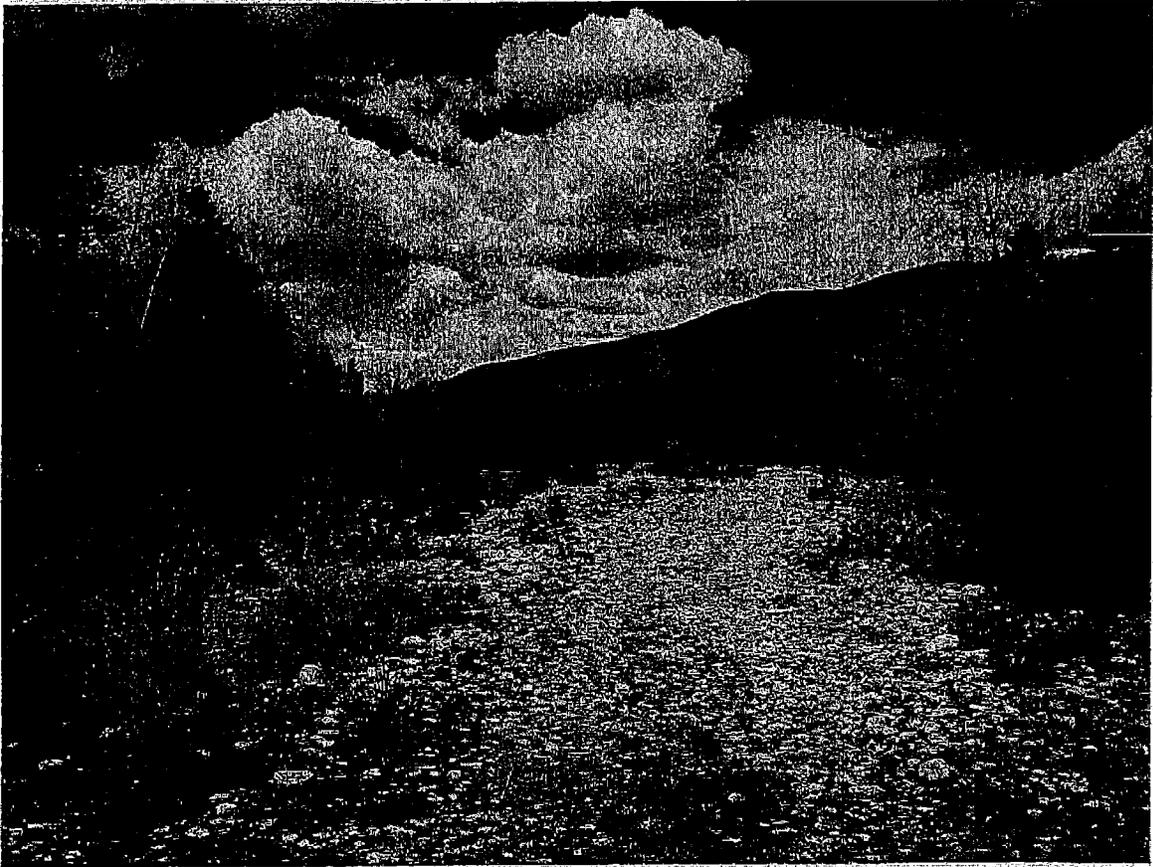


Photo 1: This area is located in the middle of the study towards the northern end of Lot 5 and representative of the area most conducive to residential development.



Photo 2: Looking west from Lot 5 across the Blue River to the main portion of The Ponds at Blue River.



Photo 3: Looking northeast from Lot 5 at some of the nearby development which has influenced wildlife use and distribution around The Ponds at Blue River.

BLUE SHORES/SILVER TROUT ESTATES CLOMR UPDATE

AS OF MARCH 1, 2016

FEMA approved the CLOMR for this property in 2011 and that approval is valid and current. The FEMA CLOMR approval letter and full CLOMR report are included with this packet.



Federal Emergency Management Agency

Washington, D.C. 20472

September 27, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Dave Koop
Mayor, Town of Silverthorne
Post Office Box 1309
Silverthorne, CO 80498

IN REPLY REFER TO:

Case No.: 11-08-0282R
Community Name: Town of Silverthorne, CO
Community No.: 080201

Dear Mayor Koop:

We are providing our comments with the enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Study report and Flood Insurance Rate Map for your community.

If you have any questions regarding the floodplain management regulations for your community, the National Flood Insurance Program (NFIP) in general, or technical questions regarding this CLOMR, please contact the Director, Mitigation Division of the Federal Emergency Management Agency (FEMA) Regional Office in Denver, Colorado, at (303) 235-4830, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Sincerely,

David N. Bascom, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

For: Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Conditional Letter of Map Revision Comment Document

cc: Mr. Dan Geitzen
Town Engineer
Town of Silverthorne

Ms. Leslie Hope, P.E.
President
Hydra Engineering, LLC

Mr. Scott Russell
Silver Trout Estates, LLC



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	Town of Silverthorne Summit County Colorado	FILL	HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA FLOODWAY
	COMMUNITY NO.: 080201		
IDENTIFIER	Silver Trout Estates	APPROXIMATE LATITUDE & LONGITUDE: 39.653, -106.076 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
AFFECTED MAP PANELS			
TYPE: FIRM*	NO.: 0802010012B DATE: August 9, 2001	* FIRM - Flood Insurance Rate Map ** FBFM - Flood Boundary and Floodway Map *** FHBM - Flood Hazard Boundary Map	
TYPE: FIRM*	NO.: 0802010014B DATE: August 9, 2001		

FLOODING SOURCE(S) AND REACH DESCRIPTION

Blue River - from approximately 1,880 feet downstream of Subdivision Road to approximately 110 feet upstream

PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
Blue River	Fill Placement	from approximately 1,780 feet downstream of Subdivision Road to just downstream

SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
Blue River	Zone AE	Zone AE	Yes	Yes
	BFEs*	BFEs	Yes	Yes
	Zone X (shaded)	Zone X (shaded)	Yes	Yes

* BFEs - Base (1-percent-annual-chance) Flood Elevations

COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood. If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

David N. Bascom, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

122451 PT202.BKR.11080282R.H15 104



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). If the effective model does not provide enough detail to evaluate the effects of the proposed project, an existing conditions model must be developed to provide this detail. This existing conditions model is then compared to the effective model and the proposed conditions model to differentiate the increases or decreases in flood hazards caused by more detailed modeling from the increases or decreases in flood hazards that will be caused by the proposed project.

The effective model for Blue River was established by a LOMR dated May 22, 2009 (Case No. 08-08-0785P), and also represents the existing conditions along the project reach.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: Blue River		BFE Change (feet)	Location of maximum change
Proposed vs. Effective	Maximum increase	0.4	Approximately 640 feet downstream of Subdivision Road
	Maximum decrease	0.4	Just downstream of Subdivision Road

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

David N. Bascom, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

122451 PT202.BKR.11080282R.H15 104



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM, and FIS report would be warranted.

- Form 1, entitled "Overview & Concurrence Form" Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1 must be included. If as-built conditions differ from the proposed plans, please submit new forms, which may be accessed at http://www.fema.gov/plan/prevent/fhm/dl_mt-2.shtm, or annotated copies of the previously submitted forms showing the revised information.
- Hydraulic analyses, for as-built conditions, of the base flood; the 10-percent, 2-percent, and 0.2-percent-annual-chance floods; and the regulatory floodway, together with a topographic work map showing the revised floodplain and floodway boundaries. Please ensure that the revised information ties in with the current effective information at the downstream and upstream ends of the revised reach.
- An annotated copy of the FIRM, at the scale of the effective FIRM, that shows the revised floodplain and floodway boundary delineations shown on the submitted work map and how they tie into the floodplain and floodway boundary delineations shown on the current effective FIRM at the downstream and upstream ends of the revised reach
- As-built plans, certified by a registered professional engineer, of all proposed project elements

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "David N. Bascom".

David N. Bascom, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

- Documentation of the individual legal notices sent to property owners who will be affected by any widening/shifting of the base floodplain and/or any BFE increases along the Blue River.
- FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at http://www.fema.gov/plan/prevent/fhm/firm_fees.shtm. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please forward the payment, along with the revision application, to the following address:

LOMC Clearinghouse
7390 Coca Cola Drive, Suite 204
Hanover, Maryland 21076

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM and FIS report. Because the BFEs will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised FEs based on scientific or technical data.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "David N. Bascom".

David N. Bascom, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

122451 PT202.BKR.11080282R.H15 104



Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Jeanine D. Petterson
Director, Mitigation Division
Federal Emergency Management Agency, Region VIII
Denver Federal Center, Building 710
P.O. Box 25267
Denver, CO 80225-0267
(303) 235-4830

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional information about the NFIP is available on the FEMA website at <http://www.fema.gov/nfip>.

A handwritten signature in cursive script that reads "David N. Bascom".

David N. Bascom, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration



Conditional Letter of Map Revision

For

SILVER TROUT ESTATES

Silverthorne, Colorado

November 26, 2008
Revised January 15, 2009
Revised June 2, 2009
Revised December 23, 2010

Prepared for:
Silver Trout Estates, LLC
P.O. Box 469
Basalt, CO 81621

HCE Job No. 2072010.00

Prepared by:
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Crawfordville, FL 32327

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ENGINEER'S STATEMENT

I hereby affirm that this report for the Conditional Letter of Map Revision for Silver Trout Estates was prepared by me (or under my direct supervision) for the owners thereof in accordance with the provisions of the Federal Emergency Management Agency and the Town of Silverthorne. I understand that it is the policy of FEMA will not assume liability for drainage facilities designed by others.

Leslie Hope, P.E.
Colorado P.E. # 32981



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1.0 INTRODUCTION

1.1 GENERAL

The purpose of this "Conditional Letter of Map Revision for Silver Trout Estates" is to establish the proposed 100-year floodplain limits and Base Flood Elevations (1-percent annual chance) for the proposed Silver Trout Estates. Silver Trout Estates is located on Lot 5 of the Ponds at Blue River Subdivision in Section 36, Township 4 South, Range 78 West of the Sixth Principal Meridian in the Town of Silverthorne, Summit County, Colorado. The Blue River is located along the western and northern property boundary, an existing pond and Angler Mountain Ranch is located along the eastern property line and the right of way for Bald Eagle Road is to the south of the site. See **Figure 1** for Vicinity Map.

This CLOMR request involves placement of fill within the 100-year floodplain to remove proposed residences out of the effective 100-year floodplain. No modifications to the effective 100-year floodway are proposed with this CLOMR. The study limits are along the Blue River from FEMA Section AS to Section AR.

Silver Trout Estates is located within the FIRM maps of: Summit County, Community Number 08290, Panel Number 0109C, Effective date August 9, 2001 and Town of Silverthorne, Community Number 0802010, Panel Numbers 0012B and 0014B, Effective date August 9, 2001. The Summit County FIRM does not cover areas within the Town of Silverthorne; however, the FIRM map was included for informational purposes. See **Figure 2** – Summit County FIRM Map. The FEMA FIRM maps show Silver Trout Estates is contained within Zone AE – special flood hazard area inundated by the 100-year flood where base flood elevations have been determined and Zone X – areas outside the 100 year flood. Also, a floodway was established for the Blue River by FEMA and the Angler Mountain Ranch LOMR.

Angler Mountain Ranch (AMR), which is located to the east of Silver Trout Estates, has an approved Letter of Map Revision (LOMR) for the new Bald Eagle Road bridge, dated May 22, 2009 (Case #08-08-0785P). The LOMR study limits include the site for Silver Trout Estates. See **Figures 3A and 3B** – Angler Mountain Ranch LOMR maps.

