

**SILVERTHORNE TOWN COUNCIL MEETING  
AGENDA FOR AUGUST 24, 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**
  - A. Town Council Meeting Minutes, August 10, 2016..... 7
  - B. Resolution 2016-23; a Resolution of the Silverthorne Town Council Approving a License Agreement with Summit School District RE-1 for the Location of Little Libraries on Town Property ..... 11
- VII. PUBLIC PRESENTATIONS\***
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- VIII. LIQUOR BOARD**
  - A. Kum & Go #907 – Renewal of 3.2% Beer Liquor License ..... 28
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- IX. PUBLIC HEARINGS**
  - A. Repsher Variance – 542 Polar Court, Lot 9R, Block 3, Arctic Placer Subdivision #1..... 33
- X. ACTION ITEMS**
  - A. Resolution 2016-24; a Resolution of the Silverthorne Town Council Approving an Inter-Governmental Agreement with Summit County, Colorado, Regarding Joint for Acquisition of Open Space..... 41
- XI. DISCUSSION ITEMS**
- XII. INFORMATIONAL**
  - A. June 2016 Sales Tax Review..... 51
- XIII. ADJOURNMENT**

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

**COUNCIL WORK SESSION:** AUGUST 23, 2016 – 5:30 P.M.  
**TOPIC:** JOINT MEETING WITH SPORT COMMITTEE FOR POST PLAN UPDATE

**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.*

SEPTEMBER 13                      HWY 9 CDOT TOWN CORE & CODE  
ENFORCEMENT UPDATES

SEPTEMBER 27                      WORKFORCE HOUSING

OCTOBER 11                        OPEN

OCTOBER 25                        OPEN

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

# August 2016

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

# September 2016

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

# 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					

# November 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	1 EDAC Meeting	2	3	4	5
		8 Planning Commission				
6	7		9	10	11	12
		15 Work Session	Council Meeting		Payroll	
13	14		16 Court	17	18	19
				SPORT Meeting		
20	21	22	23	24 Rec Center Closed	25 Payroll	26
			No School	TOS Holiday—Thanksgiving		
27	28	29	30			

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager  
**FROM:** Susan Schulman, Executive Assistant to the Town Manager *SS*  
**DATE:** August 18, 2016 for Meeting of August 24, 2016  
**SUBJECT:** Staff Comments

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Attached please find the Staff Comments and Updates for the August 24, 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 – August 18, 2016**

**Administration** – The All-Employee BBQ (August 10<sup>th</sup>) was a success despite a little rain. A new employee-to-employee recognition program was introduced and will be called the Silverthorne Shout Out. Congratulations to Ryan Hyland on his submission which was voted in by a landslide.

The County Non-Profit Grant Program closed on Monday, August 15 at noon. This year Silverthorne received requests for \$100,650 from 32 local Non-Profit organizations. In addition, there were 19 uses of the Pavilion from 17 groups, 2 requests for use of fields from 2 groups, and 1 use of the Rec Center. Town Council typically has \$40,000 allocated to this program for 2017. The Council Non-Profit Grant Committee of Russ Camp, Derrick Fowler and Tanya Shattuck will meet in September to review the requests, which get all-Council approval during the budgeting season in October.

The Town will be hosting the Colorado Municipal League District meeting on September 12 at the Silverthorne Pavilion. Mayor Bruce Butler is the District Chairman.

Sauce on the Blue invited Town of Silverthorne Council and staff to the soft opening of their restaurant on August 18<sup>th</sup> at 6pm. Summit County TV and the Summit Daily News were invited to cover the event, as well as EDAC members. Sauce on the Blue was a recipient of a 2016 Business Grant.

**Finance** – The financing of the Performing Arts Center closed without any issues. \$4.5 million was wired to the Town on August 16<sup>th</sup> for use in the construction of the PAC. The first payment will be due June 1, 2017 for \$273,400. Annual debt payments will average \$500k/year through December 2026.

Budget process update: the Finance Director is compiling revenue and expense data for the 2017/2018 budget as well as adjustments to the 2016 budget. Meetings with the Town Manager, directors, and managers will commence the week of August 29<sup>th</sup>.

**Human Resources** – Compensation market study results were distributed to Directors to review and make recommendations regarding pay ranges.

Assisting with the PD Sgt. Promotion process and PD HR/EE-related policy updates.

Organized work station ergonomic evaluations with Pinnacol Assurance for 15 employees on August 18. The majority of the evaluations were for the new stand-up desks.

Timeclock project kickoff meeting scheduled for August 23<sup>rd</sup>.

HR Manager hiring process will start this month.

## Public Safety – August 18, 2016

**The Sad State of Mental Affairs** – Usually in these narratives I attempt to interject a little humor and levity, however, when it comes to the sad state of mental health issues there is no humor, and frankly it is often heartbreaking and sometimes tragic.

On the morning of August 9<sup>th</sup>, 2016, a gentleman came to the Silverthorne Police Department to report a crime. We asked the standard questions to learn some basic facts such as jurisdiction, and the type of crime committed. We learned the crime was on-going, and that he was the victim of mind control which can often occur through computer usage. The gentleman further elaborated that he hears voices and that his mother has been cloned and she is attempting to control him as well. Things got really interesting when he offered to cut open his head and show us the wires inside his brain. Fortunately, an Officer managed to gently coax this gentleman into the backseat of one of our patrol cars and we took him to the emergency room in Frisco. Hopefully, this young man will start to get the much needed help he deserves and needs.

**Road Rage.....Drive Through Style** – August 9<sup>th</sup> was starting out to be one of those interesting days, when all of a sudden a dissatisfied customer at the Wendy's drive through window got a little heated. Gentleman #1 was driving a large Dodge pickup truck, and when his order came it was missing items including a much needed straw and some ketchup. Instead of resolving this problem at the window he parked his truck blocking the drive through lane and went inside Wendy's to resolve his issues. Along comes gentleman #2, who was parked behind Gentlemen #1 and now blocked in the drive through lane.

#2 begins to honk his horn excessively, #1 who by now has resolved his problem exits Wendy's and gets involved in a heated word exchange with #2. #1 decides that the mature thing to do is throw ketchup all over #2's vehicle. Well this is where things get really sporty; #2 exited his vehicle and allegedly punched the window of gentlemen #1's nice Dodge pickup truck. Gentleman #2 further accused gentleman #1 of hitting him with the mirror of his pickup truck while he was trying to drive away. #2 follows #1 and calls the cops. We stop both parties and have a nice little chat. After a little roadside mediation and counselling session (provided free of charge by Silverthorne PD), both lads were released with what can best be described as a robust verbal warning.

**Community Feedback** – We have received some speeding complaints in the Angler Mountain Subdivision. We will be conducting a speed survey to see if these complaints have merit, or if this is more of a speed perception issue. I prefer to have data and make evidence based decisions. If it is perception issue, then it is incumbent on us to educate the community.

Numerous citizens continue to thank us for our service to the community. Never a day goes by when a random citizen approaches us just to say thank you! Rather refreshing given some of the news lately.

**Staffing** – Officer Jambor continues in his Field Training and is making exceptional progress. Unfortunately, Officer Jeff Cox has resigned his position with the Silverthorne Police Department and we wish him all the best in his future endeavors. Officer Rachel Dunaway will be starting with the Silverthorne Police Department on September 7<sup>th</sup>. Rachel brings a wealth of experience and knowledge and we are excited to have her join our team. The Sergeant selection

process is scheduled for August 26<sup>th</sup> with have three exceptional internal candidates competing.

**Other Item** – As you know a Request for Proposal (RFP) was released on July 8<sup>th</sup> requesting a bid for conducting a Law Enforcement Organizational Assessment and Long Range Staffing Needs Analysis. Seven organizations responded, and four organizations were interviewed. We are in tentative negotiations with one of those organizations. As always, we will keep you informed as this process moves forward.

### **Public Works Department – August 5, 2016**

**Streets Projects** – Milling and overlay work was completed last week on Stephens Way and River Road. Chip Seal work was completed on Golden Eagle Road this week, as well as Adams Avenue behind ReStore. Additional streets to be chipped include Beaver Valley (partially completed, Contractor ran short of material) and Adams near the CDOT yard below the dam. All streets receiving chips will also receive a fog seal, a final top coat, in black.

**Rec Path** – Patching and crack-filling is taking place this week near the elementary school. Vegetation management along Blue River Trail is occurring now as we trim back vegetation that is overhanging sections of the path.

**Facilities** – Wood floor treatments will take place next week at the Recreation Center during shutdown. Cottonwood Shop design work continues in anticipation of construction commencing in 2017. As design work progresses Council will have several opportunities to see the plans and site plan.

**Meetings** – I will be attending the Summit Stage Board meeting and the Clinton Reservoir Board meeting next week. We have a Joint Sewer Authority meeting next week.

### **Community Development Department – August 18, 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. Staff is working on several options for acquiring the necessary easements.

**Summit Sky Ranch (aka South Maryland Creek Ranch)** – Installation of horizontal infrastructure continues. Single family homes are also under construction. Groundbreaking for the Aspen House and the sewer lift station has occurred.

**Lake Dillon Theatre Company (LDTC)** – The Silverthorne Performing Arts Center (SPAC) is currently 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 Bill Linfield attended the second 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.

**Lake Dillon Fire District (LDFD)** – We currently have a signed MOU with the Fire District to explore the possibility.

**Rainbow Park Entry Redesign** – Public Meetings have been held as the SPORT Committee works on the plans for the design for the Rainbow Park Entrance.

**Sign Code Update** – Lina Lesmes has been hosting a Sign Code Update Committee to explore the various aspects of this important update. EDAC and the Planning Commission will discuss this update on September 6. Public meetings will be held to solicit resident and business community input.

**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):

- Silver Trout – Final Site Plan
- Verizon Cell Tower – Three Peaks – Site Plan Modification
- McDonalds – Preliminary Site Plan
- South Maryland Creek Ranch Phase II – Final Plat
- Blue River Flats – Final Site Plan and Minor Subdivision
- Repsher Variance Request

## **Recreation and Culture – August 18, 2016**

The Art Wall was installed this week with final touches being made in preparation for the public Artist Reception, which will be held on Wednesday, August 24<sup>th</sup> from 5:00-6:00 p.m. at the Art Wall site. Completing the project was certainly a team effort, but big kudos to Paul Kulik, Aquatics Coordinator, for managing many details of the project. The Art Board provided good direction on the project and SignTech delivered professional graphic design services and a beautiful final product. Already, the project has received recognition with a front page photo in the Summit Daily News today and we are expecting an article in the paper on Friday, August 19<sup>th</sup>. The project includes copy of Silverthorne's branding narrative, a brief description of the Performing Arts Center project, an introduction to an art gallery that showcases 24 Summit County artists, five interactive game panels, and a photo backdrop that formal parties at the Pavilion are anticipated to use. This is the second temporary and interactive community art project that the Town has created in the past year. The first project was a replication of Candy Chang's *Before I Die* interactive chalkboard that was rotated between five Silverthorne locations in fall 2015.

The Silverthorne Recreation Center is hosting dance practice in the aerobics room for the upcoming Dancing with the Mountain Stars event on October 1st. Jess Bellflower, a local dance instructor, is coaching interim Summit County Sheriff, Jaime FitzSimons for the Dancing with the Mountain Stars event. Ms. Bellflower is also working with local Olympic Athlete, Amy Purdy, who will be featured at the opening ceremonies in Rio for the Paralympics. In addition to these exciting VIP lessons, Ms. Bellflower has also recently opened a dance

studio, named Studio B, next to Alpine Paint in Silverthorne.

The Town recently hosted a portion of the Putterhead Volleyball Tournament games at Rainbow Park's sand volleyball courts. The courts were bustling from local and out of town players who were competing in the multi-day event. Although the tournament was based out of Breckenridge, many of the photographs featured in the Summit Daily News were of Silverthorne. We can only assume it's because our courts are surrounded by stunning views, like no other courts in the County.

Summer programming is nearly complete at the Recreation Center as staff prepares for our annual shutdown to perform annual maintenance. Notices have been posted to outline the closures for hard wood floor refinishing and work in the aquatics area.

