

**TOWN OF DILLON  
TOWN COUNCIL**

**REGULAR MEETING**



**Town Hall Council Chambers  
7:00 p.m.  
Tuesday, February 2, 2016**

**AGENDA**

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Consent Agenda
  - a. Minutes of Regular Meeting of January 19, 2016
  - b. Approval of Bill List and Payroll Ledger
  - c. Excused Absence for Council Member Skowyra and Council Member Westerberg for January 19, 2016 Town Council Meeting
  - d. Consideration of Approval to Waive Fees for the Lake Dillon Arts Festival
4. Citizen Comments
5. Consideration of Resolution No. 02-16, Series of 2016  
Continuation of Public Hearing from January 5, 2016 Town Council Meeting

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, APPROVING A LEVEL IV DEVELOPMENT APPLICATION FOR A PLANNED UNIT DEVELOPMENT LOCATED AT 240 LAKE DILLON DRIVE, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.

6. Consideration of Resolution No. 03-16, Series of 2016  
Continuation of Public Hearing from January 5, 2016 Town Council Meeting

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, APPROVING A LEVEL III DEVELOPMENT APPLICATION FOR A CONDITIONAL USE PERMIT TO ALLOW A RESIDENTIAL USE ON THE GROUND FLOOR OF THE PROPOSED DILLON GATEWAY PLANNED UNIT DEVELOPMENT LOCATED AT 240 LAKE DILLON DRIVE, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.

Town of Dillon  
275 Lake Dillon Drive  
Post Office Box 8  
Dillon, CO 80435

970.468.2403  
Fax 970.262.3410

7. Consideration of Ordinance 02-16, Series of 2016  
First Reading

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 6, "BUSINESS LICENSES AND REGULATIONS," ARTICLE I, "ALCOHOLIC BEVERAGES," SECTION 6-1-60, "OPTIONAL PREMISES" OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO TO ALLOW FOR STAND-ALONE OPTIONAL PREMISE LIQUOR LICENSES; AND, SETTING FORTH DETAILS IN RELATION THERETO.

8. Consideration of Emergency Ordinance 03-16, Series of 2016

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 2, "ADMINISTRATION AND PERSONNEL," ARTICLE I, "ELECTIONS," SECTION 2-1-20, "CANCELLATION OF ELECTION," OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO; SETTING FORTH DETAILS IN RELATION THERETO; AND, DECLARING AN EMERGENCY THEREFORE.

9. Consideration of Resolution No. 12-16, Series of 2016

A RESOLUTION OF THE TOWN OF DILLON REPEALING A TABOR ELECTION ON APRIL 5, 2016, AND SETTING FORTH OTHER DETAILS RELATING THERETO.

10. Consideration of Resolution No. 13-16, Series of 2016

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, DECLARING THE CANCELLATION OF THE REGULAR MUNICIPAL ELECTION AND DETERMINING THE TERMS OF THE TOWN COUNCIL FOR THE TOWN DILLON

11. Town Manager's Report
12. Mayor's Report
13. EXECUTIVE SESSION for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), specifically to discuss negotiations regarding potential economic development within the Town.
14. Adjournment

**TOWN OF DILLON  
TOWN COUNCIL  
REGULAR MEETING**  
Tuesday, January 19, 2016  
7:00 p.m.  
Dillon Town Hall

**CALL TO ORDER & ROLL CALL**

A regular meeting of the Town Council of the Town of Dillon, Colorado, was held on Tuesday, January 19, 2016, at the Dillon Town Hall. Mayor Burns called the meeting to order at 7:00 p.m. and the following Council Members answered roll call: Jen Barchers, Brad Bailey, Ben Raitano, and Mark Nickel. Council Member Louis Skowyra and Council Member Tim Westerberg were absent (excused). Staff members present were: Kerstin Anderson, Marketing and Communications Director; Dan Burroughs, Town Engineer; Mark Heminghaus, Police Chief; Carri McDonnell, Finance Director; Scott O'Brien, Public Works Director; and Jo-Anne Tyson, Town Clerk.

**APPROVAL OF AGENDA**

There being no changes to the agenda, it will stand approved as presented.

**APPROVAL OF CONSENT AGENDA**

Council Member Raitano moved to approve the following consent agenda:

- a. Minutes of the Regular Meeting held January 5, 2016
- b. Approval of Bill List dated January 15, 2016 in the amount of \$263,066.20; and Payroll Ledger dated January 15, 2016 in the amount of \$84,275.09.
- c. Excused Absences for Council Members Westerberg and Barchers for January 5, 2016 Town Council Meeting.
- d. Consideration of Resolution 08-16, Series of 2016

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON,  
COLORADO, MAKING AN APPOINTMENT TO THE PLANNING AND  
ZONING COMMISSION.

- e. Consideration of Resolution 09-16, Series of 2016

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON,  
COLORADO, MAKING APPOINTMENTS TO THE PARKS AND  
RECREATION COMMITTEE.

Council Member Nickel seconded the motion which passed unanimously upon roll call vote.

**CITIZEN COMMENTS**

There were no citizen comments.

**PRAC UPDATE**

Chairperson Jennifer Cassell updated Council on Dillon's Park and Recreation Committee's recent achievements. Ms. Cassell stated that the committee has been working on the Dillon Town Park Phase I Design with the developer which includes the multi-use athletic field, playground, and overall site design. There will be an Open House at Dillon Town Hall, Council Chambers on Thursday, January 28, 2016, 5:30 – 7:30 p.m. to solicit input on these items from the public. Ms. Cassell stated that the final design is expected in June and will consist of better utilization of space for both winter and summer activities. She also distributed a 2016 DPRAC Work Plan and highlighted some of the Committee's upcoming events, recreational and promotional opportunities. Ms. Cassell thanked Council for their continued support and funding for park signage.

**CONSIDERATION OF RESOLUTION 10-16, SERIES OF 2016**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES FOR THE APRIL 5, 2016 TOWN OF DILLON MUNICIPAL ELECTION.**

Town Clerk Jo-Anne Tyson reported that State of Colorado Municipal Election Law, Title 31, 31-10-401 states that the Designated Election Officer shall appoint judges of an election. Each judge shall be a Colorado registered elector and shall be at least eighteen years of age. Per 31-10-402. Number of Judges, the Designated Election Officer shall appoint at least three judges of election and such additional judges as deemed necessary. Ms. Tyson reported that historically, the Town of Dillon has found it sufficient abiding by the prescribed number of judges as outlined in 31-10-402 and recommends appointing three election judges for the upcoming municipal election on April 5, 2016.

Council Member Raitano moved to approve Resolution No. 10-16, Series of 2016.  
Council Member Bailey seconded the motion which passed unanimously upon roll call vote.

**CONSIDERATION OF RESOLUTION NO. 11-16, SERIES OF 2016**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, APPROVING THE COMPENSATION FOR THE ELECTION JUDGES FOR THE APRIL 5, 2016 TOWN OF DILLON MUNICIPAL ELECTION.**

Ms. Tyson reported that approval of this resolution allows each election judge serving at the April 5, 2016 election to receive as full compensation for their services the sum of one hundred fifty dollars (\$150.00). The supply judge shall receive an additional ten dollars (\$10.00) for returning the election supplies, election equipment, and the ballots to the designated election official. She stated that this is the same amount judges were paid for the 2014 municipal election.

Council Member Raitano moved to approve Resolution No. 11-16, Series of 2016.  
Council Member Barchers seconded the motion which passed unanimously upon roll call vote.



## **TOWN MANAGER REPORT:**

Town Manager Tom Breslin reviewed several items including:

- Manager Breslin attended an Amphitheatre Master Plan meeting with staff in Denver where they were shown preliminary plans of the renovation project.
- He met with the Gateway PUD applicant with the objective to help provide clarity and assistance through the process.
- He stated that logistics with the Triathlon are getting worked out. The County has granted approval for use of the road to Montezuma for the event.
- He met with the Assistant County Manager regarding recycling. He stated that over the holidays, there was a great deal of recycling accumulated in and around the Town Hall recycling trailer. Mr. Breslin stated that both the Frisco and Breckenridge Recycling Centers are managed by the County and Silverthorne's is managed through Waste Management. He is working with the County on County-wide recycling efforts.
- Colorado Mountain College has a meeting on Thursday, January 21, 2016 to discuss final plans of their future campus. Mr. Breslin expects to hear of their decision on Friday, January 22, 2016.
- He updated Council on the potential of a satellite college campus in Dillon.
- Mr. Breslin gave a CD copy of the January 5, 2016 Dillon Town Council meeting to Council Member Barchers so she may listen to the recording prior to the February 2, 2016 Town Council meeting.

## **MAYOR'S REPORT**

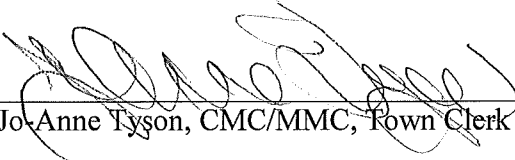
Mayor Burns reported:

- He attended his last I-70 Coalition meeting. Town Manager Tom Breslin will be the Town of Dillon representative in the future. He reported that CDOT is pleased with the usage and operations of the I-70 Mountain Express Lane. He updated Council on smart technology usage in vehicles. In 2017, all cars will be manufactured with transmitters to assist with traffic mitigation. Older vehicles may be retro-fit with this technology as well. There may be an upcoming state-wide ballot question regarding federal money for mass transit ridership. He was unsure as to what form it will take whether it will be through sales tax or gas tax. Pending survey results will determine the outcome.

## **ADJOURNMENT**

There being no further business, Mayor Burns declared the meeting adjourned at 7:26 p.m.

Respectfully submitted by:



Jo Anne Tyson, CMC/MMC, Town Clerk

## Report Criteria:

Detail report.

Invoice detail records above \$ included.

Paid and unpaid invoices included.

Invoice Detail.GL Account = 10100100-91990000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3041	SINK COMBS DETHLEFS	1514.01-3	professionalservices through Dec.	12/30/2015	30,352.78	.00	
2674	Browns Hill Engineering	10848	new water tank CL analyzer	01/20/2016	10,270.00	.00	
237	TOWN OF SILVERTHORNE	321	monthly rate & per ticket amount	01/01/2016	5,041.36	.00	
3128	Ceres Plus LLC	22187	large tree prune	09/29/2015	3,400.00	.00	
136	HONNEN EQUIPMENT CO	726580	radiator, filler cap	12/30/2015	3,128.83	.00	
156	DANA KEPNER CO	1420940-00	iPerl	01/18/2016	2,122.60	.00	
273	WAGNER EQUIPMENT	4704025	cutting edge	01/12/2016	2,030.85	.00	
3704	The Lincoln National Life Insuranc	020116	acct TOWNOFDILL- BL-1540989	01/30/2016	1,906.44	.00	
957	Henke Manufacturing Corp	5206360	HCD, HSK	01/12/2016	1,701.97	.00	
276	WEAR PARTS & EQUIPMENT C	63151	misc supplies	01/14/2016	1,701.56	.00	
716	COLORADO MOUNTAIN NEWS	100309612311	holiday, december audience intent	12/31/2015	1,649.00	.00	
2743	Ouray Sportswear	177979	marina store	01/18/2016	1,591.62	.00	
2674	Browns Hill Engineering	10849	new tank instrument startup	01/20/2016	1,578.00	.00	
2921	UMB Bank n.a.	360130	fees acct 137083	01/10/2016	1,500.00	.00	
2800	ACORN PETROLEUM INC	752830	fuel	01/14/2016	1,455.58	.00	
136	HONNEN EQUIPMENT CO	729943	cylinder	01/13/2016	1,178.59	.00	
527	CASA OF THE CONTINTNETAL	106	GRANT	01/04/2016	1,000.00	.00	
84	DENVER WATER	296798	Cooperative Stream Gauging '15	01/22/2016	955.63	.00	
3413	Sebastian Madrid	012216	Returned Payroll Check	01/22/2016	898.48	898.48	01/22/2016
2800	ACORN PETROLEUM INC	745541	fuel	01/20/2016	834.59	.00	
3361	TRI COUNTY FIRE PROTECTIO	136870	misc supplies	01/19/2016	797.00	.00	
128	HACH COMPANY	9757878	stablcal ampule kit, spec coror std	01/19/2016	677.77	.00	
3534	Miles Media Group LLLP	104689	2016 CO official St Bacation Guid	12/30/2015	622.88	.00	
3534	Miles Media Group LLLP	104689	2016 CO official St Bacation Guid	12/30/2015	622.88	.00	
3534	Miles Media Group LLLP	104689	2016 CO official St Bacation Guid	12/30/2015	622.88	.00	
3534	Miles Media Group LLLP	104689	2016 CO official St Bacation Guid	12/30/2015	622.88	.00	
2800	ACORN PETROLEUM INC	752011	fuel	01/08/2016	616.01	.00	
2776	Vision Internet Providers Inc	31903	web hosting 010116-013116	01/14/2016	600.00	.00	
3864	LifeMed Safety, Inc	16-0115	Philips Hearstart FR2 infant/child	01/15/2016	594.00	.00	
136	HONNEN EQUIPMENT CO	731227	flite eleme, oil filter	01/19/2016	511.31	.00	
243	SUMMIT HISTORICAL SOCIETY	012216	2016 grant	01/22/2016	500.00	.00	
3865	NorthWest Colorado Center Indep	01.21.2016	2016 grant	01/21/2016	500.00	.00	
716	COLORADO MOUNTAIN NEWS	100309612311	holiday, december audience intent	12/31/2015	499.50	.00	
716	COLORADO MOUNTAIN NEWS	100309612311	holiday, december audience intent	12/31/2015	499.40	.00	
60	COLORADO DISTRIBUTING	47173	electrode, nozzle, shield, welding	01/21/2016	429.20	.00	
3767	Letter H Studio	DIL_11_30_15	holiday campaign	11/30/2015	425.42	.00	
3672	Whitehall's Alpine BG	2001182	engine performance restoration,	01/18/2016	398.50	.00	
276	WEAR PARTS & EQUIPMENT C	617391	GE3/4x8x24MT3/3/4"	01/11/2016	390.88	.00	
53	COLORADO BUREAU INVESTIG	160600028	blood alcohol, drug panel DP15-39	01/06/2016	330.00	.00	
204	PEAK PERFORMANCE COPIER	46679	AGREEMENT FOR SAVIN c2525	01/13/2016	328.80	.00	
276	WEAR PARTS & EQUIPMENT C	63496	misc supplies	01/14/2016	320.50	.00	
2692	Gilsbar Inc	011916	Group A2575	01/19/2016	310.00	.00	
273	WAGNER EQUIPMENT	4717840	filters, oil sample, coolant basi	01/19/2016	304.32	.00	
1419	Vision Care Direct	20702012016	group ID 207	01/25/2016	282.34	.00	
199	BRP US INC	3697462	bossweb service charg	12/25/2015	270.00	.00	
1205	Comcast - 34744	011516	8497 50 570 0330401	01/15/2016	254.85	.00	
1523	Shannon Jakoby	012116	Hotel IMBC conference	01/21/2016	251.00	251.00	01/26/2016
71	CPC Solutions	194522	business card	01/15/2016	249.40	.00	
123	GRAINGER INC	9932176853	misc supplies	01/06/2016	230.92	.00	
101	ROBERT EVANS	011916	per diem of FMBC Conf	01/19/2016	223.00	223.00	01/20/2016
266	USA BLUE BOOK	845375	bio block	01/13/2016	222.94	.00	
3541	LegalShield	011516	Group 0142906	01/15/2016	211.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3281	KYSL-FM	2605-1	festival of lights	12/31/2015	180.00	.00	
128	HACH COMPANY	9761080	spec color std kit fluoride	01/21/2016	166.00	.00	
1523	Shannon Jakoby	012516	PER Dlem IMBC 1/27-1/30/16	01/25/2016	161.00	161.00	01/26/2016
128	HACH COMPANY	9748662	kto ph buffer solution kit	01/13/2016	153.45	.00	
128	HACH COMPANY	9748662	kto ph buffer solution kit	01/13/2016	151.63	.00	
386	FORCE AMERICA	1017903	Glass Filterelement, gage, Interno	01/13/2016	131.40	.00	
3181	Colorado Analytical Lab, Inc.	160106012	TOTAL COLIFORM	01/13/2016	129.10	.00	
273	WAGNER EQUIPMENT	1850809	lamp gp head	01/08/2016	128.73	.00	
2674	Browns Hill Engineering	10854	service work 1/11-1/15/2016	01/22/2016	125.00	.00	
3514	Office Stuff Inc	0105637-001	REPORT COVERS FILE JACKET	01/13/2016	113.24	.00	
3409	Texas Child Support SDU	012216	00105116162005ag5778	01/22/2016	110.77	110.77	01/22/2016
2743	Ouray Sportswear	178144	marina store	01/21/2016	105.00	.00	
930	United Reprographic Supply Inc	75200	contract & overage	01/14/2016	101.12	.00	
1120	Power Service Inc	7000002708	kit service thermostatic valve	01/18/2016	84.96	.00	
44	CIRSA	151542	vehicle change in 4th quarter	01/20/2016	83.00	.00	
2970	Adamson Police Products	200401	performance polo navy ls med, pa	01/11/2016	82.00	.00	
273	WAGNER EQUIPMENT	4710388	coupling	01/14/2016	74.16	.00	
444	Century Link	970513653471	970 513 6534 719	01/07/2016	72.93	.00	
3512	Rocky Mnt Instrumental	48226	blood test Case DP 16-0002	01/18/2016	70.00	.00	
123	GRAINGER INC	9938281772	TEE SLIP SOCKET PVC, PVC B	01/13/2016	50.54	.00	
59	COLONIAL LIFE & ACCIDENT	012216	E7450976	01/22/2016	44.92	.00	
59	COLONIAL LIFE & ACCIDENT	7450976-0201	E 7450976	01/22/2016	44.92	.00	
136	HONNEN EQUIPMENT CO	730385	bushing , pin	01/14/2016	43.11	.00	
227	SANDERS TRUE VALUE	171371	clr rein hose	12/29/2015	36.64	.00	
227	SANDERS TRUE VALUE	171343	pvc thrd union, mip red adapter, p	12/28/2015	33.80	.00	
227	SANDERS TRUE VALUE	171913	propane fuel	01/22/2016	31.54	.00	
227	SANDERS TRUE VALUE	171533	black trash can	01/06/2016	17.99	.00	
3032	Fastenal	24354	#2 phillips insert bit	01/12/2016	15.63	.00	
123	GRAINGER INC	9938281780	COUPLING	01/13/2016	14.37	.00	
94	DPC INDUSTRIES INC	73001031-15	CHLORINE	12/31/2015	12.00	.00	
227	SANDERS TRUE VALUE	171496	gap & Crack foam	01/05/2016	8.49	.00	
227	SANDERS TRUE VALUE	171732	reuse dry fillt disc	01/14/2016	5.49	.00	
227	SANDERS TRUE VALUE	171405	hex bushing	12/30/2015	5.08	.00	
3815	US AutoForce	0164705	finance charges acct fees	12/31/2015	2.82	.00	
227	SANDERS TRUE VALUE	171349	fem adapter	12/28/2015	1.58	.00	
136	HONNEN EQUIPMENT CO	731186	bushing	01/19/2016	85.70-	.00	
2743	Ouray Sportswear	013335	credit issued Invoice 177979	01/20/2016	105.00-	.00	
Grand Totals:					90,419.47	1,644.25	

.....Approved \_\_\_\_\_ Dated \_\_\_/\_\_\_/\_\_\_

TOWN OF DILLON  
PAYROLL LEDGER  
1/31/2016

**Payroll 1/22/16**

Administration	\$	18,258.69
Council	\$	-
Planning/Engineering	\$	6,337.40
Police	\$	25,731.89
Public Works	\$	16,752.56
Buildings/Parks	\$	6,217.29
Street Improvement	\$	-
Water	\$	8,412.09
Sewer	\$	2,149.29
Marina	\$	<u>7,661.76</u>

**Total Gross Payroll** \$ 91,520.97

Less: Payroll Taxes \$ (17,874.31)

Less: Misc. Deductions \$ (15,878.70)

**Net Payroll** \$ 57,767.96

**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
February 2, 2016 COUNCIL MEETING**

**DATE:** January 29, 2016

**AGENDA ITEM NUMBER:** 3d

**ACTION TO BE CONSIDERED:** Waiving Events Fee for Lake Dillon Arts Festival

**SUMMARY:** The Lake Dillon Arts Festival is a 3<sup>rd</sup> party event that brings value to the Dillon Summer Events line-up. The three day festival is typically located on Village Place and the parking lot adjacent to Schroeder Ave. In an effort to alleviate access issues at existing businesses over the festival dates, we have asked the event promoter to move the arts festival to a new location in front of Town Hall.

Relocating a long standing event has the potential to be negatively impactful on vendor participation. Staff recommends that we waive the events fee so that the event promoter may reinvest those resources into advertising for the event.

Date: July 15, 16, 17

**BUDGET IMPACT:** There is no budget impact in 2016.

**STAFF RECOMMENDATION:** Staff recommends approval of waiving the fee.

**MOTION, SECOND AND ROLL CALL VOTE FOR APPROVAL**

Motions require the affirmative vote of a majority of the members present.

**DEPARTMENT HEAD RESPONSIBLE:** Kerstin Anderson



# Memorandum

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**DATE:** January 29, 2016  
**To:** Mayor Kevin Burns and the Dillon Town Council  
**FROM:** Dan Burroughs, PE – Town Engineer  
**RE:** **Dillon Gateway Project Review** at Town Council (Continued from Jan. 5, 2016)  
TOWN COUNCIL Feb. 2<sup>nd</sup>, 2016 AGENDA ITEMS 5 and 6  
**Town Council Resolution 02-16**, Series of 2016, Planned Unit Development  
**Town Council Resolution 03-16**, Series of 2016, Conditional Use Permit

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Previously, the Town Council opened public hearings for the two resolutions which would approve the Dillon Gateway project located at 240 Lake Dillon Drive. This property is zoned Core Area (CA) and is currently the Adriano's restaurant located at the northwest corner of Lake Dillon Drive and West Buffalo Street.

Both resolutions 02-16 and 03-16, Series of 2016, were continued to the February 2, 2016 Town Council meeting in order for the applicant to provide more information about the actual workforce housing proposal.

The applicant has provided the formal proposal for the workforce housing as attached in his letter dated January 24, 2016.

I have also attached Ivano Ottoborgo's Jan. 9, 2016 email to Jennifer Kermode at the Summit Combined Housing Authority; and Ms. Kermode's response in her Jan. 12, 2016 email.



Ivano Ottoborgo

January 24, 2016

Proposal for Dillon Gateway Project

To: Dillon Town Council

The following is my revised proposal to the Dillon Town Council in regards to the Dillon Gateway Development Project.


- 17 units will consist of workforce housing defined as: Housing that is never to be sold, and is only available to rent by individuals who work within Summit County 30 hours or more per week, which must be proven. They will be long term rentals only, meaning 6 months or greater. 14 of the units will be set at market rate and have no ties with AMI
- 3 units of the 17 will be available to rent as workforce housing as defined above.
  - A Single, 1 bedroom unit for rent at 80% AMI
  - A Single, 1 bedroom unit for rent at 70% AMI
  - A Single, 2 bedroom unit for rent at 70% AMI

Thank you all very much,

Ivano Ottoborgo

Principle Developer

X

A handwritten signature in black ink, appearing to read 'Ivano Ottoborgo', is written over a solid black horizontal line. The signature is fluid and cursive, extending across the width of the page.

**From:** Jennifer Kermode [<mailto:jenniferk@summithousing.us>]

**Sent:** Tuesday, January 12, 2016 4:59 PM

**To:** gina ottoborgo <[igadc@msn.com](mailto:igadc@msn.com)>

**Cc:** Tom Breslin <[tombreslin@townofdillon.com](mailto:tombreslin@townofdillon.com)>

**Subject:** RE: Dillon Gateway Project

Hi Ivano,

My apologies for the delay in responding, but I've had nothing but meetings all week!

I think what you've outlined below is just fine for the Town to understand what you want to do. I would recommend letting them know that you will protect these units as affordable workforce housing units by using a restrictive covenant that:

1. Identifies which unit specifically will be restricted to be affordable to households earning at or below 80% AMI, and which will be restricted at or below 70% AMI, as well as carrying an employment requirement of working for a business located in and serving the county a minimum of 30 hours per week on an annual basis. "Affordable" means rental rates that, including utilities, do not exceed 30% of the income at those AMI levels.
2. Identifies all other units that will carry an employment requirement of working for a business located in and serving the county a minimum of 30 hours per week on an annual basis.
3. Protects them in perpetuity.

We are aware that some lenders carefully scrutinize restrictive covenants, and the most unpalatable sections are only those that address limitations on appreciation and that require more than one entity receiving notice in the event of a foreclosure filing, not on the occupancy or rental terms. There have been instances where the restrictive language is contained within the PUD instead of a covenant, but that can prove very problematic down the road.

The Housing Authority has no requirements or regulations that we can impose on a developer – all of that is done through the specific jurisdiction where the development is occurring. Generally we are contacted early in the process when an affordable housing component is included in a proposal to offer advice and suggestions on best practices.

I certainly do support your proposal relative to the restricted apartments! Please let me know if I can answer any additional questions.

*Jennifer K.*

*Executive Director*

*Summit Combined Housing Authority*

*970.423.7043*



**From:** gina ottoborgo [mailto:[igadc@msn.com](mailto:igadc@msn.com)]  
**Sent:** Saturday, January 09, 2016 1:29 PM  
**To:** [jenniferk@summithousing.us](mailto:jenniferk@summithousing.us)  
**Subject:** FW: Dillon Gateway Project

Dear Ms. Kermode,

As we have discussed, your support for what has been proposed in regards to the Gateway Development Project located on 240 Lake Dillon Drive is incredibly important, both to myself the developer as well as the town. The need for additional housing within the county is clear, what is not quite as clear is the exact meaning behind “workforce housing” that I had incorporated into the Gateway Development. As such, a fresh and clear proposal will be brought to the town at the upcoming council meeting and your support truly means a great deal. The following is what will be outlined within the new proposal:

3 Units that will be Rented below market value  
1 Unit will be for rent at 80% market value  
2 units will be rented at 70% market value  
14 units will be rented at market value, in perpetuity and will be made available exclusively to those people who work, 30 hours or more, within the county.

If you could provide some clarity as to the role of the Summit Housing Authority and the requirements, if any, that they can impose on a developer. Also, if there is any definition of “workforce housing” and the exact meaning of the term or perhaps a website that I can find the term, that would be greatly appreciated. There has also been a concern that was raised by my partner, that the wording of “deed restriction” considerably increases the difficulty of financing. The goal of these workforce housing units is for them to remain as rentals for long term, we are not aware of another route to take to accomplish this same goal without using a deed restriction. The three units that are below market rate would be deed restricted and if there was another route to take on these units as well, that would be incredibly helpful.

Thank you for your consideration,  
Ivano Ottoborgo



X

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**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
January 5, 2016 TOWN COUNCIL MEETING**

**DATE: December 16, 2016**

**AGENDA ITEM NUMBER: 7**

**ACTION TO BE CONSIDERED:**

**Consideration of Resolution No. 02-16, Series of 2016;** A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, APPROVING A LEVEL IV DEVELOPMENT APPLICATION FOR A PLANNED UNIT DEVELOPMENT LOCATED AT 240 LAKE DILLON DRIVE, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.  
**PUBLIC HEARING**

**SUMMARY:**

The Town of Dillon has received a development application for a mixed use Planned Unit Development (PUD) to replace the Adriano's restaurant at 240 Lake Dillon Drive. The development will provide 65 residential units, of which 17 will be dedicated as apartment rental units for workforce housing, and the rest will be sold as condominiums. The main street level will contain a restaurant and two commercial units facing Lake Dillon Drive.

The applicant has decided to use the PUD process to request the following deviations from the Town Code:

1) **Building Height.** The Developer has requested a 60' allowable building height instead of the 50' allowed by Town Code for buildings within the Core Area Zone District.

2) **Parking Design Considerations.** The Developer has requested the following parking design considerations through the PUD process:

a) The Town Code allows for a 20' ramp width for the parking garage access ramp to the main level parking located on the west side of the lot, in conjunction with a PUD. The reduced width will help accommodate a wall and vehicular guardrail along the west property line and accommodate existing utilities within the existing utility easement. The Developer may have to relocate utilities within the ramp and dedicated revised utility easements when the final plans are completed.

b) Parking Garage Ramp grade in excess of 10%. The Town Code allows for steeper parking garage ramp grades in conjunction with a PUD, with the condition that they don't exceed 20% grade and are heated.

c) Compact Parking Spaces: The Town Code allows for compact parking spaces in conjunction with a PUD. In this case the applicant has asked for 15 parking spaces along the north side of the building that will have a 16' length instead of an 18' length. The 15 compact parking spaces represent 12.3% of the provided 122 residential parking spaces provided.

d) Backing into the 40' ROW. Through the PUD process, the Town Code allows vehicles to back into a dead end Town Right-of-way, which is the situation for the 40' unnamed right-of-way along the north side of the property. Town staff has evaluated the amount of traffic on the 40' ROW and has made the determination that the speeds are very low on this stretch of ROW and the volume is extremely low, which will

allow these cars to back out into the 40' ROW safely. There is also an additional 18' of area between the property line and the edge of asphalt so that once a car backs into the ROW, it will have clear views in the west and east directions to see approaching vehicles prior to proceeding with the backing up movement into the 24' wide asphalt street.

3) **Signage Allowances.** The developer has asked for the project signage as follows:

- a) The Dillon Gateway Planned Unit Development shall be allowed one (1) Building Identification sign along the Lake Dillon Drive side of the building that shall not exceed forty (40) square feet.
- b) The Dillon Gateway Planned Unit Development shall be allowed one (1) Building Identification sign along the W. Buffalo Street side of the building that shall not exceed one hundred and twenty (120) square feet.
- c) The Dillon Gateway Planned Unit Development shall be allowed one (1) sign for each of the two (2) retail units located along Lake Dillon Drive. Each sign shall not exceed forty (40) square feet. If the developer chooses to divide these two units into three or four units, then the maximum size of each Tenant Sign shall be limited to thirty-two (32) square feet.
- d) The restaurant unit shall be allowed two (2) sixty (60) square foot signs. One sign shall be allowed on the West Buffalo Street side of the restaurant and the other sign shall be allowed on the Lake Dillon Drive side of the restaurant. These signs may be incorporated into an awning design over the restaurant windows.

4) **Landscaping Provisions:** The developer has agreed to provide the landscaping allowances outlined in Section I.A.20.

#### **APPLICATION SUMMARY:**

**Applicant:** Ivano Ottoborgo, the owner of the parcel and a restaurant at 240 Lake Dillon Drive, has submitted a Level IV Development Application for a planned unit development PUD called the Dillon Gateway project.

**Property Location:** 240 Lake Dillon Dr., Dillon, Co.

**Lot, Block:** Lots 1DEF, Block B New Town of Dillon

**Property Size:** 1.05 acres (45,738 sq. ft.)

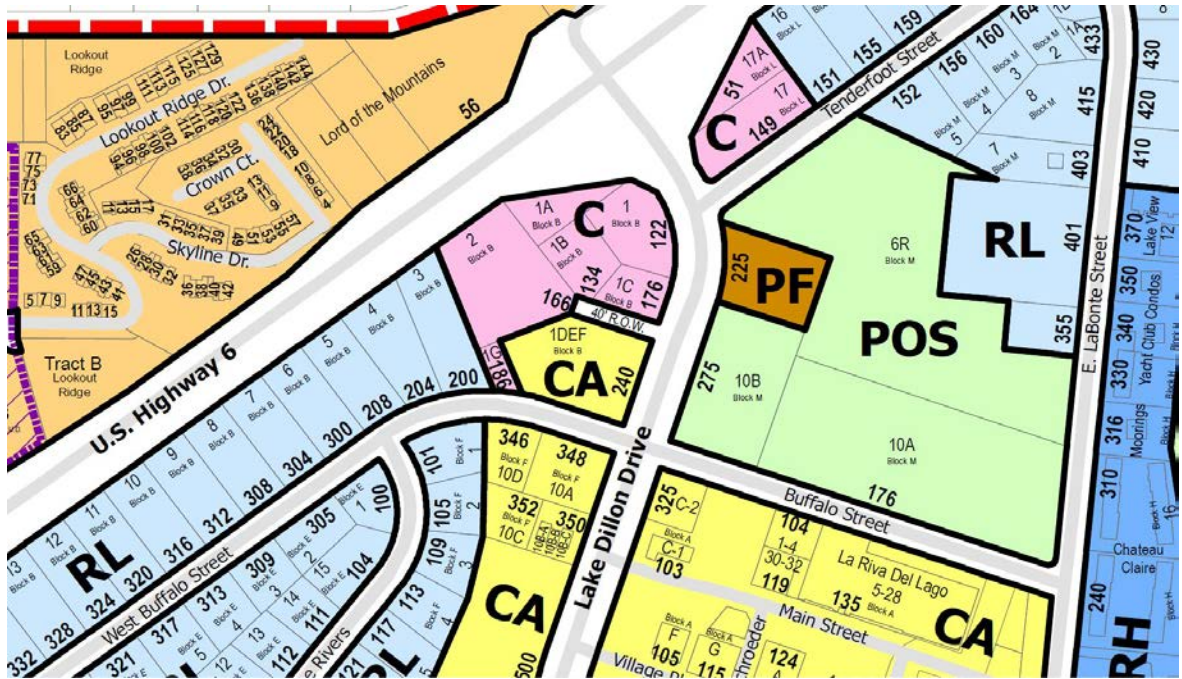
**Existing Zoning:** CA (Core Area)

**Proposed Zoning:** No change proposed.

**Existing Land Use:** Currently the parcel has a mixed use Restaurant called "Adriano's," with outdoor seating and a walkout basement level Residential unit.

**Surrounding Land Use:** North: Old Dillon Town Hall (176 Lake Dillon Drive) with current live theatre, Commercial (C) zoning. East: Lake Dillon Drive and Town of Dillon Town Hall/Police station (275 Lake Dillon Drive), Parks and Open Space (POS) zoning. South: Office uses, Core Area (CA) zoning. West: Utility building (186 West Buffalo Street) Commercial (C) zoning. Residential uses in the Residential Low (RL) zoning district are farther to the west, while Commercial (C), Public

Facilities (PF), Core Area (CA), and Parks and Open Space (POS) uses exist beyond the bounds of immediate neighboring parcels. **Land Uses in the Vicinity of Lot IDEF, Block B**



**Proposed Land Use:**

The proposed project is a mixed use development with both condominium and apartment multi-family residential units on four floors of residential uses (16 units per floor), along with two retail and one restaurant uses on the main level. One additional residential unit is proposed on the main level, and the Core Area zoning requires a Conditional Use permit, which is a concurrent application to be considered under Planning and Zoning Commission Resolution PZ20-15, Series of 2015. Residential Parking will be provided on the ground and lower levels, along the 40' right-of-way on the north side of the building and in the courtyard off of Buffalo Street. Accessible parking for the restaurant will also be provided in the courtyard area.



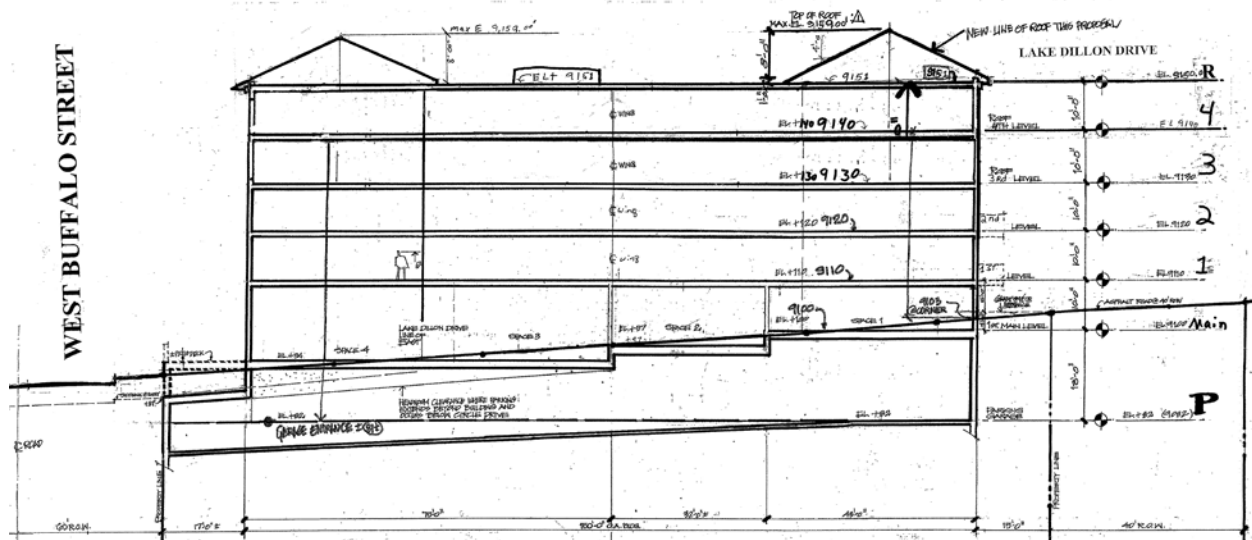
**Aerial View Color Rendering Model Looking Northwest from the Lake Dillon Drive and Buffalo Street Intersection.**

**Proposed Residential Units:**

	<u>Unit</u>			<u>Unit</u>		<u>Unit</u>			<u>Unit</u>
	<u>Number</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Sq. Ft.</u>		<u>Number</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Sq. Ft.</u>
<b>Main</b>	M1	1	2	1080	<b>3rd Floor</b>	301	3	2	1566
						302	2	2	1344
<b>1st floor</b>	101	3	2	1566		303	1	1	952
	102	2	2	1344		304	2	2	1218
	103	1	1	952		305	2	2	1120
	104	2	2	1218		306	1	1	840
	105	2	2	1120		307	3	2	1664
	106	1	1	840		308	2	2	980
	107	3	2	1664		309	1	1	840
	108	2	2	980		310	2	2	1178
	109	1	1	840		311	2	2	1178
	110	2	2	1178		312	1	1	840
	111	2	2	1178		313	3	2	1690
	112	1	1	840		314	2	2	1680
	113	3	2	1690		315	1	1	882
	114	2	2	1680		316	2	2	1148
	115	1	1	882					
	116	2	2	1148	<b>4th Floor</b>	401	3	2	1566
						402	2	2	1344
<b>2nd Floor</b>	201	3	2	1566		403	1	1	952
	202	2	2	1344		404	3	2	1218
	203	1	1	952		405	3	2	1120
	204	2	2	1218		406	1	1	840
	205	2	2	1120		407	3	2	1664
	206	1	1	840		408	2	2	980
	207	3	2	1664		409	1	1	840
	208	2	2	980		410	2	2	1178
	209	1	1	840		411	2	2	1178
	210	2	2	1178		412	1	1	840
	211	2	2	1178		413	3	2	1690
	212	1	1	840		414	2	2	1680
	213	3	2	1690		415	1	1	882
	214	2	2	1680		416	1	1	1148
	215	1	1	882					
	216	2	2	1148	<b>TOTALS</b>	<b>65</b>	<b>122</b>	<b>109</b>	<b>77560</b>
						Total	Bedrooms	Bathrooms	Square
						Units			Footage

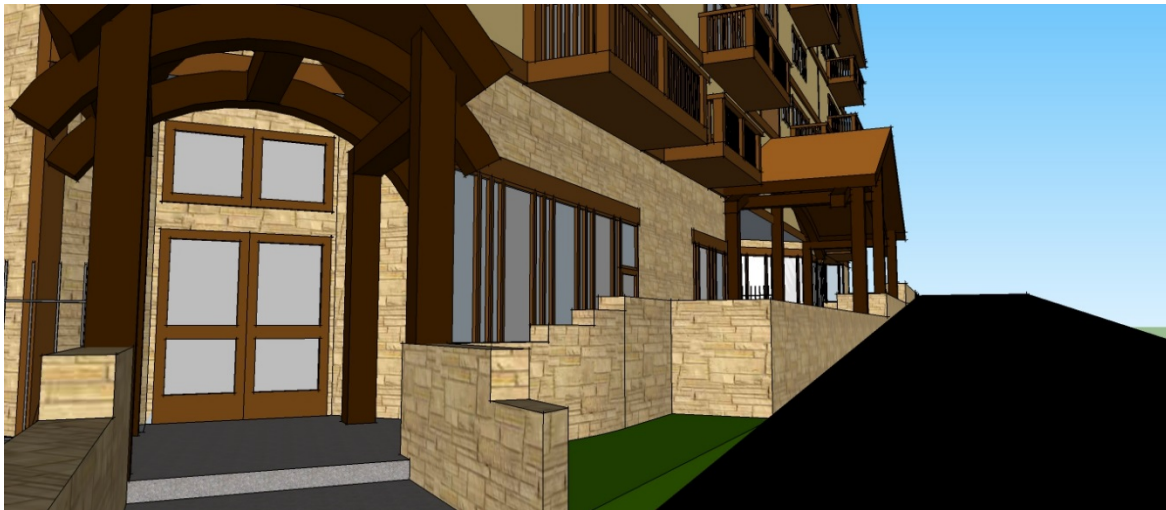
Seventeen (17) of the residential units will be dedicated in perpetuity in the PUD Agreement as rental apartments to ensure that the development provides workforce housing for the Summit County workforce. As to which units will be apartments and which units will be condos has not been determined yet. Once determined, the Developer will enter into an agreement with the Town specifying which units will be permanently dedicated as apartments.