This CLOMR utilizes the hydraulic analysis from the Town of Silverthorne's Flood Insurance Study (FIS) for the Blue River in combination with the hydraulic analysis for the Angler Mountain Ranch Letter of Map Revision for the "Duplicate Effective", "Corrected Effective" and "Existing" analysis. No changes are noted between the "Duplicate Effective", "Corrected Effective" and the "Existing" hydraulic models for this CLOMR. The existing conditions HECRAS model reflects the above LOMR for Sections 39.8 to 37. Section 36 is from the HEC-2 analysis of Blue River from the Town of Silverthorne's FIS.

The proposed improvements for Silver Trout Estates were modeled using the Army Corps of Engineer's hydraulic computer program entitled, "Hydrologic Engineering Center - River Analysis System" (HEC-RAS), version 4.1.0.



INDIA
20/2010

High Country Engineering
SILVERTHORN, NC
SILVER TROUT ESTATES
VICINITY MAP



HYDRA ENGINEERING, LLC.
26 JASPEN THOMAS ROAD, CHARLOTTE, NC 28227
PHONE: 800.828.2963 FAX: 800.424.8277
WWW.ARTDRAINENGINEERING.COM

NO.	DATE	REVISION	BY
1	11/13/08		JOH
2			
3			
4			

NAME: VICINITY
DRAWN BY: JAH
CHECKED BY: JAH
DATE: 11/13/08
FILE: VICINITY

CALL 800.828.2963
FOR MORE INFORMATION
811

CALL 800.828.2963
FOR MORE INFORMATION
811

Legend

-  1% annual chance (100-Year) Floodplain
-  1% annual chance (100-Year) Floodway
-  0.2% annual chance (500-Year) Floodplain



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
SILVERTHORNE,
COLORADO
SUMMIT COUNTY

PANEL 12 OF 50
(SEE MAP INDEX FOR PANELS NOT PRINTED)

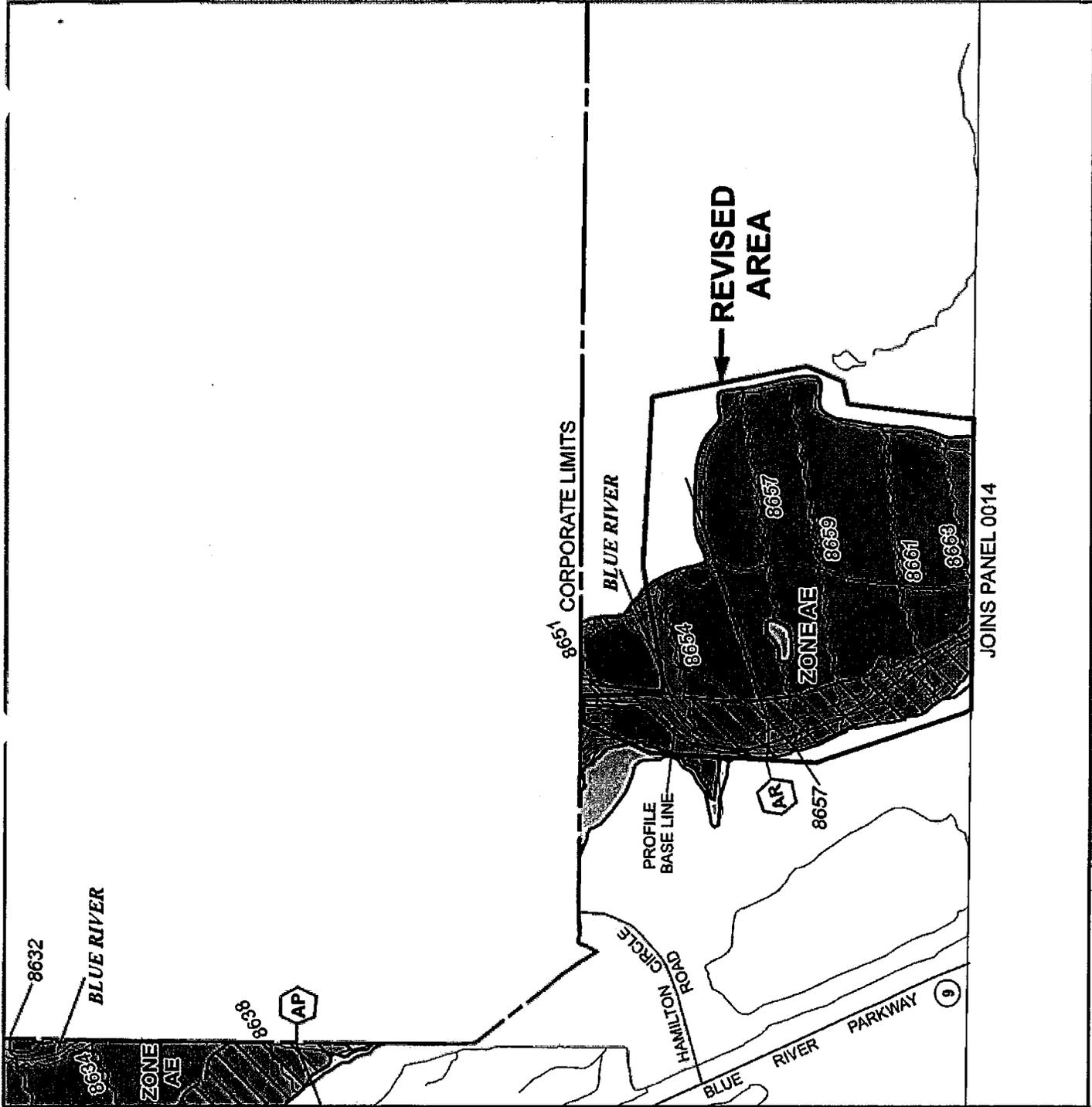
REVISED TO
REFLECT LOMR
EFFECTIVE: May 22, 2009

COMMUNITY-PANEL NUMBER
0802010012 B

MAP REVISED:
AUGUST 9, 2001



Federal Emergency Management Agency



Legend

-  1% annual chance (100-Year) Floodplain
-  1% annual chance (100-Year) Floodway
-  0.2% annual chance (500-Year) Floodplain



APPROXIMATE SCALE IN FEET



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

TOWN OF SILVERTHORNE, COLORADO SUMMIT COUNTY

PANEL 14 OF 50
(SEE MAP INDEX FOR PANELS NOT PRINTED)

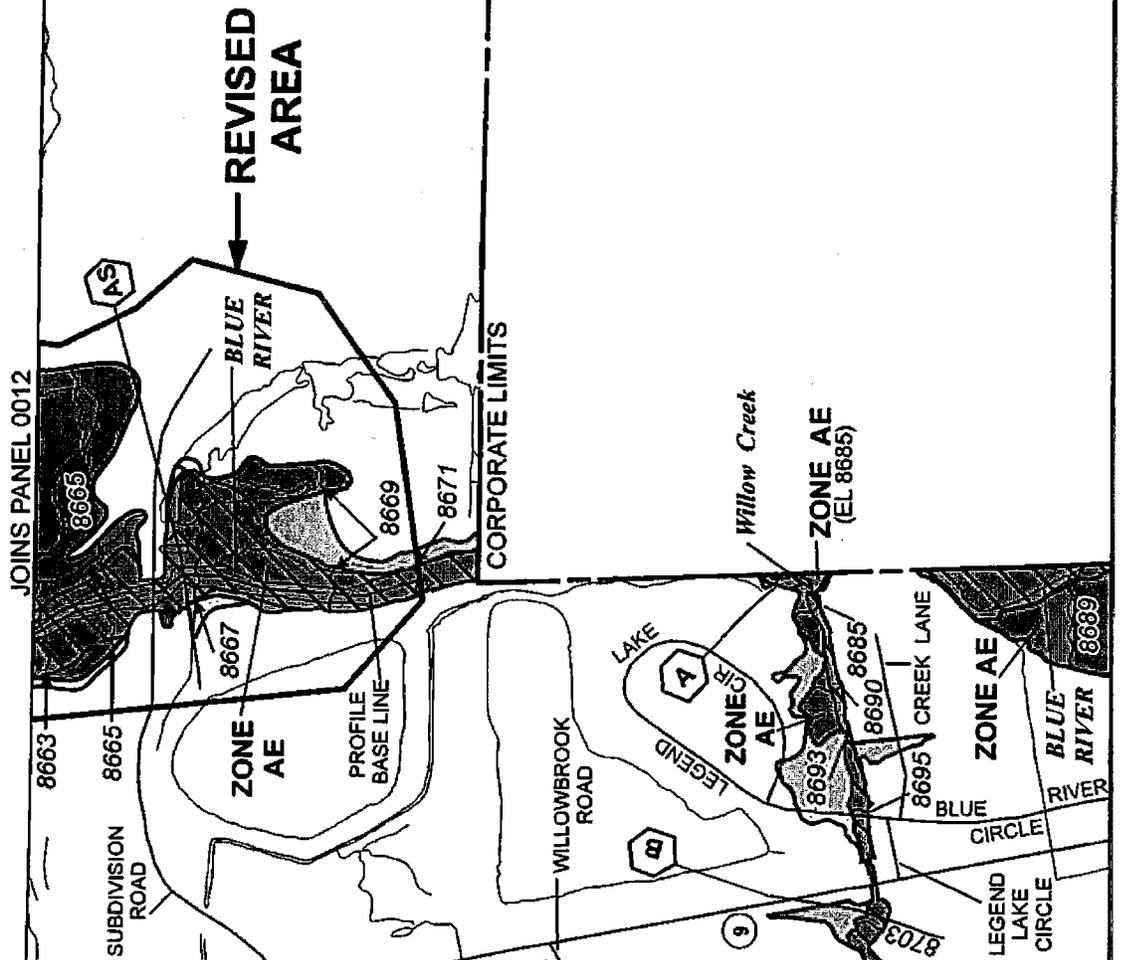
REVISED TO REFLECT LOMR EFFECTIVE: May 22, 2009

COMMUNITY-PANEL NUMBER 0802010014 B

MAP REVISED: AUGUST 9, 2001



Federal Emergency Management Agency





2.0 HYDROLOGIC ANALYSIS

This CLOMR application is utilizing the hydrology presented in the Town of Silverthorne's Flood Insurance Study (FIS). The FIS's hydrologic analysis was based on a combination of stream gaging stations along the Blue River and an analysis of the attenuation effect of Dillon Reservoir upstream of the site. The following recurrence intervals were analyzed in the FIS: 10-, 50-, 100-, and 500-years. The table below presents the peak discharge for the various storm events.

Recurrence Interval	Peak Flowrate (cfs)
10	2,760
50	3,440
100	3,730
500	4,260

3.0 HYDRAULIC ANALYSIS

3.1 HEC-RAS

The computer program USACE's HEC-RAS, Version 4.1.0 was utilized to determine the existing and proposed 100-year floodplain limits, floodway limits, velocities and water surface elevations. See the Exhibits provided in the map pocket for the floodplain limits for Silver Trout Estates based on existing and proposed conditions. The computer program CHECK-RAS was utilized to verify the input information.

The study limits for this CLOMR will tie into FEMA Section AS (HECRAS Section 39.8) upstream and HECRAS Section 36 (next section downstream of Section AR – HECRAS Section 37) downstream. The proposed fill material will not be placed within the effective floodway limits. The fill will be placed from Section 39.5 to Section 37 within the 100 year flood fringe.

The existing topographic information for the study limits is based on field survey data performed in December 2006 by Range West Surveyors. The existing bridge geometry for Bald Eagle Road is from the Angler Mountain Ranch LOMR, dated November 2008. Therefore, the AMR LOMR consists of the latest topographic information. The proposed topography is based on the preliminary grading plans for Silver Trout Estates, dated May 29, 2009.