Registration for fall programming at the Recreation Center has begun. Many classes are full, but many still have room for you... so stop by soon to register!

### **Upcoming Pavilion Events**

Aug 18	Yoga
	Rehearsal Dinner
Aug 19	Wedding
Aug 20	Wedding
Aug 21	Wedding
Aug 23	Farmers Market
Aug 26	Wedding
Aug 27	Wedding
Aug 28	Wedding
Aug 30	Farmers Market
Sep 1	Yoga
Sep 2	Wedding
Sep 3	Wedding
Sep 4	Wedding
Sep 6	Yoga
	Farmer Market

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
**FROM:** Michele Miller, MMC, Town Clerk  
**DATE:** August 18, 2016  
**SUBJECT:** Town Council Meeting Minutes from August 10, 2016

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**SUMMARY:** Staff asks the Town Council to approve the Town Council Meeting minutes from August 10, 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:**

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**SILVERTHORNE TOWN COUNCIL**  
**Meeting Minutes**  
**Wednesday, August 10, 2016**

**CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA:**

Those members present and answering Roll Call were Mayor Bruce Butler, Council Members Derrick Fowler, Peggy Long, Russ Camp, Bob Kieber, JoAnne Nadalin and Tanya Shattuck. Staff members present were, Town Manager Ryan Hyland, Chief of Police John Minor, Public Works Director Bill Linfield, Assistant Town Manager Mark Leidal, Planning Manager Matt Gennett, Town Attorney Matt Mire and Town Clerk Michele Miller.

The Pledge of Allegiance was recited by those present.

**STAFF COMMENTS:**

None.

**COUNCIL COMMENTS:**

Butler thanked Council member Nadalin for attending the All Employee Meeting with town staff. He passed along a letter of thanks from Alpine Paint, thanking the Planning Department staff for all of their help in getting the Alpine Paint project done.

**CITIZEN COMMENTS:**

None.

**CONSENT CALENDAR:**

**CAMP MOVED TO APPROVE THE CONSENT CALENDAR INCLUDING THE MEETING MINUTES FROM JULY 27, 2016 AND REPLAT – THE CABINS AT ANGLER MOUNTAIN RANCH – FILING NO. 4 – THIRD AMENDMENT. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**ACTION ITEMS:**

**A. Annexation Petitions – Angler Mountain Ranch Vistas**

Matt Gennett, Planning Manner, presented the applicant's request to annex 35.85 acres for the purpose of developing up to eighteen single-family, cabin style patio homes to be platted as townhome units. He reviewed the staff memo and requested tabling the request for a period not to exceed one hundred and eighty days to allow for the land use application to proceed prior to adopting any resolution.

Tim Crane, applicant, stated he purchased the property three years ago from the Daley Ranch. He reviewed the established road, water and sewer lines and their continuance through this proposed development.

Long asked about the location of the substation and the proposed development.

**Council Comments.**

Camp feels this is just an addition to Angler Mtn Ranch and he supports it.

Butler is looking forward to the discussion regarding this new development.

**CAMP MOVED TO TABLE THE ANNEXATION PETITION FOR ANGLER MOUNTAIN RANCH VISTAS FOR A PERIOD OF TIME NOT TO EXCEED 180 DAYS TO PERMIT THE LAND USE APPLICATION TO PROCEED PRIOR TO CONSIDERATION OF A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL.**

**DISCUSSION ITEMS:**

None.

**INFORMATIONAL:**

A. SPORT Committee Meeting Minutes, July 21, 2016

**LONG MOVED TO ADJOURN. MOTION SECONDED. MEETING ADJOURNED AT 6:17 P.M.**

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**BRUCE BUTLER, MAYOR**

**ATTEST**

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**MICHELE MILLER, TOWN CLERK**

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

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Town of Silverthorne  
Town Council Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
Mark Leidal, Assistant Town Manager  
**FROM:** Susan Lee, Planner II *SL*  
**DATE:** August 17, 2016, for the meeting of August 24, 2016  
**SUBJECT:** Resolution No. 2016-23 Approving a License Agreement with Summit School District RE-1 for the Location of Little Libraries on Town Property

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**SUMMARY:** Resolution 2016-23 would approve a License Agreement with Summit School District to allow them to locate their Little Libraries on Town property. Little Libraries are small, 2'x2', boxes where books are placed for lending to others, free of charge. (See *Exhibit C*) There are two locations that the School District would like to place the boxes; on the west side of Brian Avenue, just north of Fifth Street, and on Willowbrook Road, between the Trent Park baseball field and the neighborhood post office boxes.

**BACKGROUND:** Jeff Johnson, Principal at Silverthorne Valley Elementary, approached Staff with a request to host two Little Libraries on Town property so that his students, and other community members, would have access to books over the summer when the school library was closed. Together we selected locations that would be easily accessible to pedestrians. The library boxes were built through a joint project with SVE students and the American Institute of Architects.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution 2016-23; a Resolution approving a License Agreement with Summit School District RE-1 for the Location of Little Libraries on Town Property.

*Suggested Motion: "I move to approve Resolution No. 2016-23 Approving a License Agreement with Summit School District RE-1 for the Location of Little Libraries on Town Property."*

**ATTACHMENTS:**

Exhibit A: Resolution 2016-23

Exhibit B: Revocable License Agreement for Summit School District

Exhibit C: Picture of boxes

**Exhibit A**

**TOWN OF SILVERTHORNE, COLORADO  
RESOLUTION NO. 2016-23**

**A RESOLUTION OF THE SILVERTHORNE TOWN COUNCIL  
APPROVING A LICENSE AGREEMENT WITH SUMMIT SCHOOL  
DISTRICT RE-1 FOR THE LOCATION OF LITTLE LIBRARIES ON TOWN  
PROPERTY**

WHEREAS, the Town desires to cooperate with the Summit County School District RE-1 in its Little Lending Libraries program, which makes books available for borrowing from small box installations free of charge and on a cooperative honors system basis;

WHEREAS, the license agreement attached hereto accomplishes that goal and specifies the terms on which the School District will locate and maintain two Little Lending Libraries on Town property for public use; and

WHEREAS, the Town Council wishes to approve the license agreement attached hereto.

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

Section 1. The Town Council hereby approves the license agreement with Summit County RE-1 in substantially the form attached hereto, subject to final approval by the Town Attorney.

INTRODUCED, PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

## Exhibit B

### REVOCABLE LICENSE AGREEMENT FOR SUMMIT SCHOOL DISTRICT.

THIS REVOCABLE LICENSE AGREEMENT is given this 13<sup>th</sup> day of July, 2016, by the TOWN OF SILVERTHORNE, COLORADO (hereinafter "Town"), to SUMMIT SCHOOL DISTRICT RE-1 whose address is 150 School Road, P.O. Box 7, Frisco, CO 80443 (hereinafter "Licensee"), together referred to herein as the "Parties."

#### RECITALS:

- A. The Town is the owner of two parcels of certain real property located within the County of Summit, State of Colorado, more particularly described as a portion of the Brian Avenue Right of Way, as shown on **Exhibit A**, and a portion of Tract A Willowbrook Meadows Sub #1, as shown on **Exhibit B**.
- B. Licensee desires to add improvements to the Licensed Area, as shown in **Exhibits C and D**. (The "Licensed Area")
- C. Private use of Town owned property requires a license agreement outlining the terms and conditions of that private use.

#### LICENSE

**FOR AND IN CONSIDERATION OF** the mutual promises and covenants contained herein, the payment to the Town by Licensee of Ten Dollars and other good and valuable consideration, the delivery, receipt and acceptance of which are hereby acknowledged and confessed, the Parties agree as follows:

##### 1. Grant of License

The Town hereby grants to Licensee a License over and across the Licensed Area, as shown on the attached **Exhibits C and D**, for the purposes and subject to the restrictions set forth herein. Use of the Licensed Area shall be for the Licensee, Town, and for general public access. Licensee shall be allowed access to the Licensed Area.

##### 2. Acknowledgment of Licensee

Licensee acknowledges that the Town's grant of this License does not grant any prescriptive rights in the Licensed Area to Licensee, and recognizes that the Licensed Area is held by the Town in trust for the benefit of the general public. Licensee further acknowledges the existence and applicability of Silverthorne Home Rule Charter, Section 12.11 which provides:

##### ***Revocable Permits***

*The Council may grant a permit at any time for the temporary use or operation of any street, alley or Town owned place, provided such permits shall be revocable by the Council at its pleasure, regardless of whether or not such right to revoke is expressly reserved in such permit.*

**3. Limitations on Use of the Licensed Area**

- a. The Licensed Area may be used for the purpose of a 'Little Lending Library', (Library) and for installation, maintenance, and service of such improvements. In no event shall the License Area be used for vehicular parking, snow storage, landscaping or other improvements.
- b. The Town shall install the Library within the Licensed Area in accordance with applicable Town Code regulations. Licensee shall maintain the Library including but not limited to, general upkeep, maintenance and repair.
- c. This License is not exclusive. The Town reserves the right to make or permit such use of the Licensed Area as is not incompatible with the uses permitted to Licensee.
- d. Upon termination of this License for any reason, the Town has the right to require the Licensee to remove all or any portion of the improvements that it deems appropriate. Any remaining improvements shall become and remain the property of the Town.
- e. Licensee's use of the Licensed Area shall always and continuously be in compliance with all applicable Federal, State and local rules and regulations, specifically including those contained in the Silverthorne Town Code and associated regulations.

**4. Damage**

The Town shall not be liable for damage, restoration or reconstruction to the improvements caused by or occurring in connection with any work on the Town property or the Town Easements, or relating to the Town operations and maintenance by the Town or its authorized contractor.

**5. Insurance**

Licensee hereby covenants and agrees at all times during the term of this License to cause to be maintained comprehensive general liability insurance against all claims for personal injury, death, or property damage occurring on Licensed Area with minimum limits of liability of One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) property damage. Licensee shall provide a certificate of insurance to the Town once annually.

**6. Indemnification**

To the extent permitted by Colorado law, Licensee, for itself, its successors-in-interest and assigns, hereby indemnifies and holds the Town harmless for and against any and all claims for injury or damage, including costs and attorney fees, arising out of its use and occupation of the Licensed Area pursuant to the License hereby granted.

**7. Term of License; Revocation**

This License shall be in force and effect from the date first set forth for a *minimum of three (3) years*, either Party shall have the right to terminate this License upon 30 days' notice to the other with or without cause. The License expires if the Site Plan has not been completed as approved within the timeframe allowed by the Town Code.

**8. Severability; Enforceability; Validity**

If any term, covenant, condition or provision of this License or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this License or the application for such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent provided by law. Licensee agrees that if and to the extent this License conflicts with the Town's obligation to hold the Licensed Area in trust for the public, this License shall be declared invalid.

**9. Immunities Preserved**

It is the intention of the parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes.

**10. Binding Effect**

This License shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

**11. Recording**

This License shall be recorded at the Licensee's expense, with the Summit County Clerk and Recorder's Office.

IN WITNESS WHEREOF, the Town and Licensee have executed this instrument the day and year first above appearing.