*Proposed Building Section, West Buffalo to the Northern Property Line.*

**Proposed Main Level Restaurant and Retail uses:** The proposed restaurant on the southeastern corner of the building will encompass 4,306 square feet, and the two retail spaces will be 2,568 and 1608 square feet fronting Lake Dillon Drive.



*Perspective northerly view up Lake Dillon Drive in front of the Restaurant.*

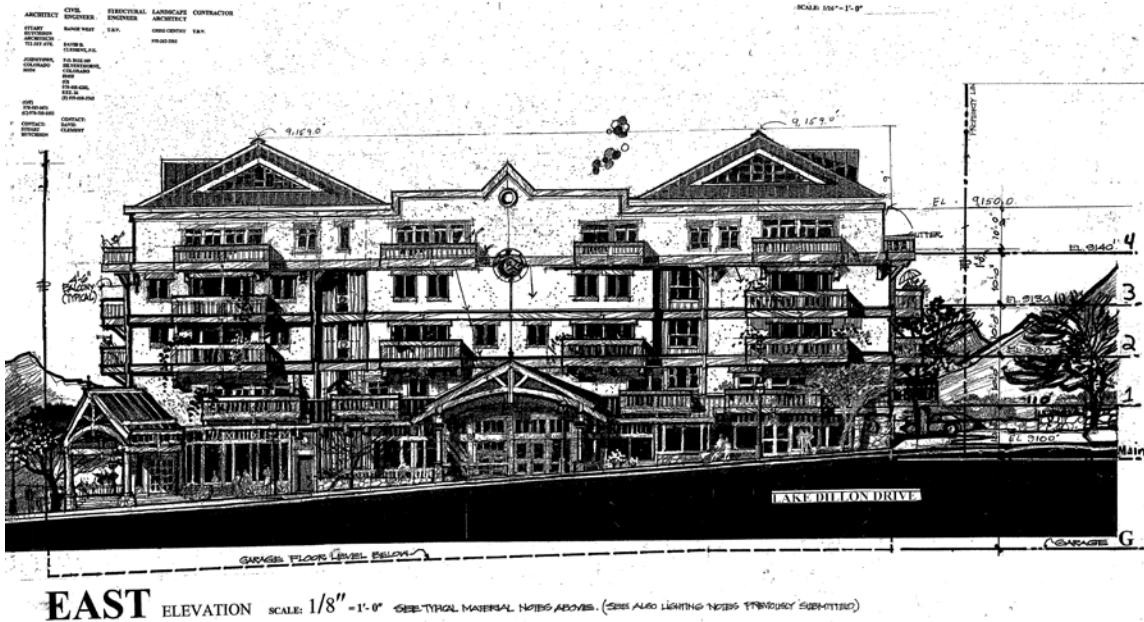
**Concept History:** The project was initially conceived as a mixed use retail and residential building, Alpine Lake Lodge, which varied from the Code in height, density, and parking through the PUD process. **The former project only had two floors of complete residential use, whereas this configuration has four.** Over a couple of years the applicant moved the property through various resolutions and ordinances to consolidate lots, change zoning, and achieve PUD approval and PUD amendment approval. The Planning and Zoning Commission held a public hearing and final review at its June 3, 2009 meeting. Following the hearing, the Commission recommended approval of the final amendment to the Alpine Lake Lodge PUD. Town Council approved the Alpine Lake Lodge PUD on July 7, 2009 following a public hearing during the second reading. The PUD has since expired as building permits were never obtained for the project.



2009 Previously Approved Architectural Design with Three Levels above the Main Level; Eastern Face View (SHA)

**Architectural Style:** The building design is harmonious with the mountain setting of Dillon, using timber covered entrances, stone accents, and a roof broken up with gables and peaks. The restaurant, on the south eastern corner of the building, will have a large patio on the southern side. The building face is broken up with architectural elements including color and material changes, wall alignment breaks, balconies, and timber beam features. The design elements confirm with the Design Guidelines as set forth in Article VIII of Chapter 16 of the Dillon Municipal Code (Sec. 16-8-10).

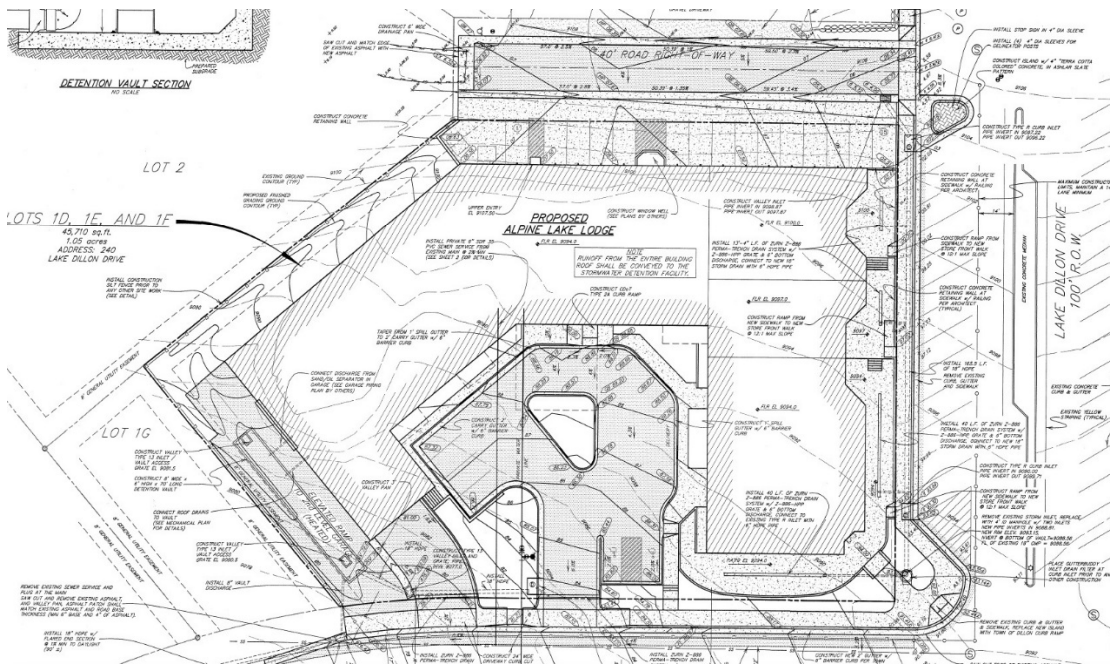
At this time, the final building wall materials have not been determined. A conditions of the PUD agreement, Section I.A.6, requires the developer to come back to the Planning and Zoning commission for final approval of the final material choices and colors.



2015 Proposed Architectural Design with Four Levels above the Main Level

LAKE DILLON DRIVE ELEVATION. Eastern Face View

**Site Configuration:**



**Access:** Automobile access to both the underground and above ground parking garages and the courtyard area are planned off of W. Buffalo Street. Access to the parking area on the northern side of the building is accomplished off of the 40’ Right-of-Way off of Lake Dillon Drive.

**Off Street Parking Requirements (Article VI):**

*Residential:*

Given the 65 residential units, the Town Code requires 119 on-site parking spaces dedicated to the residential use. Per Town Code, all residential parking spaces must be provided onsite. The PUD proposes 122 parking spaces; 101 of which are garaged, 2 are located at the end of the parking garage access ramp on the west side of the project, 15 are located along the 40’ right-of-way on the north side of the building, and 4 additional spaces are provided in the courtyard area off of Buffalo Street. The project is providing an additional 3 residential spaces above what is required by Town Code.

*Retail / Restaurant:*

Based on the following, the restaurant and retail business require 24 parking spaces:

Restaurant: 4,306 SF / 250 SF per Space = 17.2 parking spaces

Retail: 4176 SF / 650 SF per Space = 6.4 spaces

Total Spaces Required: 24

Total Spaces Provided: 2 Accessible Parking Spaces in the courtyard off of Buffalo Street  
Commercial Parking Space Deficiency: 22 Parking Spaces

The Core Area zoning provides a unique opportunity for developers to utilize a portion of the Town owned Town Center parking pool for a fee. In this case the developer is short 22 spaces and has opted to pay the “per deficient space fee” for these spaces, in lieu of providing these spaces onsite. The current fee is \$100 per parking spaces and goes into a fund to be used to construct parking improvements within the Town Center. At the moment the Town is providing 13 diagonal parking



spaces along Lake Dillon Drive adjacent to the proposed development. Additional public spaces are available on Lake Dillon Drive in other locations and throughout the Town Center.

The parking design considerations requested as part of this PUD approval and outlined at the beginning of this staff summary, are an integral component of this proposed development and make meeting the parking requirements possible.

**Compliance with Town Code:**

**Zoning:** Comparison of underlying zone with approved PUD:

<p>CA Zone (Core Area):</p> <p><b>Land Use:</b> hotels, retail, office Multi-family above 1<sup>st</sup> floor</p> <p><b>Minimum Lot Area:</b> na</p> <p><b>Setbacks (Yards):</b> none</p> <p><b>Maximum Lot Coverage:</b> 100%</p> <p><b>Maximum Building Height:</b> 50' + 8'</p>	<p>Gateway PUD:</p> <p>mixed use; residential, retail, restaurant, residential all floors</p> <p>45,710 sq. ft. lot area</p> <p>12' along Lake Dillon Drive (East Side) 17' along 40' R.O.W. (North Side) 26' along west property line 0' along West Buffalo Street (South)</p> <p>approximately 74% (building footprint)</p> <p>60' + 8' (<b>Height Increase requires PUD approval</b>)</p>
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**BUILDING HEIGHT:**

Per the requirements of the Town Code, the maximum allowable elevation of a structure is determined by calculating a base elevation and adding the maximum building height to that elevation.

**Base Elevation:** In this case, the base elevation is 9,091' as determined by the figure on the next page. The base elevation is calculated by taking an average of the lowest and highest existing ground elevations located at the perimeter of the building foundation. In this case the lowest elevation is 9,081.0' (SW Garage corner) and the highest elevation is 9101.0' (NE corner of the building). The average of these two elevations is 9,091'. It is important to note that one of the challenges with developing this site is the more than 20' grade drop from the Northeast corner down to the southwest corner of the lot.

**Maximum Allowed Building Elevation (Core Area Zoning):** Under the underlying Core Area zoning district, the height of a building is limited to 50' plus an additional 8' of uninhabited space which is used for architectural interest. So a total of 58' in height measured from the base elevation. In this case the uninhabited hip roof elements at the corners of the proposed roof plan provide façade articulation which makes the building more attractive.

SO adding 58' to the 9,091' base elevation sets the maximum allowable building elevation at 9,149'

**Maximum Proposed Building Height:** The plans show a building which has a maximum building height of 9,159', as measured to the top of the hipped roof elements shown at the corners of the roof plan. The top of the parapet wall is indicated at a height of 9,151'. **Therefore the applicant is asking for a 10' increase in allowed height through the PUD process.** 9,159' (proposed) – 9,149' (allowed) = 10' difference. The applicant is requesting a 60' height instead of the 50' height allowed in the CA zone. The justification for the additional 10 feet of building height is to add an additional floor of residential units to make the project financially viable.

**Surrounding Building Elevations:** The attached “Surrounding Top of Roof Elevation Analysis” drawing indicates the top of roof elevations for surrounding buildings located in the vicinity of the new Dillon Gateway project. When compared to the highest point on the Dillon Gateway building, an elevation of 9,159', most of the surrounding buildings will be 1.7' to 51.7' lower than the top of the Gateway building. The top of the fire station hose tower will be 9.7' higher than the proposed building, and the top of the Century Link microwave tower is just 2.2' lower than the proposed structure.

Part of the dramatic rooftop differences for the buildings to the south of the proposed Gateway building is due to the drop off of the terrain in that direction. Likewise, the rooftops of the buildings to the north are higher because the terrain is going up in the northerly direction.

**Relative building height to the adjacent streets:** Another analysis was undertaken to determine the building height as measure from the centerline of the surrounding streets. The attached “Building Height Relative to Street Centerline” drawing indicates that the height of the building measured from the street centerlines at three locations are between 54' and 82'. Again this dramatic difference in building heights is in part due to the 20' drop of the terrain across the site from Lake Dillon Drive down to West Buffalo Street.

#### ADDITIONAL REVIEW CONSIDERATIONS:

**Landscaping:** The landscaping proposed for the project covers 12.8% of the total property. Much of that landscaping in the courtyard covers the subterranean parking garage. Street tree planting is not required in the Core Area zoning district. The developer has agreed to provide the landscaping allowances outlined in Section I.A.20 of the attached PUD agreement.

**Snow Storage:** The northern parking area is to be heated. Snow removal in the courtyard and building surrounding hardscapes is to be placed in dedicated onsite snow storage areas or hauled off site.

**Lighting:** Section 16-4-60 of the Town Code defines the lighting standards for site and building lighting. Basically exterior lights must be shielded by the light fixture and not reflect onto adjacent properties. Some lighting, such as bollard lights are indicated on the PUD plans. Lighting would be reviewed in more depth when an application to construct the project and pull building permits. Section I.A.19.h requires the Developer to submit final lighting plans to Town staff for review and approval.

**Workforce Housing:** The applicant proposes 17 dedicated apartment units for attainable housing in a currently rental challenged market. These apartments will provide much needed housing for the community's workforce, as the apartments are dedicated in perpetuity in the PUD Agreement. Additionally the applicant is required to pay an affordable housing fee at the time of building permit application.

**Right-of-way encroachment license and maintenance agreements:** Accompanying an approval of the PUD additional agreements shall be entered into such as a maintenance and encroachment agreements for the landscaping and sidewalks located in the Buffalo Street right-of-way along the south side of the project. An additional right-of-way maintenance agreement and encroachment license is required for a

heated concrete paved area located between the development and the south edge of the asphalt in the 40' right of way along the north side of the property. These easements and agreements, as well as the required letter of credit to guarantee the improvements are due from the developer prior to construction.

**Project Letter from Owner:** The owner has provided a project description for the Dillon Gateway Project, which is attached to this report for your review.

PUD Agreement: The PUD agreement for the Dillon Gateway Project is attached for reference and review. Exhibit "B" shows the proposed site plan of the proposed project and Exhibit "C" shows additional elevations and color renderings of the project from different vantage points for review.

**STAFF RECOMMENDATION:**

The Developer has requested an additional 10' in allowable height for this project in order to provide an additional floor of residential units and to accommodate the unique dramatic elevation change across the site from Lake Dillon Drive on the northeast corner down to West Buffalo Street at the southwest corner of the site. A vertical drop of more than 20'.

The massing and scale of the proposed project from the Lake Dillon Drive perspective seems to meet the current intent of the allowable building heights in the core area. If it weren't for the fact that West Buffalo Street drops down 15' from the center of Lake Dillon Drive (9092') to an elevation of 9077' located near the southwest property corner of Lot 1DEF, the applicant would not need to request about half of the additional height increase. This 15' drop along West Buffalo Street certainly makes the height of the building much more dramatic as viewed from the single family homes and Highway 6 located to the west.

Based on this unique terrain circumstance and because the development provides 17 workforce housing units, and generally meets the intent of the Core Area zone district and the intent of the Comprehensive plan, staff recommends approval of Resolution PZ 19-15, Series of 2015.

**PLANNING AND ZONING COMMISSION ACTION:**

The Planning and Zoning Commission approved Resolution PZ 19-15, Series of 2015, recommending approval of the Dillon Gateway Planned Unit Development with Special Condition Section 2.I, after a public hearing was held on December 2, 2015, before the Planning and Zoning Commission of the Town of Dillon on the application for the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 02-16, Series of 2016.

**TOWN COUNCIL ACTION:**

The Town Council may approve the application, choose to deny the application, or may continue the review of this application at a future meeting and request additional information.

**ACTION REQUESTED:** Motion, Second, Roll Call Vote.  
Resolutions require the affirmative vote of a majority of the members present.

**STAFF MEMBER RESPONSIBLE:**

Dan Burroughs, Town Engineer – Community Development Coordinator  
Ned West, Town Planner

**RESOLUTION NO. 02-16**  
**Series of 2016**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, APPROVING A LEVEL IV DEVELOPMENT APPLICATION FOR A PLANNED UNIT DEVELOPMENT LOCATED AT 240 LAKE DILLON DRIVE, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Town of Dillon has received a Level IV Development Application for a new Planned Unit Development consisting of a restaurant, commercial space and 65 residential units called the Dillon Gateway project. The development is located at 240 Lake Dillon Drive, more specifically described as Lot 1DEF, Block B, New Town of Dillon Subdivision, Dillon, Colorado; and

**WHEREAS**, following the required notice, a public hearing was held on December 2, 2015, before the Planning and Zoning Commission of the Town of Dillon on the application for the Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive; and,

**WHEREAS**, following the public hearing, the Planning and Zoning Commission of the Town of Dillon has made certain findings of fact regarding the application for the Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Dillon approved Resolution PZ 19-15, Series of 2015, on December 2, 2015 and made a recommendation to the Town Council of the Town of Dillon to approve the application for the Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive with certain conditions which are reasonable and necessary to and relate to impacts created by the proposed Dillon Gateway Planned Unit Development; and,

**WHEREAS**, following the required notice, a public hearing was held on January 5<sup>th</sup>, 2016, before the Town Council of the Town of Dillon on the application for the Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive; and,

**WHEREAS**, the Town Council of the Town of Dillon has determined that certain conditions which are reasonable and necessary to and relate to impacts created by the proposed Dillon Gateway Planned Unit Development should attach to the approval of the application for the Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. That the Town Council of the Town of Dillon, following the required notice, held a public hearing on January 5<sup>th</sup>, 2016, on the application for the Dillon

Gateway Planned Unit Development at 240 Lake Dillon Drive; and following said public hearing makes the following findings of fact:

A. That the application for the Level IV Development Permit for the Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive is complete.

B. That the proposed Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive meets the applicable Town of Dillon Municipal Code (“Code”) sections.

C. That the proposed Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive is compatible with the Core Area Zoning District and is compatible with surrounding uses.

D. That the proposed Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive is in general compliance with the Town of Dillon Comprehensive Plan.

Section 2. That the Town Council of the Town of Dillon hereby approves the Level IV Development Permit for the Dillon Gateway Planned Unit Development at 240 Lake Dillon Drive with the following conditions:

A. Approval by the Town Council of the Town of Dillon of the concurrent Level III development application for a Conditional Use Permit (Resolution xx-16, Series of 2016) allowing a residential use on the ground floor of the Dillon Gateway building at 240 Lake Dillon Drive.

B. The Developer entering into a Planned Unit Development Agreement (“Agreement”) with the Town of Dillon for the Dillon Gateway project and meeting all the obligations and requirements contained therein prior to issuance of any development permits. Said Agreement is attached hereto, incorporated herein by this reference, and marked as Exhibit “PUD” to this Resolution.

C. The Developer paying all fees outlined in the Planned Unit Development Agreement for the Dillon Gateway project at the times indicated within the Agreement.

D. The Developer executing all encroachment license agreements and maintenance agreements contained within the Agreement and paying the associated fees for the agreements to the Town of Dillon prior to issuance of a development permit.

E. Building Height: The Dillon Gateway building shall not exceed 60’ in height as measured per the Town of Dillon Municipal Code. An additional 8’ of non-habitable architectural spaces above the building height is allowed per Section of 16-1-50 of the Town of Dillon Municipal Code. In this case, the additional 8’ would allow for a maximum final building height of 68’.

F. Requirement for providing Apartment Units. The Developer shall provide, as a part of this Planned Unit Development, a minimum of seventeen (17) rental apartment units which shall be held in perpetuity as rental apartment units. The Developer shall execute those documents as are required by the Town to ensure that the apartments shall remain as rental apartment units in perpetuity.

G. Parking Requirements.

1. The Developer shall provide one hundred and twenty-two (122) residential parking spaces and two (2) commercial spaces onsite as outlined in the Dillon Gateway Planned Unit Development agreement.

2. Compact Parking along the north side of the building: The Dillon Gateway Planned Unit Development is allowed fifteen (15) compact parking spaces with a width of 9' and a length of 16' adjacent to the 40' Right-of-way located along the north side of the building as shown on the Site Plan and the Development Plans.

3. Deficient Parking Space Fee: The developer shall pay to the Town of Dillon a fee per deficient spaces as set forth in Section 16-6-50 of the Code for the twenty-two (22) non-residential parking spaces that cannot be provided on the Development site. The Developer shall pay this fee per deficient parking space for the twenty-two (22) parking spaces prior to issuance of a building permit at the then current fee adopted by the Town in Section 19 of the Code at the time of payment.

4. Parking Space Use restrictions. The residential and commercial parking spaces located onsite may not be used for the storage of any vehicle or non-vehicle items, including, but not limited to storage sheds, trailers, boats, kayaks, ATVs or recreational equipment, construction equipment or any other vehicle or non-vehicle items.

5. Parking Garage Ramp Grades: The longitudinal ramp grades of the parking garage ramps may be constructed up to a maximum of a twenty percent grade (20%). The parking garage ramps that are external to the building shall be equipped with an adequately sized snowmelt system. All snowmelt mechanical equipment and boilers must be contained within the building.

6. Parking Garage Ramp Width: The parking garage ramps shall have a minimum width of 20' (twenty feet). The Developer shall install an adequately sized snowmelt system beneath these parking spaces. All snowmelt mechanical equipment and boilers must be contained within a building or onsite within an enclosure created by a 6' high wood privacy fence.

7. Backing into the Right-of-Way: The fifteen (15) spaces located adjacent to the 40' Right-of-way located along the north side of the

building as shown on the Site Plan and the Development Plans, are allowed to back into the 40' Right-of-way due to the low traffic volume nature of this unnamed dead end right-of-way. The Developer shall install an adequately sized snowmelt system between the parking spaces and the edge of asphalt of the 24' public driveway located within the 40' right-of-way. The snowmelt system shall extend into and beneath the concrete pan located along the south side of the 24' asphalt roadway.

H. Signage Allowed.

1. The Dillon Gateway Planned Unit Development shall be allowed one (1) Building Identification sign along the Lake Dillon Drive side of the building that shall not exceed forty (40) square feet.

2. The Dillon Gateway Planned Unit Development shall be allowed one (1) Building Identification sign along the W. Buffalo Street side of the building that shall not exceed one hundred and twenty (120) square feet.

3. The Dillon Gateway Planned Unit Development shall be allowed one (1) sign for each of the two (2) retail units located along Lake Dillon Drive. Each sign shall not exceed forty (40) square feet. If the developer chooses to divide these two units into three or four units, then the maximum size of each Tenant Sign shall be limited to thirty-two (32) square feet.

4. The restaurant unit shall be allowed two (2) sixty (60) square foot signs. One sign shall be allowed on the West Buffalo Street side of the restaurant and the other sign shall be allowed on the Lake Dillon Drive side of the restaurant. These signs may be incorporated into an awning design over the restaurant windows.

I. Requirement for Revised Building Façade Articulation. The applicant shall submit final building elevations, floor plans, roof plan and 3D renderings to the Planning and Zoning Commission at a regularly scheduled meetings for review and approval prior to issuance of a building permit. The revised building plans shall demonstrate color variations, material changes and utilize façade articulation and fenestration in both plan and elevation. The proposed design of the building façade shall include both horizontal and vertical geometric changes in the building façade.

**APPROVED AND ADOPTED THIS 5<sup>th</sup> DAY OF JANUARY, 2016 BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO.**

**TOWN OF DILLON**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

By: \_\_\_\_\_  
Jo-Anne Tyson, CMC, Town Clerk

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**DILLON GATEWAY  
PLANNED UNIT DEVELOPMENT AGREEMENT**

**THIS PLANNED UNIT DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of January, 2016 by and between the TOWN OF DILLON, a Colorado municipal corporation (hereinafter referred to as “Dillon” or the “Town”) and IVANO OTTOBORGO, an individual (hereinafter together referred to as the “Developer”).

**WHEREAS**, Developer has submitted an application for a Planned Unit Development (the “PUD” or the “Planned Unit Development”) for the Dillon Gateway Planned Unit Development (“Development”), consisting of a development located on Lot 1DEF, Block B, New Town of Dillon, Town of Dillon, Colorado, the PUD Plat Plan (hereinafter referred to as the “Plat”) which is attached hereto as Exhibit “A” and incorporated herein by this reference; and

**WHEREAS**, Developer has submitted a Level IV Development Permit Application and a Grading and Drainage Site Plan (hereinafter referred to as the “Site Plan”) for all common site plan improvements necessary for the Development, a copy of which is attached hereto, marked as Exhibit “B” and incorporated herein by reference.

**WHEREAS**, Developer has also submitted the Development Plans which include architectural elevations, floor plans, one building cross section, a project data sheet, color renderings and an architectural site plan for the Development (hereinafter referred to as the “Development Plan”), copies of which are attached hereto, marked as Exhibit “C” and incorporated herein by reference; and

**WHEREAS**, Developer has also submitted a detailed estimated cost of improvements (hereinafter referred to as the “Estimated Cost of Improvements”), copies of which are attached hereto, marked as Exhibit “D” and incorporated herein by reference; and

**WHEREAS**, Said Development, Site Plan and Development Plan has been reviewed under Planning and Zoning Commission Resolution PZ19-15, Series of 2015, and approved by the Planning and Zoning Commission of the Town of Dillon following a public hearing held on December 2<sup>nd</sup>, 2015; and

**WHEREAS**, Said Development, Site Plan and Development Plan has been reviewed under Town Council Resolution xx-16, Series of 2016, and approved by the Town Council of the Town of Dillon following a public hearing held on January \_\_, 2016; and

**WHEREAS**, the Town Council has attached certain Conditions of Approval to the application as stated in Town Council Resolution xx-16, Series of 2016, copies of which are attached hereto, marked as Exhibit “J” and incorporated herein by reference; and

**WHEREAS,** a concurrent Conditional Use Permit application to allow a residential use on the street level floor of the proposed Development has been reviewed under Town Council Resolution xx-16, Series of 2016, and approved by the Town Council of the Town of Dillon following a public hearing held on January \_\_, 2016; and

**WHEREAS,** the Town Council has attached certain Conditions of Approval to the approval of a concurrent Conditional Use Permit application to allow a residential use on the ground floor level of the proposed Development, Town Council Resolution xx-16, Series of 2016, copies of which are attached hereto, marked as Exhibit "K" and incorporated herein by reference; and

**WHEREAS,** the approval of the Development, Development Plan and Site Plan require that the Developer enter into a Planned Unit Development Agreement with the Town relative to the construction of all the Development Plan and Site Plan improvements common to the Development, and that the Developer provide certain assurances that the public improvements associated with the Development are completed and this Agreement is intended to meet such requirement.

**NOW, THEREFORE,** in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

**SECTION I. CONDITIONS:**

**A. DEVELOPER OBLIGATIONS AND IMPROVEMENTS:**

1. Developer shall first obtain the approval of the Conditional Use Permit to allow a residential unit on the ground floor level in the Core Area (CA) Zoning District associated with this PUD.
2. Developer shall design, construct, install, and pay for, according to the Town approved plans, all common Site Plan public improvements as specifically set forth in Section 1.A.3., herein below and on Exhibits "B" and "D," and approved by the Planning and Zoning Commission on December 2, 2015 as the Dillon Gateway Planned Unit Development, such Site Plan public improvements hereinafter referred to as the "Improvements." The Improvements shall be constructed in accordance with the Site Plan and the Development Plan. In addition the Developer shall install all new utilities, including drainage facilities as approved by the Town as a component of this Development, and relocate existing utilities as necessary and as directed by the Town. These utility and drainage improvements and relocations shall be in accordance with engineering plans to be reviewed and approved by the Town prior to installation.
3. Developer shall enter into encroachment license and maintenance agreements as listed herein, below, each by a separate instrument in the forms attached to this Agreement as the exhibits referenced herein, below:

- a. Developer shall enter into an Encroachment License Agreement with the Town by separate instrument, in the form marked Exhibit "F," attached hereto and incorporated herein by this reference. The Encroachment License Agreement shall be signed by the Developer at the time of approval of the PUD by the Town Council.
- b. Developer shall enter into a Maintenance Agreement with the Town by separate instrument, in the form marked Exhibit "G," attached hereto and incorporated herein by this reference. The Maintenance Agreement shall be signed by the Developer at the time of approval of the PUD by the Town Council.
- c. Developer shall enter into a Right-of-way Encroachment License Agreement with the Town by separate instrument, in the form marked Exhibit "H," attached hereto and incorporated herein by this reference. The Right-of-way Encroachment License Agreement shall be signed by the Developer at the time of approval of the PUD by the Town Council.
- d. Developer shall enter into a Right-of-way Maintenance Agreement with the Town by separate instrument, in the form marked Exhibit "I," attached hereto and incorporated herein by this reference. The Right-of-way Maintenance Agreement shall be signed by the Developer at the time of approval of the PUD by the Town Council.

e. Developer shall execute each of the four agreements and submit the executed agreements, along with the required payments for each agreement, to the Town at the time the Developer submits for a building permit.

4. Developer shall construct the following Public Improvements for the Development in accordance with the Site Plan and Development Plan, as such plans are set forth on Exhibits "B" and "C," at Developer's sole cost:

*West Buffalo Street Improvements:*

- a. Remove the existing three foot concrete valley pan.
- b. Install a Type IIM curb and 2' wide gutter along the north side of West Buffalo Street from the SW corner of Lot 1DEF, Block B (hereinafter referred to as the "Property") to the SE Property corner.
- c. Install three (3) driveway curb cuts and depress the curb head of the curb and gutter accordingly.
- d. Construct a six foot (6') sidewalk adjacent to the curb and gutter from the southwest property corner to the SE Property corner.

- e. Install a storm sewer system including a new storm sewer inlet and associated piping – near the SW Property corner. Attach the new storm water inlet(s) and associated piping to the Town storm sewer system.
- f. Install new asphalt paving from the new curb and gutter to the existing asphalt paving on West Buffalo Street from the west end of the new valley pan to the SE Property corner. The seam/joint between the new and the existing asphalt shall be infrared heated.
- g. Install erosion control devices per plan and as directed by Town.
- h. After the developer installs water, sewer, gas and other utilities within the West Buffalo Street right-of-way, the trench areas should be patched with a 4" full depth asphalt patch. The limits of all asphalt removals shall be approved by the Town Engineer, and asphalt shall be sawcut full depth prior to removal. At the end of construction, the developer will be required to remove 1-1/2" of asphalt from the full width of West Buffalo Street along the entire length of the property. The edges of the utility patches and the seam between the new asphalt and the existing asphalt shall be covered with 12" wide petrotac material centered on the joint. The entire milled area shall then be overlaid with a 2" asphalt overlay.

Lake Dillon Drive Improvements:

- i. Install a Type IIM curb and 2' wide gutter from West Buffalo Street to the north end of the Forty foot (40') Right of Way ("40' ROW") adjacent to the north side of the Property.
- j. Construct a six foot (6') sidewalk adjacent to the curb and gutter from West Buffalo Street to the north end of the 40' ROW adjacent to the north side of the Property.
- k. Install new 4" thick x4' wide asphalt paving along the new curb and gutter to the existing asphalt paving on Lake Dillon Drive from the east end of the new valley pan to the SE Property corner. The seam/joint between new and existing asphalt shall be infrared heated.
- l. Install a new storm sewer system and drainage inlets from the SE Property corner to the NE Property corner, and connect the new storm sewer system and drainage inlets to the existing Town storm sewer system in Lake Dillon Drive. Replace the existing Type 'R' Inlet located near the southeast property corner with a manhole.
- m. Install an Accessible Ramp near the SE Property corner as part of the sidewalk, in order to allow pedestrians to cross West Buffalo Street and Lake Dillon Drive.

- n. Install a concrete island near the NE Property corner that shall be constructed of mountable concrete curb, four inch (4") thick concrete with "Terra Cotta" color and an "ashlar slate" pattern. The island shall have five (5) four inch (4") PVC sleeves to accommodate four (4) delineator posts and one (1) Stop Sign and Post.
- o. Install a driveway curb cut at the sidewalk along the west side of Lake Dillon Drive at the east end of the ' 24' wide asphalt drive located within the 40' ROW adjacent to north side of the Property.
- p. Install erosion control devices per plan and as directed by Town.
- q. Layout and Paint diagonal parking spaces in Lake Dillon Drive.

40' Right-of-Way adjacent to north side of the Development Improvements:

- r. Install erosion control devices per plan and as directed by Town.
- s. Install two (2) concrete valley pans from the west end of the 40' ROW adjacent to the north side of the Property to the east end of the 40' ROW adjacent to north side of the Property (one on north side, one on south side).
- t. Install new 24' wide x 4" thick asphalt paving between the two valley pans from the east end of the 40' ROW adjacent to north side of the Property to the west end of the 40' ROW adjacent to north side of the Property.
- u. Install concrete cross pan between the two valley pans near the west end of the 40' ROW adjacent to north side of the Property.
- v. Install new heated concrete or asphalt paving in the southern concrete pan section and between the southern pan and the southern right-of-way line.
- w. Install a storm sewer system including pipes and inlets from the west end of the 40' ROW adjacent to north side of the Property to Lake Dillon Drive, and attach the new storm sewer into the existing storm sewer systems in Lake Dillon Drive.
- x. Re-grade the area between the north valley pan and the northern 40' ROW line and install six inches (6") of CDOT Class 6 Aggregate Base Course Material in this area.

- 5. Developer shall modify the Site Plan and the Development Plan (Exhibits "B" and "C") in accordance with the conditions of approval placed on the project by the Planning and Zoning Commission at the December 2<sup>nd</sup>, 2015 Planning and

Zoning Meeting, and the conditions of approval placed on the project by the Town Council at the January \_\_\_\_, 2015 Town Council meeting. These changes are referenced in the adopted Town Council Resolutions “Resolutions,” marked Exhibit “K,” attached hereto and incorporated herein by this reference.

6. Final Architectural Review. Prior to the issuance of a Building Permit, the developer shall submit final colored building elevations for all sides of the proposed PUD structures to the Planning and Zoning Commission for review and approval at a regularly scheduled meeting. The elevations shall indicate the final building materials and colors to be used for the building siding, awnings, decks and handrails, roofing materials, wood trim, doors and windows, retaining walls and guardrails. A revised material board shall be submitted to the Town prior to this review meeting.

7. Town of Dillon Specifications. All construction as required herein shall be performed in accordance with the “Town of Dillon Construction Specifications,” which construction specifications are on file at the Town of Dillon.

8. Apartment Units Provided. Prior to issuance of a Building Permit, the Developer shall submit to the Town a letter indicating which of the units will be permanently designated as rental apartment units to provide a workforce housing component to this PUD. The Developer shall provide, as a part of this PUD, a minimum of seventeen (17) rental apartment units in perpetuity. The Developer shall execute those documents as are required by the Town to ensure that the apartments shall remain as rental apartment units in perpetuity.

9. Residential Parking. The Developer has provided 122 parking spaces onsite for the residential uses as required by the Town of Dillon Municipal Code (“Code”). The Developer is required to provide the following parking spaces as follows:

<u>Residential Unit Type</u>	<u>Number of Units &amp; Required Spaces</u>	<u>Spaces Required</u>
1 Bedroom Units	22 Units @ 1.5 Spaces .....	33 Spaces
2 Bedroom Units	29 Units @ 2 Spaces.....	58 Spaces
3 Bedroom Units	14 Units @ 2 Spaces.....	28 Spaces
Total Spaces Required .....		119 Spaces

The Developer has provided the five (5) accessible parking spaces as required by federal law and the Code. These spaces are located within the parking structure.