The HEC-2 analysis in the FIS and the HECRAS in AMR LOMR were used as the "duplicate effective" model. The "existing / pre-project" model is the same as the "duplicate effective" model. The "duplicate effective" (and "existing / pre-project") model is provided in Appendix B.

The normal contraction coefficient is 0.1 and expansion coefficient is 0.3. At the existing bridge, the contraction coefficient is adjusted to 0.3 and the expansion coefficient is 0.5.

The starting water surface elevation was based on the "known water surface elevations" supplied by



the FIS's HEC-RAS model at Section 36.

The Manning's roughness coefficients, in general are 0.04 in the channel and 0.1 in the over bank areas. The roughness coefficient for the over bank area were updated to 0.015 for the proposed roads and 0.03 for the landscaped areas and proposed lots.

The HEC-RAS Sections 37.55 (downstream of Bald Eagle Road) through Section 37.03 show an existing pond on the eastern end of the sections. This pond was determined to be ineffective flow area during the AMR LOMR process and was coded as such in this HEC-RAS analysis.

The proposed 100 year water surface elevations are less than one foot rise over the pre-project base flood elevations. The HEC-RAS analysis for the "post-project" model is provided in Appendix C. See Table 2 for a comparison of the existing and proposed 100 year water surface elevations.

Section	Existing Base Flood Elevation from AMR LOMR (ft)	Proposed Base Flood Elevation (ft)	Elevation Difference (ft)
39.8	8666.87	8666.81	-0.06
37.65	8666.59	8666.52	-0.07
37.6	8666.26	8666.17	-0.09
37.55	8665.34	8664.95	-0.39
37.52	8665.33	8664.91	-0.42
37.5	8665.65	8665.28	-0.37
37.4	8664.23	8664.39	+0.16
37.3	8664.02	8664.02	0
37.2	8662.39	8662.40	-0.01
37.1	8661.32	8661.47	+0.15
37.07	8660.36	8660.72	+0.36
37.05	8659.56	8659.56	0
37.03	8657.46	8657.45	-0.01
37	8656.04	8656.04	0
36	8651.03	8651.03	0

Photo documentation of the floodplain and channel is included in Appendix A. The stream bed is well defined and has cobbles in the flow line. The overbank areas consist of thick willows, grasses and patches of spruce trees. The west bank's side slopes of fairly high and steep. The majority of the floodplain expansion occurs on the east side of Blue River.

3.2 FEMA FIRM MAPPING

Silver Trout Estates is located within the FIRM maps of: Summit County, Community Number 08290, Panel Number 0109C, Effective date August 9, 2001 and Town of Silverthorne, Community Number 0802010, Panel Numbers 0012B and 0014B, Effective date August 9, 2001. Angler Mountain Ranch (AMR), which is located to the east of Silver Trout Estates, has an approved Letter of Map Revision (LOMR) for the new Bald Eagle Road Bridge, effective date May 22, 2009. The AMR LOMR study limits include the site for Silver Trout Estates. Also, the AMR LOMR



established the 100-year floodway limits through Silver Trout Estates. See **Figures 2, 3A and 3B.**

Silver Trout Estates is contained within Zone AE – special flood hazard area inundated by the 100-year flood where base flood elevations have been determined and Zone X – areas outside the 100 year flood. Also, a floodway was established for the Blue River by FEMA and the AMR LOMR.

3.3 SEDIMENT TRANSPORT

Sediment transport was not considered in this reach. The previous floods showed some debris was transported downstream, but minimal sediment was accumulated. The Town of Silverthorne has not identified blockage of the bridge caused by debris nor ice jamming being a problem in the past.

3.4 VERTICAL DATUM

The vertical datum for this floodplain study, aerial topography and field surveys are based on the North American Vertical Datum (NAVD) of 1988. Note that the vertical datum for the Town of Silverthorne's FIRM is also NAVD 1988. However, the vertical datum for Summit County's FIRM is NGVD 1929.



4.0 REFERENCES

1. "Conditional Letter of Map Revision for the Blue River, Silver Trout Estates, A Resubdivision of Lot 5, The Ponds at Blue River", Draft Version, Alpine Engineering, Inc., not dated.
2. "Conditional Letter of Map Revision for Angler Mountain Ranch", Wright Water Engineering, Inc., December 2006.
3. "Letter of Map Revision for Angler Mountain Ranch", Wright Water Engineering, Inc., effective date May 22, 2009.
4. "Flood Insurance Study – Town of Silverthorne, Colorado", Community Number 080201V000, Federal Emergency Management Agency, Effective Date, August 9, 2001.
5. "Flood Insurance Study – Summit County, Colorado and Unincorporated Areas", Community Number 080290V000, Federal Emergency Management Agency, Effective Date, August 9, 2001.
6. *Hydrologic Engineering Center- River Analysis System (HEC-RAS)*, computer program, Version 4.1.0, Army Corps of Engineers, January 2010.
7. Open – Channel Hydraulics, Ven Te Chow, Ph.D., 1988.
8. "Urban Storm Drainage Criteria Manual", Urban Drainage and Flood Control District, June 2001.



APPENDIX A – Photos and Misc. Documentation



Existing Pond located along easterly property boundary.

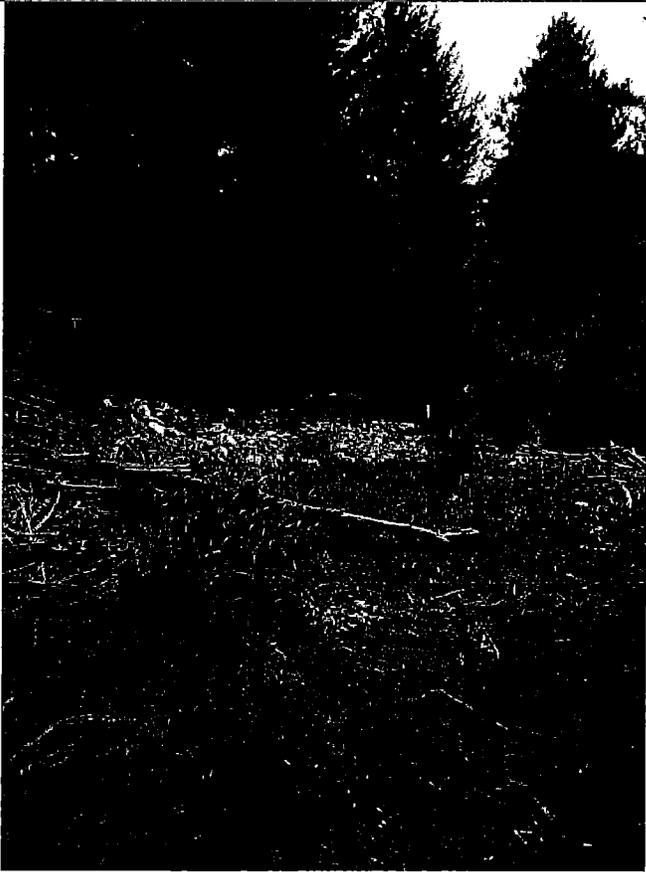




Looking at the Existing Pond Overflow Structure installed with AMR CLOMR



Blue River looking west from Silver Trout Estates



East Overbank

Area of Blue River

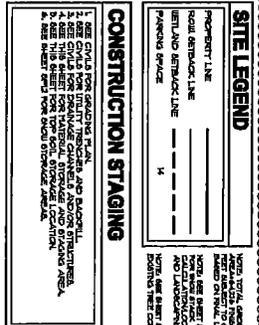
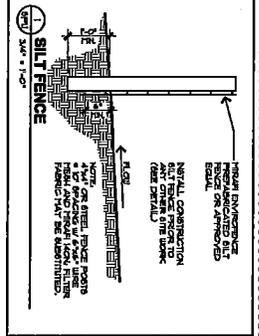
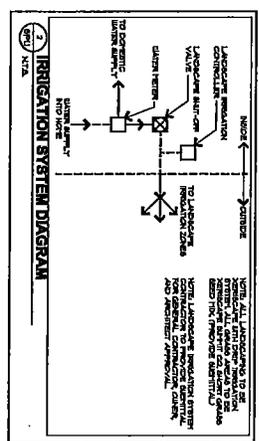
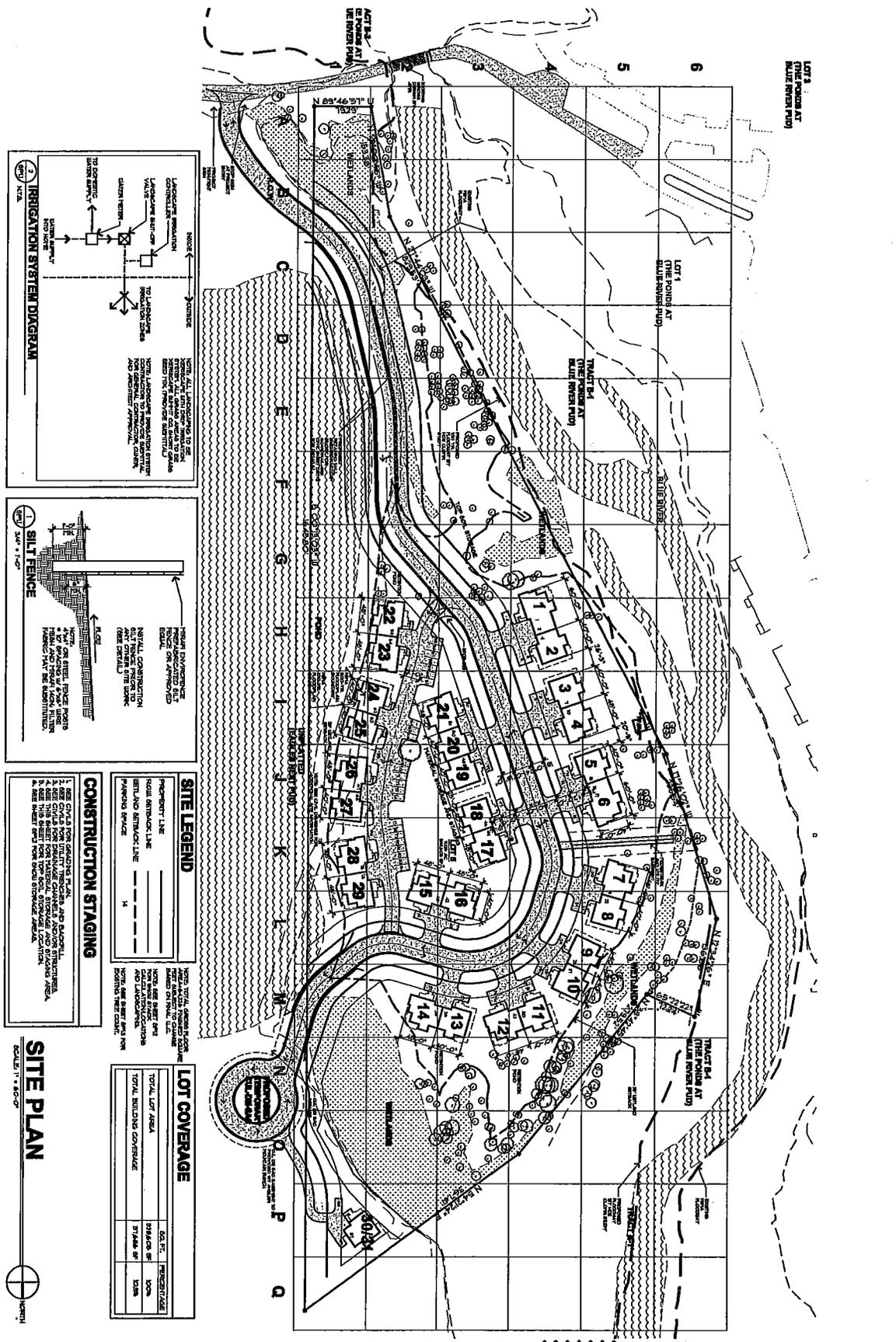