THE TOWN OF SILVERTHORNE,  
COLORADO

ATTEST:

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

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

SUMMIT SCHOOL DISTRICT RE-1

ATTEST:

Marilyn J Taylor  
Secretary

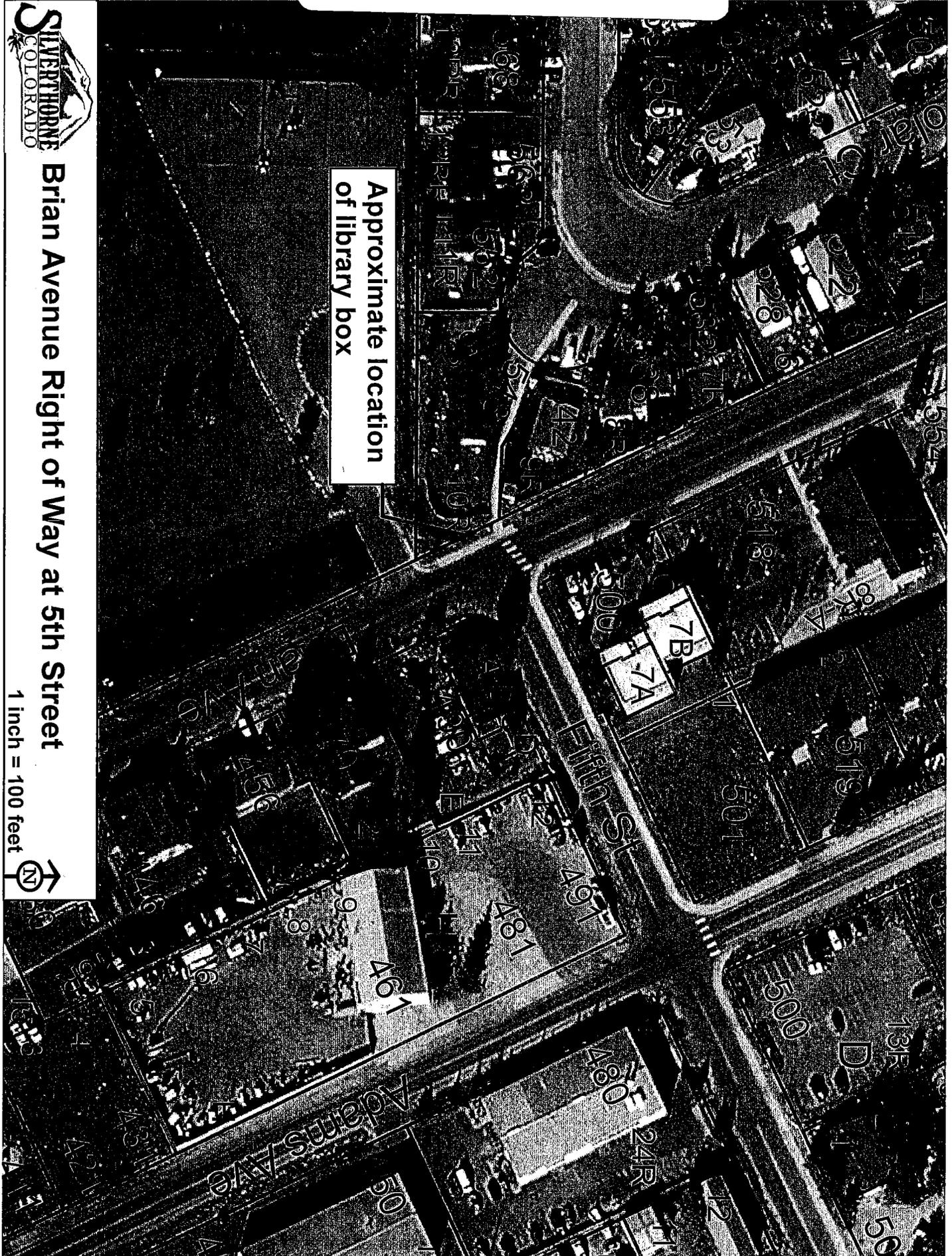
By [Signature]  
President, Board of Education



Brian Avenue Right of Way at 5th Street

Approximate location  
of library box

1 inch = 100 feet





**Tract A, Willowbrook Meadows, Sub #1**

1 inch = 200 feet

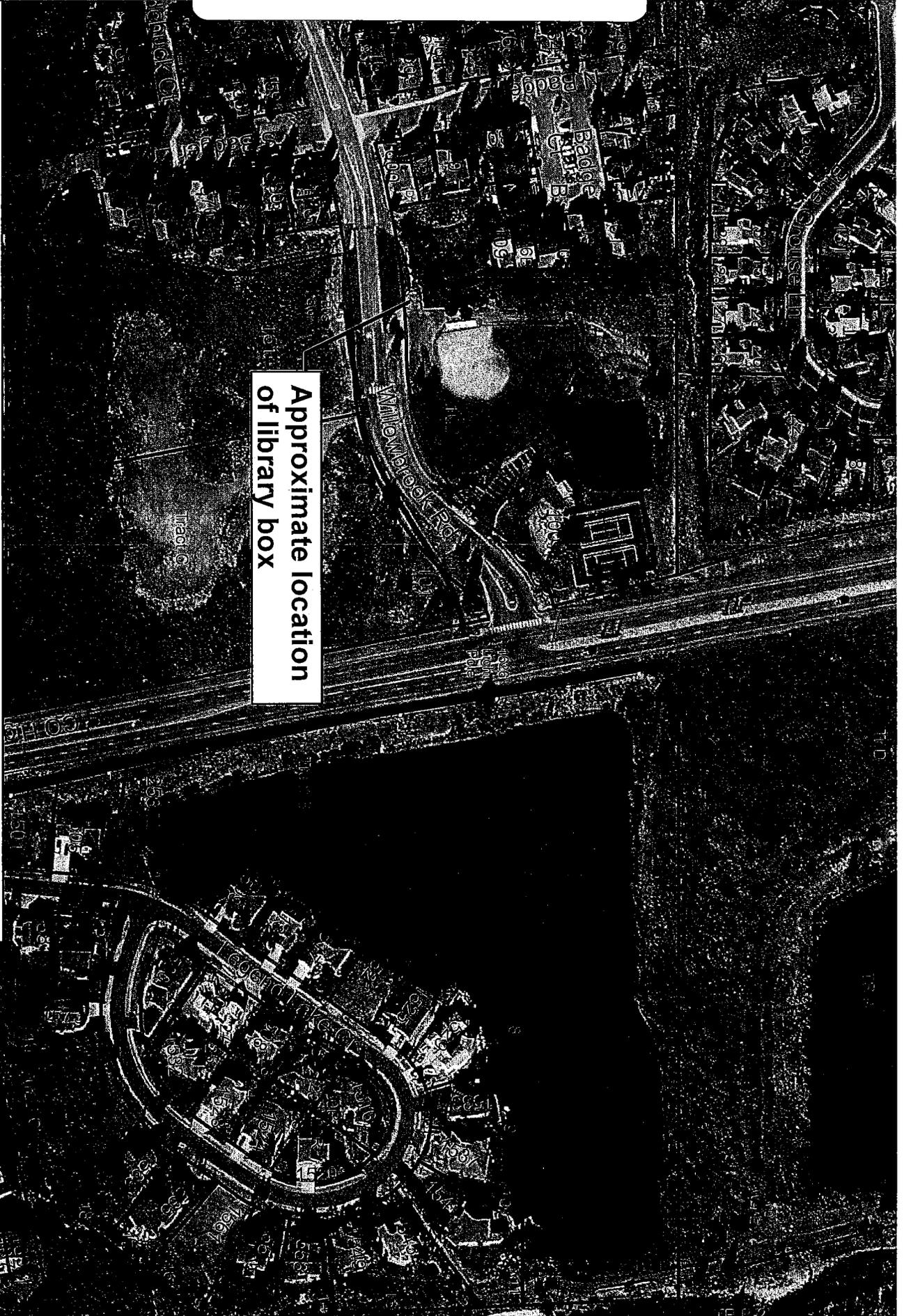
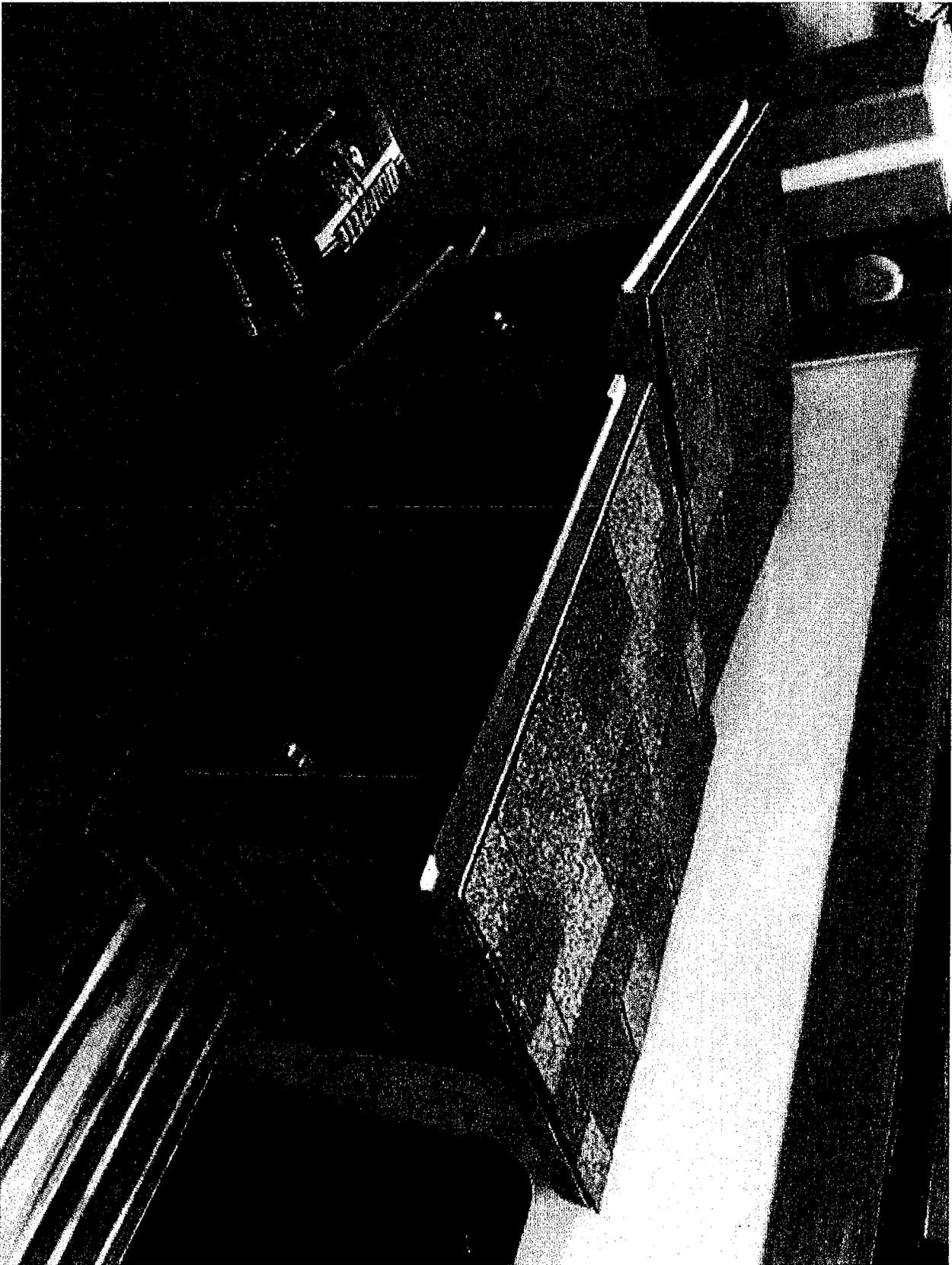


Exhibit C



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EnergySmart  
SILVERTHORNE

# 2016 Silverthorne Energy Smart Business Program Update

## 2015 Program Results



3 new businesses certified



7 completed sustainability and energy projects

Bronze  
Pearl Izumi

Certified

Peak Performance Imaging Solutions  
Sanitary Supply Corp

Projects

High Country Healing  
High Country Auto Specialists  
High Country Business Center  
Horse Cents Thrift Store  
JH Mountain Auto Services  
La Quinta Inn & Suites  
Pearl Izumi



## 2016 Program Progress



1 new business certified:  
Alpine Paint Co - Bronze



4 energy retrofit projects:  
Alpine Paint Co  
FIRC  
La Quinta Inn  
Pearl Izumi

## 2016 Program Goals



3 new businesses certified



5 energy retrofit projects



## 2016 Energy Smart Program Update

### 2015 Countywide Results



137 home energy audits  
17 Town of Silverthorne



60 home energy upgrades  
2 Town of Silverthorne



\$18,081 annual homeowner savings



\$403,081 local contractor income

### 2016 Silverthorne Results YTD\*



Audits

9



Retrofits

2

\*Data collected through July 19, 2016



COLORADO'S  
AFFORDABLE  
RESIDENTIAL  
ENERGY  
PROGRAM

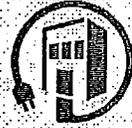
HC3 leveraged Town of Silverthorne and other local funding sources to obtain a \$60,000 grant from Energy Outreach Colorado to benefit income-qualified families.