10. Commercial/Retail/Office Parking. The proposed retail & restaurant portion of the project requires twenty-four (24) parking spaces as calculated below:

Square Footage

<u>Unit Designation</u>	<u>&amp; Required Spaces</u>	<u>Spaces Required</u>
Restaurant	4,306 sf @ 1 Space per 250 sf .....	17.2 Spaces
Retail No. 1 & 2	4,176 sf @ 1 Space per 650 sf .....	6.5 Spaces
Total Spaces Required .....		24 Spaces
<i>(Figure rounded up to next Whole Number)</i>		

The Development will provide two (2) accessible parking spaces onsite for use by the restaurant and retail uses. The Developer has elected to pay to the Town a fee per deficient spaces as set forth in Section 16-6-50 of the Code for the twenty-two (22) parking spaces that cannot be provided on the Development site. The Developer shall pay this fee per deficient parking space for the twenty-two (22) parking spaces prior to issuance of a building permit at the then current fee adopted by the Town in Section 19 of the Code at the time of payment.

11. Encroachment License Fees. The Developer shall pay all applicable encroachment license agreement fees for the encroachment license and the landscape encroachment license at the then current fee adopted by the Town in Section 19 of the Code at the time of payment.

12. Parking Space Use restrictions. The residential and commercial parking spaces located onsite may not be used for the storage of any vehicle or non-vehicle items, including, but not limited to storage sheds, trailers, boats, kayaks, ATVs or recreational equipment, construction equipment or any other vehicle or non-vehicle items. This parking space use restriction must be included in all ownership association documents created for the Development. All ownership association documents created for the Development shall be presented to the Town upon their adoption, but no later than the issuance of the first Certificate of Occupancy for the Development.

13. Commercial Space configuration suitable to market demand. The two (2) first floor retail spaces indicated on the Development Plan may be converted into a total of (4) smaller retail spaces prior to issuance of a Certificate of Occupancy. The final restaurant size may also be decreased to accommodate for a smaller restaurant space and larger retail spaces if needed.

14. Master Sign Plan. The Developer shall submit an application for a final master sign plan for the Development to the Town for review and approval and pay all required fees. Each individual sign will require a separate individual sign permit as required by the Code.

15. Water and Sewer *Equivalent Residential Units*. The Developer shall pay all applicable water and sewer tap fees for the total number of *Equivalent Residential Units* ("EQRs") required for the Development prior to issuance of a building permit. The fee will based on at the then current fee adopted by the Town in Section

19 of the Code at the time of payment. The total number of EQRs required for this project is calculated as follows:

<u>Residential Unit Type</u>	<u>Number of Units &amp; Required EQRs</u>	<u>Required</u>
1 Bedroom/1 Bath Units	22 Units @ 0.65 EQRs.....	14.30 EQRs
2 Bedroom/2 Bath Units	29 Units @ 0.85 EQRs .....	24.65 EQRs
3 Bedroom/2 Bath Units	14 Units @ 1.05 EQRs .....	14.70 EQRs
CREDIT for Existing Building		(9.04 EQRs)
Total EQRs Required .....		44.61 EQRs

16. Affordable Housing Development Impact Fee. The Developer shall pay all required affordable housing development impact fees prior to the issuance of a building permit. The fee shall be based on the then current fees adopted by Summit County Government at the time of payment.

17. Right-of-Way Undertaking Fee. The Developer shall pay the undertaking fee(s) for any construction activities which utilize a portion of the Town right-of-way as a staging area. The fee shall be based on the then current fee adopted by the Town in Section 19 of the Code at the time of payment.

18. Grading & Excavation Permit. The Developer shall obtain a grading and excavation permit prior to commencing construction.

19. Prior to the issuance of a grading and excavation permit or a building permit for this project, the Developer shall submit the following updated Development Plans, Site Plans, and construction plans for the project to the Town for review and approval:

- a. An updated grading and drainage plan and Site Plan reflecting the as-built conditions of West Buffalo Street, final inlet drainage locations. All accessible parking shall be designed in conformance with applicable federal laws. Modify all curb cuts to match federal requirements and provide construction details accordingly.
- b. An updated drainage study based on the final Site Plan to demonstrate that the proposed development retains the 100-year developed storm, and releases it at the 5-year historic flow rate. The applicant shall submit final construction drawings for the underground detention pond including outlet sizing information for review and approval.
- c. An updated Lake Dillon Drive plan reflecting any adopted Streetscaping plans for Lake Dillon Drive, or any revised Street Design Standards and Construction details adopted by the Town prior to commencement of construction.



- d. Final storm sewer plan and profile construction which include the locations, sizes and connection points for all storm sewer piping and structures, roof drains and roof overflow pipes for all new storm sewer systems including those within Town right-of-way; and include size and location of all piping and appurtenances associated with grate drains for the parking structure entrance(s).
  - e. Final retaining wall plan and profiles and structural wall details prepared by a licensed engineer in the State of Colorado.
  - f. Geotechnical Report.
  - g. Final construction plans for the heated concrete pavement and heated 3' concrete valley pan located in the southern 15' of the 40' R.O.W. as further described in the encroachment license area.
  - h. Final Lighting plan showing fixture locations, types and wattages. The plan should include details and locations of sidewalk lighting along West Buffalo Street and Lake Dillon Drive.
  - i. Since the site is over 1 acre in size, the Developer shall obtain the required "*Stormwater Discharge Associated with Construction Activities*" Permit issued by the Colorado Department of Health and Environment. Submit a copy of this permit from the state as well as the erosion control plan to the Town Engineer prior to starting construction.
20. The Developer shall submit a final detailed landscaping plan for the entire Development to the Town for review and approval. The landscaping plan shall provide at a minimum, the following trees and shrubs:
- a. Five (5) Deciduous or Evergreen Trees along the property line adjacent to Lot 2, Block B.
  - b. Four (4) Evergreen and Six (6) Deciduous Trees in the Courtyard Area.
  - c. Forty (40) shrubs located onsite and within the landscape encroachment license agreement area outlined in Exhibit "F".
  - d. Irrigation plans for all irrigation lines in Town right of way shall also be submitted to the Town Engineer for review and approval.
21. Developer shall provide traffic control plans, devices, advanced warning signs, and flaggers in conformance with the latest Manual of Uniform Traffic Control Devices (MUTCD) and per Town requirements for any work in Town rights-of way, and for hauling operations into and out of the Development site. Developer shall maintain one fourteen (14) foot wide southbound traffic lane in Lake Dillon Drive for use by the public at all times during construction. Developer

shall further provide a construction fencing plan that describes the construction area and separation of the construction area from the public. Such plan shall be presented to the Town prior to issuance of any building permit for the Development.

22. Erosion Control & Vehicle Tracking. Developer shall provide and install all erosion control best management practices (BMPs) as shown on the approved grading and drainage plans. Developer shall maintain all erosion control devices on a daily basis. Developer shall remove all material, dirt and debris tracked onto Town streets by 7:00 p.m. each day. Developer shall pay a Two Hundred Dollar (\$200.00) per day fine for each day tracked material is left on Town streets past 7:00 p.m.

**B. USES ALLOWED:**

The Developer shall be allowed the following uses in the Development as a part of the PUD approval, in accordance with the conditions set forth by the Town Planning and Zoning Commission and the Town Council:

1. Those uses allowed in the underlying Core Area (CA) zoning district.
2. Multi-family Residential dwelling unit uses located on the street floor level, in accordance with the associated Conditional Use Permit.

**C. BUILDING HEIGHTS ALLOWED:**

The Developer shall be allowed the following maximum building height in the Development as a part of the PUD approval, in accordance with the conditions set forth by the Town Planning and Zoning Commission and the Town Council:

1. The Building shall not exceed 60' in height as measured per Code.
2. The definition of Building Height, allows for an additional 8' of nonhabitable architectural spaces above the building height as set forth in Section of 16-1-50 of the Town of Dillon Municipal Code. In this case, the additional 8' would allow for a maximum final building height of 68'.

**D. PARKING LOT DESIGN STANDARDS:**

The Development shall use the following parking lot design standards in the Development as a part of the PUD approval, in accordance with the conditions set forth by the Town Planning and Zoning Commission and the Town Council:

1. **Parking Garage Ramp Grades:** The longitudinal ramp grades of the parking garage ramps may be constructed up to a maximum of a twenty percent grade (20%). The parking garage ramps that are external to the building shall be equipped with an adequately sized snowmelt system. All snowmelt mechanical equipment and boilers must be contained within the building.
2. **Parking Garage Ramp Width:** The parking garage ramps shall have a minimum width of 20' (twenty feet).
3. **Compact Parking along the north side of the building:** This PUD is allowed fifteen (15) compact parking spaces with a width of 9' and a length of 16' adjacent to the 40' Right-of-way located along the north side of the building as shown on the Site Plan and the Development Plans. The Developer shall install an adequately sized snowmelt system beneath these parking spaces. All snowmelt mechanical equipment and boilers must be contained within a building or onsite within an enclosure created by a 6' high wood privacy fence.
4. **Backing into the Right-of-Way:** The fifteen (15) spaces located adjacent to the 40' Right-of-way located along the north side of the building as shown on the Site Plan and the Development Plans, are allowed to back into the 40' Right-of-way due to the low traffic volume nature of this unnamed dead end right-of-way. The Developer shall install an adequately sized snowmelt system between the parking spaces and the edge of asphalt of the 24' public driveway located within the 40' right-of-way. The snowmelt system shall extend into and beneath the concrete pan located along the south side of the 24' asphalt roadway.

**E. ROOF DESIGN:**

The Development shall have the following roof design as a part of the PUD approval, in accordance with the conditions set forth by the Town Planning and Zoning Commission and the Town Council:

1. The roof shall be designed with a combination of flat sections with a perimeter parapet wall and the strategic use of pitched sections for architectural interest.

**F. SIGNAGE ALLOWED:**

The Developer shall be allowed the following signage in the Development as a part of the PUD approval, in accordance with the conditions set forth by the Town Planning and Zoning Commission and the Town Council:

1. The PUD shall be allowed one (1) Building Identification sign along the Lake Dillon Drive side of the building that shall not exceed forty (40) square feet.
2. The PUD shall be allowed one (1) Building Identification sign along the W. Buffalo Street side of the building that shall not exceed one hundred and twenty (120) square feet.
3. The building shall be allowed one (1) sign for each of the two (2) retail units located along Lake Dillon Drive. Each sign shall not exceed forty (40) square feet. If the developer chooses to divide these two units into three or four units, then the maximum size of each Tenant Sign shall be limited to thirty-two (32) square feet.
4. The restaurant unit shall be allowed two (2) sixty (60) square foot signs. One sign shall be allowed on the West Buffalo Street side of the restaurant and the other sign shall be allowed on the Lake Dillon Drive side of the restaurant. These signs may be incorporated into an awning design over the restaurant windows.

**SECTION II. CONSTRUCTION SCHEDULE:**

A. Developer shall construct the Improvements in a timely manner. This shall require that the Developer begin construction within twenty-four (24) months of the date, set forth above, of this Agreement, and continue without interruption until completed. Failure to begin such construction within twenty-four (24) months of the date of this Agreement or failure to continue construction without interruption until completed shall cause the PUD approval to terminate and become null and void.

B. No building permits for this PUD or Development shall be issued until the Developer has delivered to the Town a letter of credit, in the form as set forth on Exhibit "E," attached hereto and incorporated herein by this reference, guaranteeing the construction of the Improvements. No building permits for this PUD or Development shall be issued until the Developer has complied with all applicable requirements as set forth herein, with all Town Code requirements, and has paid all fees and costs due and owing to the Town in relation to this PUD or Development.

C. The Improvements shall be completed prior to, or concurrent with, the construction of any buildings within the Development, and no Certificates of Occupancy

shall be issued by the Town until all Improvements are completed and accepted by the Town, and all requirements of this Agreement complied with by Developer.

**SECTION III. DEVELOPER'S OBLIGATION NOT CONTINGENT:**

The Developer's obligation to complete the Improvements shall become binding upon the Developer upon the execution of this Agreement by both parties hereto, shall be independent of any obligations of the Town that may be contained herein, and shall not be conditioned upon the sale or completion of any lot or any buildings within the Development.

**SECTION IV. CONSTRUCTION STANDARDS:**

The Improvements shall be constructed in accordance with all applicable laws, ordinances, codes, the Code, regulations and standards, including without limitation, the Town of Dillon Construction Specifications, Street Standards, Water Department Standards, Silverthorne-Dillon Joint Sewer Authority and Sanitation District Standards, Landscaping Standards of the Town of Dillon, , and all applicable Town and local jurisdiction's ordinances, laws and standards.

**SECTION V. COMPLIANCE WITH APPLICABLE LAWS:**

The Developer shall comply with all applicable laws, ordinances, rules, the Code and regulations then in effect and as they may be amended from time to time.

**SECTION VI. COMPLIANCE WITH DEVELOPMENT PERMIT:**

The Developer shall strictly comply with the terms, conditions, limitations and requirements of the Development Permit issued by the Town.

**SECTION VII. PERFORMANCE GUARANTEE:**

The estimated cost of constructing the Improvements required in Section I.A. and itemized in Exhibit "D," is set forth on Exhibit "D." The actual cost of constructing the Improvements required in Section I.A., and itemized on Exhibit "D," shall be finally determined by the Developer and agreed to by the Town prior to the issuance of any permits for this Development. Accordingly, in conformance with Code requirements, prior to issuance of any permits for the Development, the Developer shall post an irrevocable Letter of Credit issued by a qualified lending institution acceptable to the Town, in a form as set forth on Exhibit "E," in the agreed upon amount of the cost of constructing the Improvements with the Town as a guarantee of the performance of its obligations under this Agreement. Said monetary guarantee shall equal a minimum of One Hundred Twenty percent (120%) of the estimated cost of constructing the Improvements and shall be for an initial term of not less than one year, renewable automatically for additional one year periods unless notice is given sixty days in advance of non-renewal. No permit of any kind

shall be issued by the Town prior to the Developer delivering to the Town the irrevocable Letter of Credit as required herein.

**SECTION VIII. RELEASE OF PERFORMANCE GUARANTEE:**

A. When Released: The Developer's Performance Guarantee described in Section VII shall be released and returned to the Developer, without interest thereon, only at such time as the Town Manager determines, in his sole discretion, that all of the Improvements have been properly constructed or installed and all Code requirements met. Partial release of the letter of credit may be made only in accordance with Code requirements.

**SECTION IX. FINAL APPROVAL OF IMPROVEMENTS AS CONSTRUCTED:**

The Town's final approval of the completed Improvements shall be evidenced by a letter of final approval signed by the Town Engineer or Director of Public Works. The Town shall not be required to grant final approval of the Improvements until the Town has determined the following:

A. The Improvements have been satisfactorily completed in accordance with the approved Development Plan, Site Plan, Construction Plans, Architect's Elevations Landscape Plan, and Town Specifications and requirements for the Development.

B. The Developer has delivered to the Town all as-built drawings for all Improvements, including, but not limited to, the utility and drainage facilities.

**SECTION X. DEFAULT:**

The following conditions, occurrences or actions shall constitute a default by Developer under this Agreement:

A. Developer's failure to commence construction of the Improvements within two (2) year of signing this Agreement.

B. Developer's failure to cure the defective construction of any Improvement within thirty (30) days of being notified by the Town in writing that such a defect exists except that if the cure of such defect will reasonably require more than thirty (30) days to cure then Developer will be in default if Developer fails to cure such defect within such longer period of time (not to exceed ninety [90] days from the date of said notice).

C. Developer's failure to perform work within the Development for a period of more than sixty (60) consecutive days, without the prior written approval of the Town.

D. Developer's insolvency, the appointment of a receiver for the Developer of the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; or

E. Foreclosure of any lien against the Development or a portion of the Development or assignment or conveyance of the Development in lieu of foreclosure prior to the final approval of the Improvements by the Town as provided in Section IX.

F. Violation of any term or condition of this Agreement.

The Town may declare a default following three (3) days written notice to the Developer.

#### **SECTION XI. MEASURE OF DAMAGES:**

The measure of damages for breach of this Agreement by the Developer shall be the actual cost of completing the Improvements, including design, engineering, construction, construction management, legal and inspection costs, as well as all costs incurred by the Town, including attorneys' costs, in pursuing such breach and remedy. For Improvements upon which construction has not begun, the estimated cost of the Improvements as supplied by Developer pursuant to the Agreement and shown on the attached Exhibit "D" shall be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Performance Guarantee establishes the maximum amount of the Developer's liability, and Developer's liability shall be the Town's actual cost including those items set forth herein above. The Town shall be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Development or whether development ever commenced.

#### **SECTION XII. TOWN'S RIGHTS UPON DEFAULT:**

A. The Town may, but shall not be required to, have the Improvements constructed by such means and in such manner as the Town shall determine, without the necessity of a public bidding.

B. If the Town elects to have the Improvements constructed pursuant to this Section it shall have the right to use Developer's Performance Guarantee to pay for the construction of such Improvements. If the amount of the Performance Guarantee exceeds the cost of constructing the Improvements, the Town shall deliver any excess funds to the Developer. If the Performance Guarantee is insufficient to fully pay the cost of constructing such Improvements, the Developer shall, upon demand, pay such deficiency to the Town, together with costs and interest thereon as provided in Sections XIII and XIV.

C. The Town may exercise such rights it may have under Colorado law, including, without limitation, the right to bring suit against the Developer for specific performance of this Agreement, or to recover damages for the breach by the Developer of this Agreement.

D. The Developer hereby grants to the Town, its successors, assigns, agents, contractors and employees, a non-exclusive right and easement to enter the Property of the

Development for the purpose of constructing, maintaining and repairing any Improvements made by the Town pursuant to the provisions of this Section.

E. In addition to any remedies provided for herein or by law, while the Developer is in default under this Agreement, the Town may refuse to issue building permits, development permits and certificates of occupancy for the Development and the Developer shall have no right to sell, transfer, or otherwise convey the lots, buildings or units within the Development or the Development itself without the express prior written approval of the Town, which approval may be withheld at the Town's sole discretion.

F. The remedies provided for herein are cumulative in nature.

### **SECTION XIII. INTEREST:**

Any sum which is required to be paid by the Developer to the Town under this Agreement and which is unpaid shall accrue interest at the rate of twelve percent (12%) per annum commencing as of the date such sum was due.

### **SECTION XIV. ATTORNEY'S FEES:**

It is agreed that if any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as cost, including expert witness fees incurred in the prosecution or defense of such action.

### **SECTION XV. INDEMNIFICATION:**

The Developer agrees to indemnify and hold the Town, its officers, employees, consultants, insurers, and self-insurance pool harmless from and against all liability, claims, and demands on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever which arise out of or are in any manner connected with the construction of the Improvements, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence or other fault of the Developer, any subcontractor of the Developer, or any officer, employee, representative, or agent of the Developer or of any subcontractor of the Developer, or which arise out of any worker's compensation claim of any employee of the Developer, or of any employee of any subcontractor of the Developer. The Developer agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims, or demands at the sole expense of the Developer. The Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are determined to be groundless, false or fraudulent.

### **SECTION XVI. NO WAIVER:**



No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, signed by both Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.

**SECTION XVII. VESTED RIGHTS:**

This Agreement shall not alter, extend or modify the vested right obtained by the Developer in connection with the approval of the Development.

**SECTION XVIII. RECORDATION:**

This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado. Developer shall pay all costs of recording.

**SECTION XIX. IMMUNITY:**

Nothing contained in this Agreement shall constitute a waiver of the Town's governmental immunity under applicable state and federal law.

**SECTION XX. PERSONAL JURISDICTION AND VENUE:**

Personal jurisdiction and venue for any civil action commence by either party to this Agreement, whether arising out of or relating to the Agreement or the Performance Guarantee, shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Developer expressly waives its rights to bring such action in or to remove such action to any other court, whether state or federal.

**SECTION XXI. CODE CHANGES:**

References in this Agreement to any provision of the Town's Municipal Code or to any Town or other governmental standards are intended to refer to any subsequent amendments and/or revisions to such Code or Standards. Such amendments or revisions shall be binding upon Developer.

**SECTION XXII. ASSIGNMENT, DELEGATION AND NOTICE:**

Developer shall provide to the Town, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Developer may sell developed units without Town's consent, provided that

the purchaser deposits with the Town all guaranties, security and sureties that may be required under this Agreement. Until the Town provides written consent to the assignment, Developer and Developer's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. The Town may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Town's bargain under this Agreement may be materially and adversely impaired by such assignment.

**SECTION XXIII. NOTICES:**

Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt required, addressed as follows:

If to the Town: Tom Breslin, Town Manager  
Town of Dillon  
P.O. Box 8  
Dillon, CO 80435

With a Copy (which will not constitute Notice to the Town) to: Mark R. Shapiro  
Mark R. Shapiro, P.C.  
1650 38th St., Suite 103  
Boulder, CO 80301-2624

If to the Developer: Ivano Ottoborgo  
P.O. Box 589  
Dillon, Colorado 80435

With a Copy (which will not constitute Notice to the Developer) to: \_\_\_\_\_  
\_\_\_\_\_

Notices mailed in accordance with the provision of this Section shall be deemed to have been given on the third business day after mailing. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

**SECTION XXIV. THIRD PARTIES:**

This Agreement does not, and shall not be deemed or construed to confer upon or grant to any third party (except a party to whom the Developer may assign this Agreement in accordance with the terms hereof) any right to claim damages or to bring suit, action or

other proceeding against the Town because of any breach hereof or because of any of the terms, covenants, agreements, and conditions herein.

**SECTION XXV. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior Agreement or understanding relating to such subject matter.

**SECTION XXVI. SEVERABILITY:**

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, state or federal, the validity of the remaining portions or provisions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**SECTION XXVII. MODIFICATION:**

This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

**SECTION XXVIII. BINDING EFFECT:**

This Agreement shall run with the Development and the real property contained therein and shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representative.

**SECTION XXIX. GOVERNING LAW:**

This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

**SECTION XXX. INCORPORATION OF EXHIBITS:**

The attached Exhibits "A" through "K" inclusive are incorporated herein by reference.

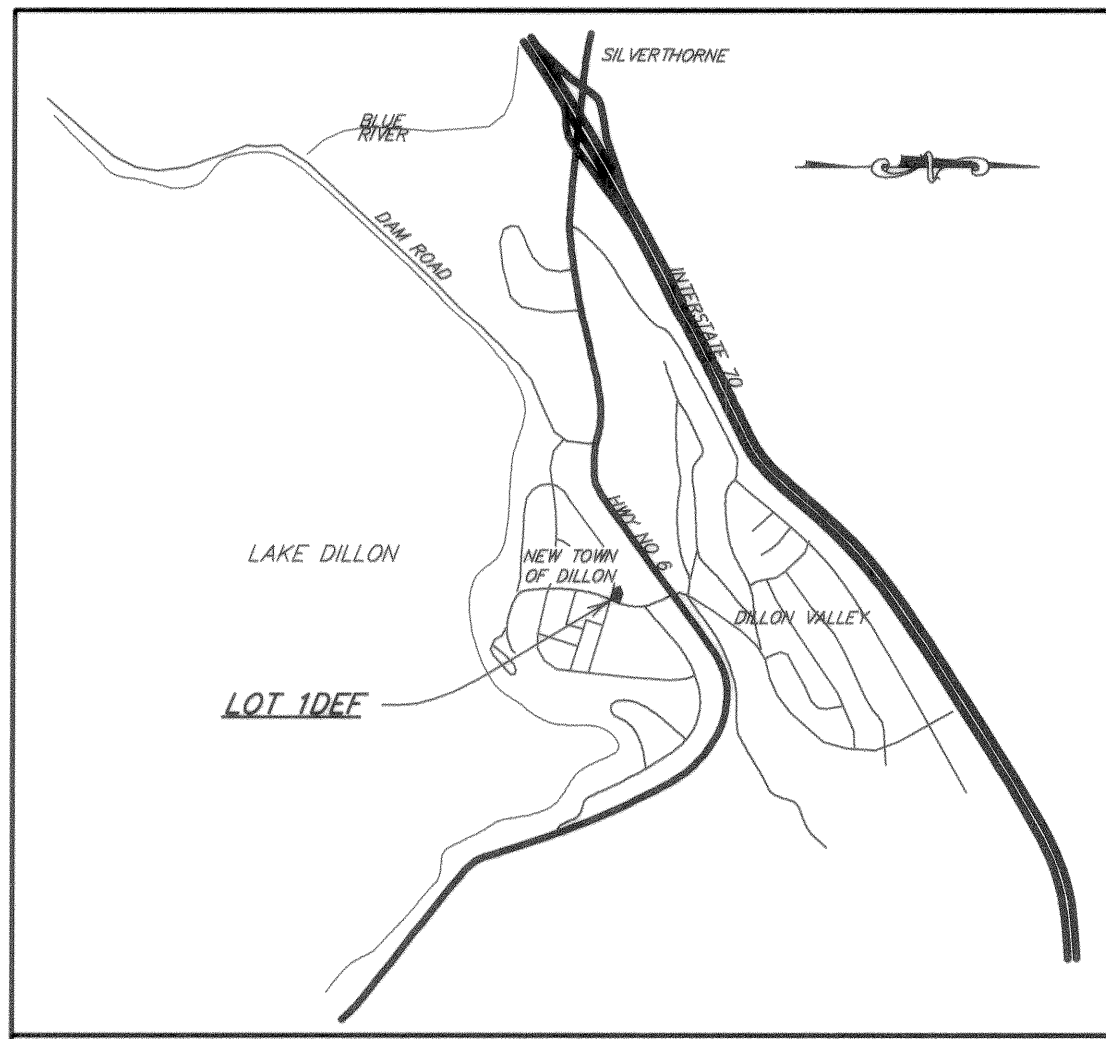
*[Signatures on Following Page]*



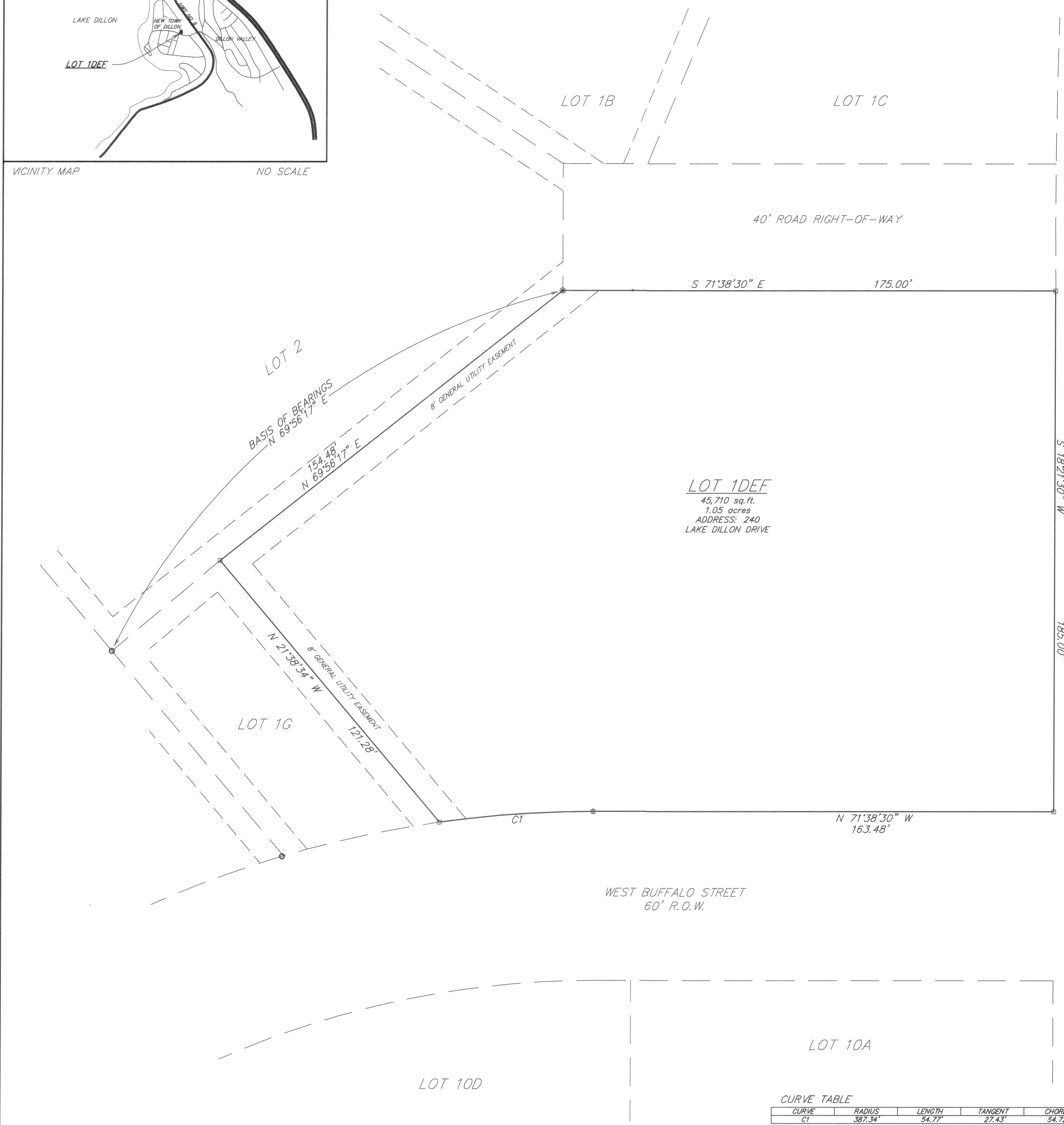
EXHIBIT A  
The Dillon Gateway PUD Plat



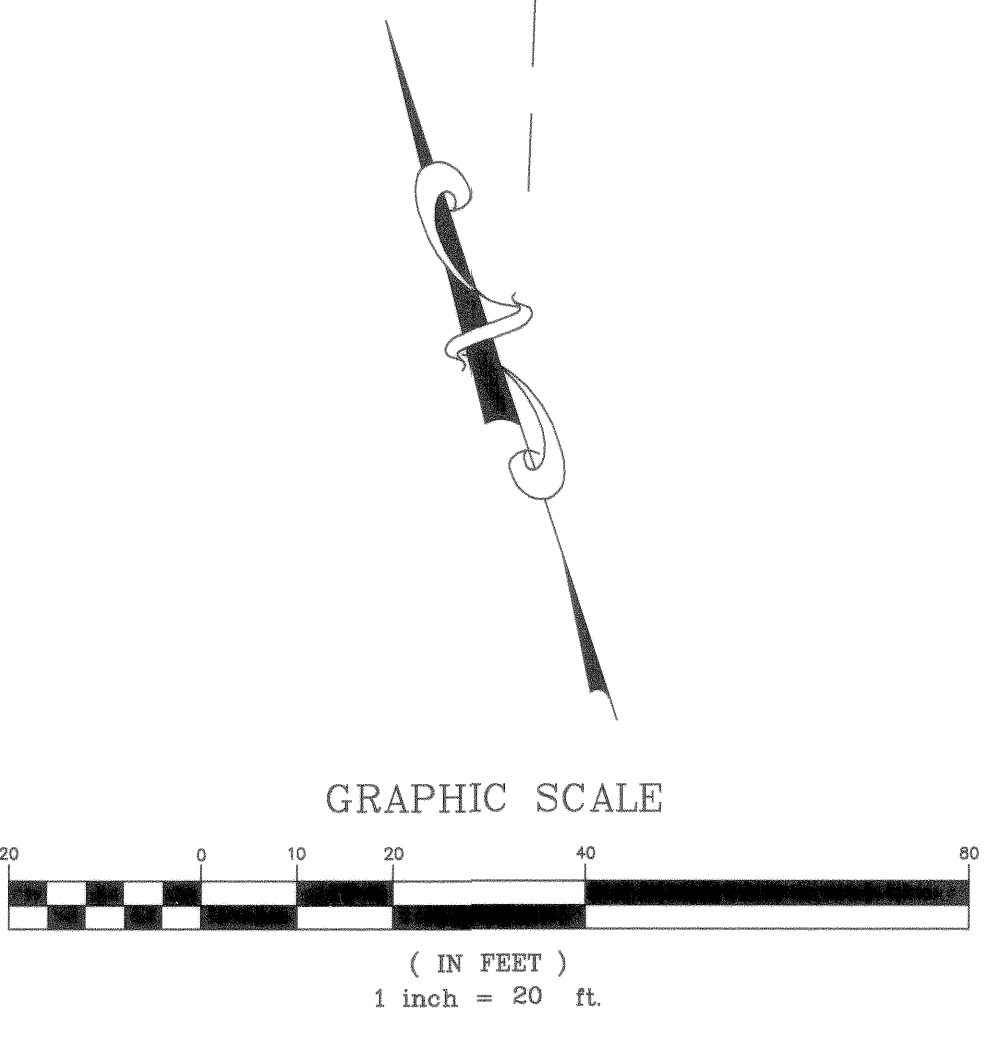
**A LOT LINE VACATION PLAT OF  
 LOT 1DEF, BLOCK B, A RESUBDIVISION OF  
 LOTS 1D, 1E, AND 1F, BLOCK B, NEW TOWN OF DILLON  
 TOWN OF DILLON, SUMMIT COUNTY, COLORADO**



VICINITY MAP NO SCALE



**LOT 1DEF**  
 45,710 sq.ft.  
 1.05 acres  
 ADDRESS: 240 LAKE DILLON DRIVE



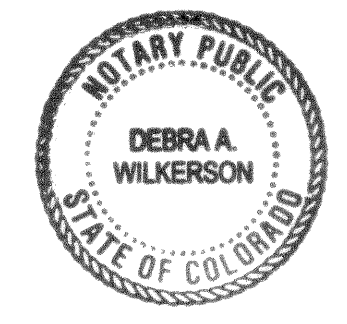
- LEGEND**
- FOUND REBAR & PLASTIC CAP (PLS 11413)
  - FOUND #3 REBAR
  - FOUND BENT #4 REBAR
  - SET REBAR & PLASTIC CAP (PLS 26292)

**CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
CT	387.34'	54.77'	27.43'	54.72'	N 75°41'33" W	08°06'06"

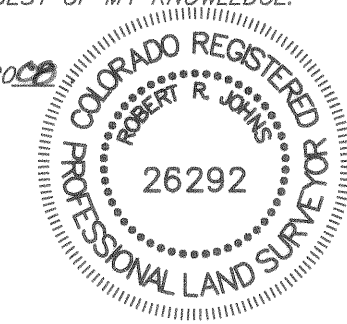
**OWNER'S CERTIFICATE:**  
 KNOW ALL PERSONS BY THESE PRESENTS: THAT IVANO D. OTTOBORGO BEING THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:  
 LOTS 1D, 1E, AND 1F, BLOCK B NEW TOWN OF DILLON SUMMIT COUNTY, COLORADO CONTAINING 45,710 SQ FT OR 1.05 ACRES, MORE OR LESS  
 HAS LAID OUT, PLATTED AND RESUBDIVIDED SAME AS SHOWN ON THIS PLAT, AND BY THESE PRESENTS DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE TOWN OF DILLON, STATE OF COLORADO, THE STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS OF THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.  
 IN WITNESS WHEREOF, THE SAID OWNER HAS CAUSED HIS NAME TO HEREUNTO BE SUBSCRIBED THIS 11<sup>th</sup> DAY OF JULY, A.D. 2008  
 BY: Ivano D. Ottoborgo  
 IVANO D. OTTOBORGO

**ACKNOWLEDGEMENT:**  
 STATE OF Colorado  
 COUNTY OF Summit  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11<sup>th</sup> DAY OF July, 2008, BY IVANO D. OTTOBORGO.  
 WITNESS MY HAND AND OFFICIAL SEAL:  
Debra A. Wilkerson  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 10/18/10



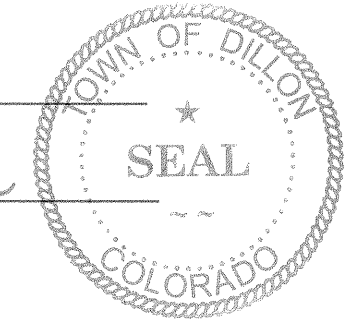
**TITLE COMPANY'S CERTIFICATE:**  
 TITLE COMPANY DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS AS SHOWN HEREON AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 AGENT \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**  
 I, ROBERT R. JOHNS, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE PREPARED BY ME AND UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE.  
 DATED THIS 11<sup>th</sup> DAY OF July, 2008  
 SIGNATURE Robert R. Johns  
 ROBERT R. JOHNS  
 COLORADO REGISTRATION NO. 26292

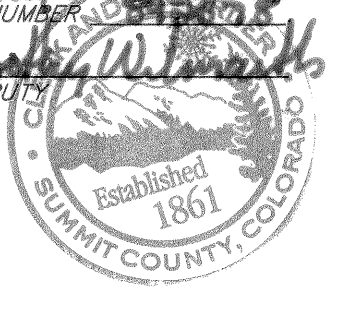


**PLANNING & ZONING COMMISSION APPROVAL:**  
 THE PLANNING & ZONING COMMISSION OF DILLON, COLORADO DOES HEREBY AUTHORIZE AND APPROVE THIS PLAT OF THE ABOVE SUBDIVISION AT A MEETING OF SAID COMMISSION HELD ON THIS 11<sup>th</sup> DAY OF JULY, 2008.  
Debra A. Wilkerson  
 CHAIRMAN

**APPROVAL BY THE TOWN COUNCIL:**  
 THE WITHIN PLAT OF "A LOT LINE VACATION PLAT OF LOTS 1D, 1E, AND 1F, BLOCK B, NEW TOWN OF DILLON," IS APPROVED FOR FILING THIS 11<sup>th</sup> DAY OF JULY, 2008. THE DEDICATION OF THE PUBLIC WAYS SHOWN HEREON WILL NOT BE ACCEPTED UNTIL SAID PUBLIC WAYS HAVE BEEN SATISFACTORILY COMPLETED TO THE TOWN'S SPECIFICATIONS BY THE SUBDIVIDER. UPON SUCH SATISFACTORY COMPLIANCE, THE TOWN COUNCIL OF THE TOWN OF DILLON SHALL ADOPT A RESOLUTION ACCEPTING THE SAID DEDICATION OF PUBLIC WAYS AND DULY RECORD SUCH ACCEPTANCE.  
 TOWN COUNCIL DILLON, COLORADO  
 BY: Debra A. Wilkerson  
 MAYOR  
 ATTEST: Debra A. Wilkerson  
 TOWN CLERK



**CLERK & RECORDER'S ACCEPTANCE:**  
 THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER ON THIS 11<sup>th</sup> DAY OF JULY, 2008 AND FILED FOR RECORD AT 11:59 AM, UNDER RECEPTION NUMBER 892578.  
 SIGNATURE Cheri Brunvand BY: Cheri Brunvand  
 SUMMIT COUNTY CLERK AND RECORDER DEPUTY