Blue River looking southwest from Silver Trout



SILVER TROUT ESTATES – LOT 5 OF THE PONDS AT BLUE RIVER





SITE LEGEND

PROJECT LINE
ROAD BACKLINE
LOT AND SERVICE LINE
PARKING SPACE

LOT COVERAGE

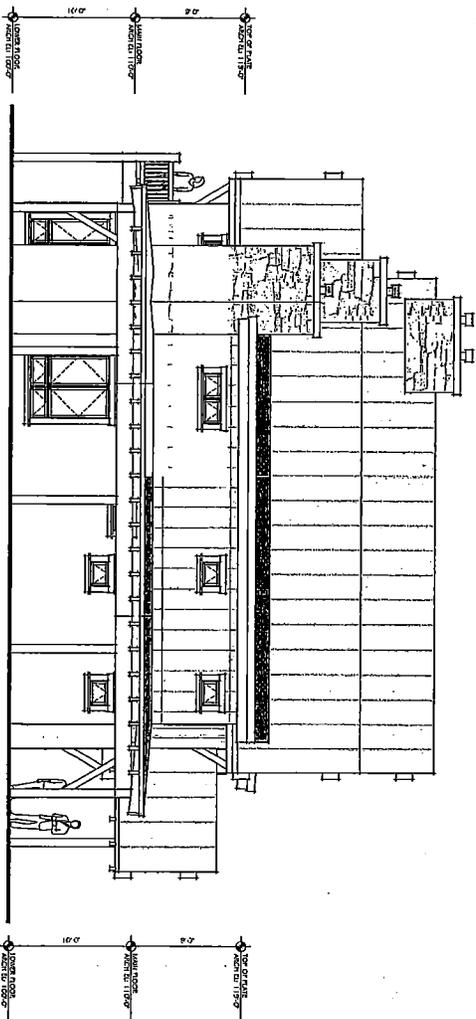
LOT NO.	STAKE #	PERCENTAGE
TOTAL LOT AREA	STAKE #	100%
TOTAL BUILDING COVERAGE	STAKE #	100%

SITE PLAN
SCALE: 1" = 50'-0"

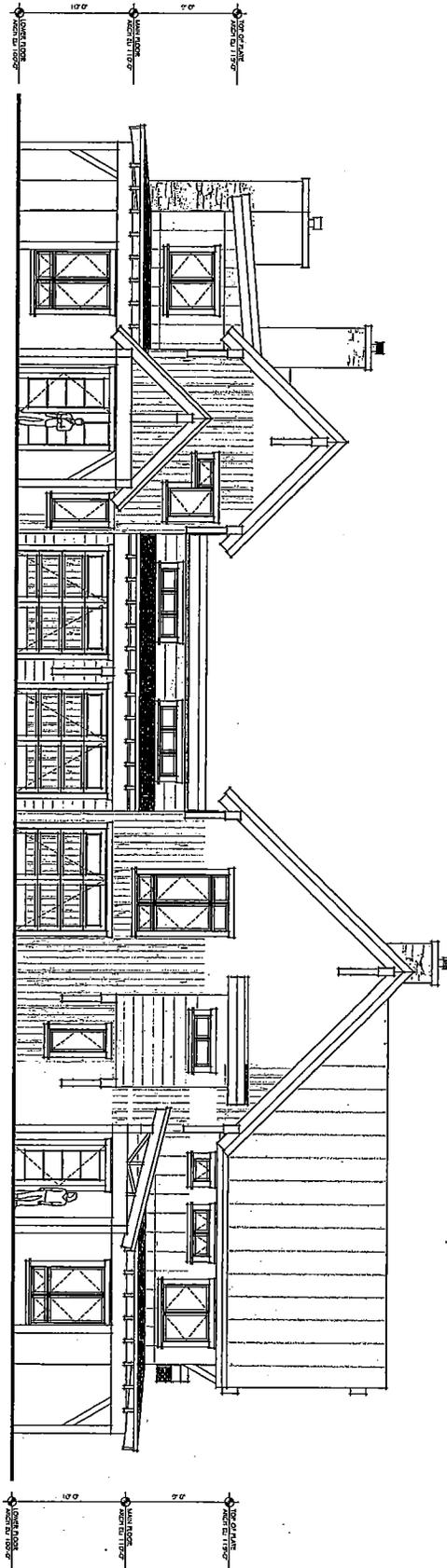
bhh Partners
P.O. BOX 921 190 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6800

SILVER TROUT ESTATES
TOWN OF SILVERTHORPE, HENRY COUNTY, COLORADO

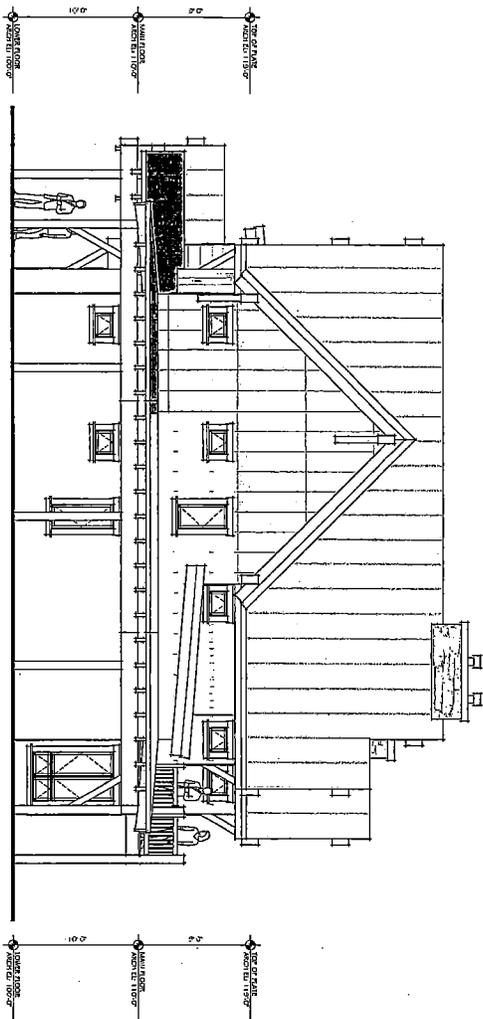
PREPARED BY: CH2M HILL
DATE: 01/11/11
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: 1" = 50'-0"



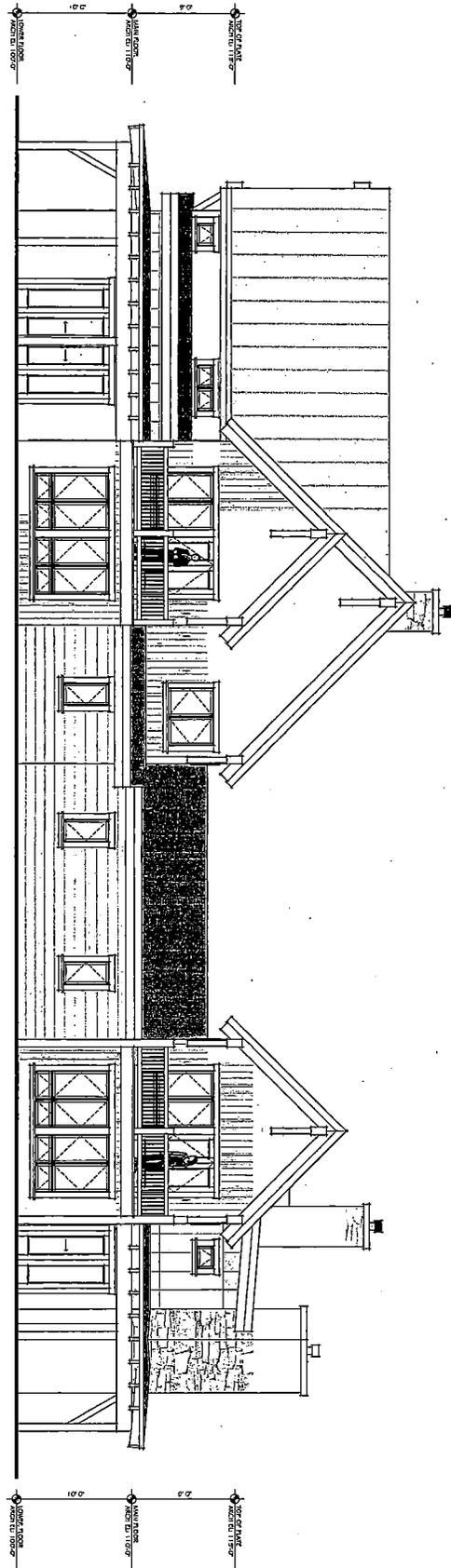
30 NORTH ELEVATION
SCALE 1/4" = 1'-0"



30 SOUTH ELEVATION
SCALE 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



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

Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: July 7, 2016, for the meeting of July 13, 2016
SUBJECT: Tract D, South Maryland Creek Ranch (SMCR) – Filing No. 1 – Final Site Plan (PT2015-2)

SUMMARY: The applicant is requesting approval of a Final Site Plan for an 8,268 square foot private amenities center, named the 'Aspen House', on Tract D. 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 D will be obtained via a private access easement named Moss Landing.

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.

Town of Silverthorne
Town Council Agenda Memorandum

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 SMCR – Filing No. 1, thereby creating Tract D. Council approved the Preliminary Site Plan for Tract D, SMCR – Filing No. 1, on April 13, 2016.

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 Site Plan for Tract D, South Maryland Creek Ranch – Filing No. 1.

Suggested Motion: *“I move to approve the Final Site Plan for Tract D, South Maryland Creek Ranch – Filing No. 1.”*

ATTACHMENTS:
Staff Report and Exhibits

MANAGER’S COMMENTS:

Town of Silverthorne
Town Council Agenda Memorandum

Town of Silverthorne, Colorado
Town Council Staff Report

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

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

Date: July 7, 2016, for the meeting of July 13, 2016

Subject: Final Site Plan – Tract D, South Maryland Creek Ranch (SMCR), Filing No. 1 (PT 2016-2)

Owner: Tom Everist

Applicant: Joanna Hopkins, Development Director, Summit Sky Ranch

Proposal: The applicant is requesting approval of a Final Site Plan for an 8,268 square foot private amenities center, named the 'Aspen House', on Tract D, to be accessed off the private drive, Moss Landing. The proposed use, architecture, and site design are in keeping 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 D, South Maryland Creek Ranch – Filing No. 1

Site Area: 9.85 acres, or 429,066 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: 34 feet

Lot Coverage: Allowed: 15% of the lot area, or 64,360 square feet

- Proposed: less than 1% of the lot area, or 4,050 square feet
- Parking:** Required: 17 standard spaces, and 1 handicap spaces
Proposed: 24 standard spaces, and 1 handicap space
- Snow Storage:** Required: 25% of paved surface, or 6,272 square feet
Proposed: 27% of paved surface, or 6,900 square feet
- Landscaping:** Required: 20% of lot area must be landscaped; of that area, 40% must be planted with trees and 10% must be shrubs.
Proposed: 189 trees and 115 shrubs (exceeds requirement)
- Setbacks:** A minimum of 30' between the Aspen House and any adjacent structures, as required in the PUD Guide, is being met.

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 D. On April 13, 2016, Council approved the Preliminary Site Plan for Tract D, 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 SITE PLAN: The Site Plan review process is reviewed by Planning Commission and Town Council at the Preliminary and Final levels to determine if the plan complies with zoning requirements, Comprehensive Plan policies, and applicable Town Code standards.