The CARE program allows HC3 to serve these Summit County households by providing free energy audits and retrofits.

Thus far in 2016, HC3 has provided 22 energy audits and 10 home energy retrofits to local residents, with more audits and retrofits currently scheduled. Between audits, on-site quick-fixes, and retrofits, CARE program participants have received nearly \$11,000 in benefits.



**HIGH COUNTRY**  
CONSERVATION CENTER



**EnergySmart**  
SILVERTHORNE

## **Silverthorne Energy Smart Sustainable Business Program 2017 Proposal for the Town of Silverthorne**

### **Local Sustainable Business Program Summary**

Through current sustainable business programs, HC3 and The Towns of Dillon, Silverthorne, Frisco and Breckenridge have certified over 100 Summit County businesses as sustainable in the past four years. The goals of the Silverthorne Energy Smart sustainable business program are to increase both the economic vitality and environmental stewardship of local businesses.

The Silverthorne Energy Smart Sustainable Business program promotes energy savings and waste reduction for participating businesses. Businesses that join the sustainable business program will be provided the following services from HC3:

- Free energy and waste assessments conducted by HC3 staff
- Technical assistance and coaching throughout the program
- Larger incentives for energy and waste improvements
- Networking opportunities
- Public recognition and marketing

### **Benefits of Joining Silverthorne's Energy Smart Business Program**

**Bottom-Line Results.** Recommendations given in audit reports include potential financial, energy and waste savings, as well as simple payback for suggested investments. Businesses are provided cash incentives to complete a project, which further accelerates project payback. Many energy-efficiency upgrades, especially lighting, offer payback periods from 18 months to three years.

**Flexibility for Businesses.** Technical energy and sustainability audits give recommendations for upgrades that are specific to each business.

**Technical Support and Coaching.** Without appropriate follow-up, energy and sustainability audits often sit on a shelf. HC3's staff coaches business owners throughout the process from audit to upgrade and through tracking of success. Face-to-face time has been the key to our success.

**Business Recognition and Marketing.** Branding opportunities that result from sustainability are often just as important to businesses as direct cost or environmental savings. HC3 provides individual, framed case studies for each business to put on their wall for customers to see, as well as media outreach to

promote the success of participating businesses. We continue to receive feedback that this recognition is very important to businesses.

**Continued Business Private-Public Partnerships and Trust.** HC3's informal feedback from participating businesses in other towns reflects favorably on each Town. The businesses are grateful that the Towns are funding these services and providing financial incentives to assist local businesses.

### Program Development

In 2015, the following three Silverthorne businesses were certified in the Energy Smart Program: Pearl Izumi, Peak Performance Imaging Solutions, and Sanitary Supply Corps. Seven businesses completed sustainability projects. New to 2016, we began offering a limited number of \$400 rebates for new and existing businesses that undertake substantial energy efficiency projects.

Based off the funding received for 2016, our goals this year are to certify three new businesses and to work with five existing participants as they complete energy retrofits. We have nearly met our goal for retrofits, with La Quinta Inn, Pearl Izumi, the Silverthorne FIRC office, and newly certified business Alpine Paint Co. all completing upgrades to their properties.

With the certification of Alpine Paint Co., we need to certify two additional businesses in order to meet our 2016 goals.

### 2017 Proposed Budget

For 2017, HC3 proposes to keeping the goal numbers the same, aiming to certify three new businesses in the program and to work with five existing businesses as they complete energy efficiency projects.

<b>Expenses</b>		
Business Recruitment, Administration, and Marketing	\$300/new business x 3 new businesses \$160/business x 5 existing businesses	\$1,700
Sustainability and Energy Assessments	\$460/business x 3 new businesses	\$1,380
Direct Business Coaching	Includes technical assistance and follow-up after audits are completed, as well as assistance with business upgrade projects	\$2,120
Town of Silverthorne Rebates	\$400/business x 5 businesses for large improvements + \$100/business x 3 businesses for small improvements, payable directly to each business after project completion	\$2,300
	<b>TOTAL</b>	<b>\$7,500</b>



## Energy Smart Colorado Residential Program 2017 Proposal for Town of Silverthorne

Updated 7.26.2016

### Project Update

Since Energy Smart's inception in January 2014, Energy Smart Colorado and the High Country Conservation Center have completed 350 audits through the program. Of those 350 audits, 42 (12.5%) are within the town of Silverthorne. Of these 42 audits, 10 have proceeded thus far with a home energy improvement. Program audits have been evenly distributed among four local auditors. Across Summit County, retrofit projects have generated \$773,580 for local contractors and in the Town of Silverthorne alone have generated \$280,848. The following *annual* savings represent countywide results since the program's 2014 inception: \$46,633 in utility bill savings.

### 2016 Progress and 2017 Town of Silverthorne Goals

1. Currently performed 9 audits and 2 retrofits in Silverthorne this year.
2. Generate \$45,750 for local contractors in 2017.
3. Perform 10 home energy audits and 5 home energy improvements in 2017.

### Deliverables

1. Provide \$50 homeowner incentive for home energy audit. Combined with Xcel rebate, homeowner cost for an audit is \$100.
2. Provide homeowner incentives for improvements. 50% match up to \$400 for improvements from local governments.
3. Assist homeowner from audit through completion of energy improvement.
4. Track energy and cost savings, and contractor revenue generated.
5. Provide outreach and education, including traditional marketing.

## Countywide History and 2017 Targets

	2015	2016 YTD (goal)	2017
Energy Audits	137	84 (129)	130
Energy Improvements	60	19 (63)	65
Conversion Rate from Audit to Improvement	44%	TBD	50%

## 2017 Town of Silverthorne Proposed Budget

EXPENSES		
<b>Contractor Training</b>	Energy efficiency training opportunities. Mentoring and quality assurance.	\$500
<b>Improvement Incentives</b>	\$400/home improvement x 5 improvements.	\$2,000
<b>Audit Incentives</b>	\$50/home energy audit x 10 audits.	\$500
<b>Energy Coaching and Contractor Training</b>	Energy audit follow up, connection with contractor, expert unbiased advice. Energy savings, cost savings.	\$1,500
<b>Outreach and Marketing</b>	Newspaper, radio, video and social media support, brochures.	\$500
	Total	<b>\$5,000</b>

**Silverthorne targets: 10 Home Energy Audits, 5 Home Energy Improvements**

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU :** Ryan Hyland, Town Manager *RH, MM*  
**FROM:** Michele Miller, MMC, Town Clerk  
**DATE:** August 15, 2016 for meeting of August 24, 2016  
**SUBJECT:** Liquor license renewal for Local Authority Consideration

---

**SUMMARY:**

The Liquor Board is asked to approve the liquor license renewal for Kum & Go and Summit County BPOE #2561

**BACKGROUND:**

**A. Kum & Go #907 – Renewal of 3.2% Beer Off Premise Liquor License**

The applicant has submitted a renewal application for Kum & Go. The background investigation completed by the Police Department is attached. The Police Department has verified that the employees who sell liquor have successfully completed the company wide alcohol training program. The Police Department recommends renewal of the liquor license.

**B. Summit County BPOE #2561 – Renewal of Club Liquor License**

The applicant has submitted a renewal application for the Elks Lodge. The background investigation completed by the Police Department is attached. The Police Department has verified that the employees who sell and serve liquor are certified with the TIPS program until 2018. 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**

- **KUM & GO #907 – RENEWAL OF 3.2% BEER OFF PREMISE LIQUOR LICENSE**
- **SUMMIT COUNTY BPOE #2561 – RENEWAL OF CLUB 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:** August 1, 2016  
**TO:** Michele Miller  
**FROM:** Officer Anne Baldwin  
**SUBJECT:** Background check for 3.2% beer retail license application, Kum & Go LLC.

Kum and Go has not had any alcohol-related incidents or violations in the past year.

Kum and Go has adopted a companywide computer-based alcohol and tobacco training program in 2010. All Kum and Go employees are currently certified on this program as it is a prerequisite to working on any cash register.

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

Reviewed by

Chief of Police  
John Minor

08/01/2016  
Date

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

0444012500

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

**RECEIVED**

JUL 06 2016

KUM & GO #907  
 6400 WESTOWN PKWY  
 WEST DES MONIES IA 50266-7709

LIQUOR ENF. DIVISION

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 <b>KUM &amp; GO LC</b>		DBA <b>KUM &amp; GO #907</b>		
Liquor License # <b>12404240019</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>12404240019</b>	Expiration Date <b>09/13/2016</b>	Due Date <b>07/30/2016</b>
Operating Manager <b>Cory Frank</b>	Date of Birth <b>08/18/1980</b>	Home Address <b>1812 Autumn Drive Leadville, CO 80461</b>		
Manager Phone Number <b>(316) 295-7263</b>	Email Address <b>licenses@kumandgo.com</b>			
Street Address <b>101 RUBY RANCH RD SILVERTHORNE CO 80498</b>				Phone Number <b>(970) 468-0889</b>
Mailing Address <b>6400 WESTOWN PKWY WEST DES MONIES IA 50266-7709</b>				

- 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 \_\_\_\_\_
- Since the date of filing of the last 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.
- Since the date of filing of the last 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
- Since the date of filing of the last 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
- 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

**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 <b>Craig Bergstrom</b>	Title <b>CFO</b>
Signature <b>Craig Bergstrom</b>	Date <b>6/24/16</b>

**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



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

**DATE:** August 1, 2016  
**TO:** Michele Miller  
**FROM:** Officer Anne Baldwin  
**SUBJECT:** Background check for club license application, Summit County BPOE #2561 (Elks Lodge)

Summit County BPOE/Elks Lodge has not had any liquor-related incidents this past year. All of their liquor-serving volunteers are TIPS certified until 2018.

Based on the background information of the Silverthorne Police Department, we do not have any objections to the approval of this renewal application.

Reviewed by

  
\_\_\_\_\_  
Chief of Police  
John Minor

  
\_\_\_\_\_  
Date

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$308.75
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

SUMMIT COUNTY BPOE #2561  
 PO BOX 515  
 SILVERTHORNE CO 80498-0515

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 SUMMIT COUNTY BPOE #2561		DBA SUMMIT COUNTY BPOE #2561		
Liquor License # 05168800001	License Type Club License (city)	Sales Tax License # 05168800001	Expiration Date 09/14/2016	Due Date 07/31/2016
Operating Manager ROBERT E. KNORR	Date of Birth 07/02/59	Home Address 1215 MESA DRIVE, SILVERTHORNE, CO 80498		
Manager Phone Number 970-485-9247	Email Address KNORRRE @ GMAIL.COM			
Street Address 1321 BLUE RIVER PKY SILVERTHORNE CO 80498-9999				Phone Number 970-468-2561
Mailing Address PO BOX 515 SILVERTHORNE CO 80498-0515				

- 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 \_\_\_\_\_
- Since the date of filing of the last 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.
- Since the date of filing of the last 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
- Since the date of filing of the last 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
- 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

**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 ROBERT E. KNORR	Title MANAGER
Signature 	Date 07/27/16

**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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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:** August 18, 2016, for meeting of August 24, 2016  
**SUBJECT:** Repsher Variance - PT2016-17

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**SUMMARY:** Amanda Repsher, the owner of Lot 9R, Block 3, Arctic Placer Subdivision #1 seeks approval of a Variance to encroach into the front setback by a varying distance of 2-8 feet, and into the north side setback by 2 feet, in order to construct a garage that will facilitate wheelchair access into the residence.

**BACKGROUND:** The setbacks in the R-6 Zone District are 20 feet in the front, 10 feet on each side, and 20 feet in the rear. On Lot 9R, the side setback on the south is further restricted by the 15-foot waterline and pedestrian easement. In addition, the lot is encumbered by a 20-foot drainage easement in the rear.