**MORTGAGE HOLDER CERTIFICATE:**  
 \_\_\_\_\_ DOES HEREBY CERTIFY THAT THEY HAVE EXAMINED THIS PLAT AS A LENDER FOR THE PROJECT AND DOES HEREBY APPROVE OF THIS PLAT.  
 BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

Drawn RRU	Dwg PLAT2	Project 19787
Checked RRU	Date 06/30/08	Sheet 1 of 1

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

P.O. Box 589  
 Silverthorne, CO 80498 970-468-6281

NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Case H-127A





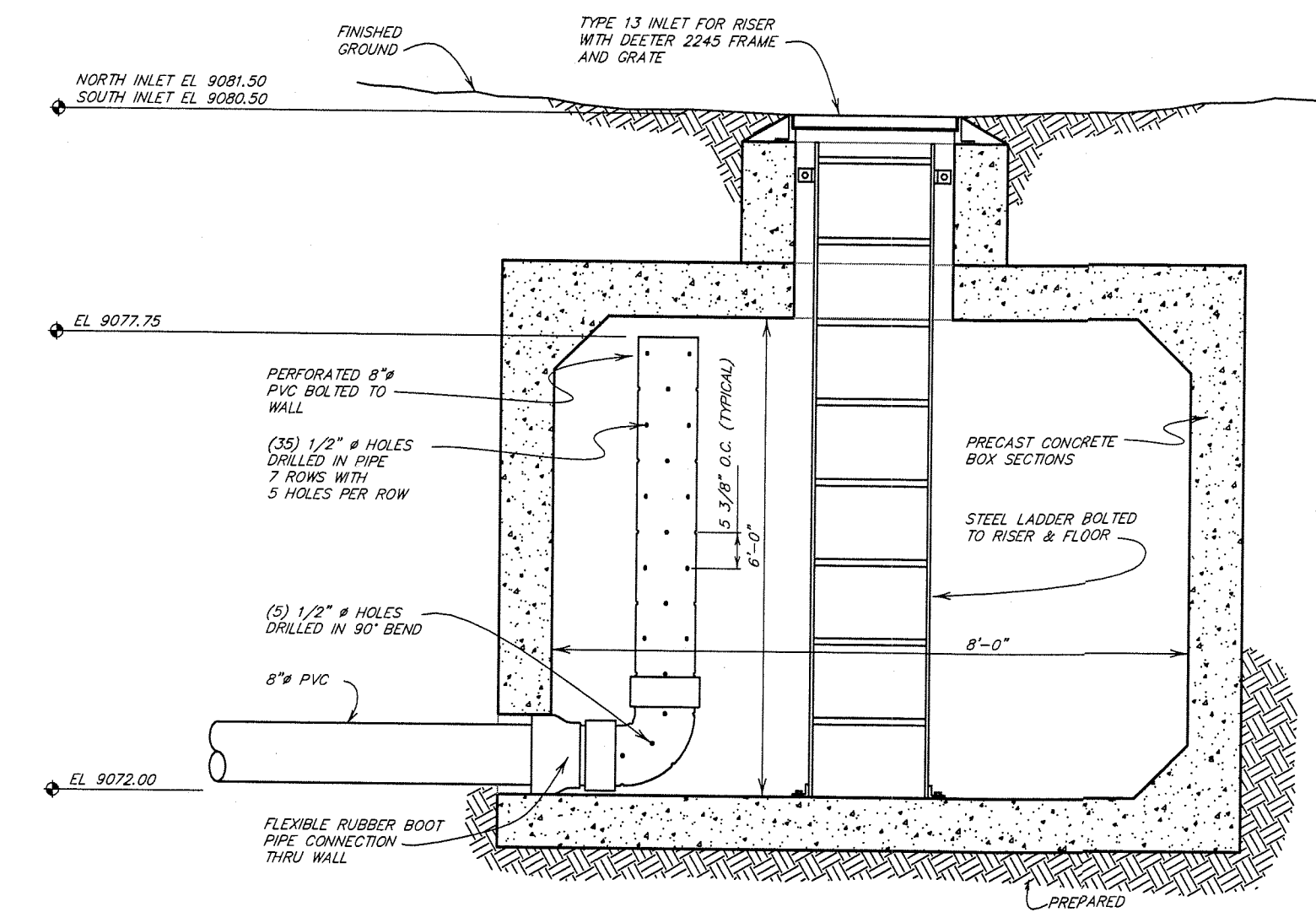
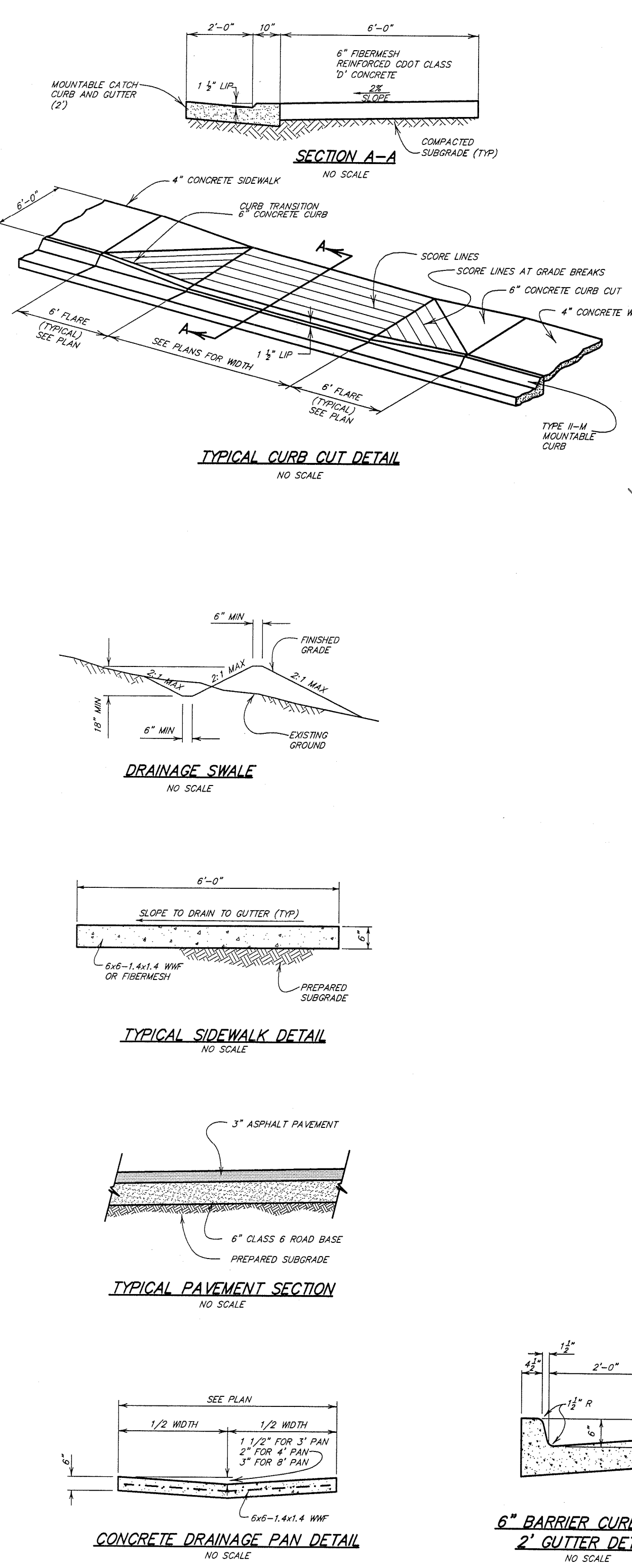
EXHIBIT B  
The Dillon Gateway PUD Site Plan



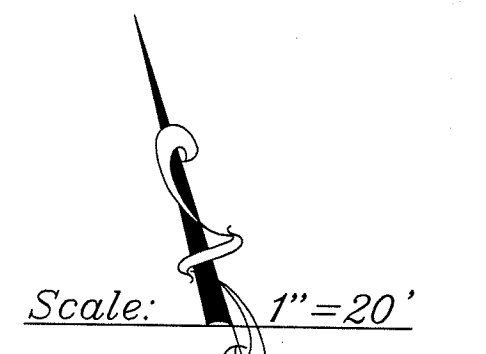
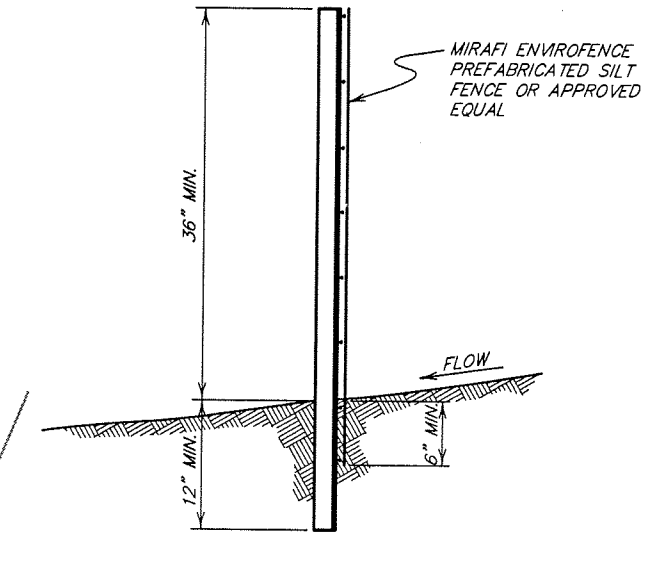
**GENERAL NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL THE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES TO FIELD LOCATE ALL UTILITIES. LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. UTILITIES SHOWN DO NOT NECESSARILY REPRESENT ALL UTILITIES WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION.
2. LOCATIONS OF EXISTING WATER AND SEWER MAINS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY LOCATIONS OF MAINS AND/OR SERVICE STUBS.
3. ALL SITE CONSTRUCTION SHALL CONFORM TO THE STANDARDS OF THE TOWN OF DILLON AND THE SILVERTHORNE-DILLON JOINT SEWER AUTHORITY.
4. EXISTING TOPOGRAPHY IS BASED ON A FIELD SURVEY BY RANGE WEST, INC., DATED SEPTEMBER 4, 2007. ELEVATIONS ARE BASED ON U.S.G.S MEAN SEA LEVEL DATUM.
5. THROUGHOUT CONSTRUCTION THE CONTRACTOR SHALL MONITOR SEDIMENT BARRIERS AND SHALL CLEAN OUT THESE AREAS AS NECESSARY TO PREVENT THE RELEASE OF SEDIMENT FROM THE SITE.
6. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE REVEGETATED FREE OF WEEDS AS ADVISED BY THE COUNTY AS NECESSARY TO PREVENT THE RELEASE OF SEDIMENT FROM THE SITE.
7. SEED ALL DISTURBED AREAS WITH NATIVE GRASSES USING THE USFS SEED MIXTURE AND WEED FREE STRAW MULCH.
8. BUILDING FOOTPRINT, DECKS AND ROOF LINE ARE BASED ON DRAWINGS PROVIDED BY THE ARCHITECT. OBTAIN PARTNERSHIP, INC. VERIFY ALL DIMENSIONS WITH APPROVED FOR CONSTRUCTION PLANS PRIOR TO ANY SITE WORK.
9. THE NEW WATER LINE, VALVES AND HYDRANTS FROM THE MAIN VALVE OUTLET ONWARD ARE PRIVATE AND MAINTAINED BY CUSTOMER.
10. THE NEW SEWER LINE AND FITTINGS FROM THE MAIN TAP ONWARD ARE PRIVATE AND MAINTAINED BY CUSTOMER.

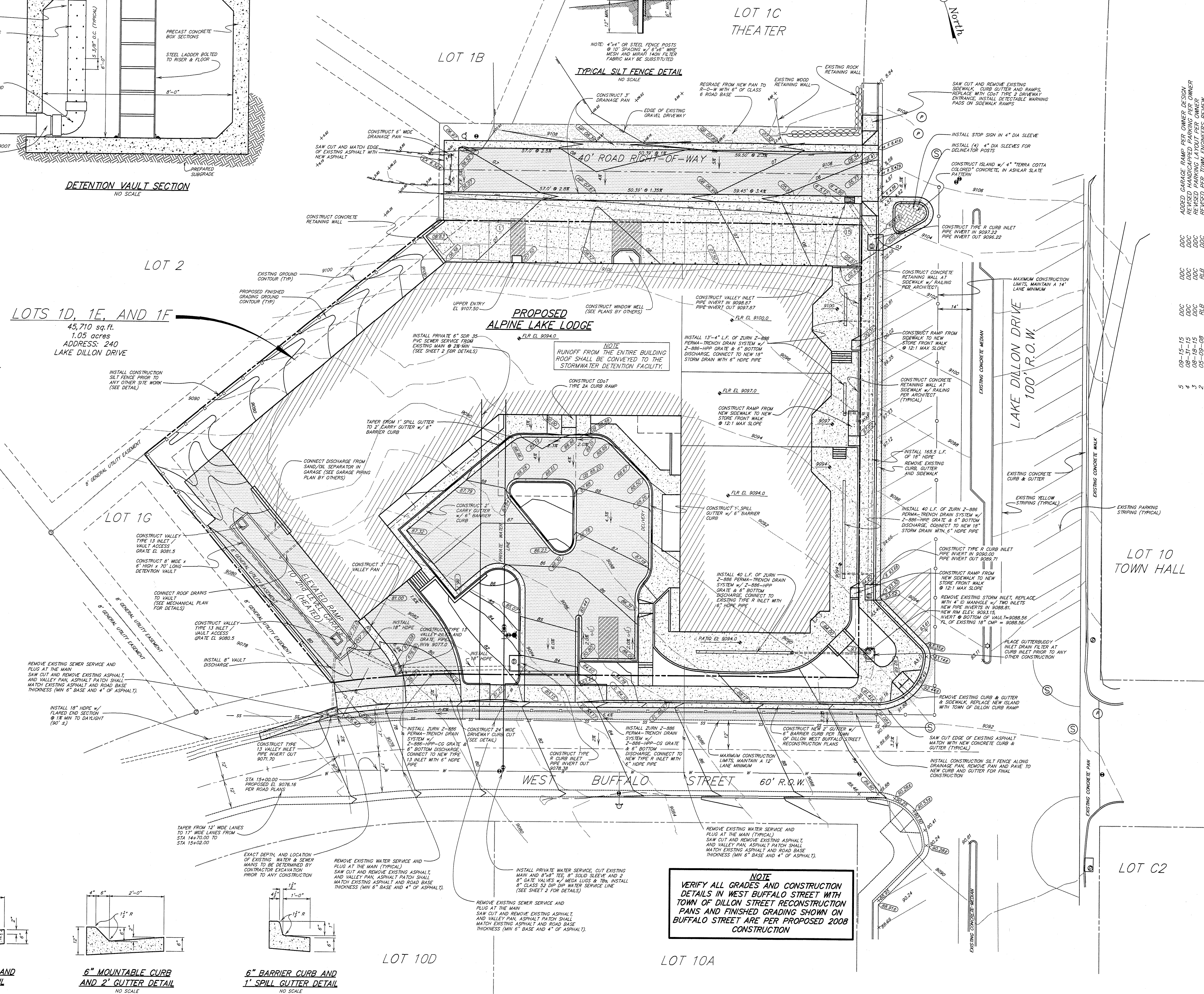
**DRAINAGE CALCULATIONS**  
SEE SEPARATE DRAINAGE REPORT BY RANGE WEST, INC.  
NOTE: ALL RUNOFF FROM THE ENTIRE BUILDING ROOF SHALL BE CONVEYED TO THE STORMWATER DETENTION FACILITY.



**DESIGN DISCLAIMER**  
THE DESIGN AND LAYOUT SHOWN ON THIS PLAN IS PER THE DIRECTION OF THE CLIENT, AND WILL REQUIRE FINAL DESIGN AND INPUT FROM THE PROJECT ARCHITECT AND ENGINEER.



- LEGEND**
- FOUND REBAR & PLASTIC CAP (PLS 11413)
  - FOUND #3 REBAR
  - FOUND BENT #4 REBAR
  - OVERHEAD UTILITY LINES
  - UTILITY POLE
  - PHONE PEDESTAL



**NOTE**  
VERIFY ALL GRADES AND CONSTRUCTION DETAILS IN WEST BUFFALO STREET WITH TOWN OF DILLON STREET RECONSTRUCTION PLANS AND FINISHED GRADING SHOWN ON BUFFALO STREET ARE PER PROPOSED 2008 CONSTRUCTION

No.	Description	Revision	Approved	Checked	Drawn	Designed	Date
1	ADDED GARAGE RAMP PER OWNER DESIGN	DDC					09-15-15
2	REVISED HANDICAPPED PARKING PER OWNER	DDC					08-31-15
3	REVISED PER TOWN ENGINEERS REVIEW	DDC					05-09-08
4	REVISED PER TOWN ENGINEERS REVIEW	DDC					04-14-08

**RANGE WEST, INC.**  
Consulting Engineers - Land Surveyors - Construction Managers  
P.O. Box 589 Silverthorne, CO 80498 Phone 970 468-6281 Denver Direct 623-0426

**IVANO OTTOBORGO**  
P.O. Box 294  
DILLON, COLORADO 80435

**ALPINE LAKE LODGE**  
LOT 1D, 1E, AND 1F, BLOCK B, NEW TOWN OF DILLON  
SUMMIT COUNTY, COLORADO

**GRADING AND DRAINAGE PLAN**

Sheet: 1 OF 3

**C1**

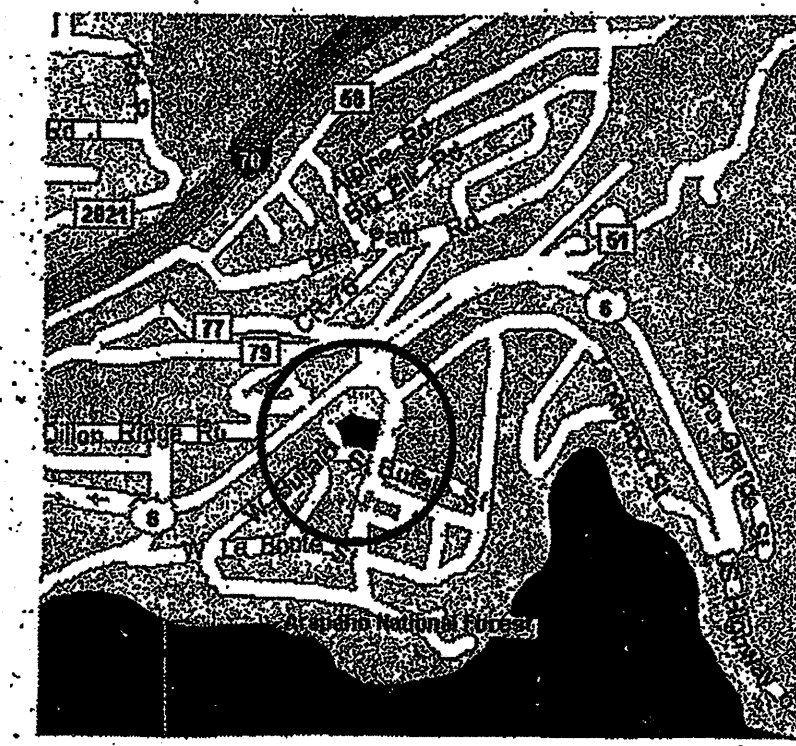
Proj. No.: 19787



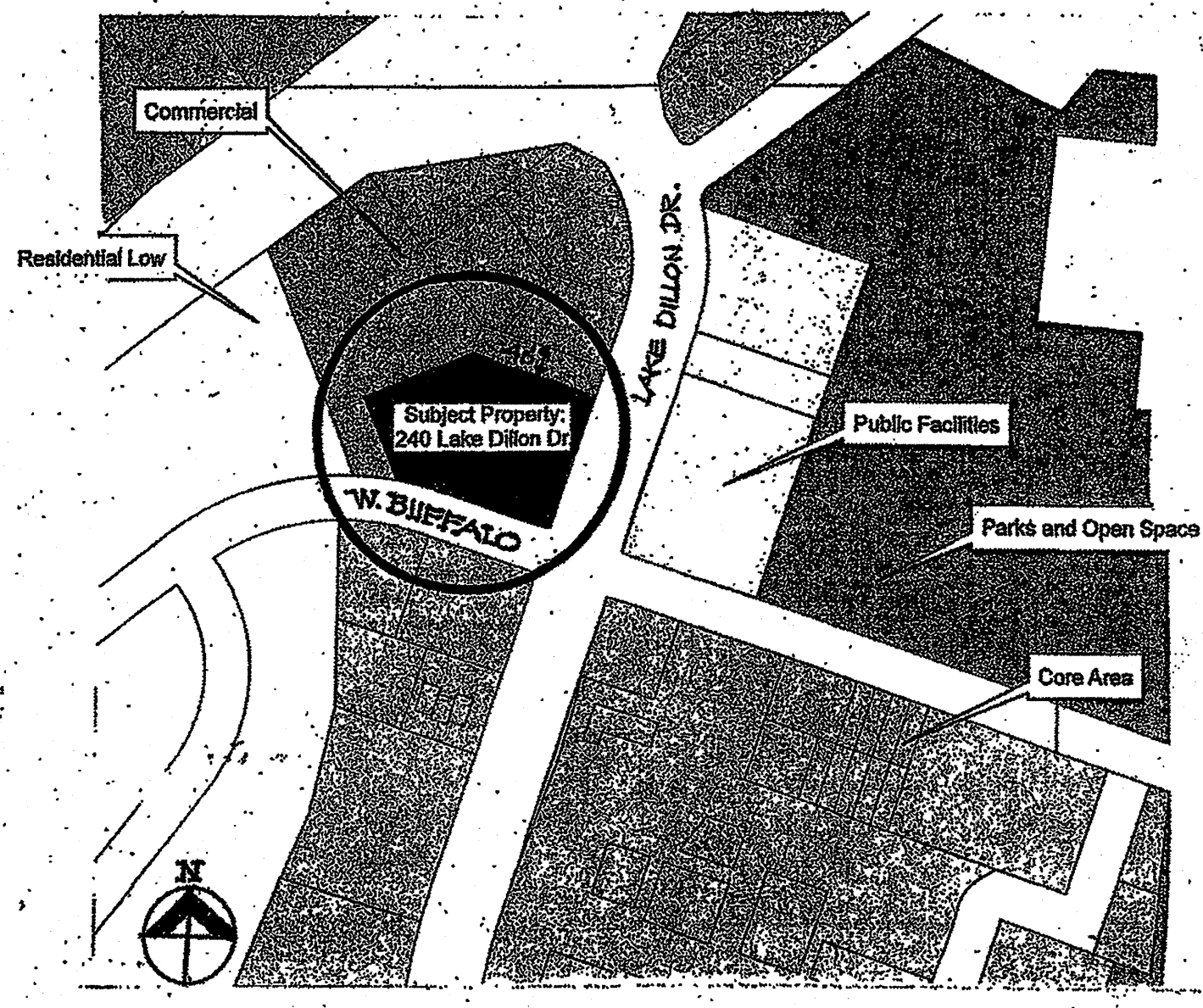
EXHIBIT C  
The Dillon Gateway PUD Development Plan







VICINITY MAP 1



VICINITY MAP 2

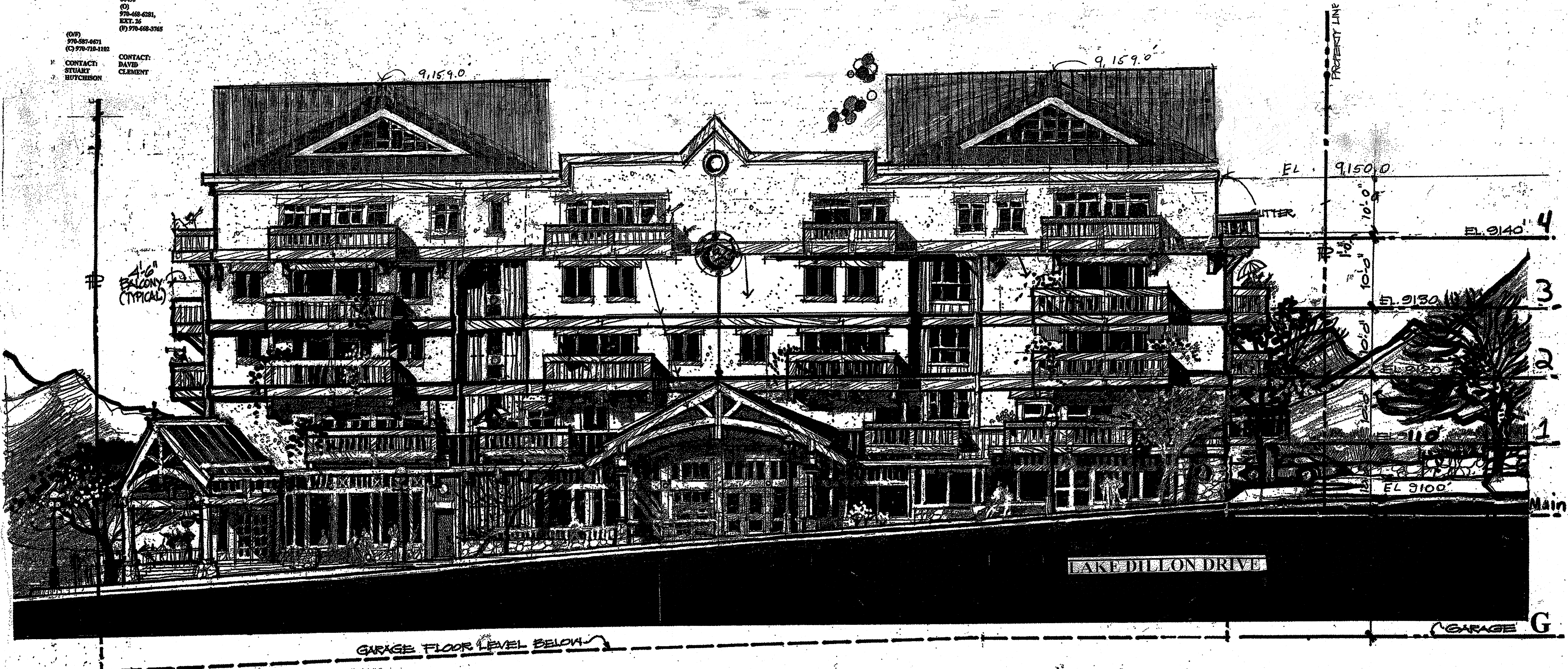
# INDEX

## SHEET

- A-1 COVER SHEET; VICINITY MAPS; CONCEPTUAL EAST ELEVATION
- A-2 PROJECT DATA (Apartment CONDOMINIUM) UNIT COUNT; PARKING COUNT
- A-3 SITE PLAN
- A-4 GARAGE LEVEL PLAN; SCALE: 1/16" = 1'-0"
- A-5 First and Second FLOOR PLANS; SCALE: 1/16" = 1'-0"
- A-6 Third and Fourth FLOOR PLANS; SCALE: 1/16" = 1'-0"
- A-7 FOURTH AND ROOF PLANS; SCALE: 1/16" = 1'-0"
- A-8 EAST ELEVATION; BUILDING SECTION; SCALE: 1/8" = 1'-0"
- A-9 SOUTH ELEVATION; SCALE: 1/8" = 1'-0"
- A-10 NORTH ELEVATION; SCALE: 1/8" = 1'-0"

### PROJECT DIRECTORY

<b>OWNER/ ON-SITE MANAGER</b> RYAN OTTORBOGO PO BOX 254 DILLON, CO 80435 (303) 978-7318	<b>ARCHITECT</b> STUART HUTCHISON ARCHITECTS 712 JAY AVE. JOHNSTOWN, COLORADO 80534  (303) 978-5874 (303) 978-712-1185	<b>CIVIL ENGINEER</b> RANGE WEST DAVID D. CLEMERT, P.E. P.O. BOX 88 SILVERTHORNE, COLORADO 80584 (303) 978-488-6281 EXT. 26 (303) 978-668-3765	<b>STRUCTURAL ENGINEER</b> T.B.V. GREG GENTKY P.E. 978-262-2011	<b>LANDSCAPE ARCHITECT</b> T.B.V. GREG GENTKY P.E. 978-262-2011	<b>CONTRACTOR</b> T.B.V.
	<b>CONTACT:</b> STUART HUTCHISON	<b>CONTACT:</b> DAVID CLEMERT			



**EAST** ELEVATION SCALE: 1/8" = 1'-0" SEE TYPICAL MATERIAL NOTES ABOVE. (SEE ALSO LIGHTING NOTES PREVIOUSLY SUBMITTED)

**DILLON GATEWAY**

**SHA**  
STUART HUTCHISON ARCHITECTS  
712 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 587-6671

240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

Project No.: 07-1015

Date:

Revisions:  
 CHANGED FROM 1/8" TO 1/16"

**SHA**  
STUART HUTCHISON ARCHITECTS  
712 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 587-6671

SHEET NO.

# A 1



# RESIDENTIAL: CONDOMINIUMS

EXHIBIT "C"  
DILLON GATEWAY PUD  
PAGE 2 OF 21

# COMMERCIAL: RESTAURANT, RETAIL SHOPS

	Bedroom	Bathroom	Square Required	Ft.	Parking
<b>Main Residential</b>					
M1	1	2	1,026	1.5	
<b>Total</b>	<b>1</b>		<b>1,026</b>	<b>1.5</b>	

### 1st Floor Residential

101	3	2	1,566	2	
102	2	2	1,344	2	
103	1	1	952	1.5	
104	2	2	1,218	2	
105	2	2	1,120	2	
106	1	1	840	1.5	
107	3	2	1,664	2	
108	2	2	980	2	
109	1	1	840	1.5	
110	2	2	1,178	2	
111	2	2	1,178	2	
112	1	1	840	1.5	
113	3	2	1,690	2	
114	2	2	1,680	2	
115	1	1	882	1.5	
116	2	2	1,148	2	
<b>Total</b>	<b>30</b>	<b>27</b>	<b>19,120</b>	<b>29.5</b>	

Bedroom Bathroom Square Required  
Ft. Parking

### 3rd Floor Residential

301	3	2	1,566	2	
302	2	2	1,344	2	
303	1	1	952	1.5	
304	2	2	1,218	2	
305	2	2	1,120	2	
306	1	1	840	1.5	
307	3	2	1,664	2	
308	2	2	980	2	
309	1	1	840	1.5	
310	2	2	1,178	2	
311	2	2	1,178	2	
312	1	1	840	1.5	
313	3	2	1,690	2	
314	2	2	1,680	2	
315	1	1	882	1.5	
316	2	2	1,148	2	
<b>Total</b>	<b>30</b>	<b>27</b>	<b>19,120</b>	<b>29.5</b>	

Bedroom Bathroom Square Required  
Ft. Parking

### 2nd Floor Residential

201	3	2	1,566	2	
202	2	2	1,344	2	
203	1	1	952	1.5	
204	2	2	1,218	2	
205	2	2	1,120	2	
206	1	1	840	1.5	
207	3	2	1,664	2	
208	2	2	980	2	
209	1	1	840	1.5	
210	2	2	1,178	2	
211	2	2	1,178	2	
212	1	1	840	1.5	
213	3	2	1,690	2	
214	2	2	1,680	2	
215	1	1	882	1.5	
216	2	2	1,148	2	
<b>Total</b>	<b>30</b>	<b>27</b>	<b>19,120</b>	<b>29.5</b>	

Bedroom Bathroom Square Required  
Ft. Parking

### 4th Floor Residential

401	3	2	1,566	2	
402	2	2	1,344	2	
403	1	1	952	1.5	
404	3	2	1,218	2	
405	3	2	1,120	2	
406	1	1	840	1.5	
407	3	2	1,664	2	
408	2	2	980	2	
409	1	1	840	1.5	
410	2	2	1,178	2	
411	2	2	1,178	2	
412	1	1	840	1.5	
413	3	2	1,690	2	
414	2	2	1,680	2	
415	1	1	882	1.5	
416	1	1	1,148	1.5	
<b>Total</b>	<b>31</b>	<b>26</b>	<b>19,120</b>	<b>29</b>	

Bedroom Bathroom Square Required  
Ft. Parking

### RESIDENTIAL: PARKING BREAKDOWN

	Regular/Compact:	HC:	Total:
Garage level:	77 reg. 18'x9'	3 HC	80 parking spaces w/ 8' aisle
1st floor:	19 reg. 18'x9'	2 HC	21 parking spaces w/ 8' aisle
Ramp:	2 reg. 18'x9'	N/A	2 parking spaces
Courtyard:	4 reg. 18'x9'	N/A	4 parking spaces
North 40ft ROW:	15 comp. 16'x9'	N/A	15 parking spaces
<b>Total:</b>			<b>122 parking spaces</b>

HC: Handicapped

\*Commercial handicapped spaces required: 2 w/ 8' aisle 2 HC req. in courtyard 2 HC shown in courtyard

### PROJECT DATA

- Address: 240 Lake Dillon Dr. Dillon, Colorado
- Site description: Lot 1DEF Block B, New town of Dillon, Summit County, Colorado
- Site Area: 1.05 Acres = 45,710 Sq. ft
- Mixed Occupancy: Residential and commercial with underground garage

Levels:	Habitable space:	Support Area:	Total:
Garage Level:	33,448 sq. ft.	0	33,448 sq. ft.
Main Floor:	19,120 sq. ft.	3,163 sq. ft.	22,283 sq. ft.
1st Floor:	19,120 sq. ft.	3,163 sq. ft.	22,283 sq. ft.
2nd Floor:	19,120 sq. ft.	3,163 sq. ft.	22,283 sq. ft.
3rd Floor:	19,120 sq. ft.	3,163 sq. ft.	22,283 sq. ft.
4th Floor:	19,120 sq. ft.	3,163 sq. ft.	22,283 sq. ft.
<b>Total:</b>			<b>144,863 sq. ft.</b>

### COMMERCIAL: Restaurant & Retail Shops

Areas	Square Ft.
Restaurant:	4,306
Retail No. 1:	2,568
Retail No. 2:	1,608
<b>Totals:</b>	<b>8,482</b>

### Commercial Parking Required

Restaurant: 1 space per 250 sq. ft.  
4,306 sq. ft. = 17.2 spaces

Commercial/Retail: 1 space per 650 sq. ft.  
4,176 sq. ft. = 6.5 spaces

Total Commercial parking required:  
24 spaces

Parking Provided:  
2 HC provided on site  
22 provided by Town of Dillon

Units	Bedroom	Bathroom	Square Required	Ft.	Parking
<b>Total Project</b>	<b>65</b>	<b>122</b>	<b>109</b>	<b>77,506</b>	<b>119</b>

**DILLON GATEWAY**

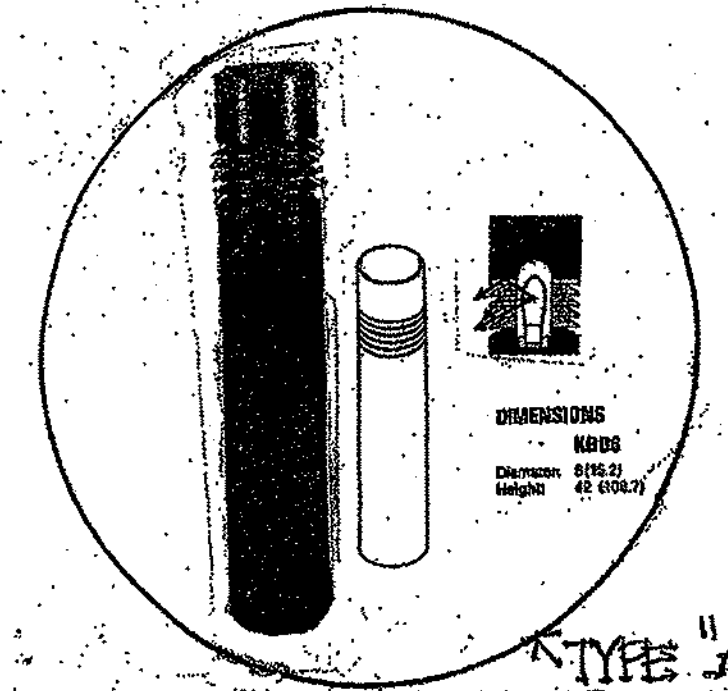
240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

Stuart Hutchison Architects  
712 Jay Avenue  
Johnstown, Colorado 80534  
Phone/Fax: 970-587-0671

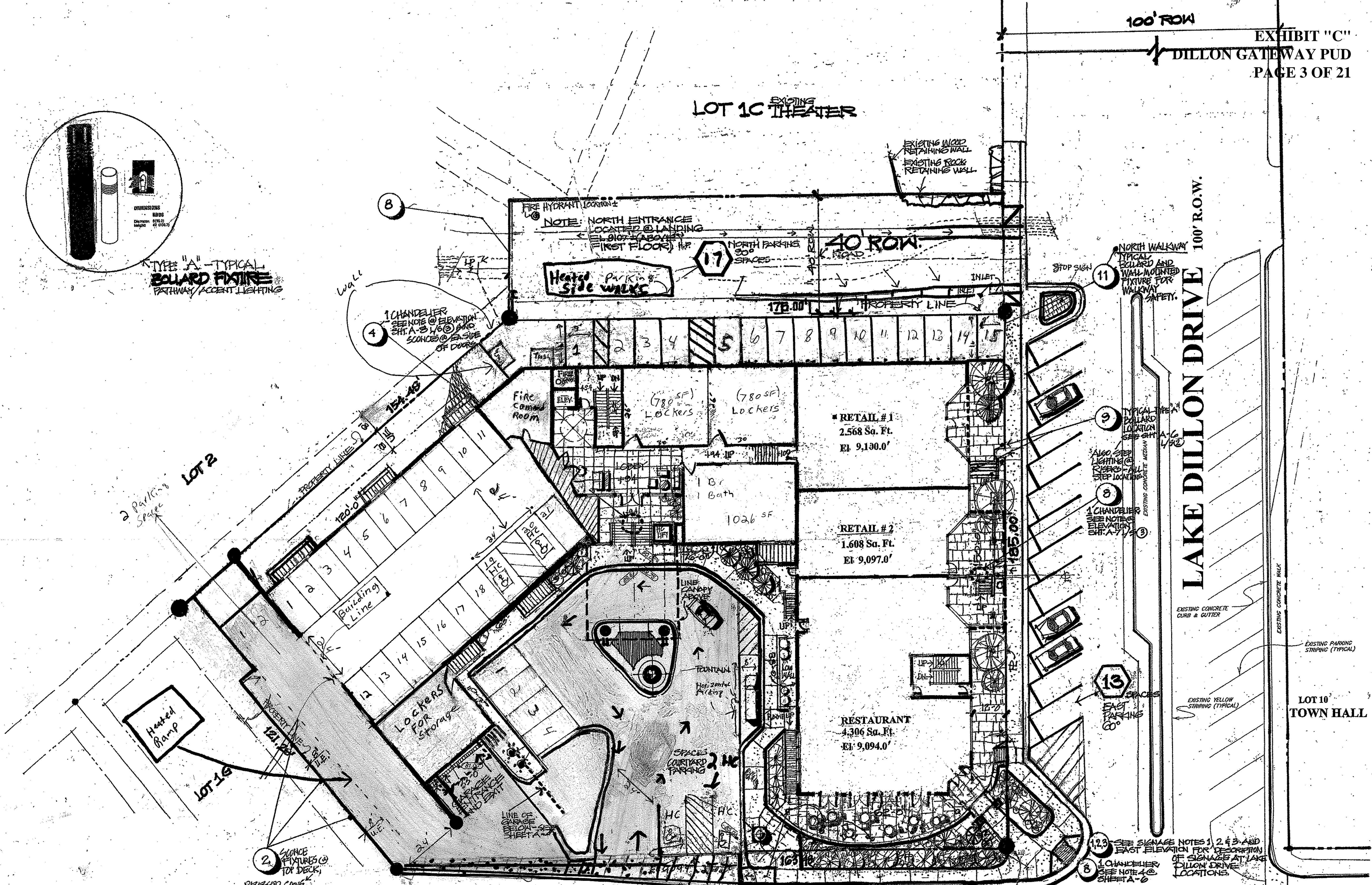
A-2



LOT 1C THEATER



TYPE "A" TYPICAL BOLLARD FIXTURE PATHWAY/ACCENT LIGHTING



PLEASE NOTE: LANDSCAPING INDICATION ON THIS SITE PLAN IS CONCEPTUAL ONLY.