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 D 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 D is zoned for a private community center via the SMCR PUD, and that is what is being proposed with this application.

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 D.

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

Pedestrian Access: A private, soft surface trail has been included with the proposal to facilitate pedestrian access.

Traffic Impacts: Based on Section 4-6-8(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 an approved PUD and Subdivision for which thorough Traffic Studies have been performed, Staff finds this criterion to be met.

Parking: As listed in the first section of this memorandum, the minimum parking requirement for the Tract D Final Site Plan proposal is 17 standard spaces and one handicap space. The applicant is proposing 24 standard spaces and one handicap space, thereby exceeding the minimum number of required parking spaces.

Snow Storage: A minimum of 25% of the total paved area must be provided for snow storage, and this criterion has been met with the proposed Final Site Plan.

Landscaping: The Landscaping requirements set forth in the SMCR PUD are more stringent than those found in the Silverthorne Town Code (STC), and considering that the more restrictive standards have been adhered to, Staff finds this criterion to have been met.

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 D. 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 Final Site Plan submittal.

Utilities: Pursuant to the one review comment from the Town's Utilities Manager, the trees that were shown planted within platted utility easements at Preliminary Site Plan have been removed from the plans with this Final Site Plan submittal.

Drainage: A Phase I Master Drainage Plan was submitted and approved with the Final Plat on March 9, 2016. Given that Tract D is located within the plans for Phase I, this criterion has been met.

Architecture: The proposed Aspen House is a two story structure designed with a tower element to help anchor the building. The main level of the building is at grade with Moss Landing, and the lower level is at grade with the south facing pool area. The building is

meant to blend in with its natural surroundings through an appropriate application of bulk, mass, form, and materials. The architecture proposed for this building meets the requirements set forth in the SMCR PUD Guide. *(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 Site Plan for Tract D, South Maryland Creek Ranch – Filing No. 1.

Suggested Motion: *“I move to approve the Final Site Plan for Tract D, South Maryland Creek Ranch – Filing No. 1.”*

Alternate Motion: Should Council determine that the proposed Final Site Plan does not meet Town requirements, the following motion may be made: *“I move to deny the Final Site Plan for Tract D, South Maryland Creek Ranch – Filing No. 1, with the finding that it does not meet STC Section 4-6-8(i) Criteria for a Final Site Plan.”*

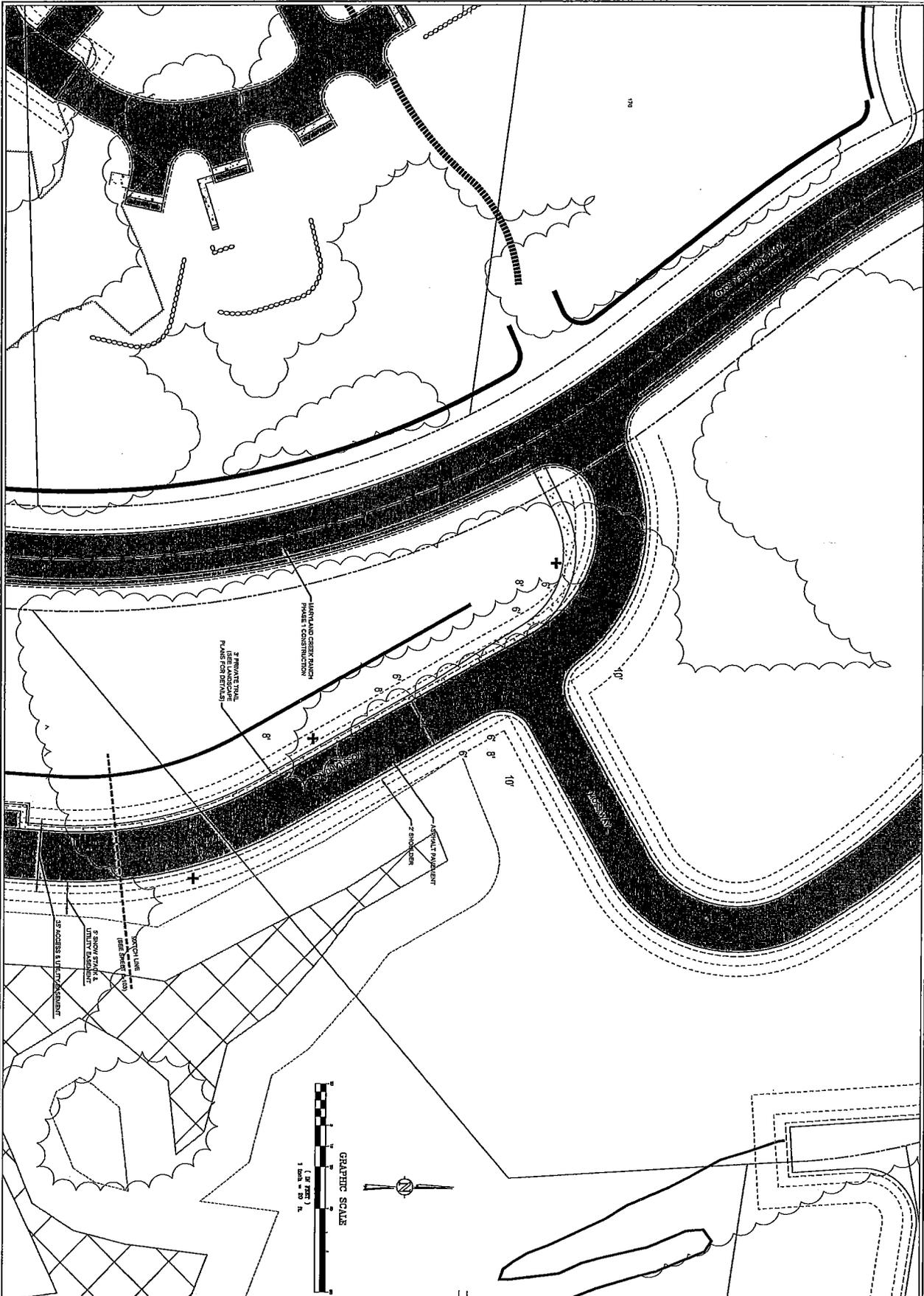
EXHIBITS:

Exhibit A: 8.5”x11” Final Site Plans, Landscaping Plans, and Architectural Elevations

Exhibit B: Referral comments

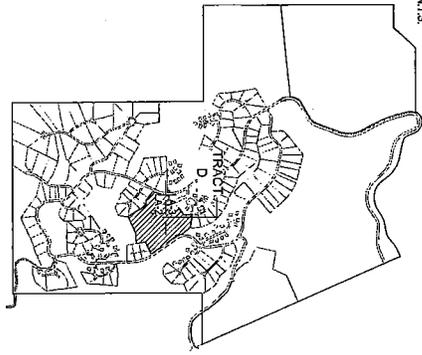
ATTACHMENTS:

Final Site Plan Application Binder for Tract D, SMCR – Filing No. 1



 <p>TETRA TECH 100 N. 10th Street, Suite 100 Denver, CO 80202 Tel: 303.733.1000 Fax: 303.733.1001</p>	 <p>MARYLAND CREEK RANCH</p>	<p>TRACT D, ASPEN HOUSE FINAL PLAN SUBMITTAL</p> <p>SITE PLAN</p>	<p>Revisions: 2/19/16 10% DESIGN DEVELOPMENT 4/15/16 FIRE ACCESS REVISION 5/4/16 FINAL SITE PLAN SUBMITTAL</p>	<p>DATE: May 4, 2016 PROJECT NO: 1323231714002 DRAWN BY: CAM CHECKED BY: SWP</p>	<p>SHEET: C-102 OF</p>
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KEY MAP
NORTH
N.T.S.

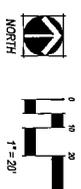
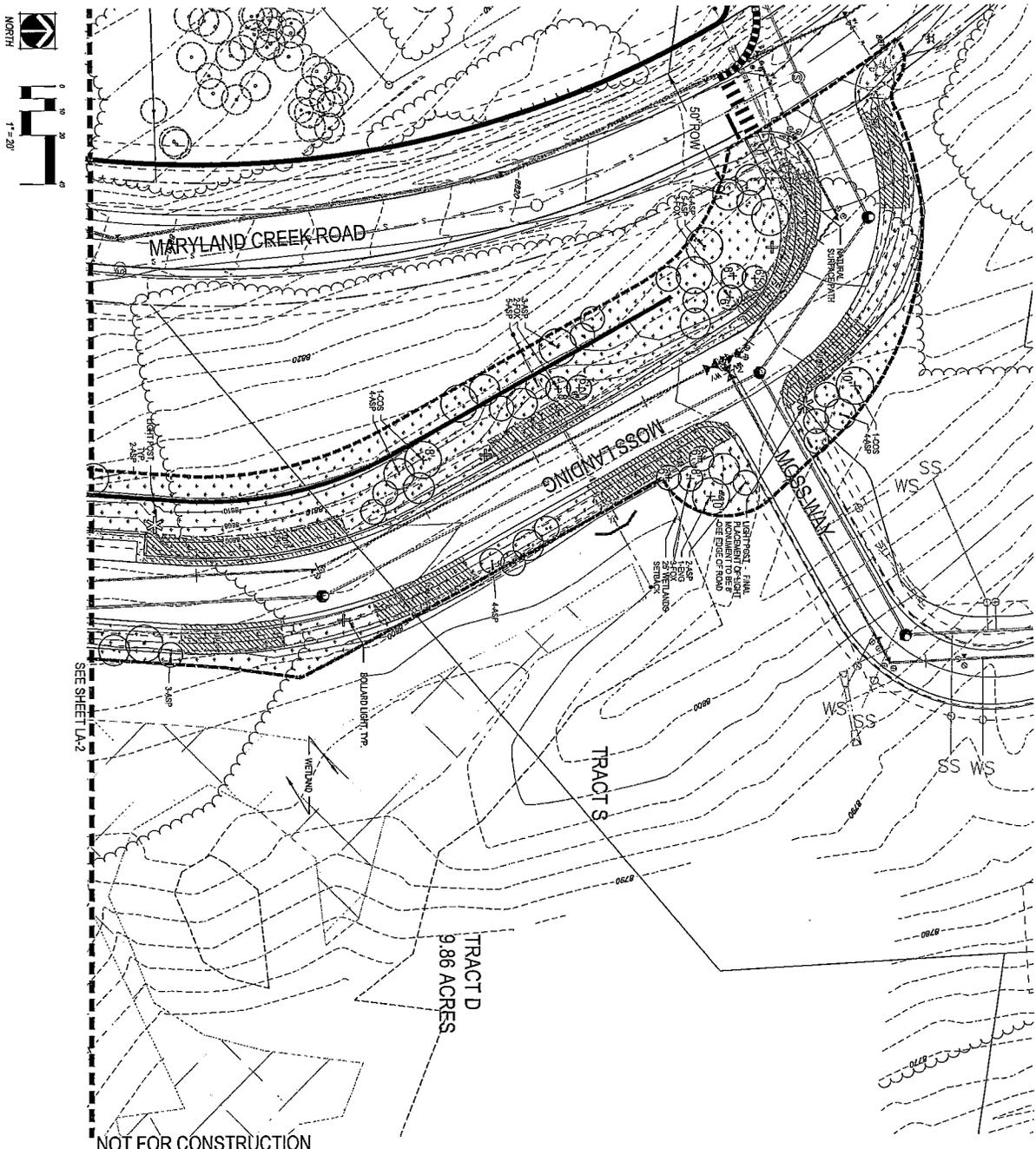