**PREVIOUS COUNCIL ACTION:** The Arctic Placer Subdivision was annexed into the Town in 1972. In 1978, the property was rezoned to B-Business. On May 11, 1983, the Board of Trustees approved the Rezoning of the property from B-Business to R-6 Residential. On August 24, 1983, the Board approved the combined Preliminary and Final Plat for the Arctic Placer Subdivision. On August 7, 1985, the Board of Trustees approved the resubdivision of Lots 7-20, Block 3, Arctic Placer Subdivision #1, creating Lots 17R-19R. On May 11, 1988, Town Council approved the resubdivision of Lots 12R-18R, Block 3, creating Lots 12RR-18RR, Arctic Placer Subdivision #2.

**DISCUSSION:** It is within the power of the Board of Adjustment to grant variances to land use ordinances when, by reason of exceptional and extraordinary conditions, strict application of such ordinances would result in undue hardship upon the property owner. Per Town Code Section 4-1-44, "Appeals" Variances shall be authorized only when the Board of Adjustment finds that all eight variance criteria are met. In this case, Staff found that conditions 1, 2, 3, 4, 5, 6, 7, and 8 are being met.

**STAFF RECOMMENDATION:** The Community Development Department recommends Approval of the Repsher Variance to encroach up to 8 feet in the front setback, and 2 feet into the side setback of Lot 9R, Block 3, Arctic Placer Subdivision #1.

***Suggested motion:*** "I move to approve the Repsher Variance to encroach up to 8 feet in the front setback, and 2 feet into the side setback of Lot 9R, Block 3, Arctic Placer Subdivision #1, based on the Staff recommended finding."

**ATTACHMENTS:** Staff Report and Exhibits

**MANAGER'S COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Town of Silverthorne, Colorado**  
**Board of Adjustment**

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

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

**Date:** August 18, 2016, for meeting of August 24, 2016

**Subject:** Repsher Variance - PT 2016-17

**Owner/Applicant:** Amanda Repsher

**Proposal:** The applicant seeks approval of a Variance to encroach into the front and side yard setbacks established by R-6 Zone District. *(Please see the attached written response for further details).*

**Address:** 542 Polar Court

**Legal Description:** Lot 9R, Block 3, Arctic Placer Subdivision #1

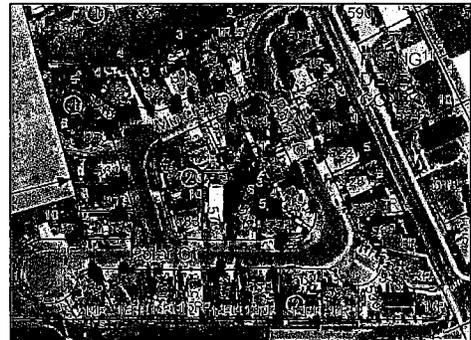
**Site Area:** 6,004 square feet or 0.14 acres

**Zone District:** R-6, Residential 6

**Site Conditions:** Developed with a one-story Single Family Residence surrounded by fenced in yards. Two storage sheds are also located on the property.

**Adjacent Uses:** North: Single Family Residence - Lot 8R, Arctic Placer #1  
South: Duplex – Lot 10R, Arctic Placer #1  
East: Brian Avenue and C1 Properties  
West: Polar Court cul-de-sac and street

**PREVIOUS COUNCIL ACTION:** The present-day Arctic Placer Subdivision was annexed into the Town in 1972, and was originally zoned R-2. In 1978, the 9.73-acre property was rezoned to B-Business with a Conditional Use Permit for a Recreational Vehicle Park. At the time, the property was commonly referred to as 'Mahan's R.V. Park'.



On May 11, 1983, the Town Board of Trustees approved the Rezoning of the property from B-Business to R-6 Residential. On August 24, 1983, the Board approved the combined Preliminary and Final Plat for the Arctic Placer Subdivision, which consisted of 41 single family lots, and 0.973 acres dedicated to the Town for public use. During the review of the subdivision, Staff stated concerns over lots not meeting the required lot frontage of 50 feet, and that "several lot configurations may preclude the possibility of a garage on the lot".

On August 7, 1985, the Board of Trustees approved the resubdivision of Lots 7-20, Block 3, Arctic Placer Subdivision #1, creating Lots 17R-19R, of which one was a duplex lot. Three years later, on May 11, 1988, Town Council approved the resubdivision of Lots 12R-18R, Block 3, creating Lots 12RR-18RR, Arctic Placer Subdivision #2, and reducing the number of lots by 1. In its present configuration, the Arctic Placer Subdivision contains 38 single family lots, and 1 duplex lot.

**BACKGROUND:** The existing Single Family Residence on Lot 9R, Block 3, Arctic Placer Subdivision #1 was built in 1991. The applicant is requesting approval of a variance to encroach into the front setback by a varying distance of 2-8 feet, and into the north side setback by 2 feet, in order to construct a two-car garage that will facilitate wheelchair access into the residence.



The setbacks for the R-6 Zone District were designed to allow maximum lot coverage of 30% on all lots. Setbacks for structures are 20 feet in the front, 10 feet on each side, and 20 feet in the rear. On Lot 9R, the side setback on the south is further restricted by the 15-foot waterline and pedestrian easement. In addition, the lot is encumbered by a 20-foot drainage easement in the rear.

**BOARD OF ADJUSTMENT:** As noted in Section 5.2 of the Town Charter, it is within the power of the Board of Adjustment to grant variances to land use, building and construction ordinances of the Town where by reason of exceptional conditions of a specific piece of property, not shared in common with other conforming properties, strict application of such ordinances would result in peculiar and exceptional practical difficulties, or undue hardship upon the owner of such property.

**STAFF COMMENTS:** Variances are reviewed based on the Comprehensive Plan policies and the criteria set forth in Section 4-1-44. The applicant seeks a variance to Town Code Sections 4-1-5(2), which states that no building or structure shall be erected, except in conformity with the yard, building site area and location, and height regulations. Per Section 4-4-7, structures in the R-6 Residential Zone District are required to be setback 20 feet in the front, 10 feet on the sides, and 20 feet in the rear.

The following definitions apply:

*Structure* means anything constructed or erected, which requires location on the ground or attachment to something having a foundation on the ground, but not including fences or walls used as fences.

*Setback* means the shortest distance between the property line and the nearest line or point of the building.

*Yard* means an existing or required open space on the same lot with a principal building, and which is unoccupied and open to the sky.

**Comprehensive Plan:** The Comprehensive Plan does not specifically address a variance of this type.

**Variance Conditions:** Town Code Section 4-1-44, Appeals, states that no variance shall be authorized unless the Board of Adjustment finds that all eight (8) variance conditions exist. The following is an analysis of those eight variance conditions:

**(1) That owing to exceptional and extraordinary circumstances, literal enforcement of the provisions of Chapter 4 of the Town Code will result in unnecessary hardship.**

***Applicant's comment:***

*"The applicant's husband was injured in a work related accident and requires use of a wheelchair or walker. A garage will enable safe access to their home. Also, the lot shape is quite unusual on the Polar Court cul-de-sac and most other lots in Arctic Placer subdivision are more capable of construction of a garage without affecting the front setback."*

***Staff comment:***

Staff finds that Lot 9R, Block 3, Arctic Placer Subdivision #1 has a shape that is unusual and exceptional for the subdivision, as most other lots in Arctic Placer have more rectangular shapes and have longer street frontages. In addition, there is a water line and pedestrian easement on the south side that further constricts the buildable portion of the property. The elongated and awkward shape of the lot, the curvature of the cul-de-sac, and the presence of easements are circumstances that severely limit the possibility for building a garage. As such, literal enforcement of the setback standards results in an unnecessary hardship for the applicant. Staff finds that this condition is met.

**(2) That the circumstances aforesaid were not created by the owner of the Property and are not due as a result of general conditions in the zoning district in which the property is located.**

***Applicant comment:***

*"The original developer of Arctic Placer, Jim Mahan, created the lot and built the applicant's home."*

***Staff comment:***

The shape of the lot, the location of the residence, and the presence of the easements were all created during the platting and construction of the subdivision. Lot 9R was one of the lots that concerned Staff during the review of the subdivision in 1983, because it seemed to preclude the construction of a garage. The applicant, who purchased the property in 2004, is not responsible for those circumstances. Moreover, as noted previously, the lot is unusual in comparison with surrounding lots that have more rectangular shapes or larger buildable areas. Staff finds that this condition is met.

**(3) That the development or use of the property for which the variance is sought, if limited by a literal enforcement of the provisions of Chapter 4, Town Code, cannot yield a reasonable return in service, use or income as compared to adjacent and conforming properties on the same zoning district.**

***Applicant comment:***

*"Many other homes in Arctic Placer and in the R-6 Zone have garages, which for persons*

with mobility disabilities are reasonable accommodations. Workers' Compensation rules provide that an injured worker may obtain coverage for home modifications needed for continued use by the injured occupant."

**Staff comment:**

If limited by a literal enforcement of the setbacks, the applicant would be required to build a garage not long enough to meet the standard parking stall length of 18 feet. The garage would also be required to be at angle from the existing residence, as opposed to extending straight out as it is proposed. Coupled with the shape of the lot, the curvature of the frontage, and the waterline and pedestrian easement on the south, the applicant does not have the same options for building a garage when compared to adjacent and conforming properties. Staff finds that this condition is met.

**(4) That the variance will not substantially or permanently injure the appropriate use of adjacent and conforming properties in the same zoning district.**

**Applicant comment:**

*"The west end of the proposed addition is roughly in the same location as a fence which has been in existence since at least 2004 when Mrs. Repsher purchased the property."*

**Staff comment:**

Staff finds that the variance, if approved, will not substantially or permanently injure the appropriate use of the adjacent and conforming properties. The garage is proposed in an area that is currently fenced off, so its presence will not be significantly different from existing conditions. In addition, the garage is proposed approximately 65 feet from the edge of asphalt of the road, and will be separated from the road by a gravel parking area that is utilized by surrounding properties. As such, the garage will not affect adjacent properties or users of Polar Court. Staff finds that this condition is met.

**(5) That the variance will not alter the essential character of the zoning district in which is located the property for which the variance is sought.**

**Applicant comment:**

*"Garages in the R-6 zone and Summit County in general are extremely useful and don't alter the essential character of this residential neighborhood."*

**Staff comment:**

The R-6 Zone District encompasses a variety of neighborhoods including Willowbrook Meadows, Willow Creek Highlands, Smith Ranch, Beaver Valley, and Arctic Placer. The neighborhoods mostly consist of long term residential enclaves at an average density of 6 units per acre. Garages are very typical in each of the neighborhoods, and serve to screen vehicle or sporting goods storage. Because of the particular and unique circumstances that occur on Lot 9R, Block 3, Arctic Placer Subdivision #1, Staff finds that a variance to encroach into the setbacks to construct a garage will not alter the essential character of the R-6 Zone District. In addition, all other R-6 zoning standards are met with the application. Staff finds that this condition is met.

**(6) That the variance will not weaken the general purpose of Chapter 4 or the regulations herein established for the specific zoning district.**

***Applicant comment:***

*"The variance enhances the residential nature of the R-6 Zone for persons with mobility issues."*

***Staff comment:***

Variations weaken the general purpose of Chapter 4 of the Town Code and its regulations only when the conditions required for variance approval are not being met. Variations are appropriate when there are exceptional circumstances on a property, as is the case for Lot 9R, Block 3, Arctic Placer Subdivision #1. In this case, the shape of the lot, the curvature of the frontage, and the presence of easements render building a garage very difficult without encroaching into the front and side setbacks. Because this is an unusual circumstance, Staff finds that the variance will not weaken the general purpose of Chapter 4. Staff finds that this condition is met.

**(7) That the variance will be in harmony with the spirit and purpose of Chapter 4 of the Town Code.**

***Applicant comment:***

*"The variance enhances the residential nature of the R-6 zone for persons with mobility issues."*

***Staff comment:***

The spirit and purpose of Chapter 4 is to create a set of regulations that promote health, safety, convenience, order, prosperity, and welfare of the present and future inhabitants of the Town. This set of regulations was put in place in order to encourage orderly and logical development, prevent the destruction of sensitive environmental areas, and ensure the provision of public amenities, such as adequate open space. Because unusual circumstances exist on the property that severely limit the location of a garage, Staff finds that the variance is in harmony with the spirit and purpose of Chapter 4 of the Code. The garage will also enhance the safety, convenience, and welfare of a resident with mobility issues. As such, Staff finds that this condition is met.