WEST BUFFALO STREET 30' R.O.W.

Entrance

SITE PLAN SCALE: 1/8" = 1'-0"

RE: SURVEY ATTACHED & CIVIL ENGINE SHEET A-11.  
1 FIRST FLOOR PLAN

LIGHTING/SIGNAGE NOTES

KEY: PLEASE SEE LIGHTING AND SIGNAGE NOTES LISTED ON SHEET AND IDENTIFIED BY NUMBER @ EACH PLAN OR ELEVATION THUS

DILLON GATEWAY

SHA  
STUART HUTCHINSON ARCHITECTS  
240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

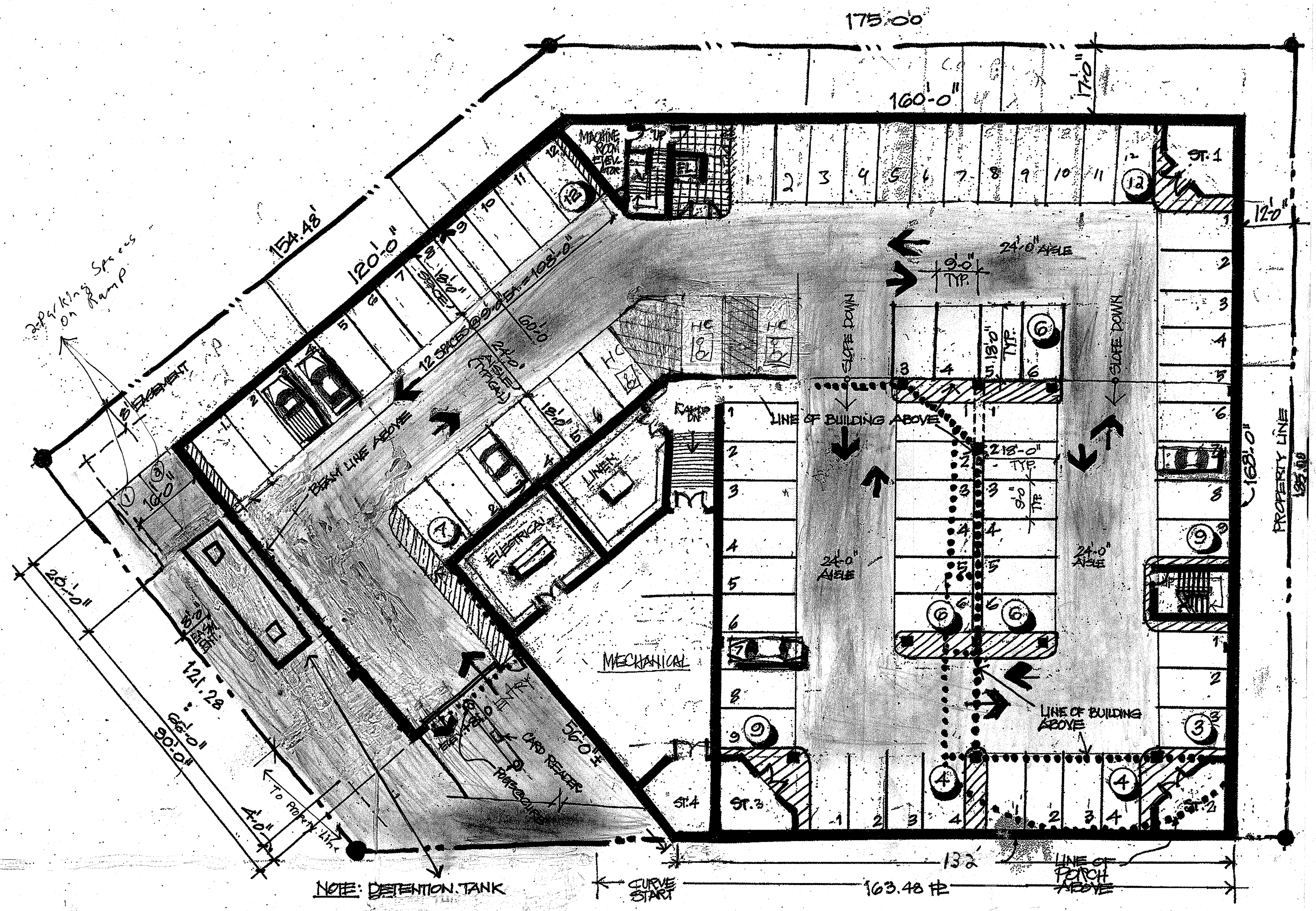
Project No.: 07-1015  
Date:  
Revisions:

PLEASE CHECK CIVIL PLAN DETAILS. SEE ALSO SPACE COUNT TO 13 (FROM N @ EAST FACE)

SHA  
STUART HUTCHINSON ARCHITECTS  
711 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 587-4671

SHEET NO.  
A-3





**GARAGE** SCALE: 1/16" = 1'-0"  
 ELEV: VARIES (10' CLEAR HT. THROUGHOUT)

# DILLON GATEWAY

**SHA**  
 STUART HUTCHISON ARCHITECTS  
 712 24th AVENUE  
 JOHNSTOWN, COLORADO 80534  
 PHONE/FAX (970) 597-0671

240 LAKE DILLON DRIVE  
 DILLON, COLORADO 80435

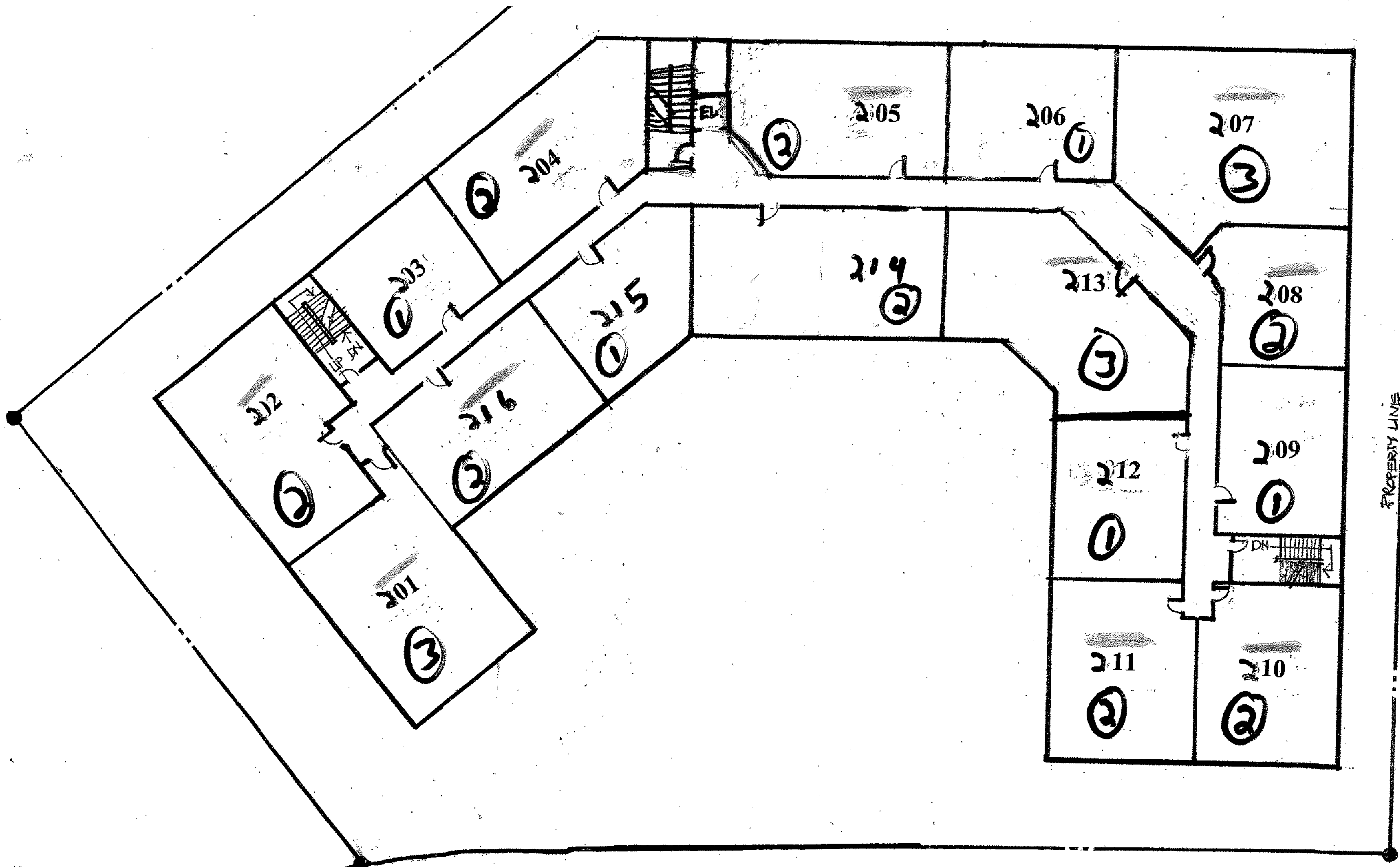
Project No.: 07-1015  
 Date:  
 Revisions:

**SHA**  
 STUART HUTCHISON ARCHITECTS  
 712 24th AVENUE  
 JOHNSTOWN, COLORADO 80534  
 PHONE/FAX (970) 597-0671

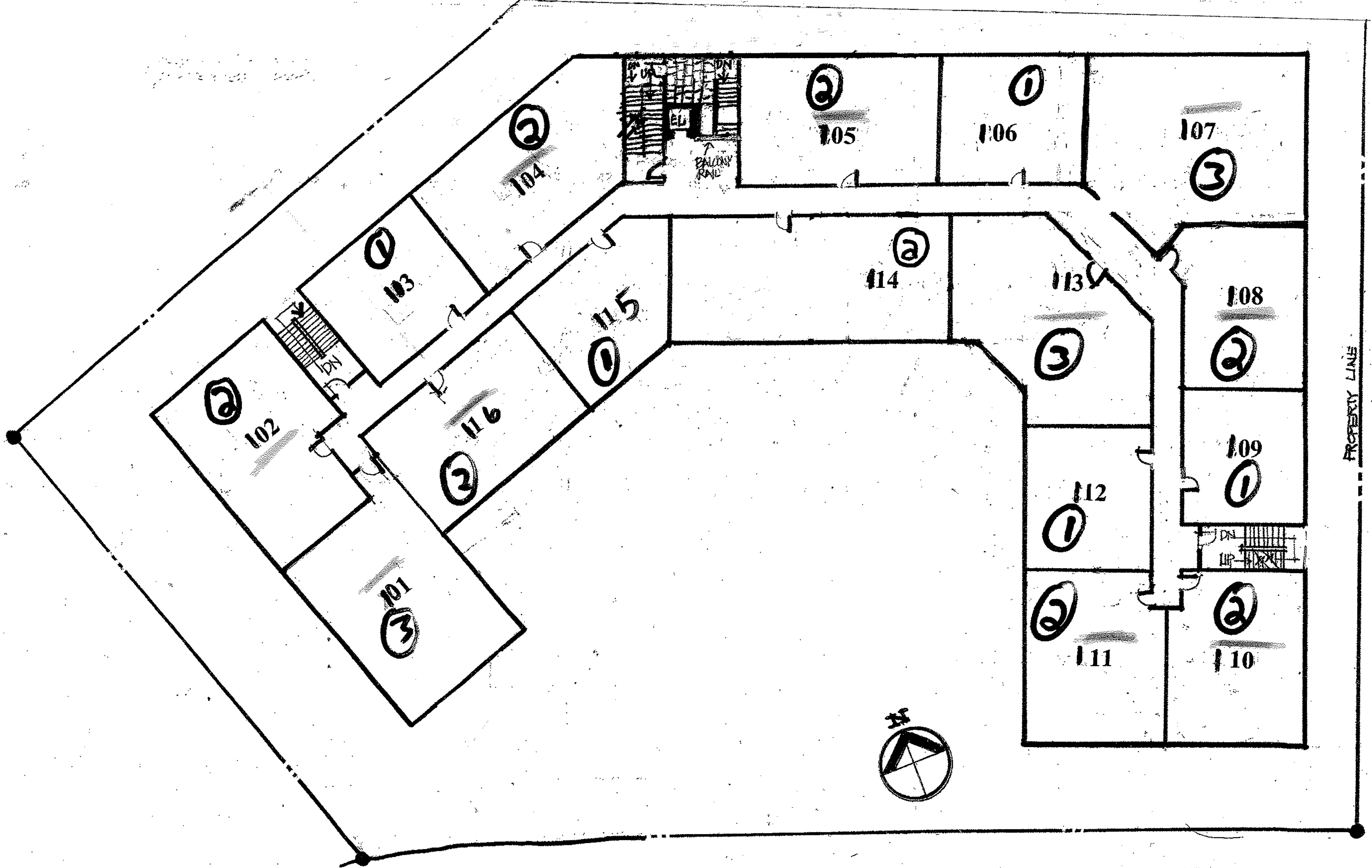
SHEET NO.

**A-4**





2nd FLOOR PLAN  
SCALE: 1/16" = 1'-0"



1st FLOOR PLAN  
SCALE: 1/16" = 1'-0"

NOTE 1: BALCONIES AT ALL UNITS TO BE DESIGNED WITH UNIT DESIGN PHASE. SEE ELEVATIONS FOR APPROXIMATE LOCATIONS.  
NOTE 2: PLEASE SEE RESIDENTIAL DATA, ITEM III FOR BEDROOM, AND BATH COUNTS.

**DILLON GATEWAY**

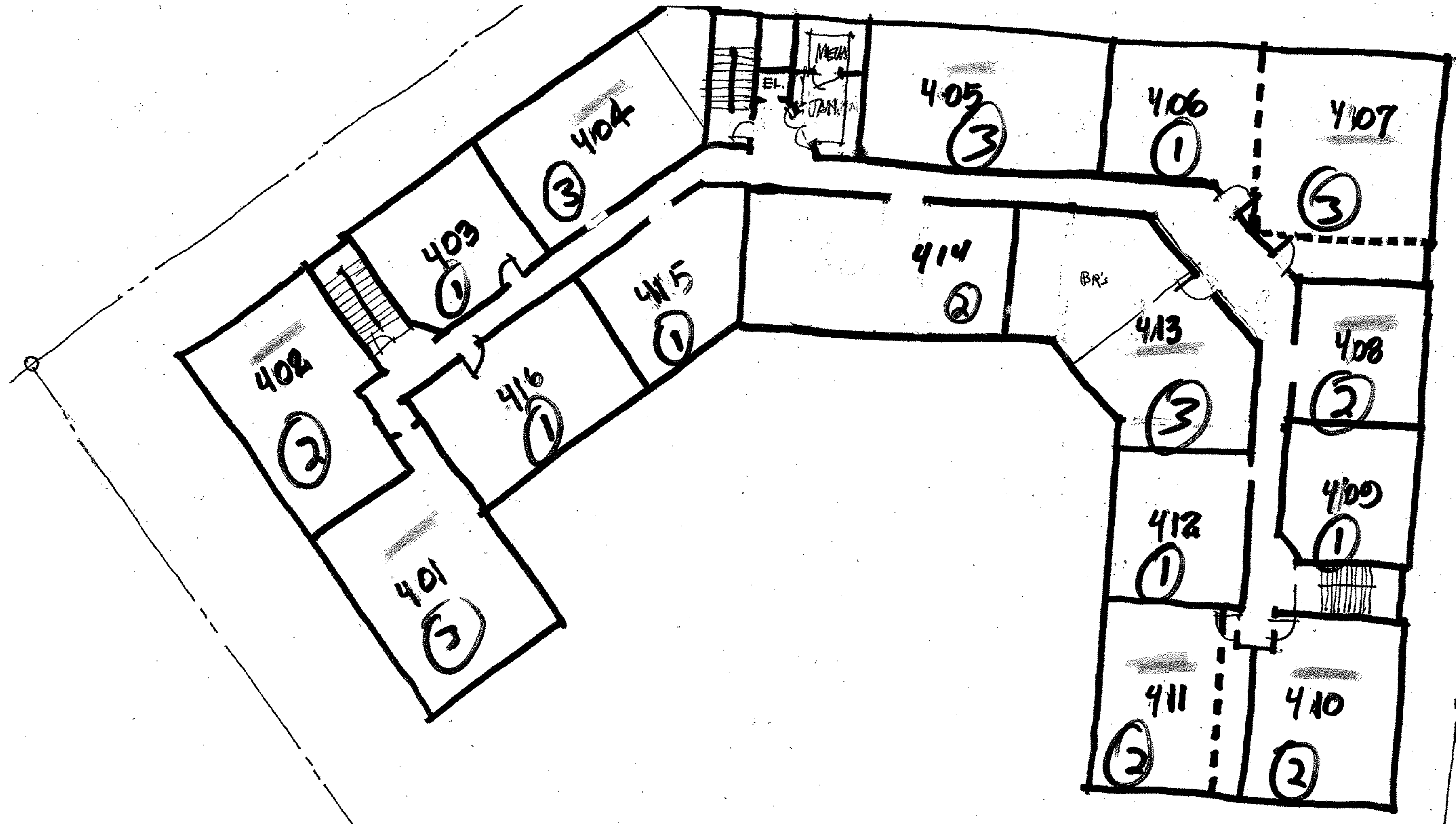
**SHA**  
STUART HUTCHISON ARCHITECTS  
712 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 587-0671

240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

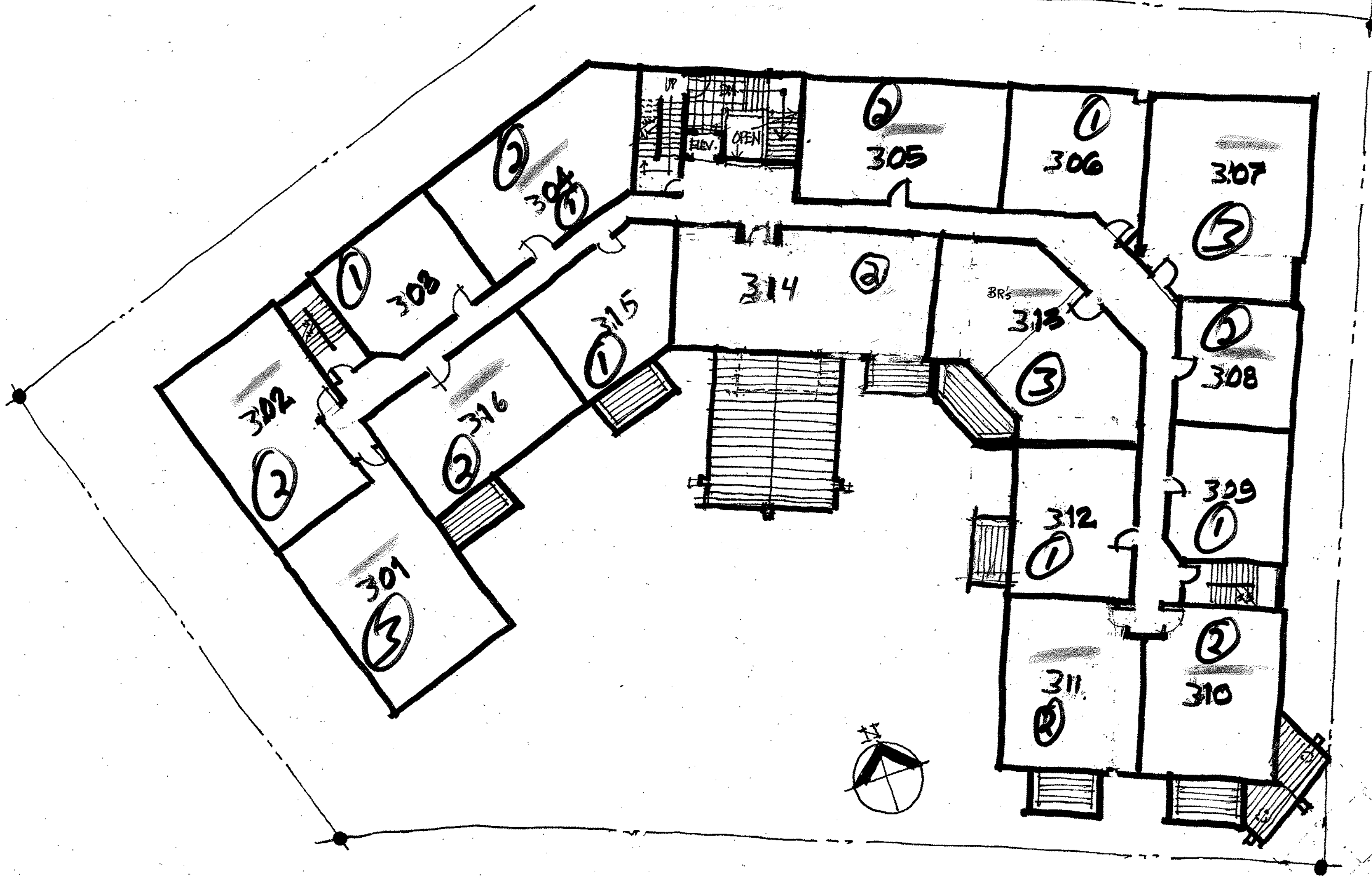
Project No.: 07-1015  
Date:  
Revisions:

**SHA**  
STUART HUTCHISON ARCHITECTS  
712 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 587-0671

SHEET NO.  
**A-5**  
OF 12



**4**  
4TH FLOOR  
BALCONIES IN DESIGN  
1/16" = 1'-0"



**3**  
3RD FLOOR  
BALCONIES IN DESIGN  
1/16" = 1'-0"

**DILLON GATEWAY**

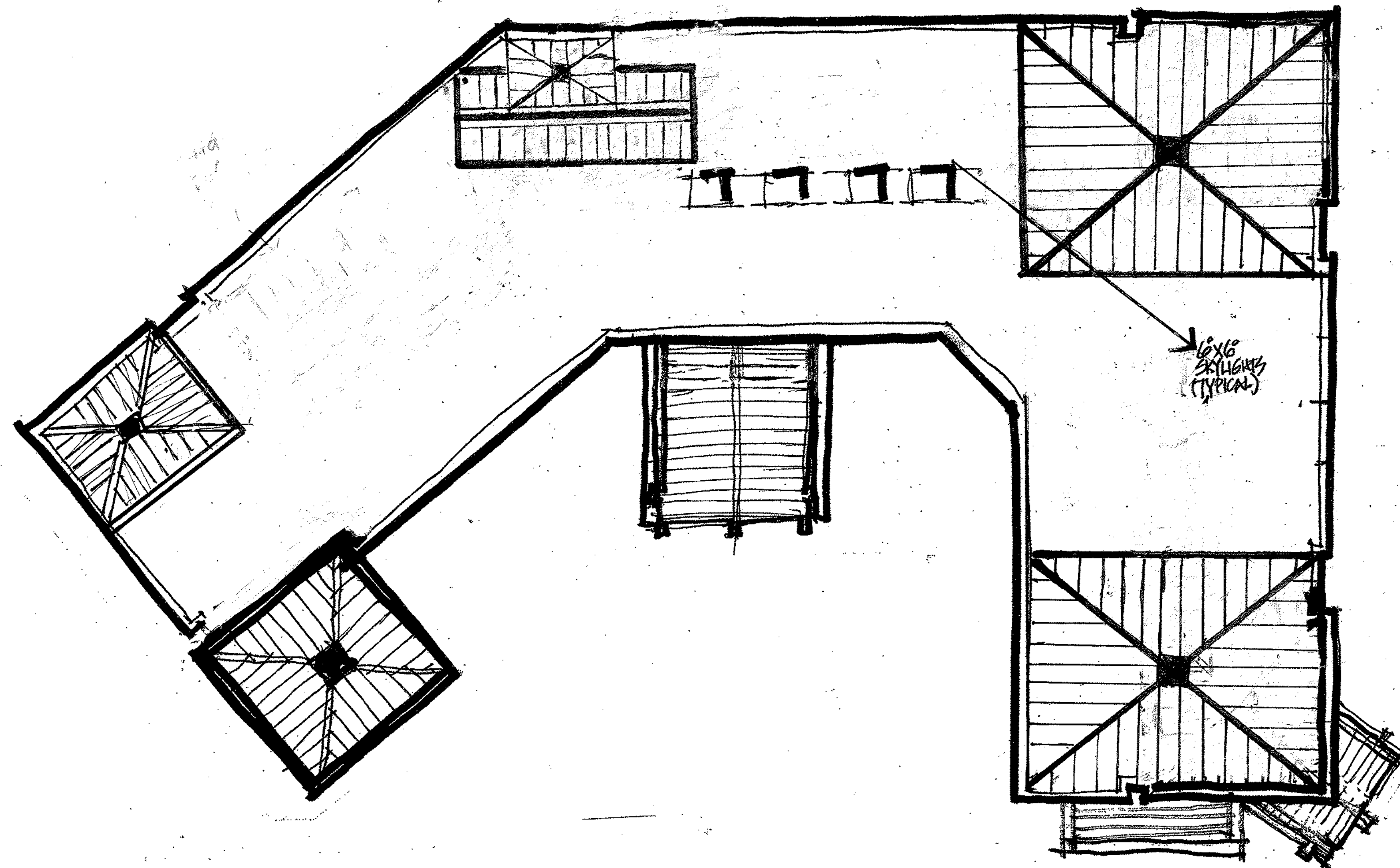
**SHA**  
STUART HUTCHISON ARCHITECTS  
711 JAY AVENUE  
DILLON, COLORADO 80435  
PHONE FAX 303 838-6621

240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

**A-6**  
**SHA 2**



EXHIBIT "C"  
DILLON GATEWAY PUD  
PAGE 7 OF 21



LIGHTING NOTES

1. Roof deck and walk way will be illuminated by round bollard lights illuminating the walk way surface and the deck surface. The number of lights will be determined by safety needs for these public areas. The restroom area exit door will have two external downward illuminating sconces located on both sides of the door and will have a similar design to the upper deck lights.
2. All upper decks with no deck structure above them will be illuminated by two downward illuminating sconces on both sides of the deck access doors.
3. All decks with a deck structure above will be illuminated by recessed can lights or hanging lighting from the under side of the deck structure above.
4. The main entry on Buffalo Drive will be illuminated by two stone lighting structures similar in design to the entrance of the Town of Dillon located off Buffalo Drive. The stairway and entrance to the lobby area will be illuminated by shielded lights directed to the stairs, two downward illuminating sconces on both sides of the door, and a subdued out door decorative chandelier under the roof truss.
5. The parking entrance will be lit by two downward illuminating sconces located on either side of the garage entry door.
7. Patio will be illuminated by a combination of surface mounted bollard lights, downward facing post lights from the deck rail, and downward illuminating sconces from the sides of the patio doors.
8. Each of the two porticos on the Lake Dillon Drive side and the north entry of the building will be illuminated per the main entry, line item 4 above.
9. The plaza area will be illuminated by recessed can lights if the ceiling area is closed structure. If the ceiling area is open truss work a surface fixture will illuminate this area. All lighting will be under the cave structure covering the plaza area. A pair of bollards will light each of the transverse walks from the Lake Dillon Dr sidewalk to the plaza area.
10. All signage will be lit with the downward wrought iron fixtures similar to the main sign in item 6 above.
11. The north walk way to Lake Dillon Dr. will be illuminated with recessed building side wall mounted louvered lights at intervals necessary for safe passage.

**DILLON GATEWAY**

**SHA**  
STUART HUTCHISON ARCHITECTS  
712 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 887-0871

240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

Project No.: 07-1015

Date:

Revisions:

**SHA**  
STUART HUTCHISON ARCHITECTS  
712 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 887-0871

SHEET NO.

A-7

OF

**LIGHTING NOTES**



NOTE: THERE ARE NO SIGNAGE ELEMENTS AT THE ROOF LEVEL.

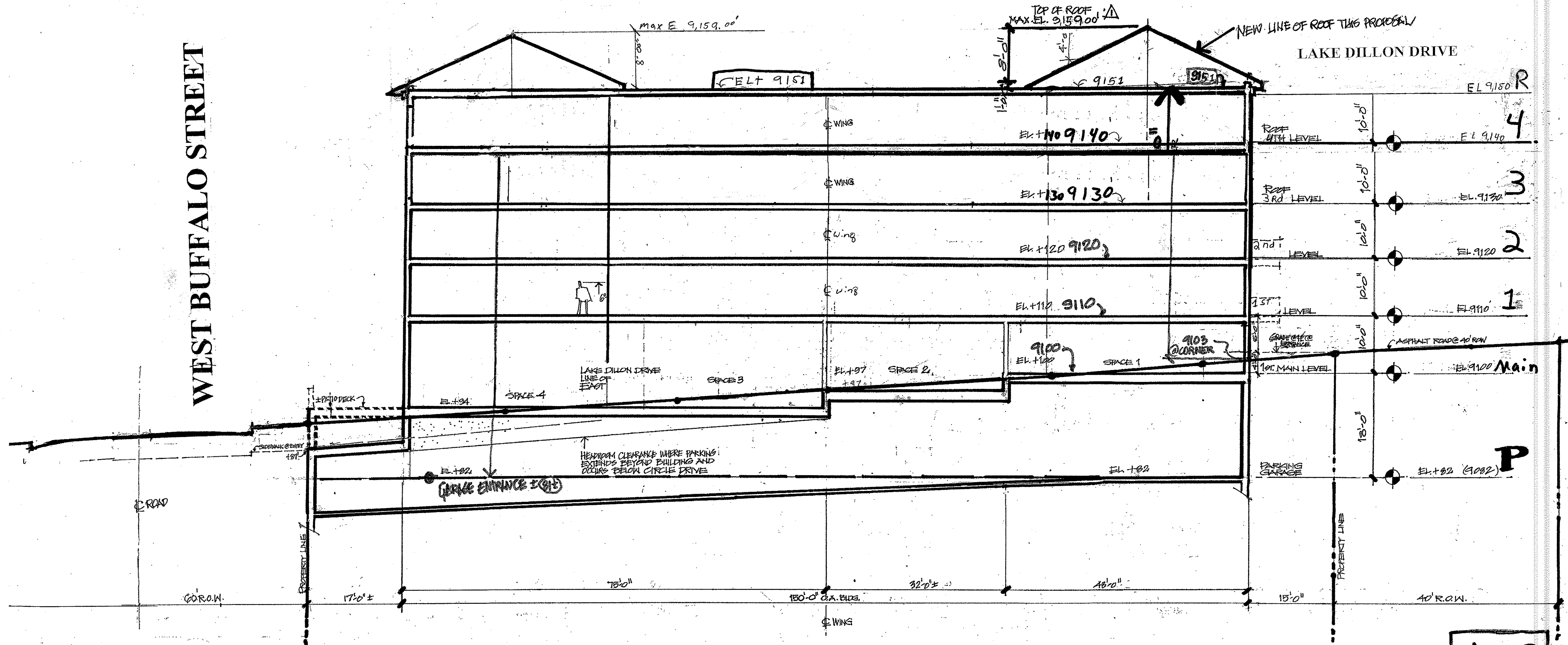
**4<sup>TH</sup> FLOOR PLAN**

SCALE: 1/16" = 1'-0"

# DILLON GATEWAY

240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

Stuart Hutchison Architects  
712 Jay Avenue  
Johnstown, Colorado 80534  
Phone/Fax 970-587-0671



SOUTH TO NORTH  
**BUILDING SECTION** @ EAST WING LOOKING WEST  
SCALE: 1/8" = 1'-0"

A-8  
SHAG



**DILLON GATEWAY**

Stuart Hutchison Architects  
712 Jay Avenue  
Johnstown, Colorado 80534  
Phone/Fax 970-587-0671

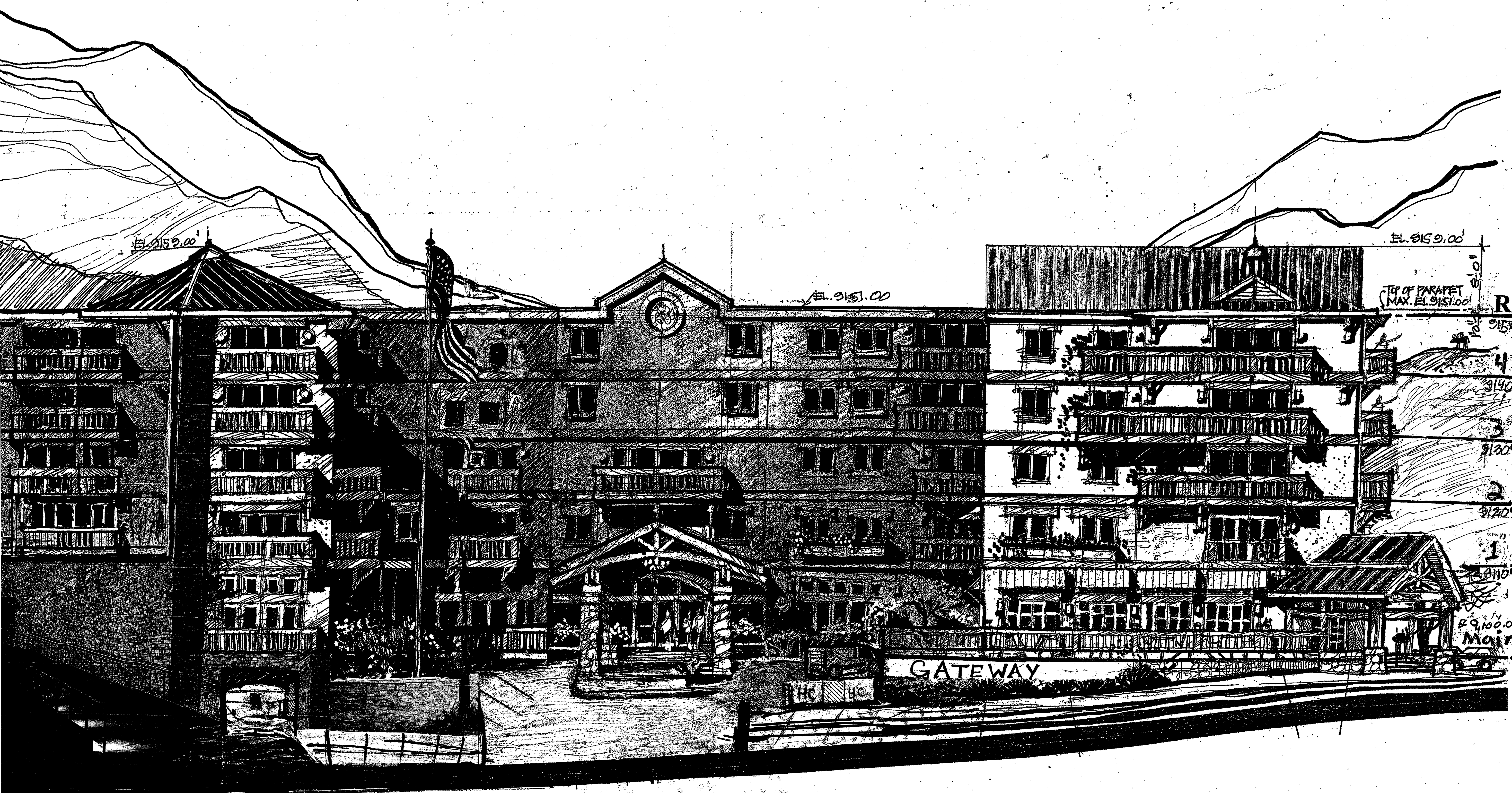
240 LAKE DILLON DRIVE  
DILLON, COLORADO 80435

Project No.: 07-1015  
Date:  
Revisions:

REVISIONS TO  
MATCH CIVIL PLAN.  
(SIDEWALK, ETC.)