LANDSCAPE LEGEND

- EXISTING DECIDUOUS TREE
- EXISTING EVERGREEN TREE
- THESE TREES TO REMAIN
- ASPERN TREE
- EMERGENCY TREE
- ORNAMENTAL TREE
- PROPOSED SHRUB
- ORNAMENTAL BUSHES
- NEW TREES TO BE PLANTED
- NEW TREES TO BE PLANTED ON SLOPES
- PERENNIALS
- CONCRETE WALL FINISH
- SNOW STORAGE
- SOFT STORAGE
- SHADE CUT EDGE
- APPROXIMATE LIMIT
- GRASS
- LOT LINE
- RETAINING WALL

NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. ALL DIMENSIONS AND ANGLES SHALL BE INDICATED USING AN INCHES STEERING FROM 31. REFERENCE ENGINEER PLANS FOR EROSION CONTROL MEASURES SHALL BE USED ON DISTURBED SLOPES.
3. ALL DIMENSIONS AND ANGLES SHALL BE INDICATED USING AN INCHES STEERING FROM 31. REFERENCE ENGINEER PLANS FOR EROSION CONTROL MEASURES SHALL BE USED ON DISTURBED SLOPES.
4. ALL PLANTINGS SHALL BE IRRIGATED. ALL TREES AND SHRUBS TO BE IRRIGATED.
5. PLANT SYMBOLS ARE SHOWN AT APPROXIMATE MATURE SIZE.
6. PLANTING TO BE SHOWN AT APPROXIMATE MATURE SIZE.
7. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH TRAILERS AND EXISTING AND PROPOSED UTILITIES. NOTIFY ALL UTILITIES PRIOR TO PLANTING.
8. EXISTING TREES TO REMAIN SHALL BE PROTECTED. REFERENCE TREE AND SHRUB PROTECTION DETAIL ON SHEET LA-2.
9. EXISTING TREES TO REMAIN SHALL BE PROTECTED. REFERENCE TREE AND SHRUB PROTECTION DETAIL ON SHEET LA-2.
10. SEE SHEET LA-2 FOR DETAILS OF TREE STAKES.



DATE:	07/25/2018
DESIGN BY:	MT
PROJECT:	TRACT D - COMMUNITY CENTER
CLIENT:	WASH AND GREER
PROJECT ADDRESS:	550 ADAMS AVE SILVERTHORNE, CO 80132-2891
PROJECT NUMBER:	970-282-2891
SHEET TITLE:	LANDSCAPE PLAN
SHEET NUMBER:	LA-3

OWNER:
WASH AND GREER
WASH AND GREER LLC
PO BOX 1058
550 ADAMS AVE
SILVERTHORNE, CO
80132-2891

PRELIMINARY SITE PLAN SUBMITAL
TRACT D - COMMUNITY CENTER
SILVERTHORNE, COLORADO 80138

NORRIS DESIGN
NORRIS DESIGN LLC
PO Box 2208
Ft. Collins, CO 80501-2208
970-225-1882

CRANES ARCHITECTURE
 2100 E 17th Avenue
 Denver, Colorado 80202
 303.733.8800
 CRANESARCH.COM

SITE PLAN SUBMITTAL ASPEN HOUSE

SILVERTHORNE, COLORADO 80488

OWNER:
 EVERSTLAND
 HOLDINGS, LLC
 14000 W. 10th
 SILVERTHORNE, CO
 80488
 303.222.6991

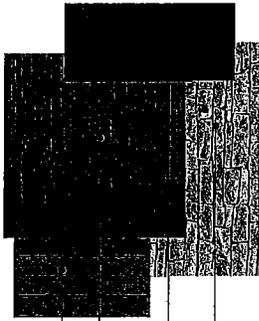
DATE:
 FINAL SUBMITTAL
 06/25/16

SHEET TITLE:
 TRACT D

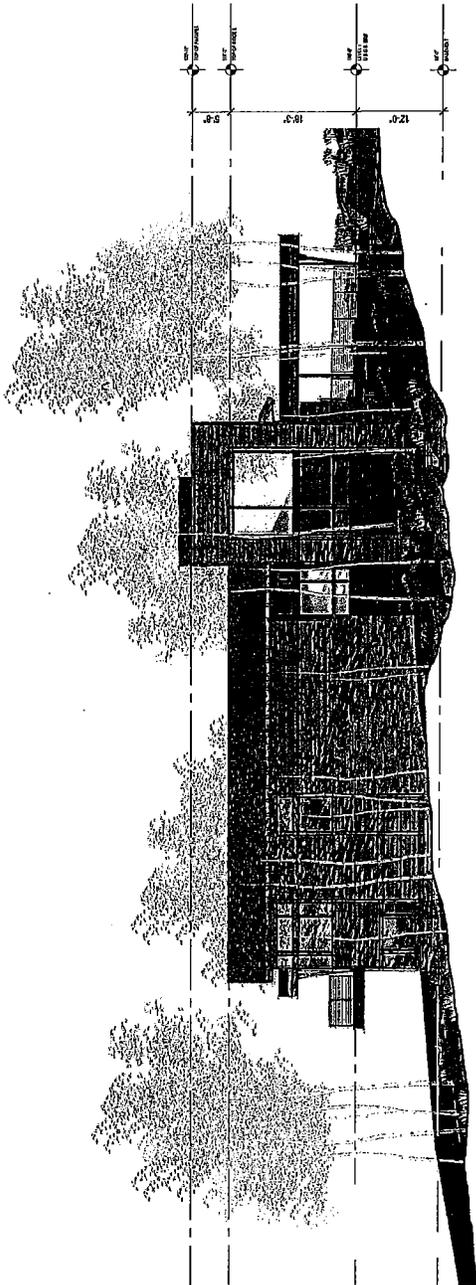
SHEET NUMBER:
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NOT FOR CONSTRUCTION

ASPEN HOUSE, COLOR PALETTE

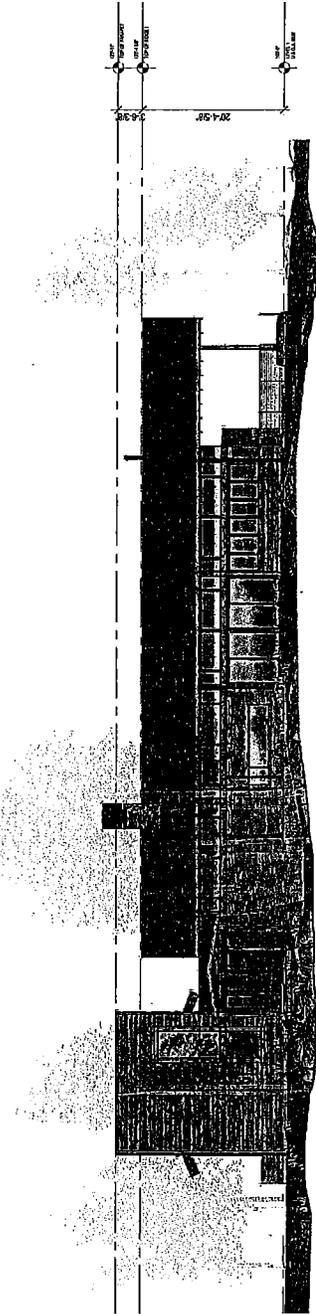


- STANDING SEAM METAL ROOF,
PREMIUM GREY
- HORIZONTAL SIDING, CEDAR SIDING,
CEDAR SHAKES, CEDAR SHAKES,
BENJAMIN MOORE
"PEAK STAIN" (C)
- ALUMINUM CLAD WINDOWS,
BRONZE
- GRANITE FILL,
STONE TONER



ASPEN HOUSE, NORTH ELEVATION

SCALE: 1/8" = 1'-0"



ASPEN HOUSE, WEST ELEVATION

SCALE: 1/8" = 1'-0"

ASPEN HOUSE, SOUTH ELEVATION

ASPEN HOUSE, EAST ELEVATION

ASPEN HOUSE, COLOR PALETTE

- STANDING SEAM METAL ROOF, PUMPKIN PIE
- HORIZONTAL SHIP LAP CEDAR SIDING, CLEAR TRIM AND FACIA, STAINED TO MATCH THE "TEAK" STAIN (S2)
- ALUMINUM CLAD WINDOWS, BRONZE
- GRANITE FULL STONE VENEER

NOT FOR CONSTRUCTION

SITE PLAN SUBMITTAL ASPEN HOUSE

2188 E 17th Avenue
Denver, Colorado 80206
720.477.2070
GRANDPRAIRIE.CO

OWNER:
KOSKIP AND
KOSKIP LLC
558 ADAMS AVE.
SILVERTHORNE, CO
970-283-5881

DATE: 03/20/2011
DRAWN BY: MT
CHECKED BY: JB, OA, MT

SHEET TITLE: TRACT D
SHEET NUMBER: 02



Lake Dillon Fire-Rescue

(970) 262-5100

PO Box 4428

Dillon, CO 80435

www.ldfr.org

Fire Prevention Division

Frisco Station #2

301 South 8th Avenue
Phone: 970-262-5201
Fax: 970-262-5250

Inspection Request Line:
970-262-5215

Administration Office

Station #10

401 Blue River Parkway
Phone: 970-262-5100
Fax: (970) 262-5150

Dillon Station #8

225 Lake Dillon Drive
Fax: 970- 262-5350

Keystone Station #11

22393 U.S. Hwy. 6
Fax: 970- 262-5450

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

June 17, 2016

Re: South Maryland Creek Ranch, Tract D, Aspen House Final Site Plan Review.

Dear Mr. Gennett,

Thank you for the opportunity to review and comment on the above project again. Issues outlined in my review dated March 8, 2016 still apply. See those fire department comments below:

1. The proposed fire hydrant location as shown now on Sheets C-107 and C-110 is acceptable to the fire department.
2. Bollard protection may be required around the new fire hydrant based on proximity to roadway. Field inspection required.
3. The new fire hydrant shall be installed, inspected, tested, and accepted by the water department of record, prior to the start of any combustible construction.
4. Based on the square footage of the building an approved fire sprinkler system is required for the building. Advise the developer/contractor to size the waterline into building to meet fire sprinkler and domestic water demands.
5. Proposed landscaping shall not obstruct fire hydrant access or other fire appurtenances.
6. Construction staging and parking shall not obstruct fire department access to all areas of this project.

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

Sincerely,

Steven Skulski
Assistant Chief/Fire Marshal
Lake Dillon Fire District

Unwavering
Dedication to
Serving Our
Community With
Integrity,
Compassion And
Professionalism



TO: Matt Gennett, AICP, Planning Manager
FROM: Zach Margolis, Silverthorne Utility Manager
DATE: June 9, 2016
SUBJ: Utility Department Comments, Maryland Creek Ranch, Tract D_Final Review

Following are comments related to the water and sanitary sewer service to the site.

DWG C-102/3: Include the word "Exclusive" in all water and/or sewer easements.

DWG C-107: 4" of insulation must be provided between the storm line and all water/sewer utilities. 3-sided insulation must be used around both sanitary lines at crossings. The storm inlet at Sta. 1+87.45 must not be located within 10ft. of the hydrant.

DWG C-110: Include the word "Exclusive" in all water and/or sewer easements. Extend easement to include hydrant. End 8-inch water main at hydrant. Plug (with thrust block) and tap end of pipe with 2-inch service line. Extend service to building as shown. Do not include a wye at the building.

DWG DR-1: DETAIL 6: Include depiction of 3-sided insulation. Side insulation may be 60 psi.

DWG LA-2: No trees are to be planted within 10 ft. of a water or sewer line (including service lines). Bushes and shrubs may be planted, but no trees.