**(8) That the variance will not adversely affect the public health, safety, or welfare.**

***Applicant comment:***

*"Because the proposed addition is in the same location as the existing fence, there should be no adverse consequences."*

***Staff comment:***

Staff finds that the variance will not adversely affect the public health, safety, or welfare. The proposed garage is modest in size, set far back from the edge of asphalt of the street, and not impacting surrounding properties or the subdivision. Staff finds that this condition is met.

**STAFF RECOMMENDATION:** The Community Development Department recommends

Approval of the Repsher Variance to encroach up to 8 feet in the front setback, and 2 feet into the side setback of Lot 9R, Block 3, Arctic Placer Subdivision #1, based on the following finding:

1. The application meets all the conditions established in Code Section 4-1-44, 1, 2, 3, 5, 6, 7, and 8, as stated in the Staff Report.

***Suggested motion:*** "I move to approve the Repsher Variance to encroach up to 8 feet in the front setback, and 2 feet into the side setback of Lot 9R, Block 3, Arctic Placer Subdivision #1, based on the Staff recommended finding."

**Alternative Motion:**

Should the Board of Adjustment find that all conditions are not met, Staff recommends the following finding and motion:

1. The application does not meet the conditions established in Code Section 4-1-44, 1, 2, 3, 5, 6, 7, and 8.

***Motion:*** "I move to deny the Repsher Variance to allow an 8-foot encroachment into the front setback and a 2-foot encroachment into the side setback of Lot 9R, Block 3, Arctic Placer Subdivision #1, finding that none of the variance criteria have been met."

**ATTACHMENTS:**

Exhibit A: Site Plan



Town of Silverthorne  
Town Council Memorandum

**TO:** Mayor and Town Council  
**THRU:** Ryan Hyland, Town Manager *RH*  
Mark Leidal, Assistant Town Manager  
**FROM:** Susan Lee, Planner II *sl*  
**DATE:** August 18, 2016, for the meeting of August 24, 2016  
**SUBJECT:** Resolution No. 2016-24; A Resolution Approving an Intergovernmental Agreement with Summit County, Colorado, Regarding Joint Acquisition of Open Space

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**SUMMARY:** Staff has been actively working with Summit County's Open Space Advisory Committee and the Open Space and Trails Department to identify and acquire open space parcels that align with both entities' goals for preservation of open space within and around the Town of Silverthorne. In the past, the County and Town have joined forces to purchase over 45 acres of open space. This year we are working together on the joint acquisition of approximately 17 acres. Resolution No. 2016-24 will approve an Intergovernmental Agreement with Summit County Government to establish formal procedures for dealing with these joint acquisitions.

**PREVIOUS COUNCIL ACTION:** On December 10, 2014, Town Council adopted Resolution 2014-15; a Resolution Amending and Updating the Parks, Open Space and Trails (POST) Master Plan. One of the goals of the POST Plan was to leverage our potential for open space acquisitions by partnering with Summit County. Brian Lorch, Summit County Open Space and Trails Director, gave a summary of OSAC's activities at the Town Council Worksession on July 26, 2016. During this meeting the idea of a joint agreement between Summit County and the Town to establish the procedures for joint acquisition of open space was discussed.

**DISCUSSION:** The proposed IGA outlines the following:

- That both parties will agree on whether the property will be titled in either the Town or the County (*Jointly Funded*) or both the Town and the County (*Jointly Acquired*) and how much will be contributed by each party.
- Each party will pay 50% of the purchase price and fees for Jointly Acquired parcels.
- Future use for the property will be limited to uses agreed upon in an Open Space Management Plan that will be approved by the governing bodies of both parties.
- Procedures for future trades or sale of the land.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution No. 2016-24; A Resolution Approving an Intergovernmental Agreement with Summit County, Colorado Regarding Joint Acquisition of Open Space.

*Suggested Motion: "I move to approve Resolution No. 2016-24; A Resolution Approving an Intergovernmental Agreement with Summit County, Colorado Regarding Joint Acquisition of Open Space."*

**ATTACHMENTS:**

Exhibit A: Resolution 2016-24

Exhibit B: IGA for Joint Acquisition of Open Space with Summit County

**Exhibit A**

**TOWN OF SILVERTHORNE, COLORADO  
RESOLUTION NO. 2016-24**

**A RESOLUTION OF THE SILVERTHORNE TOWN COUNCIL  
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
SUMMIT COUNTY, COLORADO REGARDING JOINT ACQUISITION OF  
OPEN SPACE**

WHEREAS, the Town and Summit County desire to establish certain procedures to govern the joint acquisition and joint funding of open space parcels in the future, as well as those parcels of open space that have been jointly acquired and jointly funded;

WHEREAS, the Intergovernmental Agreement ("IGA") attached hereto accomplishes that goal; and

WHEREAS, the Town Council wishes to approve the IGA attached hereto.

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

Section 1. The Town Council hereby approves the Intergovernmental Agreement with Summit County in substantially the form attached hereto, subject to final approval by the Town Attorney.

INTRODUCED, PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

## Exhibit B

### INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Silverthorne, a Colorado home rule municipality with an address of P.O. Box 1309, Silverthorne, Colorado 80498 (the "Town"), and Summit County, Colorado, a Colorado county with an address of P.O. Box 68, Breckenridge, Colorado 80424, acting by and through its Board of County Commissioners (the "County") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town has established a program of acquiring, maintaining, protecting, managing, and preserving public open space lands in and around the Town;

WHEREAS, the County has established a program of acquiring, maintaining, protecting, managing, and preserving public open space lands in the County;

WHEREAS, the County has a voter-approved revenue source dedicated to the acquisition, maintenance, protection, management, and preservation of public open space;

WHEREAS, the Town and the County believe that there are numerous public benefits to be realized from the acquisition and proper management and use of public open space;

WHEREAS, prior to the date of this Agreement the Town and the County have jointly acquired open space parcels and have jointly funded the acquisition of open space parcels;

WHEREAS, the Town and the County intend to continue jointly acquiring and jointly funding additional open space parcels in the future; and

WHEREAS, the Town and the County desire to establish certain procedures to govern the joint acquisition and joint funding of open space parcels in the future, as well as those parcels of open space that have been jointly acquired and jointly funded prior to the date of this Agreement.

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

1. Authority. This Agreement is entered into pursuant to the authority granted by Article XIV, § 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.
2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. Acquiring Party: The Party purchasing and holding title to a Jointly Funded Open Space Parcel.
- b. Authorized Representative: A person designated by a Party as having the authority to settle a controversy arising under this Agreement on behalf of such Party.
- c. Contributing Party: The Party that makes a financial contribution toward the purchase of a parcel of Jointly Funded Open Space Parcel, but does not hold title to such parcel.
- d. Jointly Acquired Open Space Parcel: Real property jointly paid for by the Town and the County, and titled in the name of both the Town and the County.
- e. Jointly Funded Open Space Parcel: Real property jointly paid for by the Town and the County, but titled solely in the name of either the Town or the County.
- f. Open Space Management Plan: The joint plan or plans, as may be applicable, for the use, maintenance, and management of Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels.
- g. Open Space Parcel: A collective term including all Jointly Acquired Open Space Parcels and those Jointly Funder Open Space Parcels described in the Open Management Plan, unless the context clearly indicates otherwise.

3. Term.

- a. The initial term of this Agreement shall commence on the Effective Date and unless terminated as provided herein, shall end on December 31, 2016.
- b. On January 1, 2017, and on each subsequent January 1<sup>st</sup>, this Agreement will automatically renew for successive terms of one year each until such time as either the Party provides written notice to the other party on or before October 1<sup>st</sup> of the prior year. Upon the giving of timely notice of termination, this Agreement will terminate on the December 31<sup>st</sup> following the notice.

4. Applicability.

- a. This Agreement applies to all Jointly Funded Open Space Parcels and to all Jointly Acquired Open Space Parcels existing as of the date of this Agreement, as well as to all Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded by the Parties throughout the Term of this Agreement. **Exhibit A**, attached hereto and incorporated herein by this reference, is a list of properties the Parties have identified as Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. If it is subsequently determined **Exhibit A** is incorrect or incomplete, the exhibit will be revised to correctly reflect the listing of all Jointly Funded Open Space Parcels and all Jointly Acquired Open Space Parcels existing as of the Effective Date.

b. By separate agreement, the Parties may exclude any Jointly Funded Open Space Parcel or any Jointly Acquired Open Space Parcel from this Agreement, or modify this Agreement with respect to any Jointly Funded Open Space Parcel or Jointly Acquired Open Space Parcel.

c. This Agreement does not apply to any real property owned by either Party that is neither a Jointly Funded Open Space Parcel or a Jointly Acquired Open Space Parcel.

5. Jointly Funded Open Space Parcels. The following provisions apply to the acquisition and disposition of a Jointly Funded Open Space Parcel:

a. If the Parties agree to purchase a Jointly Funded Open Space Parcel, they will agree upon:

- (i) the Party who will take title to the Jointly Funded Open Space Parcel;
- (ii) the amount of money that will be contributed by the Contributing Party;
- (iii) the date by which the money will be paid by the Contributing Party to the Acquiring Party; and
- (iv) other relevant matters.

b. The Acquiring Party will prepare all contract documents related to the acquisition of the Jointly Funded Open Space Parcel.

c. The Acquiring Party will pay all closing costs related to the acquisition of a Jointly Funded Open Space Parcel.

d. Title to a Jointly Funded Open Space Parcel will be taken solely in the name of the Acquiring Party, and any title insurance policy for the Jointly Funded Open Space Parcel will be issued solely to the Acquiring Party.

e. In exchange for the financial contribution made by the Contributing Party, the Acquiring Party agrees to limit the future use of the Jointly Funded Open Space Parcel to those uses agreed to by the Parties in the applicable Open Space Management Plan. If, for any reason, the Parties are unable to agree on the allowed uses of a Jointly Funded Open Space Parcel, and to the extent the Open Space Management Plan does not specify a permitted use, the Acquiring Party agrees that such parcel may only be used for public open space and recreational purposes, including without limitation hiking, cross-country skiing, bicycling, snow-shoeing, environmental reclamation/remediation, and fishing, as well as related work which may or may not require disturbance of the surface of the property or construction of any structure, such as the construction or repair of parking areas, trailhead areas, paved bicycle paths, and soft surface trails.

f. If a Jointly Funded Open Space Parcel is being used by the Acquiring Party for a use or uses other than those described in Subsection e., such action will constitute

a default under this Agreement. If the default is not cured within 30 days after written notice of the default is given by the Contributing Party to the Acquiring Party, or if such default cannot be completely cured within such 30 day period, if the Acquiring Party does not commence correcting the default within the 30 day period and thereafter correct the default with due diligence and good faith, the Acquiring Party will, upon demand by the Contributing Party, refund the amount paid by the Contributing Party in connection with the acquisition of the Jointly Funded Open Space Parcel, together with interest calculated at a rate equal to the overall percentage increase (if any) in the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index, from the month of the payment by the Contributing Party to the month preceding the refund of the such payment by the Acquiring Party. The amount repaid by the Acquiring Party may never be less than the initial payment made by the Contributing Party. The Acquiring Party will make any payment due to the Contributing Party under this Section 5 within 60 days after the demand for payment has been made by the Contributing Party. Upon receipt of all sums due to it, the Contributing Party will execute such documentation as may reasonably be required by the Acquiring Party acknowledging receipt of such sums and releasing all further claims under this Agreement with respect to the Jointly Funded Open Space Parcel.

g. If this Agreement is terminated for any reason, the obligation of an Acquiring Party to pay the Contributing Party as described in this Section will continue to be enforceable notwithstanding such termination.

h. If the Acquiring Party trades or sells a Jointly Funded Open Space Parcel, or any portion thereof, to the United States Forest Service, or any other governmental entity, the provisions of Subsection 5.11 do not apply. However, in such event the Acquiring Party shall repay to the Contributing Party the amount paid toward the acquisition of such parcel by the Contributing Party, together with interest on such payment calculated in the manner described in Subsection f. In the event of such trade or sale, the Acquiring Party will not be limited by this Agreement in its use of the real property it receives in the trade or sale.

i. The Acquiring Party may unilaterally exclude any Jointly Funded Open Space Parcel from the provisions of this Agreement by repaying to the Contributing Party the amount paid toward the acquisition of such land by the Contributing Party, together with interest calculated in the manner described in Subsection f.

j. If, at any time during the Term of this Agreement, an Acquiring Party receives an offer for the purchase of any of its Jointly Funded Open Space Parcels, the Acquiring Party agrees not to accept such offer or make any contract of sale with respect to said parcel without first giving the Contributing Party the right to acquire the Jointly Funded Open Space Parcel upon the same terms and conditions contained in such offer of purchase. The Acquiring Party agrees to give to the Contributing Party written notice of the terms and conditions of such offer and, if the Contributing Party fails to enter into a bona fide contract upon the same terms and conditions as those proposed to the Acquiring Party by the prospective purchaser within 30 days after the giving of such

notice, then the Acquiring Party may sell the Jointly Funded Open Space Parcel to the party making the offer. If, for any reason, the Jointly Funded Open Space Parcel is not sold to such Party, notice of any subsequent *bona fide* offer that is acceptable to the Acquiring Party will be given to the Contributing Party upon the same terms and conditions for acceptance or rejection as hereinabove provided. Either party may record appropriate notice of its rights under this Subsection in the real property records of the Clerk and Recorder of Summit County, Colorado.