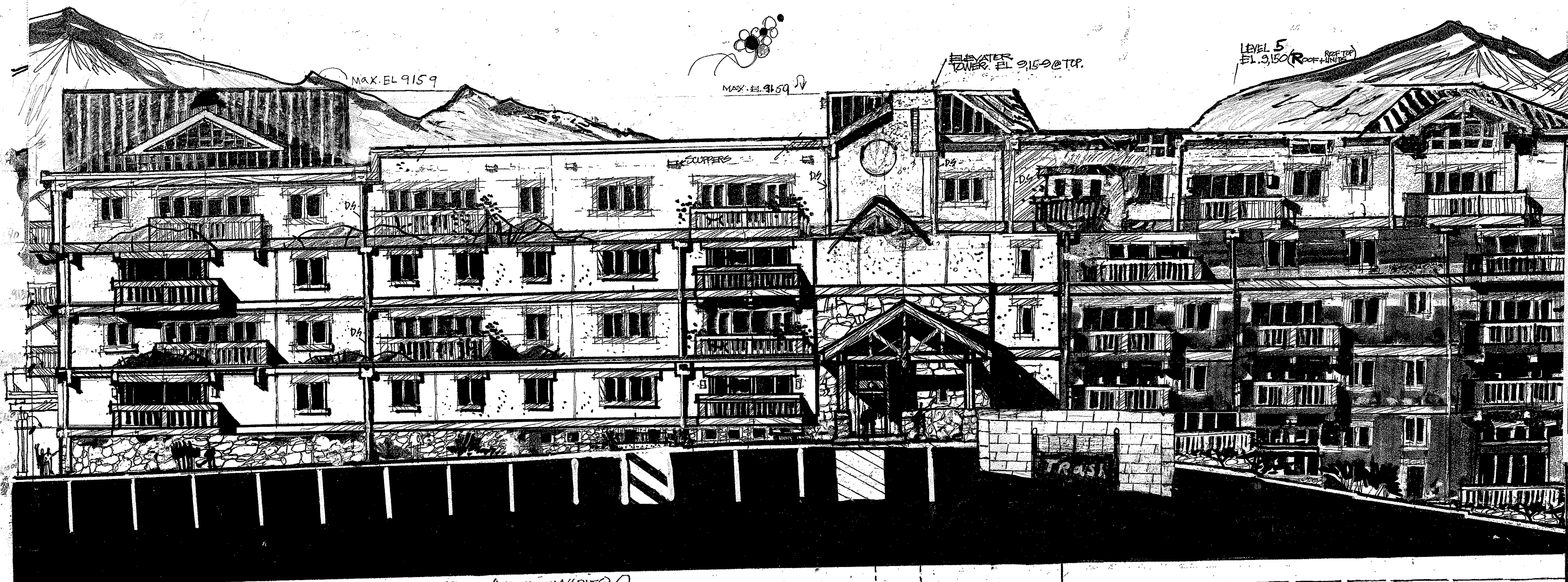
**SHA**  
STUART HUTCHISON ARCHITECTS  
712 JAY AVENUE  
JOHNSTOWN, COLORADO 80534  
PHONE/FAX (970) 587-0671

SHEET NO.  
**A-9**  
OF 6



**SOUTH** ELEVATION SCALE: 1/8" = 1'-0"  
SEE NOTES @ EAST ELEVATION FOR MATERIALS.





**DILLON GATEWAY**  
 240 LAKE DILLON DRIVE  
 DILLON, COLORADO 80435

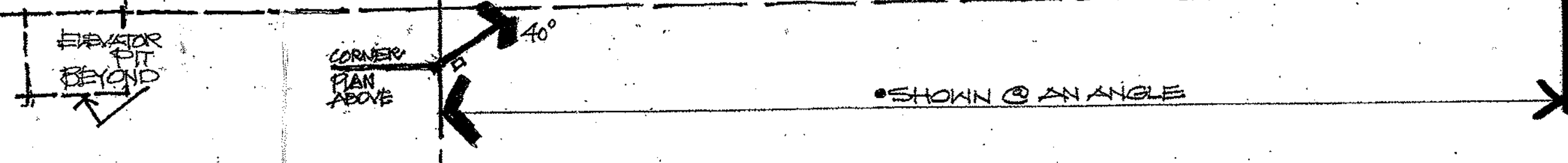
Stuart Hutchison Architects  
 712 Jay Avenue  
 Johnstown, Colorado 80534  
 Phone/Fax 970-587-0671

Project No.: 07-1015  
 Date:  
 Revisions:

**SHA**  
 STUART HUTCHISON ARCHITECTS  
 712 JAY AVENUE  
 JOHNSTOWN, COLORADO 80534  
 PHONE/FAX (970) 587-0671

SHEET NO.  
**A-10**  
 OF

**NORTH ELEVATION** SCALE: 1/8" = 1'-0" SEE SHEET A-8 FOR ADDITIONAL ROOF HEIGHT INFORMATION

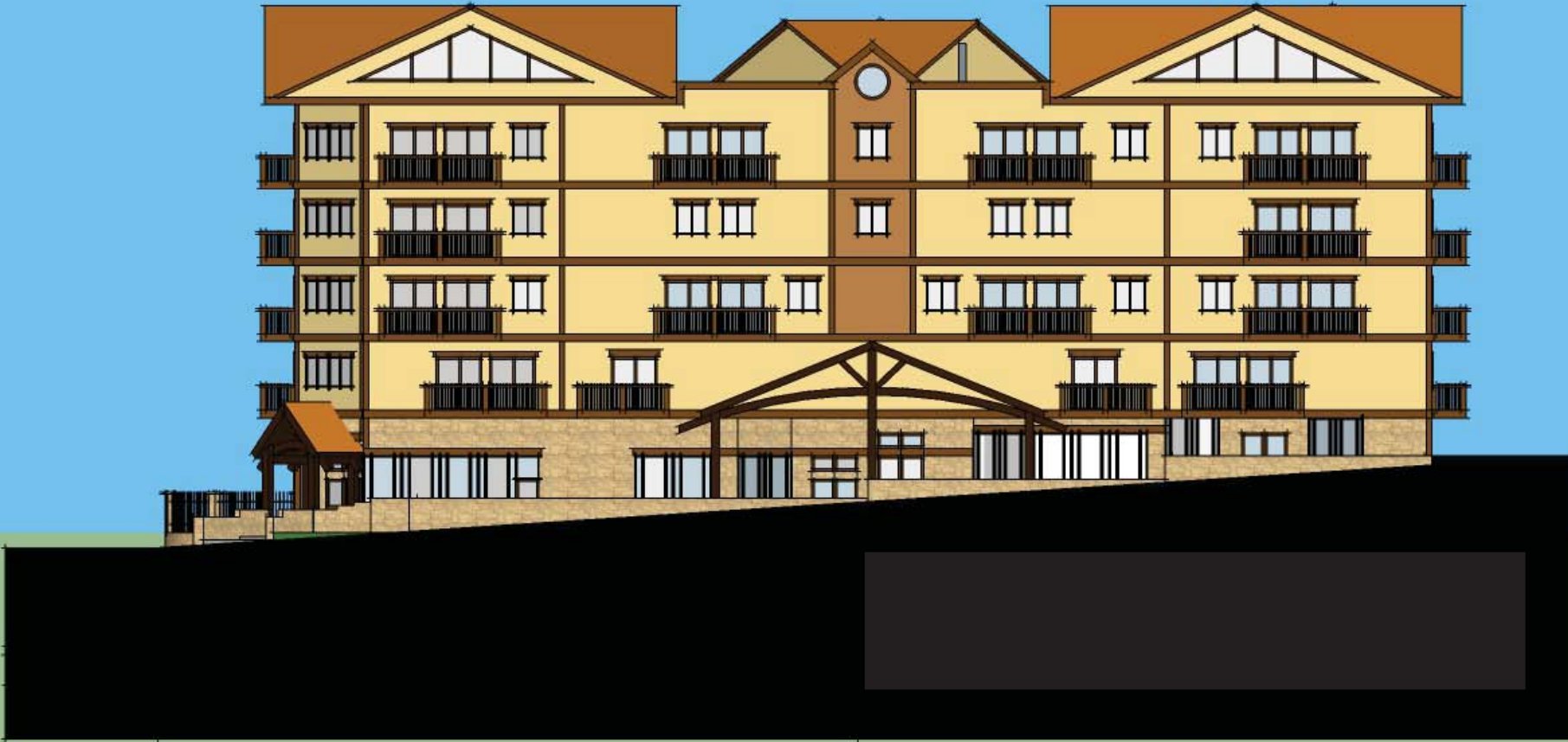






**EXHIBIT "C"**  
**DILLON GATEWAY PUD**  
**PAGE 11 OF 21**

Color Rendering  
@ Buffalo St. & Lake Dillon Dr.  
Aerial View Looking Northwest  
Towards Ptarmigan Mountain



**EXHIBIT "C"**  
**DILLON GATEWAY PUD**  
**PAGE 12 OF 21**

Color Rendering  
Lake Dillon Drive Elevation  
(EAST ELEVATION)









**EXHIBIT "C"**  
**DILLON GATEWAY PUD**  
**PAGE 14 OF 21**

Color Rendering  
@ Buffalo St. & Lake Dillon Dr.  
Looking at Restaurant Doors



Color Rendering  
@ Buffalo St. & Lake Dillon Dr.  
Looking North





**EXHIBIT "C"**  
**DILLON GATEWAY PUD**  
**PAGE 16 OF 21**

Color Rendering  
West Buffalo St. Elevation  
(SOUTH ELEVATION)







Color Rendering  
Northeast Elevation





Color Rendering  
@ Buffalo St. perspective  
Looking Northeast  
Towards Dillon Town Hall



**EXHIBIT "C"**  
**DILLON GATEWAY PUD**  
**PAGE 20 OF 21**

Color Rendering  
West Elevation





**EXHIBIT "C"  
DILLON GATEWAY PUD  
PAGE 21 OF 21**

Color Rendering  
North Elevation  
View from 40' Right-of-Way



EXHIBIT D  
Estimated Cost of Improvements



EXHIBIT "D"  
**ESTIMATED COST OF IMPROVEMENTS**  
DILLON GATEWAY PLANNED UNIT DEVELOPMENT

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Price</u>
<b>West Buffalo St. Improvements</b>	a Removals + Clearing & Grubbing	1	LS	\$ _____	\$ _____
	b Furnish & Install Curb and Gutter (Type IIM)	258	LF	\$ _____	\$ _____
	c Furnish & Install 8" Thick Concrete Driveway Curbscuts (6' wide)	636	SF	\$ _____	\$ _____
	d Furnish & Install 4" Thick Concrete sidewalks (6' wide)	702	SF	\$ _____	\$ _____
	e Furnish & Install Storm sewer Inlets and piping	1	LS	\$ _____	\$ _____
	f Furnish & Install 4" thick asphalt patching along new curb & gutter	1	LS	\$ _____	\$ _____
	g Furnish & Install erosion control devices	1	LS	\$ _____	\$ _____
	h Furnish & Install 4" full depth asphalt utility patches	1	LS	\$ _____	\$ _____
<b>Lake Drive improvements</b>	i Removals + Clearing & Grubbing	1	LS	\$ _____	\$ _____
	j Furnish & Install Curb and Gutter (Type IIM)	265	LF	\$ _____	\$ _____
	k Furnish & Install 4" Thick Concrete sidewalks (6' wide)	1,400	SF	\$ _____	\$ _____
	l Furnish & Install 4" thick asphalt patching along new curb & gutter	1	LS	\$ _____	\$ _____
	m.1 Remove inlet and Furnish & Install new manhole	1	LS	\$ _____	\$ _____
	m.2 Furnish & Install 18" HDPE Storm Sewer	166	LF	\$ _____	\$ _____
	m.3 Furnish & Install Type 'R' Inlets	2	EA	\$ _____	\$ _____
	n Furnish & Install Accessible Ramp with truncated domes	1	LS	\$ _____	\$ _____
	o Furnish & Install Concrete Island and curb & gutter near 40' ROW	1	LS	\$ _____	\$ _____
	p Furnish & Install 8" Thick Concrete Driveway Curbscuts (6' wide)	216	SF	\$ _____	\$ _____
	q Furnish & Install erosion control devices	1	LS	\$ _____	\$ _____
	r Layout and paint parking spaces on Lake Dillon Drive	1	LS	\$ _____	\$ _____
<b>40' ROW Improvements</b>	s Removals + Clearing & Grubbing	1	LS	\$ _____	\$ _____
	t Furnish & Install erosion control devices	1	LS	\$ _____	\$ _____
	u.1 Furnish & Install 3' wide concrete pan (Heated)	172	LF	\$ _____	\$ _____
	u.2 Furnish & Install 3' wide concrete pan (Un-Heated)	172	LF	\$ _____	\$ _____
	v Furnish & Install 4" Hot-Mixed Asphalt pavement	3,006	SF	\$ _____	\$ _____
	w Furnish & Install 6' wide x 8" concrete crosspan	108	SF	\$ _____	\$ _____
	x Furnish & Install heated concrete pavement	1,462	SF	\$ _____	\$ _____
	y.1 Furnish & Install 18" HDPE Storm Sewer	185	LF	\$ _____	\$ _____
	y.2 Furnish & Install Type 'R' Inlets	2	EA	\$ _____	\$ _____
	z. Furnish & Install Class 6 roadbase along north side of Right-of-way	1,305	SF	\$ _____	\$ _____
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$ _____</b>	<b>\$ _____</b>





EXHIBIT E  
Letter of Credit Form

**IRREVOCABLE LETTER OF CREDIT**

**INSERT PROPERTY IDENTIFICATION**

**(IF FOR 2 YEAR WARRANTY ADD APPROPRIATE ITEM: LANDSCAPING OR  
HARDSCAPE OR TOTAL SUBDIVISION IMPROVEMENTS)**

Town of Dillon  
275 Lake Dillon Drive  
P.O. Box 8  
Dillon, CO 80435

No. \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Expiration: \_\_\_\_\_

Ladies and Gentlemen:

We hereby authorize you to draw on us for the account of up to an aggregate amount of \$\_\_\_\_\_ (insert amount in words) available by your drafts at sight accompanied by your signed statement that either

(a) the drawing is for payment of public improvements pursuant to: Town of Dillon PUD Agreement dated \_\_\_\_\_, entered into between the Town of Dillon, Colorado and Ivano Ottoborgo (the "Development Agreement") or (b) "We have received notification from \_\_\_\_\_ (Title of Bank) that Letter of Credit No. \_\_\_\_\_ will not be extended for a further period, and Ivano Ottoborgo has not replaced this Letter of Credit or provided other acceptable security.

Partial Drawings are permitted.

In the event of a partial drawing, the original Letter of Credit will be returned to the Town of Dillon by the issuing Bank after endorsement.

Drafts must be drawn and presented for payment on or before \_\_\_\_\_ (expiration date). Each draft presented under this letter of credit must state that it is drawn under (Title of Bank and identification of the Letter of Credit) and the amount endorsed on this letter of credit.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon the presentation to the drawee.

This Letter of Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof unless at least sixty (60) days prior to any such date we shall notify you in writing by overnight courier service that we elect not to so extend this Letter of Credit.

Except as expressly provided herein, this Letter of Credit is governed by the Uniform Commercial Code of the State of Colorado.

Yours very truly,

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_



EXHIBIT F  
Landscape Encroachment License Agreement



EXHIBIT "F"                      Dillon Gateway PUD Agreement  
 DILLON GATEWAY PUD  
 ENCROACHMENT LICENSE AGREEMENT

**ENCROACHMENT LICENSE AGREEMENT**

**THIS ENCROACHMENT LICENSE AGREEMENT** ("Agreement") is made and entered into at Dillon, Colorado this \_\_\_ day of \_\_\_\_\_, 2016, by and between the TOWN OF DILLON, a Colorado municipal corporation ("Town") and IVANO OTTOBORGO, an individual ("Owner").

**RECITALS**

A. Owner is the owner of a single, mixed use development constructed on Lot 1 DEF, Block B, New Town of Dillon, Town of Dillon, County of Summit, State of Colorado, known as 240 Lake Dillon Drive, Dillon, Colorado 80435, according to the plat thereof recorded on \_\_\_\_\_, 2016, under reception number \_\_\_\_\_, ("Owner's Property").

B. Town is the owner of real property situate in the Town of Dillon adjacent to the south and east sides of the Owner's Property ("Town's Property").

C. A portion of the Owner's landscaping and driveway and sidewalk improvements used in connection with the single, mixed use three story building constructed on Owner's Property encroaches into and on the Town's Property (the "Encroachments"), as shown on Exhibits "A1" and "A2" attached hereto and incorporated herein by this reference.

D. The Town has agreed to grant to Owner a personal privilege to maintain the Encroachments described above on the Town's Property, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement.

1. Grant of License. The Town hereby grants to the Owner the personal privilege and permission to enter upon the Town's Property and to maintain and use the Encroachments described above on the Town's Property subject, however, to the terms, conditions and limitations of this Agreement. The license herein granted shall be subject to all existing utility easements, if any, located on or under the Town's Property.

2. Term. This Agreement and the license granted to Owner hereunder shall commence as of the date of this Agreement and shall continue until terminated pursuant to Paragraph 9 of this Agreement.

3. Consideration. The consideration to be paid by the Owner to the Town for the privilege granted by this Agreement shall be Two Thousand Dollars (\$2,000.00), receipt of which is hereby acknowledged by the Town, and other good and valuable consideration as herein provided.

4. No Interest In Land. Owner understands, acknowledges and agrees that this Agreement does not create an interest or estate in Owner's favor in the Town's Property. The Town retains legal possession of the full boundaries of Town's Property and this Agreement merely grants to the Owner the personal privilege to maintain the Encroachment described above throughout the term of this Agreement.

EXHIBIT "F"  
DILLON GATEWAY PUD  
ENCROACHMENT LICENSE AGREEMENT

Notwithstanding the expenditure of time, money or labor by the Owner on the improvements which constitute the Encroachment, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Owner. Owner shall expend any time, money or labor at Owner's own risk and peril.

5. Limited Scope of License. The license granted to the Owner is limited in scope to the following permitted use or uses: landscaping, landscape irrigation, concrete sidewalks and asphalt driveways and their related improvements. Owner shall not have the right to expand the Encroachment or Owner's use of the Town's Property or to alter or change the Owner's use of the Town's Property.

6. Use of Licensed Premises By Others. Owner may permit Owner's employees, business invitees, contractors, tenants, subcontractors, lessees, agents, customers and others to use the portion of the Town's Property for which this Agreement has been executed.

7. Transferability of License. The license granted to the Owner by this Agreement may be transferred to a subsequent owner of Owner's Property; provided, however, that such subsequent owner shall be required to assume in writing all of Owner's obligations hereunder (in a form acceptable to Town) and such subsequent owner shall acquire nothing more than the personal privilege herein granted to Owner. Further, the rights of any subsequent owner shall be subject to termination in accordance with the provisions of Paragraph 9 of this Agreement.

8. Default. In the event Owner materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the Town shall notify the Owner in writing of the nature of such default. Within five (5) days following receipt of such notice the Owner shall correct such default; or, in the event of a default not capable of being corrected within five (5) days, the Owner shall commence correcting the default within five (5) days of receipt of notification thereof and thereafter correct the default with due diligence. If the Owner fails to correct the default as provided hereinabove, the Town, without further notice, shall have the right to declare that this Agreement is terminated pursuant to Paragraph 9 hereof effective upon such date as the Town shall designate. The rights and remedies provided for herein may be exercised singly or in combination.

9. Termination. This Agreement and the license herein granted to Owner is fully terminable in accordance with the following terms and conditions:

a. Termination Upon Notice To Owner. This Agreement, and the license herein granted to owner, may be terminated by Town without liability for breach of this Agreement by the giving of notice as hereafter provided. If notice of termination is given by the Town pursuant to this Paragraph 9, this Agreement, and the license herein granted to Owner, shall terminate 30 (30) days from the date of the notice of termination. The notice provision established by this paragraph 9.a. shall conclusively be deemed to be reasonable.

b. Termination Upon Destruction Or Removal Of Improvements. In the event that Owner's improvements which encroach onto the Town's Property are destroyed or are permanently removed, this Agreement, and the license herein granted to Owner, may be terminated



EXHIBIT "F"  
DILLON GATEWAY PUD  
ENCROACHMENT LICENSE AGREEMENT

by Town upon not less than thirty (30) days' advance written notice to Owner.

c. Termination Upon Default. This Agreement and the license herein granted to Owner may be terminated by the Town upon the material default of the Owner in the performance of the material covenants or agreements of this Agreement in accordance with the provisions of Paragraph 8 of this Agreement.

d. Recording Of Notice Of Termination. Upon termination of this Agreement the Town may cause to be recorded with the Clerk and Recorder of Summit County, Colorado a written Notice of Termination.

e. No Compensation To Owner. In the event of termination of this Agreement for any reason, Owner shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Owner be compensated for any improvements which must be removed from the Town's Property.

10. Permanent Removal Of Encroachment Upon Termination. At such time as this Agreement and the license herein granted to Owner is terminated the Owner shall remove, at Owner's sole expense, any and all Encroachments owned or maintained by Owner on the Town's Property.

11. Insurance. Owner shall obtain and maintain at all times during the term hereof, at Owner's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than \$1,000,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than \$1,000,000 for injuries, damages or losses incurred by two or more persons in any one accident or event. The Town shall be named as an additional insured on all such policies and Owner shall furnish the Town with a copy of such policy or policies prior to the effective date hereof. Notwithstanding anything contained herein to the contrary, Town may terminate this Agreement, and the license herein granted to Owner, in accordance with the provisions of Paragraphs 8 and 9 of this Agreement, if Owner fails to procure and maintain the insurance required by this Paragraph 11. If at anytime while the Agreement is in effect, the limits of liability for local governments under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., are raised above the limits of liability provided hereinabove, Owner's insurance requirement provided in this Paragraph 11 shall be increased accordingly.

12. Maintenance. During the term of this Agreement the Owner shall, at Owner's sole expense, maintain the improvements which encroach onto the Town's Property in good condition.

13. Owner's Waiver Of Claims Against Town. As a part of the consideration paid by Owner for this Agreement, Owner hereby waives any and all claims which Owner may or might hereafter have or acquire against Town for loss or damage to the Owner's improvements which encroach onto the Town's Property arising from the use by the Town, or the public, of the Town's Property for any purpose.

14. Indemnification. Owner agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands,

EXHIBIT "F"  
DILLON GATEWAY PUD  
ENCROACHMENT LICENSE AGREEMENT

on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Town's Property pursuant to this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Owner, any contractor or subcontractor of the Owner, or any officer, employee, tenant, agent, customer, or representative of the Owner, or of any person permitted or allowed to use the Town's Property by Owner, or which arise out of any worker's compensation claim of any employee of the Owner or of any subcontractor of the Owner or of any tenant of Owner; except to the extent such liability, claim or demand arises through the negligence of Town, its officers, employees or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15. Mechanics' Liens. Owner shall not allow any mechanics' or similar liens to be filed against the Town's Property arising from any work done by Owner on the Town's Property, and Owner shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Town in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Property by reason of labor performed by, or materials furnished for, the Owner, the Owner shall, within ten (10) days thereafter, at the Owner's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement in accordance with the provisions of Paragraphs 8 and 9 of this Agreement.

16. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If To The Town:

Town Manager  
Town of Dillon  
P.O. Box 8  
Dillon, Colorado 80435

If To The Owner:

Ivano Ottoborgo  
P.O. Box 294  
Dillon, Colorado 80435

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Paragraph 16.

17. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party,

EXHIBIT "F"  
DILLON GATEWAY PUD  
ENCROACHMENT LICENSE AGREEMENT

either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

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

19. Governmental Immunity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

21. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

22. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

23. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

24. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Summit, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

25. Authority of Town. This Agreement is entered into pursuant to Resolution No. \_\_\_\_, Series of 2016, of the Town Council of the Town of Dillon, Colorado adopted \_\_\_\_\_, 2016.

*[Signatures on Following Page]*



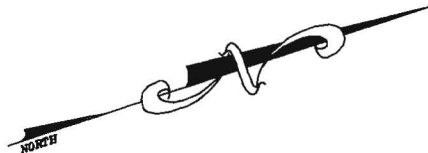
EXHIBIT "F"  
DILLON GATEWAY PUD  
ENCROACHMENT LICENSE AGREEMENT

**EXHIBIT A1**

[Encroachment - map]

A LEGAL DESCRIPTION EXHIBIT MAP FOR  
 A MAINTENANCE AGREEMENT AREA  
 LAKE DILLON DRIVE AND WEST BUFFALO  
 STREET RIGHTS-OF-WAY  
 TOWN OF DILLON, SUMMIT COUNTY, COLORADO

EXHIBIT 'A1'



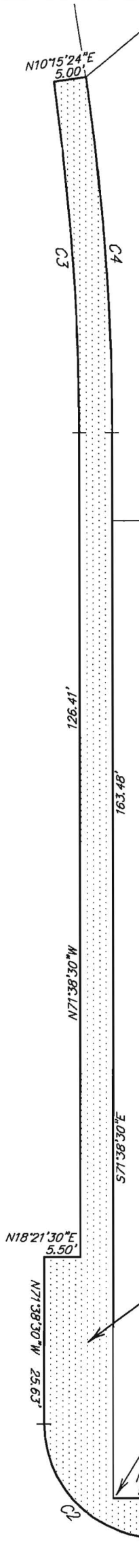
SCALE 1"=20'

WEST BUFFALO STREET

LOT 1F

LOT 1E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	8.06'	15.25'	30°16'13"	N48°13'23"E	7.96'
C2	27.50'	17.50'	90°02'24"	S63°20'18"W	24.76'
C3	54.06'	382.34'	8°06'06"	N75°41'33"W	54.02'
C4	54.77'	387.34'	8°06'06"	S75°41'33"E	54.72'



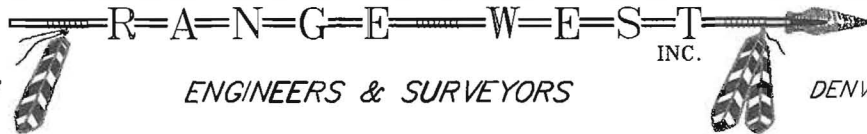
MAINTENANCE AGREEMENT AREA

1,369 sq. ft.  
 0.031 acres

POINT OF BEGINNING



LAKE DILLON DRIVE



P.O. BOX 589  
 SILVERTHORNE, CO 80498

ENGINEERS & SURVEYORS

PHONE 970-468-6281  
 DENVER DIRECT 303-623-0426

EXHIBIT "F"  
DILLON GATEWAY PUD  
ENCROACHMENT LICENSE AGREEMENT

**EXHIBIT A2**

[Encroachment – legal description]

## EXHIBIT 'A2'

LEGAL DESCRIPTION  
MAINTENANCE AGREEMENT AREA

A TRACT OF LAND BEING A PORTION OF THE RIGHT-OF-WAY FOR LAKE DILLON DRIVE AND WEST BUFFALO STREET WITHIN THE NEW TOWN OF DILLON, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

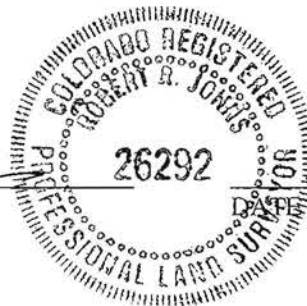
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1E, BLOCK B, NEW TOWN OF DILLON; THENCE N18°21'30"E A DISTANCE OF 9.28 FEET; THENCE ALONG THE FOLLOWING 9 COURSES:

- 1) N63°21'30"E A DISTANCE OF 2.95 FEET;
- 2) 8.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.25 FEET, A CENTRAL ANGLE OF 30°16'13" AND A CHORD WHICH BEARS N48°13'23"E 7.96 FEET DISTANT;
- 3) S18°19'06"W A DISTANCE OF 11.26 FEET;
- 4) 27.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 90°02'24" AND A CHORD WHICH BEARS S63°20'18"W 24.76 FEET DISTANT;
- 5) N71°38'30"W A DISTANCE OF 25.63 FEET;
- 6) N18°21'30"E A DISTANCE OF 5.50 FEET;
- 7) N71°38'30"W A DISTANCE OF 126.41 FEET;
- 8) 54.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 382.34 FEET, A CENTRAL ANGLE OF 8°06'06" AND A CHORD WHICH BEARS N75°41'33"W 54.02 FEET DISTANT;
- 9) N10°15'24"E A DISTANCE OF 5.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1F, BLOCK B, NEW TOWN OF DILLON;

THENCE 54.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 387.34 FEET, A CENTRAL ANGLE OF 8°06'06" AND A CHORD WHICH BEARS S75°41'33"E 54.72 FEET DISTANT; THENCE S71°38'30"E A DISTANCE OF 163.48 FEET TO THE POINT OF BEGINNING, CONTAINING 1,369 SQUARE FEET, MORE OR LESS.

PREPARED BY:

*Robert R. Johns*  
ROBERT R. JOHNS  
COLORADO PLS NO. 26292



*May 2, 2008*

PROJECT NO. 19787-411  
PREPARED FOR: IVANO OTTOBORGO

5857/08/152



EXHIBIT G  
Landscape Maintenance Agreement



EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

**MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** ("Agreement") is made and entered into at Dillon, Colorado this \_\_\_ day of \_\_\_\_\_, 2016, (the "Effective Date") by and between the TOWN OF DILLON, a Colorado municipal corporation ("Town") and IVANO OTTOBORGO, an individual ("Owner").

**RECITALS**

**WHEREAS**, the Town is the owner of certain real property situated in the Town of Dillon, more particularly described on Exhibits "A1" and "A2," attached hereto and incorporated herein by this reference ("Town Property"), which Town Property is adjacent to Owner's real property at Lot 1DEF, Block B, New Town of Dillon, also known as 240 Lake Dillon Drive and more particularly described on Exhibit "B," attached hereto and incorporated herein by this reference ("Gateway Development"); and,

**WHEREAS**, the Owner desires to install landscaping, driveways, public areas and sidewalks, and related improvements on the Town Property, as well as to maintain the landscaping and to water the landscaping in such Town Property, such maintenance including, but not limited to, snow and ice removal from the driveway, sidewalk and public areas and repair and replacement of the landscaping, driveway, sidewalk and public areas as necessary, all as a part of Gateway Development's approval by Resolution \_\_\_, Series of 2016, \_\_\_\_\_, 2016; and,

**WHEREAS**, the Town and the Owner agree that the Owner shall install the landscaping, driveway, sidewalk and public areas to Town approved specifications; maintain and water such landscaping; and, remove snow and ice from the driveway, sidewalks and public areas on the Town Property for the general benefit of the community and the benefit of the Owner, such landscaping and maintenance described herein to be in conformance with the Town of Dillon approval of the Gateway Development; and,

**WHEREAS**, the Town and the Owner desire to set forth herein their agreement as to the landscaping, the maintenance and watering of such landscaping, the snow and ice removal from the driveway, sidewalk and public areas and the general maintenance obligation of the Owner concerning the Town Property.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, the consideration set forth herein, and intending to be legally bound, the Town and the Owner agree as follows:

1. Maintenance of Landscaping and Watering of such Landscaping on Town Property. The Owner shall, at its sole cost and expense, install and maintain the landscaping and watering system on Town Property, including, but not limited to, landscaping, plants, sod and sprinkler system, and shall maintain such landscaping and sprinkler system in good condition and repair, and shall have the sole responsibility for the upkeep, maintenance, replacement and repair of the landscaping, plants, sod and sprinkler system on the Town Property. The Owner shall pay the cost

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

of the water used by the sprinkler system, and shall replace the landscaping, plants, sod and the sprinkler system if and when necessary, or as directed by the Town Manager, in order to maintain the good condition of the landscaping, plants, sod and sprinkler system. The Town shall have no cost for the upkeep, maintenance, replacement or repair of the landscaping, plants, sod or sprinkler system on the Town Property. The Owner shall pay all fees and costs associated with providing water to the sprinkling system, and watering the landscaping, plants, and sod. The Town shall have no cost for providing water to the sprinkling system, and watering the landscaping, plants, and sod.

2. Removal of Snow and Ice.

A. Removal of Snow and Ice from Driveways, Sidewalks and Public Areas on Town Property. The Owner shall, at its sole cost and expense, remove the snow and ice from the driveway, sidewalk and public areas in the Gateway Development constructed on Town Property, and shall have the sole responsibility for such snow and ice removal. The Owner shall pay the cost of the snow and ice removal. The Town shall have no cost or responsibility for the snow and ice removal. Snow and ice shall be removed from the driveways, sidewalks and public areas as necessary, and in a timely manner, to ensure the safety of the public using the public areas. The snow and ice removed from the driveway, sidewalk and public areas shall not be stored on Town Property, but shall be stored on designated on-site snow storage areas.

B. Removal of Snow and Ice from Public Sidewalks Adjacent to the Gateway Development. The Owner shall, at its sole cost and expense, remove the snow and ice from the public sidewalks adjacent to the Gateway Development resulting from the drainage from the snow melting from the Gateway Development and the Town Property re-freezing on public sidewalks, from the drainage from the Gateway Development roof drainage system freezing on public sidewalks and from the drainage from the roof overhang of the Gateway Development freezing on public sidewalks, and the Owner shall have the sole responsibility for such snow and ice removal. The Owner shall pay the cost of the snow and ice removal. The Town shall have no cost or responsibility for the snow and ice removal.

C. Notice to Residents of Town Snow Removal Times. The Owner shall inform the residents of the Gateway Development that Town snow removal in the public surface parking lots and streets located in the Town center begins at 4:00 a.m. from October through May.

3. Repair and Replacement of Landscaping. The Owner shall, at its sole cost and expense, repair and replace the landscaping on the Town Property as may be necessary or advisable, and shall have the sole responsibility for such repair and replacement. The Town may, but shall not be required to, monitor the state of the landscaping and notify the Owner when such repair and replacement shall occur. The Owner shall pay the cost of the repair and replacement. The Town shall have no cost or responsibility for the repair and replacement.

4. Repair and Replacement of Driveways, Sidewalks and Public Areas on Town Property. The Owner shall, at its sole cost and expense, repair and replace the driveways, sidewalks and public areas on the Town Property as may be necessary or advisable, and shall have the sole responsibility for such repair and replacement. The Town may, but shall not be required

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

to, monitor the state of the driveways, sidewalks and public areas and notify the Owner when such repair and replacement shall occur. The Owner shall pay the cost of the repair and replacement. The Town shall have no cost or responsibility for the repair and replacement.

5. Term. This Agreement shall commence as of the Effective Date set forth above and shall automatically renew annually, unless otherwise terminated as provided for in Paragraph 10, below.

6. No Interest In Town Property. The Owner understands, acknowledges and agrees that this Agreement does not create or grant to the Owner any interest or estate in or to the Town Property. The Town retains all legal right, title, ownership and interest in and to the Town Property.

Notwithstanding the expenditure of time, money or labor by the Owner on the Town Property, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Owner. The Owner shall expend any time, money or labor at the Owner's own risk and peril.

7. Limited Scope of Rights. This Agreement is limited in its scope and rights granted as set forth herein. Any alterations, expansions, or changes in activities of the Owner within the Town Property shall be first submitted to the Town in writing, in advance. The Town's approval or denial of such request shall be at the sole determination of the Town.

8. Use by the Public. The Owner understands, acknowledges and agrees that Town Property is open for use by the public and shall remain open to the public for the term of this Agreement. The Owner may not in any manner interfere with use of the Town Property by the public nor may it prohibit the use of the Town Property by the public.

9. No Assignment. Owner shall not assign this Agreement or any of the obligations and responsibilities hereunder without first obtaining the prior written consent of Town, which consent may be withheld by the Town in its sole discretion.

10. Termination. This Agreement and the rights granted herein to the Owner are fully terminable in accordance with the following terms and conditions:

A. Town Termination Upon Notice. The Town may terminate this Agreement, without liability for breach, by giving notice of such termination to the Owner. If notice of termination is given, this Agreement shall terminate one-hundred eighty (180) days from the date of the notice of termination. The notice provision established by this paragraph 10.A. shall conclusively be deemed to be reasonable.

B. Recording Of Notice Of Termination. Upon termination of this Agreement the Town may cause to be recorded with the Clerk and Recorder of Summit County, Colorado a written Notice of Termination.

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

C. Termination Upon Default. The Town may terminate this Agreement, at its discretion, immediately in the event the Owner is in default of the terms of this Agreement.

D. No Compensation to the Owner. In the event of termination of this Agreement for any reason, the Owner shall not be entitled to receive a refund for the sidewalks, driveways, public areas or for any landscaping or improvements which exist on Town Property.

11. Insurance. Owner shall procure and maintain, and shall cause any subcontractor of Owner to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Owner pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Owner or a subcontractor engaged in the performance of work under this Agreement.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to the Town Property and landscaping contained therein. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. The policies required by subparagraph B, above, shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Owner. The Owner shall be solely responsible for any deductible losses under any policy require above.

D. A certificate of insurance shall be completed by the Owner's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Owner shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed certificate of insurance shall be sent to: Town Clerk, Town of Dillon, P.O. Box 8, Dillon, Colorado 80435.

E. Notwithstanding any other portion of this Agreement, failure on the part of Owner to procure or maintain policies providing the required coverages, conditions, and minimum

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

limits shall constitute a material breach of this Agreement for which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Owner to the Town upon demand.

F. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

12. Owner's Waiver Of Claims Against Town. As a part of the consideration received for this Agreement, the Owner hereby waives any and all claims which Owner may or might hereafter have or acquire against the Town for loss or damage to the Owner's improvements which exist on the Town Property arising from the use by the Town, or the public, of the Town Property for any purpose.

13. Indemnification. Owner shall indemnify and hold harmless Town against and from any and all claims arising from Owner's use of the Town Property, the improvements installed by the Owner, the maintenance of the Owner or any claim arising from any breach or default on Owner's part under the terms of this Agreement, or from any act, omission, or negligence of Owner, or any officer, agent, employee, guest or invitee of Owner, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Owner assumes all risk of damage to property or injury to persons in, upon or about the Town Property, from any cause other than Town's gross negligence. Owner waives all claims with respect thereof against Town. Owner shall give prompt notice to Town in case of casualty or accidents in the Town Property.

14. Mechanics' Liens. The Owner shall not allow any mechanics' or similar liens to be filed against the Town Property arising from any work done by the Owner on the Town Property, and the Owner shall indemnify and hold the Town harmless with respect thereto, including any attorney's fees incurred by the Town in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town Property by reason of labor performed by, or materials furnished for, the Owner, the Owner shall within ten (10) days thereafter, at the Owner's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement immediately.

15. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If To The Town:

Town Manager  
Town of Dillon



EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

P.O. Box 8  
Dillon, Colorado 80435

If To The Owner:

Ivano Ottoborgo  
P.O. Box 294  
Dillon, Colorado 80435

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided for herein.

16. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

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

18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

19. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

20. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

21. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

22. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Summit, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

23. Remedies. Upon the occurrence of any default of the requirements of this Agreement by the Owner, the Town shall have the option to pursue any one or more of the

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

remedies it may have pursuant to law and equity, including, but not limited to, the obtaining of an injunction and the pursuit of damages.

24. Binding Effect of Agreement. This Agreement shall run with the land included within the Gateway Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

25. Authority. Each party hereto represents and warrants to the other party that:

A. All actions or other conditions precedent necessary to bind such party to the terms of this Agreement have been taken and/or have been satisfied such that such party is bound to the performance of its obligations set forth in this Agreement; and

B. The person or persons executing this Agreement on behalf of such party have the full right, power and authority to bind that party to the obligations set forth in this Agreement.

26. Representations. Each party is relying on the representations contained in this Agreement by the other party in entering into this Agreement and each party acknowledges that the other party has so relied and is entitled to so rely.

*[Signatures on Following Page]*

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have entered into this MAINTENANCE AGREEMENT as of the day and year first set forth above.