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor Bruce Butler and Town Council
THRU: Ryan Hyland, Town Manager *RB*,
Joanne Cook, Recreation & Culture Director
FROM: Paul Kulik, Aquatics Coordinator
DATE: July 7, 2016
SUBJECT: Resolution 2016-20, a Resolution awarding the Pool Equipment Replacement Project to Aquatics Chemical Solutions

SUMMARY: After soliciting bids for a pump room equipment replacement for the pools at the Recreation Center, including direct contact with various firms and advertising in the local paper and on electric bid outlets, two total bids were received for the project. This resolution authorized the Town to award the project to the complete bidder, Aquatic Chemical Solutions in the amount of \$266,900 for the primary bid.

BACKGROUND: This project is the continuation of the upgrade of pool systems that began last year with the boiler replacement. This project will finish the initial upgrades to the pool area through circulation, chemical control, and filtration. This project will provide better control of pools by separating the lap pool and deep pool for temperature and chemical control. These systems have been controlled together for the last 20 years and have always posed challenges with water levels and chemical balance. We will continue by replacing and upgrading all filters, circulation pumps, chemical controllers, water level controls, and better temperature control. The alternate bid allows us to add ultraviolet sanitation (UV) to the all the pools. This will help eliminate the pool smell and lower chemical addition to the pools. These UV systems are becoming a new standard with new facilities around the country.

Two bids were received. One followed bidding instructions properly.

Aquatic Chemical Solutions	\$266,900	Alternate \$152,350
C.E.M. Sales and Service	\$207,496	Alternate \$88,951

Aquatic Chemical Solutions followed bidding instructions provided by Mike Flemming of OLC. Mike handled the bidding process and his firm provided the design of the pump room equipment replacement. CEM will be disqualified as they did not provide a complete bid. CEM does not have the mechanical or electrical included with their bid.

The subcontractors that will be used is Major Systems, Building Technologies, and CNR Electrical. These subcontractors will be installing the control systems for our boilers, additional mechanical, and the new electrical that will be needed.

FINANCIAL IMPLICATIONS The 2016 budget totals \$400,00for this project. The design fees for this project totaled \$10,560. If we award the bid to Aquatic Chemical Solutions in the amount of \$266,900, and approving the alternate bid to complete the

UV systems at \$152, 350 combined with what we have or will spend on design and project management (\$10,560), we will end up approximately \$29,810 over budget. Laura Kennedy, Finance Director, is aware of this overage and will be working through all the projects in the Recreation Center Asset Management Plan to find savings for the additional funds.

STAFF RECOMMENDATION: Staff recommends that Council authorize the Mayor to sign Resolution No. 2016-20, a Resolution authorizing the Town to contract with Aquatic Chemical Solutions for the Pool Equipment Replacement project in an amount not to exceed \$266,000 plus the alternate of \$152, 350.

PROPOSED MOTION: "I MOVE TO APPROVE RESOLUTION 2016-20, A RESOLUTION AUTHORIZING THE TOWN TO CONTRACT WITH AQUATIC CHEMICAL SOLUTIONS FOR THE POOL PUMP ROOM EQUIPEMTN PROJECT IN AN AMOUNT NOT TO EXCEED \$419,250."

TOWN OF SILVERTHORNE, COLORADO
Resolution No. 2016-20

A RESOLUTION Authorizing the award of a contract with Aquatic Chemical Solutions for Pool Pumproom Equipment Replacement at the Recreation Center in an amount not to exceed \$419,250.

WHEREAS the Town budgeted replacement of the Pool Equipment in 2016, and

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

WHEREAS the total cost of the purchase can be funded as noted in the memo dated July 7, 2016,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE THAT THE TOWN IS AUTHORIZED TO ENTER INTO A CONTRACT WITH AQUATIC CHEMICAL SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$419,250 AS OUTLINED IN THE STAFF MEMO DATED JULY 7, 2016.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO THIS 13TH DAY OF JULY, 2016.

Bruce Butler, Mayor

Attest: S

By _____
Michele Miller, Town Clerk

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**Economic Development Advisory Committee
MINUTES**

**Tuesday, July 5, 2016
Town Hall – 601 Center Circle**

DRAFT

1. Lunch – 11:45 a.m.

2. Call to Order – 12:05 noon

EDAC – Eddie O'Brien, Warren Buettner, Marc Hogan, Scott Wilson, Jayne Esser, Les Boeckel, Brian Edney
Council – Russ Camp
Staff – Ryan Hyland, Mark Leidal, Laura Kennedy, Susan Schulman
Guests – John St. John

3. Approval of Minutes from May 3, 2016

Eddie O'Brien made a motion to approve the minutes, Jayne Esser second. Motion approved by members present.

4. Sign Code Revision

Mark Leidal gave an update about the Sign Code Revision Project, which is being led by Senior Planner, Lina Lesmes and a sub-committee of EDAC members and Council. Following several internal meetings, public meetings to include the business community and citizens will take place. The Town does not want to take things away, rather comply with Town code. Additionally, the Supreme Court has ruled that municipalities can't regulate sign content, which needs to be considered. Public Meetings will start in Fall 2016. Les Boeckel commended Lina for a great job on leading this project.

5. Town Council Goal Setting Meeting Summary

Ryan Hyland updated EDAC on the annual Town Council Goal Setting retreat which took place in June this year. Affordable housing was a focus of the meeting, with discussions about 5A funds, Summit County's Lake Hill project with 400 units, and the School District's 10 acres at the old Silverthorne Elementary School site. On the July 13 Council Agenda is considering a resolution to the Summit Combined Housing Authority Intergovernmental Agreement which will allow the authority to request voter consideration of an increased sales tax (0.6%) for 10 years.

The housing discussion segued into Eddie O'Brien and Marc Hogan encouraging Town Council to take legislative action to oppose the construction defect law which could hinder mixed use and residential development in the Town Core. Ryan Hyland noted that he would raise the issue again at an upcoming work session.

In addition, a land exchange with the lake Dillon Fire District was discussed during the Council Goal Setting retreat.

6. Town Core Design Project Review

Ryan Hyland and Mark Leidal reviewed the presentation given by the CU Boulder

design class in May, which was attended by several EDAC members. While this presentation was excellent, Ryan and Mark will tweak before using as a marketing tool for the Town/RFPs. Of interest was that from the CU student's perspective, slowing down traffic on Highway 9 was a key component to their project. The Town does have CDOT attending an upcoming Work Session, and also intends to hire a traffic consultant who has strong ties to CDOT region 3 (the region in which Silverthorne is located.)

Eddie O'Brien commended Mark for establishing a strong tie with CU Boulder.

7. EDAC Updates

Per EDAC request, Ryan will work on EDAC's desire to have a Planning Commissioner and SPORT Committee Member attend EDAC meetings. Ryan discussed this with Town Attorney, Matt Mire, and determined that the EDAC Bylaws will informally allow such participation, but that potential conflict of interest should be kept in mind.

Les Boeckel asked about inviting an XCEL representative to an EDAC meeting. Susan Schulman will invite area representative Kelly Flenniken to attend. Xcel will also attend an upcoming Council meeting. Mark Leidal suggested that Silverthorne participate in the Economic Development Council of Colorado (EDCC) that Xcel participates with.

8. Staff Updates

Ryan invited EDAC to attend any of the upcoming Work Sessions which start at 5:30 p.m. in the Schmidt Room. July 26 the Town's Public Relations firm, Betty Ashley, will present. The Board of County Commissioners will have a joint meeting with Council on August 9. And CDOT will attend the September 13 meeting.

Mark Leidal updated the following projects:

Robinson Dairy – under contract; zoned for housing.

SMCR – 40+ houses pre sold. Clubhouse site plan forwarded to Council for approval by Planning Commission.

River's Edge Condos – Only 4 units left. Easement granted by Steve Craig/Outlets to accommodate a wider sidewalk for pedestrians.

Blue River Flats – Preliminary Site Plan approved by Planning Commission and Town Council.

Solar Demo Garden – Successful Open House June 25 with good attendance and media coverage. Still need to remedy the glare into Eagle's Nest home.

Laura Kennedy reported on April sales tax which was down at the Outlets in April possibly due to the strong dollar and fewer foreign visitors; however, the Outlet's reported some record breaking days during the July 4th weekend. Eddie noted that lodging and building taxes are up and Brian Edney noted that Auto revenues are up due to Silverthorne becoming more competitive with the front range.

9. Adjourn – 1:25 p.m.

10. Next Regular EDAC Meeting: September 6, 2016



DRAFT

**TOWN OF SILVERTHORNE
PLANNING COMMISSION MEETING MINUTES
JULY 5, 2016 – 6:00 P.M.**

1. CALL TO ORDER – The meeting was called to order at 6:00 p.m., July 5, 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: Susan Byers, Donna Pacetti, Jen Stachelski, Mike Bohlender, Tim Nolan, Brian Wray and Jess Nelsen. Glen Anderson and Jenny Gloudemans were absent. Staff attending tonight's meeting included: Matt Gennett, Planning Manager, and Melody Hillis, Planning Commission Secretary.

3. CONSENT CALENDAR – Tim Nolan made a motion to approve the June 14, 2016, Planning Commission minutes. Donna Pacetti seconded. The motion was approved by a vote of seven to zero (7-0). Glen Anderson and Jenny Gloudemans were absent.

4. CITIZEN COMMENTS:
None.

5. ACTION ITEM:

A. Final Site Plan, South Maryland Creek Ranch – Filing No. 1, Tract D / 28585 State Highway 9. Matt Gennett, Planning Manager presented the project. The Applicant, Tom Everist, South Maryland Creek Ranch, LLC, is requesting Final Site Plan approval for an 8,268 square foot private amenities center, named the 'Aspen House', on Tract D.

COMMISSIONER QUESTIONS:

Donna Pacetti - Who will be responsible for maintaining Moss Landing Road?
Matt Gennett - If a road is a public road then the Town will maintain those. Moss Landing is a private road, so it will be maintained by South Maryland Creek Ranch's HOA.
Jen Stachelski - Under lighting, it states that the lighting plan is in the reduced set of plans in the packet, I cannot find it.
Matt Gennett - Should've been in the binder provided by the Applicant. Are there specific questions about the lighting plan?
Jen Stachelski - Just that the final cut sheet for the fixture type and lights will be due at final submittal.
Matt Gennett - Have that information on the full sized plans, but Staff will also require that information be submitted at the building permit submittal to be checked.
Mike Bohlender - Provisions for overflow parking for heavy use at any point in time? No regulations against that.
Matt Gennett - Since it is a private access, they will be able to park along the roadway. The HOA will notify the Town via a parking or special event permits.

APPLICANT COMMENTS:

- Joanna Hopkins - Representing the Applicant, South Maryland Creek Ranch. Gave the history of the project, particulars about the site, amenities provided, architecture, etc. Addressed the overflow and event parking. Requested approval.
- Donna Pacetti - Regarding the letter from Lake Dillon Fire Rescue, they have a comment regarding a new fire hydrant shall be installed, inspected, tested and accepted by the Water Department, just want to make sure the Applicant doesn't have a problem with that.
- Joanna Hopkins - No, that is part of the Phase 1 plat, the Moss Landing Road and part of our infrastructure and utilities, which has been platted and approved. The fire hydrant is in the process of being installed.
- Steve Lunney - Expect it to be done in the next three weeks. Can't start building until the fire hydrant is installed.
- Jen Stachelski - The size of the water line that is noted which is based on the square footage of the building and that a fire sprinkler system is required is stated in the letter, will the Applicant be able to accommodate that?
- Steve Lunney - Yes. That has all been review with the Town of Silverthorne Utilities Manager.
- Jen Stachelski - Keep seeing the pedestrian access by soft surface paths, and talking about people walking up to the clubhouse for events. Is there any type of sidewalks planned or just the soft surface paths?
- Joanna Hopkins - Have a combination of pedestrian circulation community wide, Maryland Creek Road has a dedicated three-foot pedestrian lane, rather than a sidewalk, which we'd have a problem plowing and maintaining. The pedestrian neighborhoods are working well in places such as Summit Cove, Dillon Valley, etc. The loop road can connect anyone to the Aspen House. Our goal is to keep the area natural.
- Eleana Scott - Norris Design. There is a sidewalk along the parking on the south side of Maryland Creek Road which connects the building to the accessible path. Primarily looking at soft surface paths feeding into the Aspen House, which does have some concrete sidewalks.
- Joanna Hopkins - The traffic circle is meant to be a drop off point.
- Brian Wray - To clarify the access, I envision homeowners taking shortcuts and creating social paths to a certain degree. Has the Applicant taken into account access from certain points?
- Joanna Hopkins - Yes. The reason behind our extensive trail network, is to prevent people from creating social trails. Explained the trail segments and access points.
- Brian Wray - So there are little connection trails then?
- Joanna Hopkins - Yes. As other phases are brought in protecting the alignment of paths. Trying to make the best alignment so that people will enjoy using them, not too steep or rough, want them to be enjoyable so that people will use them as intended.
- Eleana Scott - There are a few more trails that aren't shown on the plan before you tonight, there will be more trail connections made and planned. The trail system is continuing to be refined as the project progresses.
- Brian Wray - That is all on the open space and not on the private property, the common area.
- Eleana Scott - Correct.