6. Jointly Acquired Open Space Parcels. The following provisions apply to the acquisition and disposition of a Jointly Acquired Open Space Parcel:

a. If the Parties agree that a Jointly Acquired Open Space Parcel is to be purchased, then each Party will pay 50% of the purchase price of the Jointly Acquired Open Space, including closing costs, unless otherwise agreed.

b. The Parties will agree on which Party will prepare the contract documents related to the acquisition of the Jointly Acquired Open Space Parcel.

c. Title to a Jointly Acquired Open Space Parcel will be taken by the Parties as tenants in common with each of the Parties owning an undivided 50% interest in the parcel, unless otherwise agreed.

d. Without the prior written consent of the other Party, neither Party will seek to partition any Jointly Acquired Open Space Parcel. This restriction will survive the termination of this Agreement, and continue to be enforceable thereafter in perpetuity.

e. No Jointly Acquired Open Space Parcel may be sold except by mutual agreement of the Parties. The terms and conditions of any such sale shall be set forth in a written contract approved by both Parties, which shall provide for an agreed allocation of the net proceeds of the sale between the Parties.

f. If a Jointly Acquired Open Space is taken by eminent domain, the proceeds will be divided equally between the Parties, unless otherwise agreed.

g. All matters related to the use, maintenance, and management of all Jointly Acquired Open Space Parcels will be determined by an Open Space Management Plan.

7. Open Space Management Plans. Throughout the Term of this Agreement the Parties will develop, approve, fund, and implement one or more Open Space Management Plans for the use, maintenance, and management of: (i) all Jointly Acquired Open Space Parcels; and (ii) those Jointly Funded Open Space Parcels that the Parties agree to include in the plan. Each Open Space Management Plan will be approved by the governing bodies of both Parties and will control the use, maintenance and management of all Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels included in the plan. If there is a conflict between the terms of an Open Space Management Plan and this Agreement, this Agreement shall control.

8. Miscellaneous.

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

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

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

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

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

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

k. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town or the County not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

I. Approval. In accordance with C.R.S. § 29-1-203(1), this Agreement will not become effective unless and until it has been approved by the governing bodies of both the Town and the County.

**TOWN OF SILVERTHORNE, COLORADO**

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

ATTEST:

\_\_\_\_\_  
Michelle Miller, Town Clerk

**BOARD OF COUNTY COMMISSIONERS OF  
SUMMIT COUNTY, COLORADO**

ATTEST:

\_\_\_\_\_  
Kathleen Need, Clerk and Recorder  
And ex-officio clerk to the Board of County Commissioners

**EXHIBIT A**  
**(Jointly Owned and Jointly Funded Open Space Parcels)**

<b>Parcel Name or Description</b>	<b>Acquisition Price</b>	<b>Date</b>	<b>Acreage</b>
1. Bashore Tracts A & B	\$100,550	Mar 2003	24.17
2. Willow Grove	\$450,000	April 2006	10.88
3. Ray Property	\$47,953	Aug 2013	10.21

Town of Silverthorne  
Council Agenda Memorandum

**TO:** Mayor and Town Council  
**THRU:** Laura Kennedy, Finance and Administrative Services Director   
**FROM:** Kathy Marshall, Revenue Administrator   
**DATE:** August 18<sup>th</sup> for meeting of August 24<sup>th</sup>, 2016  
**SUBJECT:** June 2016 Sales Tax Review

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**SUMMARY:**

The following reports summarize June sales taxes collected in July. The State remitted the Town's 2% county taxes from June sales on August 8<sup>th</sup>, 2016.

**MANAGER'S COMMENTS:**

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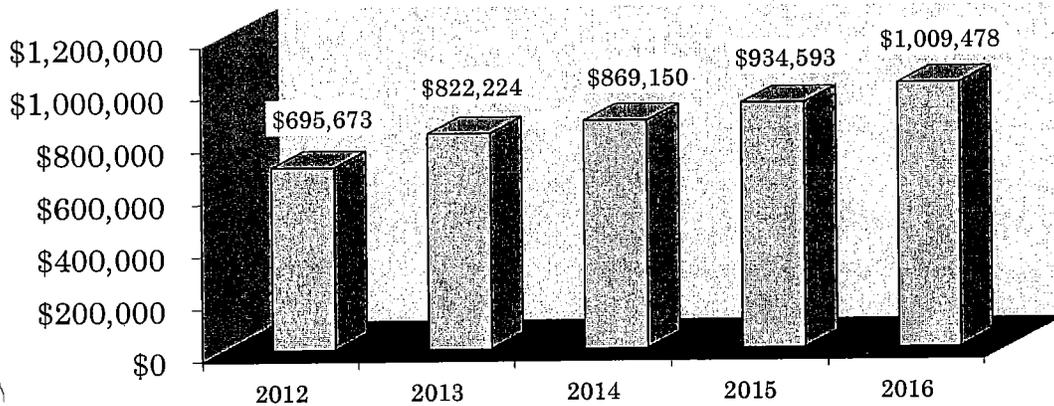
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**SILVERTHORNE SALES TAX BY MONTH  
FOR JUNE 2016 SALES**

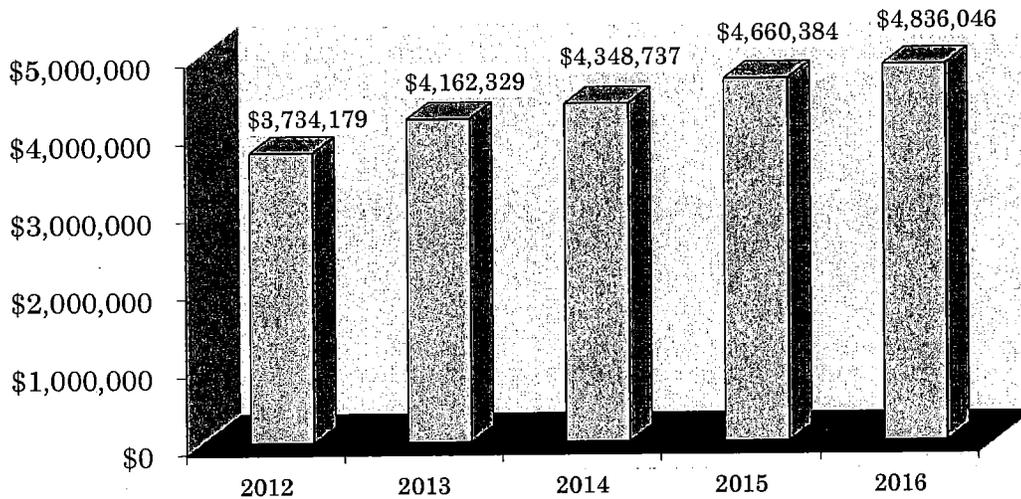
CHART A: MONTH	2012	11-12	2013	12-13	2014	13-14	2015	14-15	2016	15-16
		% CHANGE		% CHANGE		% CHANGE		% CHANGE		% CHANGE
JAN	613,612	6.96%	705,712	15.01%	691,694	-1.99%	765,758	10.71%	766,848	0.14%
FEB	595,268	-0.19%	639,591	7.45%	682,500	6.71%	713,637	4.56%	763,151	6.94%
MARCH	718,051	-5.10%	830,399	15.65%	879,003	5.85%	960,756	9.30%	984,257	2.45%
APRIL	631,867	32.14%	591,855	-6.33%	606,570	2.49%	654,752	7.94%	646,245	-1.30%
MAY	479,708	4.30%	572,548	19.35%	619,820	8.26%	630,889	1.79%	666,067	5.58%
JUNE	695,673	-1.23%	822,224	18.19%	869,150	5.71%	934,593	7.53%	1,009,478	8.01%
JULY	774,222	4.04%	866,950	11.98%	890,855	2.76%	957,634	7.50%		
AUG	773,019	8.98%	827,646	7.07%	893,121	7.91%	932,217	4.38%		
SEPT	782,144	13.66%	796,857	1.88%	836,747	5.01%	935,275	11.78%		
OCT	595,102	14.49%	644,447	8.29%	680,653	5.62%	725,760	6.63%		
NOV	635,360	0.06%	701,380	10.39%	713,747	1.76%	760,614	6.57%		
DEC	866,971	-2.10%	933,997	13.50%	1,065,155	8.25%	1,201,862	12.83%		
YTD TTL:	8,160,996		8,983,606		9,429,015		10,173,746		4,836,046	
%CHANGE FROM YEAR TO YEAR:		5.29%		10.08%		4.96%		7.90%		3.77%

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



%CHANGE FROM PRIOR MONTH	2012	2013	2014	2015	2016
	-1.23%	18.19%	5.71%	7.53%	8.01%

**EXHIBIT 1B: YTD SALES TAX COLLECTIONS AS OF JUNE 2012-2016**



%CHANGE FROM PRIOR YEAR	2012	2013	2014	2015	2016
	4.62%	11.47%	4.48%	7.17%	3.77%

Exhibit IA & Exhibit IB show the Town of Silverthorne's collections by month and year-to-date (YTD) for the years 2012-2016, with the following results:

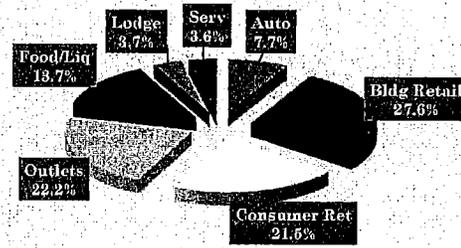
June 2016 sales tax collections increased by \$74,885 or 8.01% over 2015.  
2016 YTD collections increased \$175,662 or 3.77% over 2015 collections.

SALES TAX BY CATEGORY

EXHIBIT IIA: JUNE SALES TAX BY CATEGORY

Category	2015	2016	\$Inc/(Dec)	% Inc/(Dec)
Auto	\$78,123	\$78,079	(\$44)	-0.06%
Bldg Retail	\$244,798	\$278,854	\$34,056	13.91%
Consumer Ret	\$209,262	\$216,633	\$7,371	3.52%
Outlets	\$221,239	\$223,978	\$2,738	1.24%
Food/Liq	\$120,837	\$138,306	\$17,469	14.46%
Lodge	\$22,977	\$36,857	\$13,880	60.41%
Serv	\$37,357	\$36,771	(\$586)	-1.57%
<b>TOTAL</b>	<b>\$934,593</b>	<b>\$1,009,478</b>	<b>\$74,885</b>	<b>8.01%</b>

JUNE 2016 MTD SALES TAX BY CATEGORY



The Outlets category increased \$2,738 or 1.24% when compared with June 2015; YTD is down \$114,433 or minus 9.81%. The results by Phase are as follows:

- ▶ Phase I is up \$2,639 or 3.50%. YTD is down \$9,180 or minus 2.39%.
- ▶ Phase II is up \$1,829 or 1.65%. YTD is down \$58,983 or minus 10.17%.
- ▶ Phase III is down \$1,730 or minus 4.98%. YTD is down \$46,270 or minus 22.86%.