**TOWN:**

**TOWN OF DILLON**, a Colorado  
municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Kevin Burns, Mayor

By: \_\_\_\_\_  
Jo-Anne Tyson, Town Clerk

**OWNER:**

\_\_\_\_\_  
Ivano Ottoborgo, an individual

STATE OF COLORADO)  
  ) ss.  
COUNTY OF SUMMIT )

The forgoing Agreement was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Ivano Ottoborgo, an individual.

My Commission expires:

(Seal of Notary)

\_\_\_\_\_  
Notary Public  
Address:

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

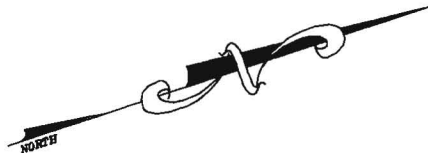
EXHIBIT "PUD"  
Dillon Gateway PUD Agreement

**EXHIBIT A1**

[map description of Town Property]

A LEGAL DESCRIPTION EXHIBIT MAP FOR  
 A MAINTENANCE AGREEMENT AREA  
 LAKE DILLON DRIVE AND WEST BUFFALO  
 STREET RIGHTS-OF-WAY  
 TOWN OF DILLON, SUMMIT COUNTY, COLORADO

EXHIBIT 'A1'

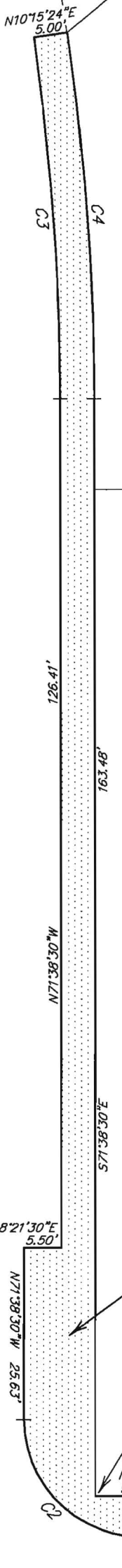


SCALE 1"=20'

WEST BUFFALO STREET

LOT 1F

LOT 1E

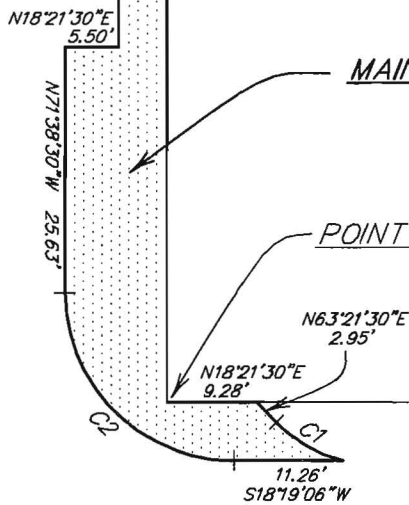


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	8.06'	15.25'	30°16'13"	N48°13'23"E	7.96'
C2	27.50'	17.50'	90°02'24"	S63°20'18"W	24.76'
C3	54.06'	382.34'	8°06'06"	N75°41'33"W	54.02'
C4	54.77'	387.34'	8°06'06"	S75°41'33"E	54.72'

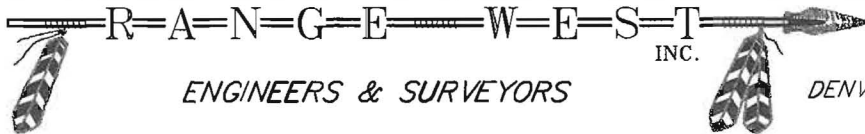
MAINTENANCE AGREEMENT AREA

1,369 sq. ft.  
 0.031 acres

POINT OF BEGINNING



LAKE DILLON DRIVE



P.O. BOX 589  
 SILVERTHORNE, CO 80498

ENGINEERS & SURVEYORS

PHONE 970-468-6281  
 DENVER DIRECT 303-623-0426

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

EXHIBIT "PUD"  
Dillon Gateway PUD Agreement

**EXHIBIT A2**

[legal description of Town Property]

## EXHIBIT 'A2'

LEGAL DESCRIPTION  
MAINTENANCE AGREEMENT AREA

A TRACT OF LAND BEING A PORTION OF THE RIGHT-OF-WAY FOR LAKE DILLON DRIVE AND WEST BUFFALO STREET WITHIN THE NEW TOWN OF DILLON, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1E, BLOCK B, NEW TOWN OF DILLON; THENCE N18°21'30"E A DISTANCE OF 9.28 FEET; THENCE ALONG THE FOLLOWING 9 COURSES:

- 1) N63°21'30"E A DISTANCE OF 2.95 FEET;
- 2) 8.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.25 FEET, A CENTRAL ANGLE OF 30°16'13" AND A CHORD WHICH BEARS N48°13'23"E 7.96 FEET DISTANT;
- 3) S18°19'06"W A DISTANCE OF 11.26 FEET;
- 4) 27.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 90°02'24" AND A CHORD WHICH BEARS S63°20'18"W 24.76 FEET DISTANT;
- 5) N71°38'30"W A DISTANCE OF 25.63 FEET;
- 6) N18°21'30"E A DISTANCE OF 5.50 FEET;
- 7) N71°38'30"W A DISTANCE OF 126.41 FEET;
- 8) 54.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 382.34 FEET, A CENTRAL ANGLE OF 8°06'06" AND A CHORD WHICH BEARS N75°41'33"W 54.02 FEET DISTANT;
- 9) N10°15'24"E A DISTANCE OF 5.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1F, BLOCK B, NEW TOWN OF DILLON;

THENCE 54.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 387.34 FEET, A CENTRAL ANGLE OF 8°06'06" AND A CHORD WHICH BEARS S75°41'33"E 54.72 FEET DISTANT; THENCE S71°38'30"E A DISTANCE OF 163.48 FEET TO THE POINT OF BEGINNING, CONTAINING 1,369 SQUARE FEET, MORE OR LESS.

PREPARED BY:

*Robert R. Johns*  
ROBERT R. JOHNS  
COLORADO PLS NO. 26292



*May 2, 2008*

PROJECT NO. 19787-411  
PREPARED FOR: IVANO OTTOBORGO

5857/08/152

EXHIBIT "G"  
DILLON GATEWAY PUD  
MAINTENANCE AGREEMENT

EXHIBIT "PUD"  
Dillon Gateway PUD Agreement

**EXHIBIT B**

[description of Gateway Development]





EXHIBIT H  
Right-of-way Encroachment License Agreement



EXHIBIT "H"                      Dillon Gateway PUD Agreement  
DILLON GATEWAY PUD  
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

**RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT**

**THIS RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT** ("Agreement") is made and entered into at Dillon, Colorado this \_\_\_ day of \_\_\_\_\_, 2016, by and between the TOWN OF DILLON, a Colorado municipal corporation ("Town") and IVANO OTTOBORGO, an individual ("Owner").

**RECITALS**

A. Owner is the owner of a mixed used development project constructed on Lot 1DEF, Block B, New Town of Dillon, Town of Dillon, County of Summit, State of Colorado, known as 240 Lake Dillon Drive, Dillon, Colorado 80435, according to the plat thereof recorded on \_\_\_\_\_, 2016, under reception number \_\_\_\_\_ ("Owner's Property").

B. Town is the owner of real property consisting of a 40 foot road right-of-way situate in the Town of Dillon adjacent to and located on the north side of Owner's Property ("Town's Property").

C. A portion of the Owner's heated concrete paving to access vehicle parking along the north side of the Owner's Property, the heated 3' wide concrete drainage pan along and adjacent to the north side of the concrete paving, the storm sewer pipe beneath the heated concrete drainage pan and related improvements used in connection with the mixed used development project constructed on Owner's Property encroaches into and on the Town's Property (the "Encroachments"), as shown on Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference.

D. The Town has agreed to grant to Owner a personal privilege to maintain the Encroachments described above on the Town's Property, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement.

1. Grant of License. The Town hereby grants to the Owner the personal privilege and permission to enter upon the Town's Property and to maintain and use the Encroachments described above on the Town's Property subject, however, to the terms, conditions and limitations of this Agreement. The license herein granted shall be subject to all existing utility easements, if any, located on or under the Town's Property.

2. Term. This Agreement and the license granted to Owner hereunder shall commence as of the date of this Agreement and shall continue until terminated pursuant to Paragraph 9 of this Agreement.

3. Consideration. The consideration to be paid by the Owner to the Town for the privilege granted by this Agreement shall be Two Thousand Dollars (\$2,000.00), receipt of which is hereby acknowledged by the Town, and other good and valuable consideration as herein provided.

4. No Interest In Land. Owner understands, acknowledges and agrees that this Agreement does not create an interest or estate in Owner's favor in the Town's Property. The Town retains

EXHIBIT "H"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

legal possession of the full boundaries of Town's Property and this Agreement merely grants to the Owner the personal privilege to maintain the Encroachment described above throughout the term of this Agreement.

Notwithstanding the expenditure of time, money or labor by the Owner on the improvements which constitute the Encroachment, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Owner. Owner shall expend any time, money or labor at Owner's own risk and peril.

5. Limited Scope of License. The license granted to the Owner is limited in scope to the following permitted use or uses: heated concrete paving to access vehicle parking along the north side of the Owner's Property, the heated 3' wide concrete drainage pan along and adjacent to the north side of the concrete paving, the storm sewer pipe beneath the heated concrete drainage pan and related improvements on Owner's Property. Owner shall not have the right to expand the Encroachment or Owner's use of the Town's Property or to alter or change the Owner's use of the Town's Property.

6. Use of Licensed Premises By Others. Owner may permit Owner's employees, business invitees, contractors, tenants, subcontractors, lessees, agents, customers and others to use the portion of the Town's Property for which this Agreement has been executed.

7. Transferability of License. The license granted to the Owner by this Agreement may be transferred to a subsequent owner of Owner's Property; provided, however, that such subsequent owner shall be required to assume in writing all of Owner's obligations hereunder (in a form acceptable to Town) and such subsequent owner shall acquire nothing more than the personal privilege herein granted to Owner. Further, the rights of any subsequent owner shall be subject to termination in accordance with the provisions of Paragraph 9 of this Agreement.

8. Default. In the event Owner materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the Town shall notify the Owner in writing of the nature of such default. Within five (5) days following receipt of such notice the Owner shall correct such default; or, in the event of a default not capable of being corrected within five (5) days, the Owner shall commence correcting the default within five (5) days of receipt of notification thereof and thereafter correct the default with due diligence. If the Owner fails to correct the default as provided hereinabove, the Town, without further notice, shall have the right to declare that this Agreement is terminated pursuant to Paragraph 9 hereof effective upon such date as the Town shall designate. The rights and remedies provided for herein may be exercised singly or in combination.

9. Termination. This Agreement and the license herein granted to Owner is fully terminable in accordance with the following terms and conditions:

a. Termination Upon Notice To Owner. This Agreement, and the license herein granted to owner, may be terminated by Town without liability for breach of this Agreement by the giving of notice as hereafter provided. If notice of termination is given by the Town pursuant to this Paragraph 9, this Agreement, and the license herein granted to Owner, shall terminate 30

EXHIBIT "H"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

(30) days from the date of the notice of termination. The notice provision established by this paragraph 9.a. shall conclusively be deemed to be reasonable.

b. Termination Upon Destruction Or Removal Of Improvements. In the event that Owner's improvements which encroach onto the Town's Property are destroyed or are permanently removed, this Agreement, and the license herein granted to Owner, may be terminated by Town upon not less than thirty (30) days' advance written notice to Owner.

c. Termination Upon Default. This Agreement and the license herein granted to Owner may be terminated by the Town upon the material default of the Owner in the performance of the material covenants or agreements of this Agreement in accordance with the provisions of Paragraph 8 of this Agreement.

d. Recording Of Notice Of Termination. Upon termination of this Agreement the Town may cause to be recorded with the Clerk and Recorder of Summit County, Colorado a written Notice of Termination.

e. No Compensation To Owner. In the event of termination of this Agreement for any reason, Owner shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Owner be compensated for any improvements which must be removed from the Town's Property.

10. Permanent Removal Of Encroachment Upon Termination. At such time as this Agreement and the license herein granted to Owner is terminated the Owner shall remove, at Owner's sole expense, any and all Encroachments owned or maintained by Owner on the Town's Property.

11. Insurance. Owner shall obtain and maintain at all times during the term hereof, at Owner's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than \$1,000,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than \$1,000,000 for injuries, damages or losses incurred by two or more persons in any one accident or event. The Town shall be named as an additional insured on all such policies and Owner shall furnish the Town with a copy of such policy or policies prior to the effective date hereof. Notwithstanding anything contained herein to the contrary, Town may terminate this Agreement, and the license herein granted to Owner, in accordance with the provisions of Paragraphs 8 and 9 of this Agreement, if Owner fails to procure and maintain the insurance required by this Paragraph 11. If at anytime while the Agreement is in effect, the limits of liability for local governments under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., are raised above the limits of liability provided hereinabove, Owner's insurance requirement provided in this Paragraph 11 shall be increased accordingly.

12. Maintenance. During the term of this Agreement the Owner shall, at Owner's sole expense, maintain the improvements which encroach onto the Town's Property in good condition.

13. Snow and Ice Maintenance. During the term of this Agreement the Owner shall, at Owner's sole expense, maintain the snowmelt system located within the heated concrete improvements

DILLON GATEWAY PUD  
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

which encroach onto the Town's Property in good condition. During the term of this Agreement the Owner shall, at Owner's sole expense, operate the snowmelt system located within the heated concrete improvements which encroach onto the Town's Property in order to remove all snow and ice from the Encroachments. During the term of this Agreement the Owner shall, at Owner's sole expense, remove snow and ice from the improvements by conventional methods anytime the snowmelt system is out of order, malfunctioning, or not sufficient to melt the snow or ice present on the surface of the encroachments. Any snow and ice removed from the encroachments, shall be stored on the Owner's property or hauled offsite to a legal snow storage area.

14. Owner's Waiver Of Claims Against Town. As a part of the consideration paid by Owner for this Agreement, Owner hereby waives any and all claims which Owner may or might hereafter have or acquire against Town for loss or damage to the Owner's improvements which encroach onto the Town's Property arising from the use by the Town, or the public, of the Town's Property for any purpose.

15. Indemnification. Owner agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Town's Property pursuant to this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Owner, any contractor or subcontractor of the Owner, or any officer, employee, tenant, agent, customer, or representative of the Owner, or of any person permitted or allowed to use the Town's Property by Owner, or which arise out of any worker's compensation claim of any employee of the Owner or of any subcontractor of the Owner or of any tenant of Owner; except to the extent such liability, claim or demand arises through the negligence of Town, its officers, employees or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

16. Mechanics' Liens. Owner shall not allow any mechanics' or similar liens to be filed against the Town's Property arising from any work done by Owner on the Town's Property, and Owner shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Town in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Property by reason of labor performed by, or materials furnished for, the Owner, the Owner shall, within ten (10) days thereafter, at the Owner's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement in accordance with the provisions of Paragraphs 8 and 9 of this Agreement.

17. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:





DILLON GATEWAY PUD  
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

24. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Summit, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

25. Authority of Town. This Agreement is entered into pursuant to Resolution \_\_\_\_\_, Series of 2016, of the Town Council of the Town of Dillon, Colorado adopted \_\_\_\_\_, 2016.

*[Signatures on Following Page]*

DILLON GATEWAY PUD  
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have entered into this RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT as of the day and year first set forth above.

**TOWN:**  
**TOWN OF DILLON**  
a Colorado municipal corporation

ATTEST:

By: \_\_\_\_\_  
Kevin Burns, Mayor

By: \_\_\_\_\_  
Jo-Anne Tyson, Town Clerk

**OWNER:**

\_\_\_\_\_  
Ivano Ottoborgo, an individual

STATE OF COLORADO)  
  ) ss.  
COUNTY OF SUMMIT )

The forgoing Agreement was subscribed and sworn to before me this \_\_\_\_ day of December, 2016, by Ivano Ottoborgo, an individual.

My Commission expires:

(Seal of Notary)

\_\_\_\_\_  
Notary Public  
Address:

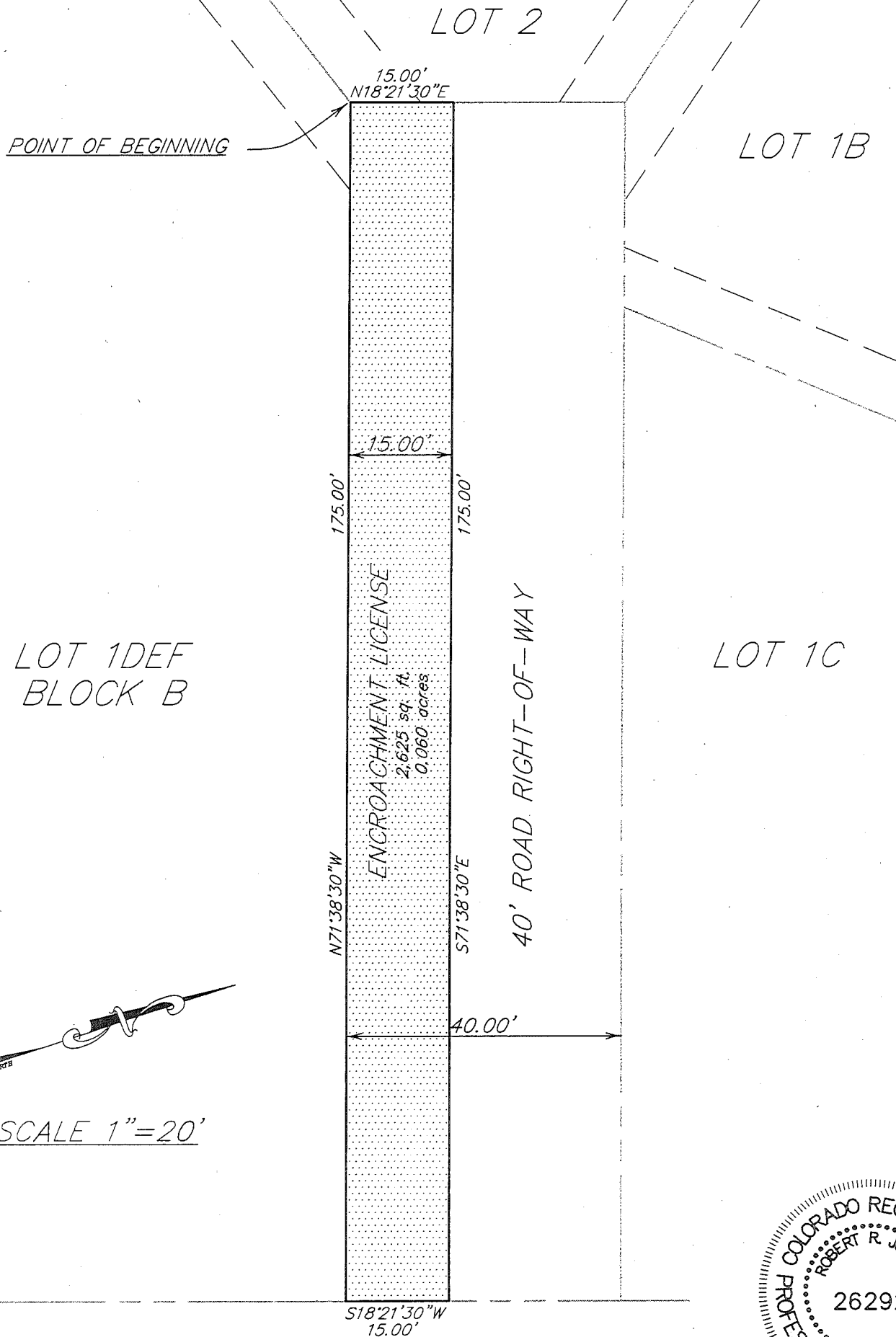


**EXHIBIT A-1**

[Encroachment - map]

A LEGAL DESCRIPTION EXHIBIT MAP FOR  
AN ENCROACHMENT LICENSE AND MAINTENANCE AGREEMENT  
FOR A PORTION OF ROAD RIGHT-OF-WAY  
BLOCK B, NEW TOWN OF DILLON  
TOWN OF DILLON, SUMMIT COUNTY, COLORADO

**Exhibit A-1  
Dillon Gateway PUD  
ROW Encroachment License**



DILLON GATEWAY PUD  
RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

**EXHIBIT A-2**

[Encroachment – legal description]

**Exhibit A-2  
Dillon Gateway PUD  
ROW Encroachment License**

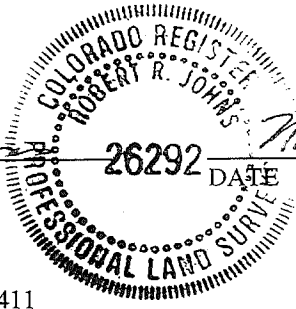
LEGAL DESCRIPTION  
ENCROACHMENT LICENSE AND  
MAINTENANCE AGREEMENT

A TRACT OF LAND BEING A PORTION OF A 40 FOOT ROAD RIGHT-OF-WAY WITHIN BLOCK B, NEW TOWN OF DILLON, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1DEF, BLOCK B, NEW TOWN OF DILLON, THENCE N18°21'30"E ALONG THE EASTERLY BOUNDARY LINE OF LOT 2, BLOCK B, NEW TOWN OF DILLON, A DISTANCE OF 15.00 FEET; THENCE S71°38'30"E A DISTANCE OF 175.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LAKE DILLON DRIVE; THENCE S18°21'30"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF LOT 1DEF, BLOCK B, NEW TOWN OF DILLON, THENCE N71°38'30"W A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,625 SQUARE FEET OR 0.060-ACRE, MORE OR LESS.

PREPARED BY:

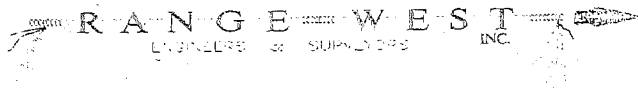
*Robert R. Johns*  
ROBERT R. JOHNS  
COLORADO PLS NO. 26292



PROJECT NO. 19787-411  
PREPARED FOR: IVANO OTTOBORGO

5848/08/152

P.O. BOX 589  
Silverthorne, CO 80498



Phone 970-468-6281  
www.rangewestinc.com

EXHIBIT I  
Right-of-way Encroachment Maintenance Agreement





EXHIBIT "I"                      Dillon Gateway PUD Agreement  
 DILLON GATEWAY PUD  
 RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

**RIGHT-OF-WAY MAINTENANCE AGREEMENT**

**THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT** ("Agreement") is made and entered into at Dillon, Colorado this \_\_\_ day of \_\_\_\_\_, 2016, (the "Effective Date") by and between the TOWN OF DILLON, a Colorado municipal corporation ("Town") and IVANO OTTOBORGO, an individual ("Owner").

**RECITALS**

**WHEREAS**, the Town is the owner of certain real property situated in the Town of Dillon, more particularly described on Exhibits "A-1" and "A-2," attached hereto and incorporated herein by this reference ("Town Property"), which Town Property is adjacent to Owner's real property at Lot 1DEF, Block B, New Town of Dillon, also known as 240 Lake Dillon Drive and more particularly described on Exhibit "B," attached hereto and incorporated herein by this reference ("Gateway Development"); and,

**WHEREAS**, the Owner desires to install heated concrete paving to access vehicle parking along the north side of the Gateway Development, a heated 3' wide concrete drainage pan along and adjacent to the north side of the concrete paving, a storm sewer pipe beneath the heated concrete drainage pan and related improvements, all on the Town Property, used in connection with the Gateway Development (the "Improvements"); and

**WHEREAS**, the Owner desires to maintain the Improvements in such Town Property, such maintenance including, but not limited to, snow and ice removal, resurfacing, striping, and repair and replacement of the Improvements as necessary (together referred to herein as "maintenance"), all as a part of Gateway Development's approval by Resolution \_\_\_\_, Series of 2016, of the Town Council of the Town of Dillon, Colorado adopted \_\_\_\_\_, 2016.; and,

**WHEREAS**, the Town and the Owner agree that the Owner shall install the Improvements to Town approved specifications; maintain such Improvements; remove snow and ice from the Improvements on the Town Property for the general benefit of the community and the benefit of the Owner, such maintenance to be in conformance with the Town of Dillon approval of the Gateway Development; and,

**WHEREAS**, the Town and the Owner desire to set forth herein their agreement as to the maintenance of such Improvements, the snow and ice removal from the Improvements and the general maintenance obligation of the Owner concerning the Town Property.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, the consideration set forth herein, and intending to be legally bound, the Town and the Owner agree as follows:

1.     Maintenance of the Improvements on Town Property. The Owner shall, at its sole cost and expense, construct and maintain the Improvements on the Town Property, and shall have the sole responsibility for such maintenance. The Owner shall maintain the Improvements in good

EXHIBIT "I"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

condition and repair, and shall have the sole responsibility for the upkeep, maintenance, replacement and repair of the Improvements on the Town Property. The Owner shall pay the cost of the construction, maintenance, operation, upkeep, replacement and repair of the Improvements. The Town shall have no cost or responsibility for the construction of the Improvements, nor for its maintenance, upkeep, operation, replacement and repair.

2. Removal of Snow and Ice from the Improvements on Town Property. The Owner shall, at its sole cost and expense, operate and maintain the snow melt system in the Improvements to keep the Improvements free of ice and snow. The Owner shall pay the cost to operate and maintain the snowmelt system. The Town shall have no cost or responsibility for the operation or maintenance of the snow melt system. Snow and ice shall be removed from the Improvements as necessary, and in a timely manner, to ensure the safety of the public using the Improvements. When the depth of snow on top of the Improvements exceeds two inches (2"), the Owner shall, at its sole cost and expense, remove the snow and ice from the Improvements in the Gateway Development constructed on Town Property, and shall have the sole responsibility for such snow and ice removal. The Owner shall pay the cost of the snow and ice removal. The Town shall have no cost or responsibility for the snow and ice removal. Snow and ice shall be removed from the Improvements as necessary, and in a timely manner, to ensure the safety of the public using the Improvements. The snow and ice removed from the Improvements shall not be stored on Town Property or on the Town Right-of-Way, but shall be stored on the Owner's Property or the Owner shall haul the snow and ice to a legal off-site snow storage areas.

3. Repair and Replacement of the Improvements. The Owner shall, at its sole cost and expense, resurface, stripe, repair and replace the Improvements on the Town Property as may be necessary or advisable, and shall have the sole responsibility for such resurfacing, striping, repair and replacement. The Town may, but shall not be required to, monitor the state of the Improvements and notify the Owner when such resurfacing, striping, repair and replacement shall occur. The Owner shall pay the cost of the resurfacing, striping, repair and replacement. The Town shall have no cost or responsibility for the resurfacing, striping, repair and replacement.

4. Term. This Agreement shall commence as of the Effective Date set forth above and shall automatically renew annually, unless otherwise terminated as provided for in Paragraph 9, below.

5. No Interest In Town Property. The Owner understands, acknowledges and agrees that this Agreement does not create or grant to the Owner any interest or estate in or to the Town Property. The Town retains all legal right, title, ownership and interest in and to the Town Property.

Notwithstanding the expenditure of time, money or labor by the Owner on the Town Property, this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Owner. The Owner shall expend any time, money or labor at the Owner's own risk and peril.

6. Limited Scope of Rights. This Agreement is limited in its scope and rights granted as set forth herein. Any alterations, expansions, or changes in activities of the Owner within the

EXHIBIT "I"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

Town Property shall be first submitted to the Town in writing, in advance. The Town's approval or denial of such request shall be at the sole determination of the Town.

7. Use by the Public. The Owner understands, acknowledges and agrees that Town Property is open for use by the public and shall remain open to the public for the term of this Agreement. The Owner may not in any manner interfere with use of the Town Property by the public nor may it prohibit the use of the Town Property by the public.

8. No Assignment. Owner shall not assign this Agreement or any of the obligations and responsibilities hereunder without first obtaining the prior written consent of Town, which consent may be withheld by the Town in its sole discretion.

9. Termination. This Agreement and the rights granted herein to the Owner are fully terminable in accordance with the following terms and conditions:

A. Town Termination Upon Notice. The Town may terminate this Agreement, without liability for breach, by giving notice of such termination to the Owner. If notice of termination is given, this Agreement shall terminate one-hundred eighty (180) days from the date of the notice of termination. The notice provision established by this paragraph 10.A. shall conclusively be deemed to be reasonable.

B. Recording Of Notice Of Termination. Upon termination of this Agreement the Town may cause to be recorded with the Clerk and Recorder of Summit County, Colorado a written Notice of Termination.

C. Termination Upon Default. The Town may terminate this Agreement, at its discretion, immediately in the event the Owner is in default of the terms of this Agreement.

D. No Compensation to the Owner. In the event of termination of this Agreement for any reason, the Owner shall not be entitled to receive a refund for the Improvements which exist on Town Property.

10. Insurance. Owner shall procure and maintain, and shall cause any subcontractor of Owner to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Owner pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Owner or a subcontractor engaged in the performance of work under this Agreement.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate.

EXHIBIT "I"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

The policy shall be applicable to the Town Property and landscaping contained therein. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. The policies required by subparagraph B, above, shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Owner. The Owner shall be solely responsible for any deductible losses under any policy require above.

D. A certificate of insurance shall be completed by the Owner's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Owner shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed certificate of insurance shall be sent to: Town Clerk, Town of Dillon, P.O. Box 8, Dillon, Colorado 80435.

E. Notwithstanding any other portion of this Agreement, failure on the part of Owner to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Owner to the Town upon demand.

F. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

11. Owner's Waiver Of Claims Against Town. As a part of the consideration received for this Agreement, the Owner hereby waives any and all claims which Owner may or might hereafter have or acquire against the Town for loss or damage to the Owner's improvements which exist on the Town Property arising from the use by the Town, or the public, of the Town Property for any purpose.

12. Indemnification. Owner shall indemnify and hold harmless Town against and from any and all claims arising from Owner's use of the Town Property, the improvements installed by the Owner, the maintenance of the Owner or any claim arising from any breach or default on Owner's part under the terms of this Agreement, or from any act, omission, or negligence of Owner, or any officer, agent, employee, guest or invitee of Owner, and from all costs, attorneys'

EXHIBIT "I"                      Dillon Gateway PUD Agreement  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Owner assumes all risk of damage to property or injury to persons in, upon or about the Town Property, from any cause other than Town's gross negligence. Owner waives all claims with respect thereof against Town. Owner shall give prompt notice to Town in case of casualty or accidents in the Town Property.

13. Mechanics' Liens. The Owner shall not allow any mechanics' or similar liens to be filed against the Town Property arising from any work done by the Owner on the Town Property, and the Owner shall indemnify and hold the Town harmless with respect thereto, including any attorney's fees incurred by the Town in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town Property by reason of labor performed by, or materials furnished for, the Owner, the Owner shall within ten (10) days thereafter, at the Owner's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement immediately.

14. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If To The Town:

Town Manager  
Town of Dillon  
P.O. Box 8  
Dillon, Colorado 80435

If To The Owner:

Ivano Ottoborgo  
P.O. Box 294  
Dillon, Colorado 80435

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided for herein.

15. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

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

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding



EXHIBIT "I"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

18. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

19. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

20. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

21. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Summit, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

22. Remedies. Upon the occurrence of any default of the requirements of this Agreement by the Owner, the Town shall have the option to pursue any one or more of the remedies it may have pursuant to law and equity, including, but not limited to, the obtaining of an injunction and the pursuit of damages.

23. Binding Effect of Agreement. This Agreement shall run with the land included within the Alpine Lake Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24. Authority. Each party hereto represents and warrants to the other party that:

A. All actions or other conditions precedent necessary to bind such party to the terms of this Agreement have been taken and/or have been satisfied such that such party is bound to the performance of its obligations set forth in this Agreement; and

B. The person or persons executing this Agreement on behalf of such party have the full right, power and authority to bind that party to the obligations set forth in this Agreement.

25. Representations. Each party is relying on the representations contained in this Agreement by the other party in entering into this Agreement and each party acknowledges that the other party has so relied and is entitled to so rely.

*[Signatures on Following Page]*

EXHIBIT "PUD"  
Dillon Gateway PUD Agreement

EXHIBIT "T"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have entered into this RIGHT-OF-WAY MAINTENANCE AGREEMENT as of the day and year first set forth above.

**TOWN:**  
**TOWN OF DILLON**  
a Colorado municipal corporation

ATTEST:

By: \_\_\_\_\_  
Kevin Burns, Mayor

By: \_\_\_\_\_  
Jo-Anne Tyson, Town Clerk

**OWNER:**

\_\_\_\_\_  
Ivano Ottoborgo, an individual

STATE OF COLORADO)  
  ) ss.  
COUNTY OF SUMMIT )

The forgoing Agreement was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Ivano Ottoborgo, an individual.

My Commission expires:

(Seal of Notary)

\_\_\_\_\_  
Notary Public  
Address:



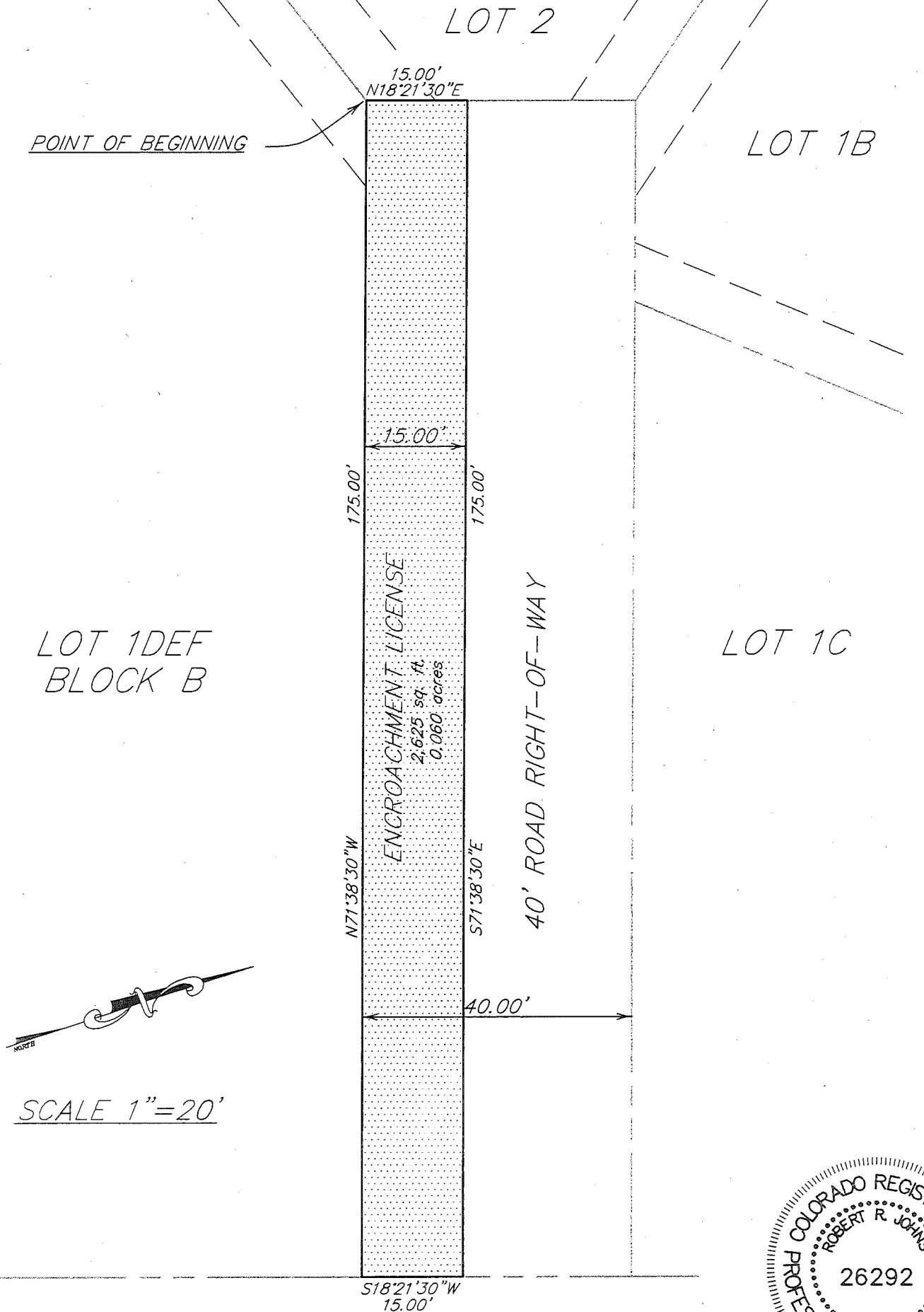
EXHIBIT "I"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

**EXHIBIT A-1**

[map description of Town Property]

A LEGAL DESCRIPTION EXHIBIT MAP FOR  
AN ENCROACHMENT LICENSE AND MAINTENANCE AGREEMENT  
FOR A PORTION OF ROAD RIGHT-OF-WAY  
BLOCK B, NEW TOWN OF DILLON  
TOWN OF DILLON, SUMMIT COUNTY, COLORADO

Exhibit A-1  
Dillon Gateway PUD  
ROW Maintenance Agreement



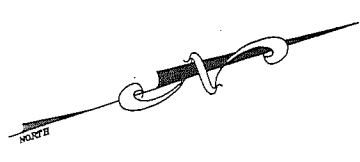
POINT OF BEGINNING

LOT 2

LOT 1B

LOT 1DEF  
BLOCK B

LOT 1C



SCALE 1"=20'



LAKE DILLON DRIVE  
100' R.O.W.

EXHIBIT "I"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

**EXHIBIT A-2**

[legal description of Town Property]



**Exhibit A-2  
Dillon Gateway PUD  
ROW Maintenance Agreement**

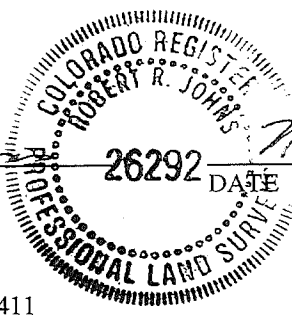
LEGAL DESCRIPTION  
ENCROACHMENT LICENSE AND  
MAINTENANCE AGREEMENT

A TRACT OF LAND BEING A PORTION OF A 40 FOOT ROAD RIGHT-OF-WAY WITHIN BLOCK B, NEW TOWN OF DILLON, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1DEF, BLOCK B, NEW TOWN OF DILLON, THENCE N18°21'30"E ALONG THE EASTERLY BOUNDARY LINE OF LOT 2, BLOCK B, NEW TOWN OF DILLON, A DISTANCE OF 15.00 FEET; THENCE S71°38'30"E A DISTANCE OF 175.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LAKE DILLON DRIVE; THENCE S18°21'30"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF LOT 1DEF, BLOCK B, NEW TOWN OF DILLON, THENCE N71°38'30"W A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,625 SQUARE FEET OR 0.060-ACRE, MORE OR LESS.