PUBLIC COMMENT OPENED:

None.

PUBLIC COMMENT CLOSED

COMMISSIONER COMMENTS:

- Donna Pacetti - Love it. All the glass and how everything is so natural around it is going to benefit the homes that have already been sold. The fact that the clubhouse is being built now vs. after people are in their homes for a while, love it.

- Tim Nolan - With all of the glass and the heated pool and hot tub, etc. Any consideration or concern for energy efficiency?
- Steve Lunney - This project is in compliance with the 2012 International Energy Conservation Code as adopted by the Town of Silverthorne, the study has shown that this project is 95% efficient. This includes the lighting and heating system.
- Jess Nelsen - Like the trail system and the Applicant's approach to building each one, well thought out.
- Mike Bohlender - Like it.
- Susan Byers - Like it, think it's great.

DONNA PACETTI MADE A MOTION TO APPROVE THE FINAL SITE PLAN FOR TRACT D, SOUTH MARYLAND CREEK RANCH – FILING NO. 1.

SUSAN BYERS SECONDED.

MOTION PASSES BY A VOTE OF SEVEN TO ZERO (7-0). GLEN ANDERSON AND JENNY GLOUDEMANS WERE ABSENT.

6. OTHER ITEMS:

Matt Gennett asked the Planning Commission if there were any items that they would like to discuss.

- Donna Pacetti - Wondering if the Town is going to do rentals at North Pond Park, such as stand up paddle boards, ice skates. Matt Gennett the SPORT Committee has brought that up as a goal. The introduction of the sand and creating a beach type area, that may be the catalyst, may need to have a rental facility there, but it is still in the early stages.
- Donna Pacetti - Noticed along Highway 9, that there are several for sale signs along the east side where Blue River Flats is proposed to be developed. Asked Matt Gennett if he could provide any information. Matt Gennett stated that he doesn't have any information in particular relating to those properties. Do know that houses that are in the Blue River Flats development area have been vacated. Not sure there are any other plans for the other properties that have for sale signs. No one has come to the Town with any proposals for development.
- Donna Pacetti - The Old Dillon Inn, if there is any sort of movement on that property? Matt Gennett stated that there is no real movement, there have a people interested in that block and that property in particular. Have been a couple of conceptual sketches, no real action or sales on that property.
- Jen Stachelski - What happened to the Pho Noodle restaurant? Matt Gennett: Don't really know, just found out today that it was closed. Jess Nelsen stated that she had called there and was told that it was closed permanently. Matt Gennett stated that some people come in to the Community Development Department on July 1st to inquire about painting it and possibly a Mexican restaurant opening there.
- Jen Stachelski - Any information on the little building located next to Alpine Paint. Matt Gennett: Have heard that a dance studio wants to occupy that spot.
- Susan Byers - Has Panera Bread come back, is the Town entertaining them at all? Matt Gennett: Have not heard back from Panera Bread.
- Donna Pacetti - What is happening at the previous Old Chicago restaurant. Matt Gennett: Currently the owner of LaQuinta has obtained a liquor license in order to host events at the motel.
- Tim Nolan - The items that were discussed during the South Maryland Creek Ranch presentation made me think about where the Town is going in the future. Staff mentioned the dark sky requirements, 2014 was our last planning guidance update. That is a periodic update and how do items get put into the Comprehensive Plan? Matt Gennett: The Town tries to update it every three

to five years. The next effort will be coming up soon, probably 2017 and it is a collaborative effort. The Town hosts community open houses for public input, the Planning Commission has quite a bit of input into it as well. The Comprehensive Plan is not policy; it is more goal oriented.

7. ADJOURNMENT:

DONNA PACETTI MADE A MOTION TO ADJOURN AT 6:45 P.M.

JESS NELSON SECONDED.

MOTION PASSES BY A VOTE OF SEVEN TO ZERO (7-0). GLEN ANDERSON AND JENNY GLOUDEMANS WERE ABSENT.

Submitted for approval by:

Approved this 19TH Day of July, 2016.

Melody Hillis, Planning Commission Secretary

Brian Wray, Planning Commission Chairman

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

MINUTES OF SPORT COMMITTEE
June 16, 2016

I. PROCEDURES

1. Call to Order: Don Hansen opened the meeting at 5:59pm.
2. Approval of Agenda/ Roll Call: Tyler Bunnelle, Tom Dopplick, Frank Gutmann, Bob Kieber, Don Langmuir, Bob Mayerle, JoAnne Nadalin, Mary Kay Rachwalski, Marilyn Raymond, Kathy Swanson, John Taylor, Pat Taylor
Staff: Liz Hodson, Susan Lee
Absent
Guests: Marie Orlin
3. Approval of Minutes: Motion to approve, John Taylor, second; Kathy Swanson
4. Public Comment:

II. DISCUSSION ITEMS

1. Updates from 2016 Goals Action list
 - a. Osprey Walk - scheduled for Tuesday, August 2, 2016 – Kathy S/Bob M
-Kathy confirmed there will be a scavenger hunt “walk.” The hunt will begin at 5:30 and the bird presentation will begin at 6:00. Bill Linfield will provide some of his Osprey photos for display at the information booth. Bob has redesigned the passport to include more information including National Migratory Day.
 - b. Bicycle Friendly Community – Don H
 - i. Volunteers needed for events
Bike Rodeo Recap – “Fantastic,” Don H. “Good time was had by all,” JoAnne N. There was consensus from the volunteers that there was a need for smaller bikes and those with training wheels as well. Marilyn suggested a “thank you” should be sent to MSO.
Bike Burgers, Beer and Bingo Volunteers at the Pavilion – Don H. is arranging volunteers in 2 shifts 4:30-5:30 and 5:30-6:30pm
John Taylor says “Thank You” to Tyler for his efforts to coordinate the work on the bike rack.
 - c. Arctic Placer – Bid Award – Susan L
-Bid opened Tuesday and what was received was higher than what is budgeted. Susan felt the higher bids came from a very busy bidding climate for contractors. She suggested the committee look at possible value engineering of the design and rebidding this winter for construction next summer, 2017.
 - d. Rainbow Park West Entrance Design – Kick off June 23
1st public meeting is set for the Summer Evening of Fun in Rainbow on the 23rd of June. If anyone is available to volunteer, please be there by 5:30pm.
 - e. Salt Lick Trails – Town Partnership on National Trails day, June 4.
Email from John Taylor: Saturday was the kick off the 2016 trail work season. The event was sponsored by FDRD, with FENW, Summit Mountain Biking, Buffalo Mtn. Metro District and Silverthorne SPORT Committee, as well as a number of forest service personnel in attendance. Turnout was

approx. 40 somewhat below expectations considering SDN article that was published. Short speeches were made by reps. from all groups including myself. Don Hansen was also in attendance.

Most will recall Don Langmuir's bringing up the Salt Lick mountain biking opportunity and the "steep mountain challenge with the forest service" it presented. As many of you will recall we have approached the F. S. on a number of occasions to get this venue in the system. Susan Lee took a number of SPORT committee members to review the trail system with a primary focus on the "historic" Salt Lick Trail that is not recognized as a system trail due to the fact the upper loop is in the Wilderness. This has been an issue for the 25 years that I have lived here. In fact, no one knew where the wilderness boundary was.

So leading up to Saturday:

- The real boundary as reflected on maps has been established
- The new boundary was signed and buck and rail fencing has been put up at both portals to the loop that goes into the wilderness

The basics, after a number of meetings of trying to get this project past deaf ears is moving. What is now missing?

We need to press the F.S. and get a new connection trail outside of the wilderness to remove the ongoing issue of bike intrusion into the wilderness and make this "backbone" trail a reality.

NEPA may be necessary, especially, since it does cross a small section of wetlands. (Far less where the boundary is now located further up the drainage than before.) However, none of this over one-mile social trail has ever been evaluated.)

Susan has set up a meeting for us to review the Arctic Placer Park trail to Mesa Cortina with Bill Jackson, District Ranger this month that presents a wonderful networking opportunity going forward.

In closing, it appears our contacts did not fall on totally deaf ears, it was a good day and a lot was accomplished as presented above as well as the metro district installed a number of trail signs, a new trail connection was cut and other trail improvements were also implemented.

I think the opportunity is there to make a real difference.

- f. Town Core Sidewalk Network – Update from Public Works -No update.
- g. Willow Grove - Enforcement issues, site visit, stocking – Susan L. Code Enforcement Officer Greg Roy placed stickers on boats that were illegally beached. He returned a week later and all were removed. Susan will arrange a joint site visit with SPORT and CDLT. Frank asked that the borders be rechecked. One owner asked about stocking the pond. Susan

will check CDLT to see if it is allowed, and with Jon Ewert to see if it is a possibility.

- h. Open Space Land Acquisition – Update - John Taylor – see below
- i. Blue River Trail Updates – Susan L
Moving forward with DHM looking for alternative alignment for segment 6.
A new lawsuit has been brought forward for easement violations on Segment 5 of the BRT, the Town attorney is looking into it.

2. OSAC Update – John T

There are 3 properties available that tie in to the Silverthorne loop trail. West side hook up with Bashore property and open space (Mesa & Wilderrest).

3. Selection of New SPORT Member for Town Council Approval

Both new candidates Tyler Bunnelle and Suzanne Reed were approved, as well as, Frank Gutmann as Ex-Officio member.

III: ANNOUNCEMENTS

1. Upcoming meeting dates:

- a. Wednesday, June 22, 2016, Bike to Work Day, and Bikes, Burgers, Beer, and a Band at the Silverthorne Pavilion 5:00pm
- b. Thursday, June 23, 2016, Rainbow park West Entrance Redesign Kickoff at Summer Evening of Family Fun, 5:30pm
- c. Town Council Meeting – June 22, 2016 (Arctic Placer Bid Award)
- d. Thursday, July 14, 2016, Rainbow Park West Entrance Redesign - Concept Design Presentation and Ice Cream Social at Rainbow Park 5-7:00pm
- e. Next SPORT meeting July 21, 2016
- f. Joint Town Council – SPORT Worksession, Tuesday, August 23, 2016

2. Staff and Member Comments

-Susan asked if the SPORT Committee would be available to begin future meetings at 5:30pm. Marilyn made a motion to begin future SPORT meetings at 5:30pm instead of 6:00pm. Don H second. All in favor. New meeting time will begin in July.

V: ADJOURNMENT

Motion to adjourn at 7:25pm Bob Mayerle, second Pat Taylor

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