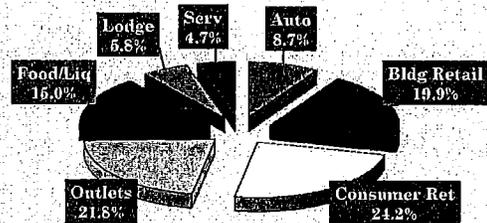
The "Sales Tax by Category" Exhibits IIA & IIB compare the June sales taxes collected by Outlets, Building Retail, Consumer Retail, Food/Liquor, Lodging, Automotive, and Services with the following results:

- ▶ The Building Retail category contributes the highest June collections, or 27.6% and the 3rd highest YTD collections, 19.9%.
- ▶ The Consumer Retail category, June's 2nd largest sales tax category, contributed 21.5%; YTD 24.2%.

EXHIBIT IIB: JUNE YTD SALES TAX

Category	2015	2016	\$Inc/(Dec)	% Inc/(Dec)
Auto	\$380,984	\$422,643	\$41,659	10.93%
Bldg Retail	\$892,238	\$961,803	\$69,565	7.80%
Consumer Ret	\$1,124,271	\$1,169,698	\$45,427	4.04%
Outlets	\$1,166,291	\$1,051,859	(\$114,433)	-9.81%
Food/Liq	\$677,061	\$724,446	\$47,384	7.00%
Lodge	\$195,592	\$278,396	\$82,805	42.34%
Serv	\$223,947	\$227,202	\$3,255	1.45%
<b>TOTAL</b>	<b>\$4,660,384</b>	<b>\$4,836,046</b>	<b>\$175,662</b>	<b>3.77%</b>

JUNE 2016 YTD SALES TAX BY CATEGORY



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

- ▶ The Building Retail category had the highest June dollar increase, \$34,056 or 13.91%; YTD up \$41,703 or 13.77%.
- ▶ The Food/Liquor category had the 2nd highest June dollar increase, \$17,469 or 14.46%; YTD up \$47,384 or 7.00%.
- ▶ The Service category was down \$586 or minus 1.57%; YTD up \$3,255 or 1.45%.

Outlets at Silverthorne (OS):

- ▶ Phase I aka Red Village:  
Fanzz Athletic Sports Apparel is still planning to open a new store next to Eddie Bauer in October.
- ▶ Phase II aka Blue Village:  
X Factor Star and recording artist John Lindahl is capping off the Back to School promotions with a free event on August 21st at 1:00pm in the Nike Courtyard. Gift cards and swag will be tossed to the crowd during the performance. OS partnered with the Town of Silverthorne (TOS) to sponsor this event.

Traffic was at an all time high, increasing 25% for the month of July. The Red and Green Villages experienced the biggest traffic increases. This trend is continuing in August with 5%-10% increases in traffic being recorded. OS are receiving new paint and stain throughout all 3 Villages. Projects include repairing all damaged soffits, repairing and repainting all steel railings, repairing and staining all wood features. Landscaping projects continue as well.

Back to School Campaign began August 1st. New hotel flyer distributions were created in an effort to capture the tourist audience. Spanish sales flyers were distributed to local Latino demographics. On August 20th, OS will be hosting the Model Search 'Rock Your Style' at Castle Rock. This event represents all 3 centers. Labor Day Sidewalk Sales will be held September 2nd-September 6th.

OS will be launching a mall publication, Outlets Insider Magazine, designed to create off-property awareness of the center. TOS and OS teamed up to create this publication which will include ads representing TOS. First issues will launch at the end of September.

**SALES TAX COLLECTIONS: ACTUAL VS BUDGET 2016 YTD**

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

SALES MONTH	2016 BUDGET	2016 ACTUAL	2016 BUDGET	2016 ACTUAL	ACTUAL/AS
	BY MONTH	BY MONTH	YTD	YTD	% OF 2016 BUDGET YTD
JAN	\$769,059	\$766,848	\$769,059	\$766,848	99.71%
FEB	\$768,028	\$763,151	\$1,537,087	\$1,529,999	99.54%
MAR	\$996,304	\$984,257	\$2,533,391	\$2,514,256	99.24%
APR	\$684,450	\$646,245	\$3,217,841	\$3,160,502	98.22%
MAY	\$631,328	\$666,067	\$3,849,169	\$3,826,569	99.41%
JUNE	\$893,504	\$1,009,478	\$4,742,673	\$4,836,047	101.97%
JULY	\$978,121		\$5,720,794		0.00%
AUG	\$937,212		\$6,658,006		0.00%
SEPT	\$926,204		\$7,584,210		0.00%
OCT	\$729,165		\$8,313,374		0.00%
NOV	\$790,155		\$9,103,529		0.00%
DEC	\$1,141,065		\$10,244,594		0.00%

► The budget numbers are based on a 0.7% increase from 2015 sales tax revenues of \$10,173,746

**LODGING TAX COLLECTIONS: 2013-2016 COMPARISONS**

**EXHIBIT IV-LODGING TAX TABLE**

LODGING TAXES	2013	2012/2013	2014	2013/2014	2015	2014/2015	2016	2015/2016	2015/2016
	Amount Collected	% Change	Amount Collected	% Change	Amount Collected	% Change	Amount Collected	\$ Change	% Change
Jan	14,022	14.2%	17,109	22.0%	20,089	17.4%	28,351	8,261	41.1%
Feb	14,652	7.2%	17,751	21.2%	20,859	17.5%	30,836	9,977	47.8%
Mar	23,772	8.3%	28,315	19.1%	31,748	12.1%	41,922	10,174	32.0%
Apr	6,758	32.0%	7,504	11.0%	8,628	15.0%	12,404	3,776	43.8%
May	4,915	-5.8%	5,737	16.7%	5,790	0.9%	9,728	3,938	68.0%
June	9,524	3.6%	9,792	2.8%	12,041	23.0%	17,220	5,179	43.0%
July	12,655	8.0%	14,841	17.3%	18,070	21.8%			0.0%
Aug	12,251	11.6%	13,611	11.1%	14,213	4.4%			0.0%
Sept	10,613	9.7%	11,651	9.8%	12,943	11.1%			0.0%
Oct	6,134	4.8%	6,928	13.0%	7,630	10.1%			0.0%
Nov	6,841	15.0%	6,918	1.1%	6,400	-7.5%			0.0%
Dec	19,283	26.4%	20,436	6.0%	29,310	43.4%			0.0%
TOTAL	141,419	11.5%	160,594	13.6%	187,720	16.9%	140,461	41,307	41.7%

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

**EXCISE TAX COLLECTIONS: 2013-2016 COMPARISONS**

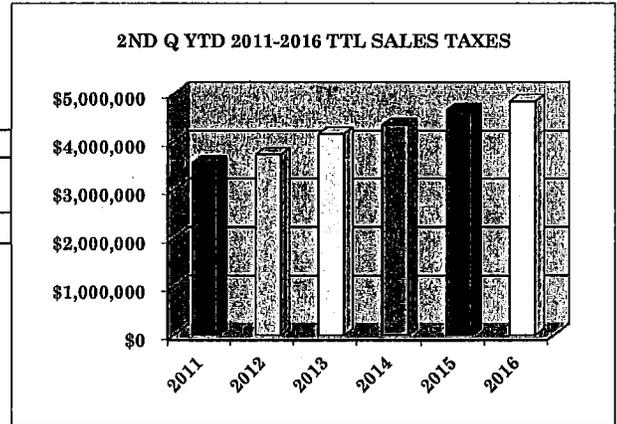
**EXHIBIT V-EXCISE TAX TABLE**

EXCISE TAXES	2013	2012/2013	2014	2013/2014	2015	2014/2015	2016	2015/2016	2015/2016	2016	2016	2016
	Amount Collected	% Change	Amount Collected	% Change	Amount Collected	% Change	Amount Collected	\$ Change	% Change	Total Sq. Footage	New Res	New Res
Jan	0	-100.0%	15,944		6,920	-56.6%	17,008	10,088	145.8%	8,504	1	5
Feb	10,824	-19.8%	6,514	-39.8%	11,372	74.6%	32,962	21,590	189.9%	16,481	2	4
Mar	209,452		0	-100.0%	26,374		67,572	41,198	156.2%	33,786	4	9
Apr	20,856	16.9%	0	-100.0%	34,116		184,482	150,366	440.7%	92,241	6	25
May	42,286	-2.0%	38,256	-9.5%	21,232	-44.5%	56,990	35,758	168.4%	28,495	2	8
June	18,840	428.3%	8,880	-52.9%	28,290	218.6%	77,074	48,784	172.4%	38,537	3	10
July	32,024	322.5%	39,868	24.5%	61,442	54.1%	26,156	(35,286)	-57.4%	13,078	7	4
Aug	16,056	-13.8%	17,974	11.9%	54,962	205.8%			0.0%	0	6	
Sept	22,836		37,890	65.9%	33,968	-10.4%			0.0%	0	4	
Oct	12,412	80.1%	30,636	146.8%	26,912	-12.2%			0.0%	0	3	
Nov	10,896		6,668	-38.8%	37,426	461.3%			0.0%	0	5	
Dec	12,854	25.1%	28,702	123.3%	7,424	-74.1%			0.0%	0	1	
TOTAL	409,336	217.1%	231,332	-43.5%	350,438	51.5%	462,244	272,498	212.4%	231,122	44	65

**2ND QUARTER YTD TOTAL SALES TAXES AND  
SALES TAXES BY CATEGORY**

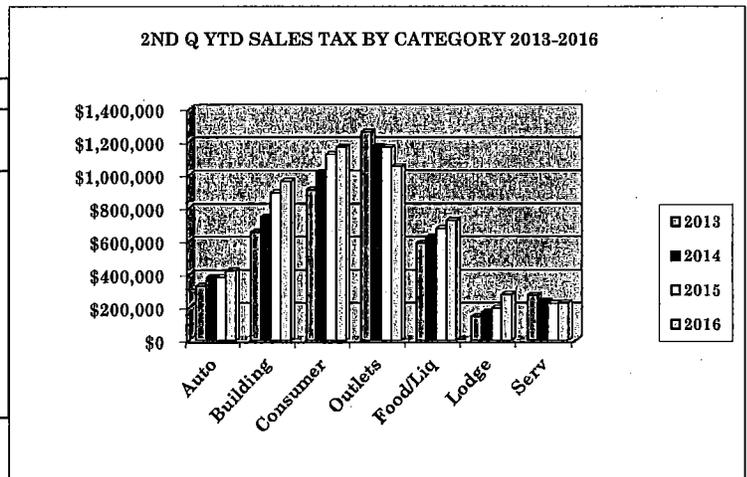
**2ND Q YTD 2011-2016 TOTAL SALES TAXES**

2011	2012	2013	2014	2015	2016
\$3,569,159	\$3,734,179	\$4,162,329	\$4,348,737	\$4,660,384	\$4,836,046



**2ND Q YTD SALES TAX BY CATEGORY 2013-2016**

Category	2013	2014	2015	2016
Auto	\$330,262	\$378,468	\$380,984	\$422,643
Building	\$654,409	\$745,861	\$892,238	\$961,803
Consumer	\$910,119	\$1,015,040	\$1,124,271	\$1,169,698
Outlets	\$1,260,423	\$1,171,543	\$1,166,291	\$1,051,859
Food/Liq	\$587,316	\$626,870	\$677,061	\$724,446
Lodge	\$144,668	\$170,979	\$195,592	\$278,396
Serv	\$275,132	\$239,977	\$223,947	\$227,202
<b>TOTAL</b>	<b>\$4,162,329</b>	<b>\$4,348,737</b>	<b>\$4,660,384</b>	<b>\$4,836,046</b>



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