PREPARED BY:

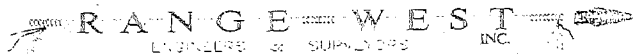
*Robert R. Johns*  
ROBERT R. JOHNS  
COLORADO PLS NO. 26292



PROJECT NO. 19787-411  
PREPARED FOR: IVANO OTTOBORGO

5848/08/152

P.O. BOX 589  
Silverthorne, CO 80498



Phone 970-468-6281  
www.rangewestinc.com

EXHIBIT "I"  
DILLON GATEWAY PUD  
RIGHT-OF-WAY MAINTENANCE LICENSE AGREEMENT

**EXHIBIT B**

[description of Alpine Lake Development]



EXHIBIT J  
Dillon Gateway PUD  
Town Council Resolution 02-16, Series of 2016



EXHIBIT K  
Conditional Use Permit  
Town Council Resolution 03-16, Series of 2016







**Town of Dillon**

275 Lake Dillon Drive  
Dillon, Colorado 80435

**Public Works - GIS**

Contents:

# Dillon Gateway PUD

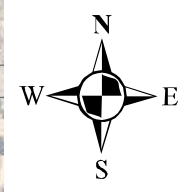
240 Lake Dillon Drive

Date: Nov. 23, 2015

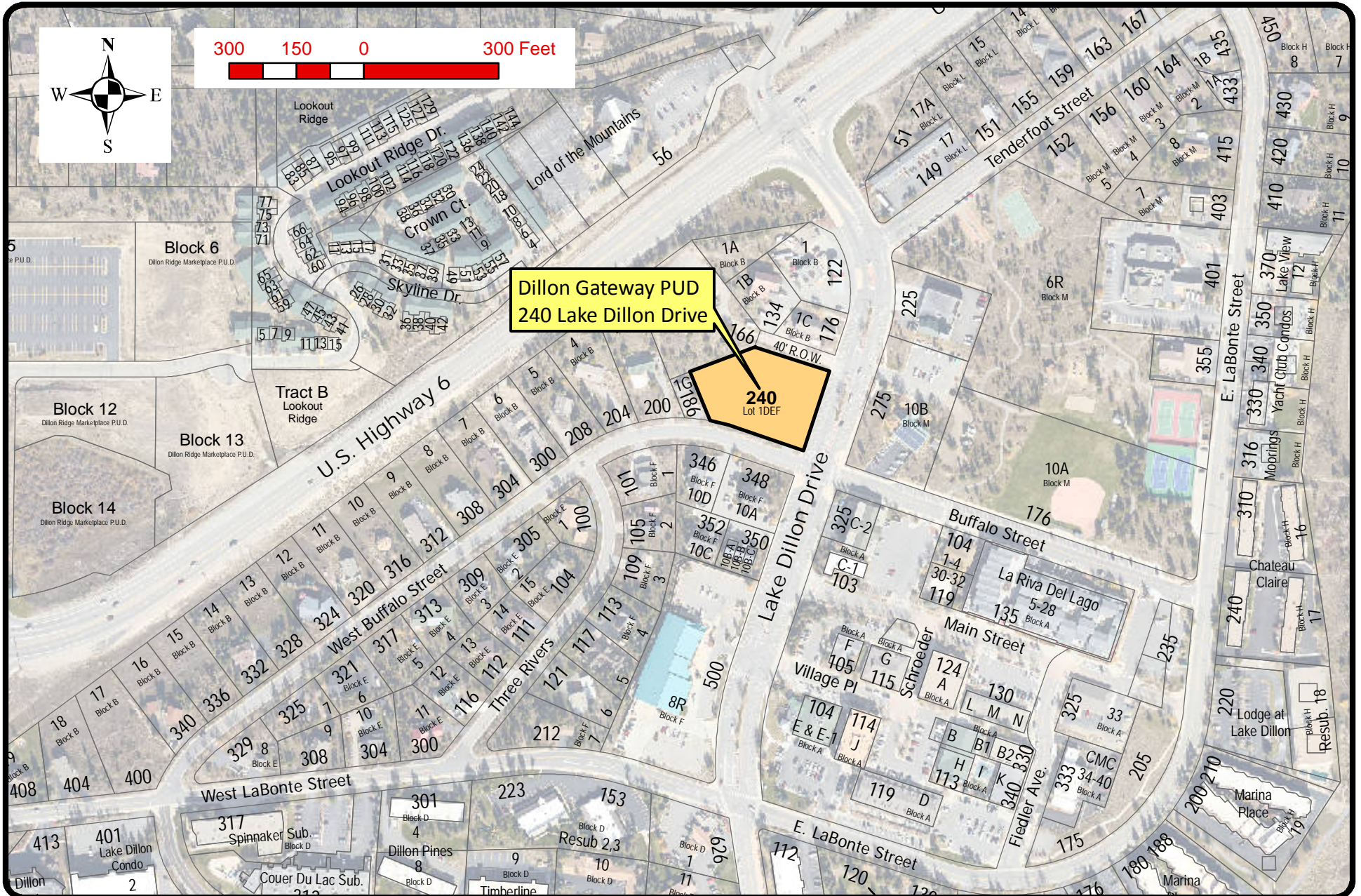
By:

Scale: 1 inch = 300 feet

N. West



300 150 0 300 Feet









# Town of Dillon

275 Lake Dillon Drive  
Dillon, Colorado 80435

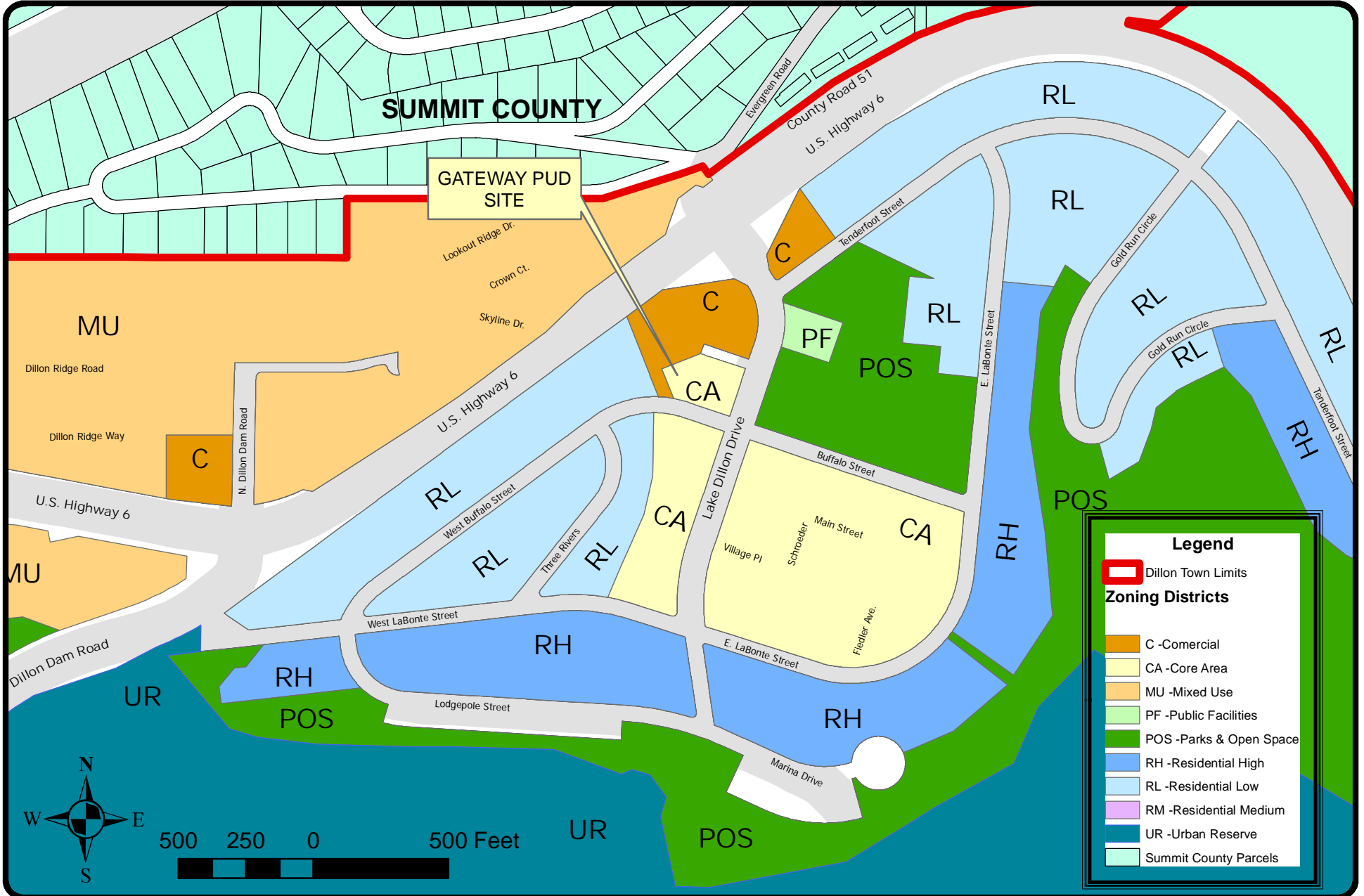
Public Works - GIS

Contents:

# GATEWAY PUD VICINTY ZONING MAP

Date: November 23, 2015  
Scale: 1 inch = 500 feet

By: N.West







Town of Dillon

275 Lake Dillon Drive  
Dillon, Colorado 80435

Public Works - GIS

Contents:

# Dillon Gateway PUD Base Elevation Determination

240 Lake Dillon Drive

Date: Nov. 23, 2015

By:

Scale: 1 inch = 60 feet

N. West









Town of Dillon

275 Lake Dillon Drive  
Dillon, Colorado 80435

Public Works - GIS

Contents:

# Dillon Gateway PUD

## Surrounding Top of Roof Elevation Analysis

Elevations are based on the Town of Dillon Vertical Datum

Date: 25 NOV 2015

By:

Scale: 1 in=100 ft

djb

NOTE: Elevations are derived from a 2014 LiDAR data set and converted to the Town Vertical Datum. Elevations are approximate (+/- 6")

**37.7' LOWER**

Century Link  
Top of Flat Roof=9121.3'

**2.2' LOWER**

Century Link  
Top of Tower=9156.8'

Rebekah Lodge  
Top of Roof Ridge=9147.8'  
**11.2' LOWER**

Old Town Hall  
Top of Roof Ridge=9139.6'

**19.4' LOWER**

Lake Dillon Fire Protection  
Roof Ridgeline=9157.3'  
**1.7' LOWER**

LDFP Hose Tower Roof  
Hose Tower Roof=9168.7'  
**9.7' HIGHER**

166 40' R.O.W. 176

**Dillon Gateway Building**  
Highest point=9159'  
Top of Parapet=9151'

Dillon Town Hall  
Hose Tower Roof=9156.1'  
**2.9' LOWER**

Dillon Town Hall  
Top of Main Roof=9142.1'  
**16.9' LOWER**

346 348

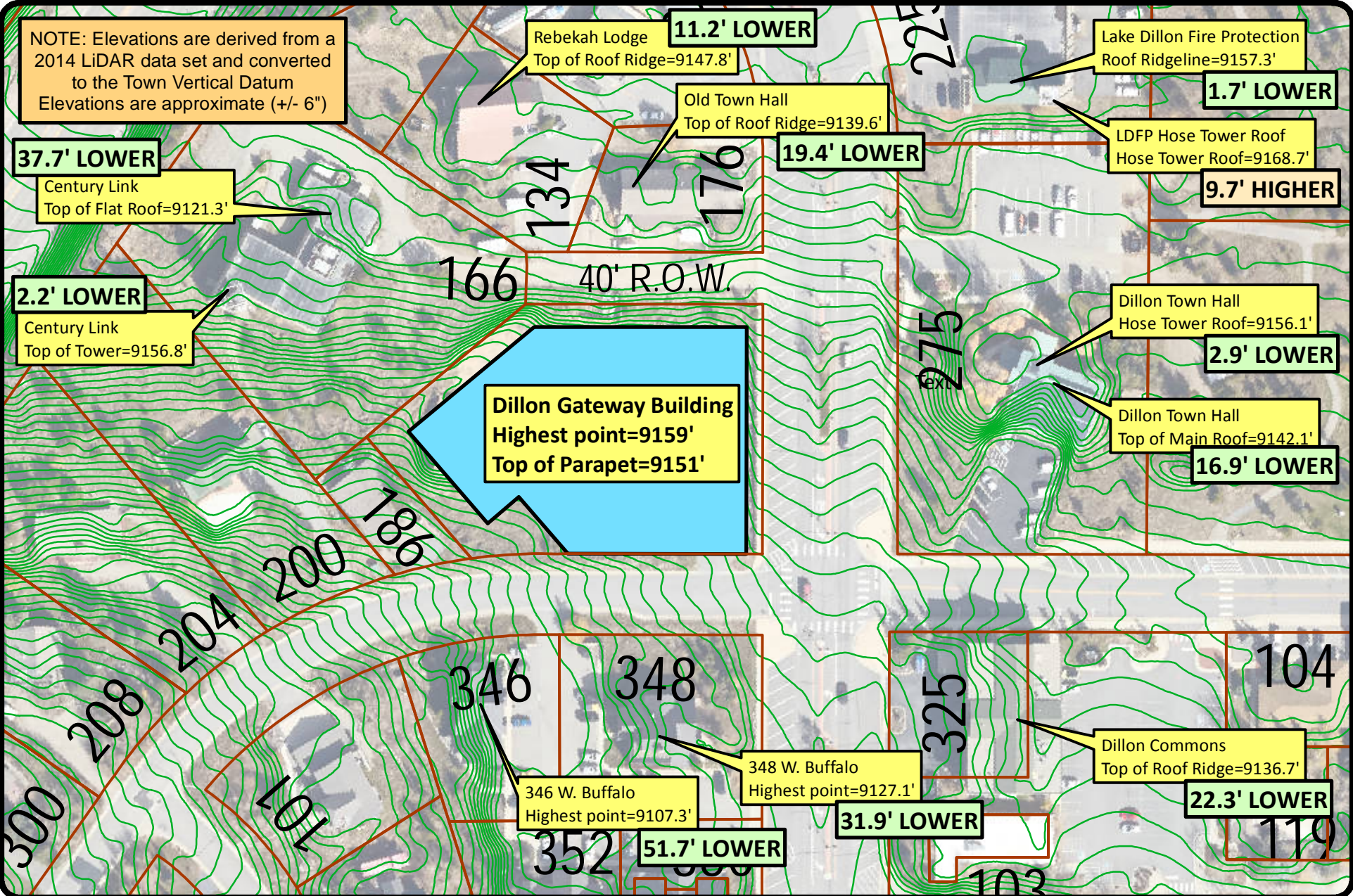
346 W. Buffalo  
Highest point=9107.3'

**51.7' LOWER**

348 W. Buffalo  
Highest point=9127.1'

**31.9' LOWER**

Dillon Commons  
Top of Roof Ridge=9136.7'  
**22.3' LOWER**









Town of Dillon

275 Lake Dillon Drive  
Dillon, Colorado 80435

Public Works - GIS

Contents:

### Dillon Gateway PUD

### Building Height Relative to Street Centerline

Elevations are based on the Town of Dillon Vertical Datum

Date: 25 NOV 2015

By:

Scale: 1 in=100 ft

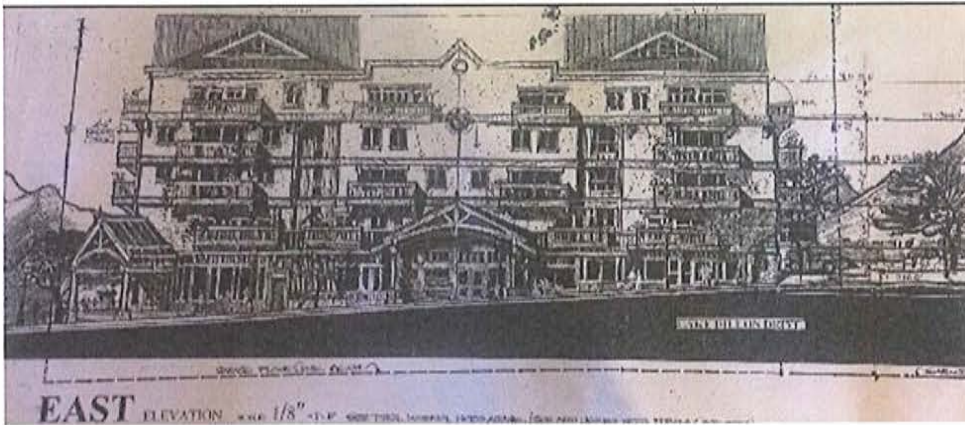
djb







# Dillon Gateway Project



Dillon Core is the center of everywhere you want to be.

Presented by: Ivano Ottoborgo

Location:  
240 Lake Dillon Drive,  
Dillon Colorado,  
80435

## Ivano Ottoborgo Proposal in regards to the “Dillon Gateway” Development in Dillon, Colorado

### **I. The Ottoborgo family history**

- a. The Ottoborgo family has had a long standing relationship with the town of Dillon and have played an integral role in the economic development and have been involved in the community since the 1980’s.
  - i. Ivano and his father originally purchased the parcel of land located on 240 Lake Dillon drive in 1987
    1. Adriano Ottoborgo being the 3<sup>rd</sup> generation within the Ottoborgo family to utilize the property
      - a. Ivano’s children were raised within the community and were educated locally. They were involved in the local high school football team, volunteering at the local hospital, and Ivano had worked hand in hand with the town striving for improvement in a past development plan in 2006.
- b. Recently as of 2010, The Ottoborgo family has also made several improvements to the property including:
  - i. Refinishing
  - ii. Landscaping
  - iii. Renovations and additions
  - iv. Successfully re-opening the restaurant business
    1. Hoping to improve the town and re-establish restaurant as cornerstone within new building
  - v. 2006 applied for a PUD on the building which was approved
    1. Thankfully the development slated for 2006 never came fruition due to the economic recession, which was actually a fortunate circumstance and allowed for improvement to the development and the community interaction with the current Gateway project.

### **II. Development within Dillon**

- a. Large tax and revenue stream for the town of Dillon
- b. Can be used as a precedent for other land owners and developers looking to Dillon as the next major area for development
- c. Population increase is expected not only for Colorado in general but more specifically Summit County
  - i. The need for housing is already apparent and this can help satisfy that growing need
- d. The promotion of the town of Dillon in comparison to the neighboring towns, is becoming increasingly important



- e. The town of Dillon's core is located alongside highway 6 but draws very few people into the town
  - i. An illustrious new development will draw the eye of tourists and locals alike into Dillon and modernize the entrance into the town
- f. This project can provide this town with an example of the direction that future developments can take
  - i. Also can break ground for the necessary town codes that will undoubtedly resurface in future developments
- g. It is understandable that the first development, as with most initial projects, is typically the most challenging. However, we are at an optimal time for the town of Dillon to take this challenge on and surpass the community's expectations for what is possible for a development
- h. The residents who remain, that were living in Dillon prior to the developments of Dillon ridge, remember a time when Dillon was a bustling area full of people and things to do. With the many businesses that have flourished outside of the core of Dillon, the foot-traffic within has dwindled. When something as large as Dillon ridge happens all at once, although great for some, it can also result in a struggle for others.
  - i. Some buildings and businesses within the town core have never had the opportunity to see the increase that other areas within the county have enjoyed and in the meantime, the buildings haven't gotten any younger.
- i. Much of the charm of Dillon is that the buildings are quite old and have rich history, however, with their age also comes structural issues.
  - i. Unfortunately because these issues are of a structural nature, in some cases a remodel will only serve to cover the problem temporarily. The Riva Del Lago building can provide a prime example of how sometimes a building may be better off being reborn rather than remodeled.
- j. As a business owner, employee or anyone living in a town that survives on a cyclical economy, you need to consider not only what you will be doing during the busy seasons when there are people aplenty, but equally importantly is what will happen when the tourists are not around.
  - i. With an additional 100-130 residents, living above commercial space, the hand feeds the mouth. Not only does this help the businesses within this development see full time business but also the businesses in the surrounding area.

### **III. The Other towns and what has been happening**

- a. Looking across the lake and seeing the expansions and developments that have been fruitful, only leave me asking the question, why not Dillon? With equal if not greater assets; a more beautiful marina, an impeccable park, a bike path taking you on a tour through the center of town, and one of the most visually compelling amphitheaters. The list can easily expand with the well-known farmers market

and a highway at our front door but looking at the other towns nearby, a clear disparity exists with the amount of foot-traffic Dillon regularly sees.

- i. North Denver can be used as a parallel as they experienced the same growing pains and changes, in the 1970's those areas were exclusively neighborhoods, homes and full time residents. Driving through today and you will see thriving businesses; mixed use buildings, some old and some new, and people walking around enjoying their community and an abundance of activities.

#### **IV. Increasing need for housing within Dillon and Summit County**

- a. The need for increased housing being obvious as work force housing is becoming more and more important as all town's populations have been increasing. This building can help fill a portion of that growing need and also open the door for more developments. This in turn can help satisfy our communities growing need for more affordable housing, especially in regards to long term rentals
- b. This building, if approved, has the potential to increase the number of fulltime residents by nearly 10%
  - i. The total population of this building could be close to 100-130
    1. This will have an ancillary effect on all businesses within the area to increase sales and foot traffic within the town of Dillon.

#### **V. Location**

- a. This development would be optimal for workforce housing as Dillon sits centralized between all of the major areas of employment within Summit County
- b. Dillon has the geographic opportunity to become the hub and heart of what is happening within the county, being nearly equal distance from each individual town
- c. The site of this development, with the inclusion of the additional 9 and ¼ foot, would have some of the best views that summit county has to offer

#### **VI. The Gateway Development Summary**

- a. This building will consist of mixed uses (commercial and residential) and by selling the condominium portion, a developer would be able to use these sales to pay a major portion of their loan. In turn, a greater emphasis can be placed on build quality and finishing work. This condominium element is a key quality, and can be the difference between good development based on necessity, and a groundbreaking development that provides the example for projects going forward.
  - i. By selling the 5<sup>th</sup> and 4<sup>th</sup> floor, the note carried by a developer will be paid of much faster. However if this building were to consist of entirely

apartments, the developer would most likely spend less on quality in order to keep their note/cost down

**ii. The 9 and ¼ foot is the major difference between the development consisting entirely of condos or of apartments**

- b. The need for this development and others within the core of Dillon is strategically and economically integral to the continuation of Dillon's success





# Memorandum

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**DATE:** January 29, 2016  
**TO:** Mayor Kevin Burns and the Dillon Town Council  
**FROM:** Dan Burroughs, PE – Town Engineer  
**RE:** **Dillon Gateway Project Review** at Town Council (Continued from Jan. 5, 2016)  
TOWN COUNCIL Feb. 2<sup>nd</sup>, 2016 AGENDA ITEMS 5 and 6  
**Town Council Resolution 02-16**, Series of 2016, Planned Unit Development  
**Town Council Resolution 03-16**, Series of 2016, Conditional Use Permit

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Previously, the Town Council opened public hearings for the two resolutions which would approve the Dillon Gateway project located at 240 Lake Dillon Drive. This property is zoned Core Area (CA) and is currently the Adriano's restaurant located at the northwest corner of Lake Dillon Drive and West Buffalo Street.

Both resolutions 02-16 and 03-16, Series of 2016, were continued to the February 2, 2016 Town Council meeting in order for the applicant to provide more information about the actual workforce housing proposal.

The applicant has provided the formal proposal for the workforce housing as attached in his letter dated January 24, 2016.

I have also attached Ivano Ottoborgo's Jan. 9, 2016 email to Jennifer Kermode at the Summit Combined Housing Authority; and Ms. Kermode's response in her Jan. 12, 2016 email.





**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
January 5, 2016 TOWN COUNCIL MEETING**

**DATE:** December 16, 2015

**AGENDA ITEM NUMBER:** 8

**ACTION TO BE CONSIDERED:**

**Consideration of a Resolution No. 03-16, Series of 2016:** A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, APPROVING A LEVEL III DEVELOPMENT APPLICATION FOR A CONDITIONAL USE PERMIT TO ALLOW A RESIDENTIAL USE ON THE GROUND FLOOR OF THE PROPOSED DILLON GATEWAY PLANNED UNIT DEVELOPMENT LOCATED AT 240 LAKE DILLON DRIVE, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.

**Public hearing**

**SUMMARY:**

The Town received a Level III Development application for a Conditional Use Permit for a ground floor residential unit in the Core Area (CA) zoning district in the proposed Dillon Gateway Planned Unit Development (PUD) mixed-use building to be located at 240 Lake Dillon Drive. The parcel is located at the northwestern corner of Lake Dillon Drive and W. Buffalo Street, and is identified as Lot 1DEF, Block B, New Town of Dillon.

The Conditional Use Permit is required because residential uses on the first (ground) floor are only permitted in the Core Area (CA) zoning district when they are part of a PUD and with a Conditional Use Permit.

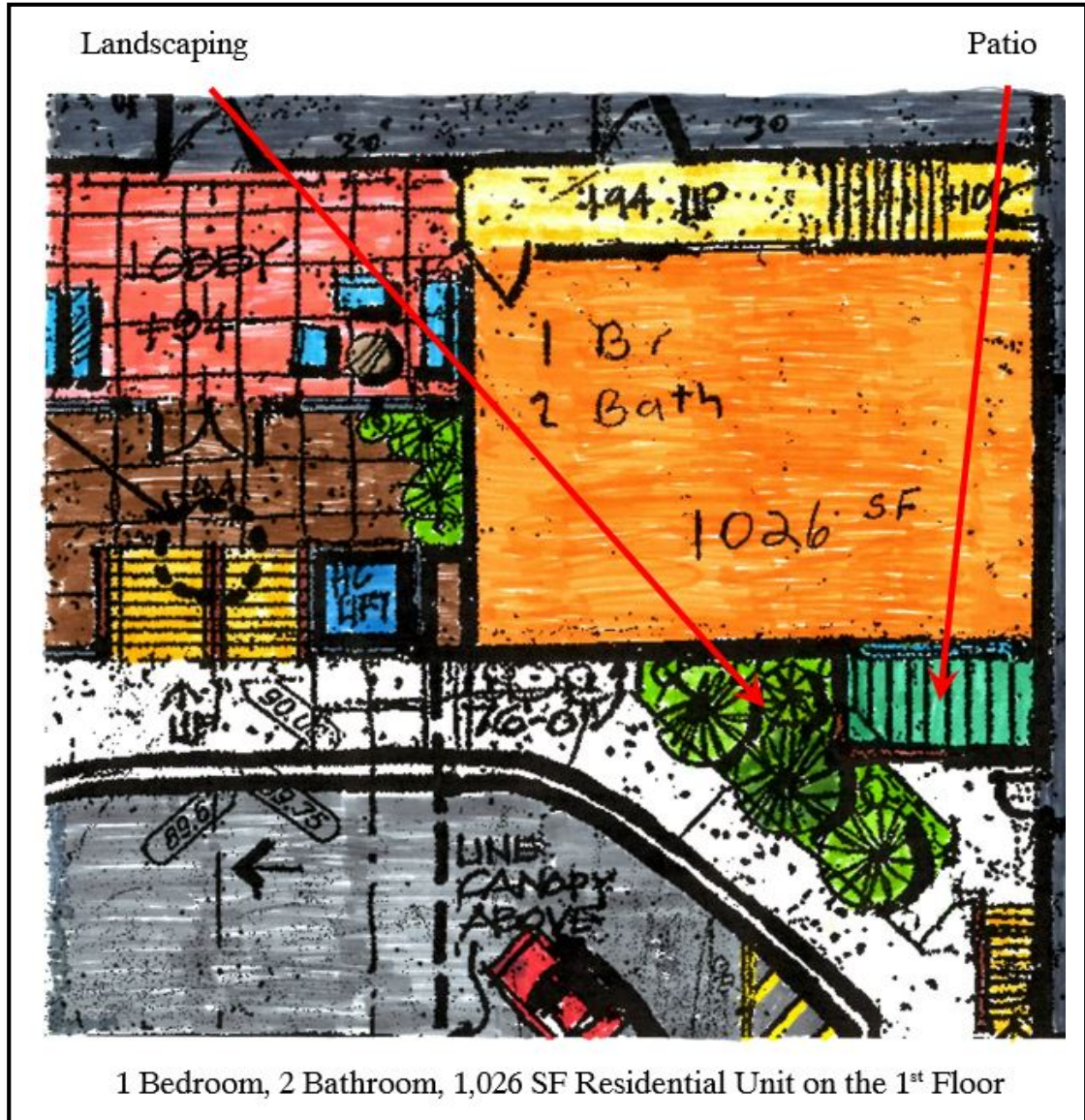
This application is running concurrently with the Dillon Gateway PUD application reviewed separately under Town Council Resolution 02-16, Series of 2016. Both the PUD and the Conditional Use Permit must be approved to allow the project to move forward.

Following are the review criteria and findings of fact for the Level III Development Conditional Use Permit application:

1. That the application for the conditional use permit for a first (ground) floor residential use is complete, and details the location of the first (ground) floor residential unit on the “Main Level”; all other residential uses in the concurrent PUD application are above this floor elevation.
2. A Conditional Use Permit for the proposed first (ground) floor residential unit in the concurrent PUD application is consistent with the zoning provisions of the Core Area (CA) zoning district found in Section 16-3-150 “Core Area (CA) Zone”.



3. Zoning provisions of the Core Area (CA) zoning district remain for the parcel except for those that deviate from the underlying zone through the concurrent PUD process.
4. The proposed first (ground) floor residential unit is compatible with the neighborhood, and is a small part of the whole PUD project. Both commercial and residential uses exist in neighboring properties.



5. The proposed first (ground) floor residential unit has its own leisure open space in the form of a patio similar in dimension to the balconies provide for the other residential units in the proposed PUD. The PUD plans indicate the patio to be surrounded by landscaping in a corner of the building's courtyard.
6. The impacts on density on the parcel from the proposed one (1) bedroom residential unit on the first (ground) floor are negligible, as it represents less than one percent

(>1%) of the total one hundred twenty two (122) proposed residential bedrooms in the project. Section 16-5-120 “PUD Development Standards”, Subsection (e) states, “Buildings utilizing vertical mixed uses are encouraged in the Core Area Retail (CA) zone.” The proposed concurrent PUD building encompasses a vertical mixed use design as is encouraged in the Core Area (CA) zone. The proposed PUD building contains sixty-five (65) residential units, with only one being proposed on the first (ground) floor. The remaining first (ground) floor uses are a restaurant, two (2) retail spaces, and garaged parking for the residential use in the building.

7. The proposed building height is not impacted by the proposed first (ground) floor residential unit, as it is a small part of the total square footage of the first (ground) floor of the building, the majority of which is restaurant and retail space.
8. The proposed first (ground) floor residential unit will not negatively impact the proposed street circulation system for the project.
9. The proposed one (1) bedroom residential unit on the first (ground) floor requires that one and a half (1.5) off street parking spaces be provided. The proposed PUD provides the required parking on site for the proposed first (ground) floor unit, as well as all other residential uses.
10. Pedestrian circulation is not impacted by the proposed one (1) bedroom residential unit on the first (ground) floor.
11. The PUD provides landscaping throughout the project, and some is proposed immediately adjacent to the proposed open space patio for the first (ground) floor residential unit.

The following conditions are attached to the Conditional Use Permit for the first (ground) floor residential unit in the Core area (CA) zoning district:

1. The concurrent Level IV development application for the Dillon Gateway PUD at 240 Lake Dillon Drive (Resolution xx-16, Series of 2016) is also approved by the Town Council of the Town of Dillon.
2. The applicant shall submit final construction documents for Town approval which include the construction of one (1) residential unit on the ground floor of the proposed PUD.
3. The Conditional Use Permit shall run with the land so long as the ground floor residential unit is in the general location and configuration as shown on the Dillon Gateway PUD application.

#### **PLANNING AND ZONING COMMISSION ACTION:**

The Planning and Zoning Commission approved Resolution PZ 20-15, Series of 2015, approving the Conditional Use Permit, after a public hearing was held on December 2, 2015, before the Planning and Zoning Commission of the Town of Dillon on the application for a conditional use permit to allow a residential use on the ground floor of the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 03-16, Series of 2016.

**TOWN COUNCIL ACTION:**

The Town Council may approve the application, choose to deny the application, or may continue the review of this application at a future meeting and request additional information.

**ACTION REQUESTED:** Motion, Second, Roll Call Vote.

Resolutions require the affirmative vote of a majority of the members present.

**STAFF MEMBER RESPONSIBLE:** Ned West, Town Planner

**RESOLUTION NO. 03-16**  
**Series of 2016**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, APPROVING A LEVEL III DEVELOPMENT APPLICATION FOR A CONDITIONAL USE PERMIT TO ALLOW A RESIDENTIAL USE ON THE GROUND FLOOR OF THE PROPOSED DILLON GATEWAY PLANNED UNIT DEVELOPMENT LOCATED AT 240 LAKE DILLON DRIVE, DILLON, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Town of Dillon has received a Level III development application for a conditional use permit to allow a residential use on the ground floor of the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive, Dillon, Colorado; and

**WHEREAS**, the Town of Dillon has received a concurrent Level IV Development Application for a new Planned Unit Development consisting of a restaurant, commercial space and 65 residential units called the Dillon Gateway Project. The development is located at 240 Lake Dillon Drive, more specifically described as Lot 1DEF, Block B, New Town of Dillon Subdivision, Dillon, Colorado; and

**WHEREAS**, following the required notice, a public hearing was held on December 2, 2015, before the Planning and Zoning Commission of the Town of Dillon on the application for a conditional use permit to allow a residential use on the ground floor of the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive, Dillon, Colorado; and,

**WHEREAS**, following the public hearing, the Planning and Zoning Commission of the Town of Dillon has made certain findings of fact regarding the application for a conditional use permit to allow a residential use on the ground floor of the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive, Dillon, Colorado; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Dillon approved Resolution PZ 20-15, Series of 2015, on December 2, 2015 and made a recommendation to the Town Council of the Town of Dillon to approve the application for a conditional use permit to allow a residential use on the ground floor of the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive, Dillon, Colorado with certain conditions which are reasonable and necessary to and relate to impacts created by the proposed Dillon Gateway Planned Unit Development; and,

**WHEREAS**, following the required notice, a public hearing was held on January 5<sup>th</sup>, 2016, before the Town Council of the Town of Dillon on the application for a conditional use permit to allow a residential use on the ground floor of the proposed Dillon

Gateway Planned Unit Development located at 240 Lake Dillon Drive, Dillon, Colorado; and,

**WHEREAS**, the Town Council of the Town of Dillon has determined that certain conditions which are reasonable and necessary to and relate to impacts created by the proposed conditional use permit to allow a residential use on the ground floor of the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive, Dillon, Colorado.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. That the Town Council of the Town of Dillon, following the required notice, held a public hearing on January 5<sup>th</sup>, 2016, on the application for a conditional use permit to allow a residential use on the ground floor of the proposed Dillon Gateway Planned Unit Development located at 240 Lake Dillon Drive, Dillon, Colorado, consisting of a single one (1) bedroom residential unit; and following said public hearing makes the following findings of fact:

A. That the application for the conditional use permit for a first floor residential use is complete.

1. *The application details the location of the first (ground) floor residential unit and describes the floor level as the “Main Level”; all other residential uses in the proposed PUD building are above this floor elevation.*
2. *The application for the first (ground) floor residential unit is a concurrent application for approval of the Dillon Gateway PUD.*

B. That the proposed conditional use meets the general criteria set forth in Chapter 16 “Zoning”, Article V “Planned Unit Development”, Division 1 of the Dillon Municipal Code of the Town of Dillon, Colorado, as stipulated in Section 16-3-150 Core Area (CA) Zone, Subsection (4) “Conditional uses in conjunction with a PUD”.

1. *A Conditional Use Permit for the proposed first (ground) floor residential unit in the proposed building as part of a PUD is consistent with the zoning provisions of the Core Area (CA) zoning district.*
2. *Zoning provisions of the Core Area (CA) zoning district remain for the parcel except for those that deviate from the underlying zone through the PUD process.*

C. That the potential impacts of the proposed first (ground) floor residential unit in the PUD meet the development standards set forth in Article V, Division 2 as stipulated in Section 16-3-150 Core Area (CA) Zone, Subsection (4) “Conditional uses in conjunction with a PUD”.

1. *The proposed first (ground) floor residential unit is compatible with the neighborhood, and is a small part of the whole PUD project.*
2. *The proposed first (ground) floor residential unit has its own leisure open space in the form of a patio similar in dimension to the balconies provide for the other residential units in the proposed PUD.*
3. *The impacts on density on the parcel from the proposed one (1) bedroom residential unit on the first (ground) floor are negligible, as it represents less than one percent (>1%) of the total one hundred twenty two (122) proposed residential bedrooms in the project. Section 16-5-120 “PUD Development Standards”, Subsection (e) states, “Buildings utilizing vertical mixed uses are encouraged in the Core Area Retail (CA) zone.” The proposed concurrent PUD building encompasses a vertical mixed use design as is encouraged in the Core Area (CA) zone. The proposed PUD building contains sixty-five (65) residential units, with only one being proposed on the first floor. The remaining first (ground) floor uses are a restaurant, two (2) retail spaces, and garaged parking for the residential use in the building.*
4. *The proposed building height is not impacted by the proposed first (ground) floor residential unit, as it is a small part of the total square footage of the first (ground) floor of the building, the majority of which is restaurant and retail space.*
5. *The proposed first (ground) floor residential unit will not negatively impact the proposed street circulation system for the project.*
6. *The proposed one (1) bedroom residential unit on the first (ground) floor requires that one and a half (1.5) off street parking spaces be provided. The proposed PUD provides the required parking on site for the proposed first (ground) floor unit, as well as all other residential uses.*
7. *Pedestrian circulation is not impacted by the proposed one (1) bedroom residential unit on the first floor.*
8. *The PUD provides landscaping throughout the project, and some is proposed immediately adjacent to the proposed open space patio for the first (ground) floor residential unit.*

D. That the proposed conditional use meets the criteria set forth in Article V, Division 3 as stipulated in Section 16-3-150 Core Area (CA) Zone, Subsection (4) “Conditional uses in conjunction with a PUD”. The application for a conditional use permit for a first (ground) floor residential use complies with the specific requirements of Section 16-5-220 “Conditional use criteria”, as detailed as follows:

1. The use is listed as an allowed conditional use within the zone, or is otherwise identified as a conditional use and is consistent with the intent and purpose of the Comprehensive Plan and applicable zoning district.



*The site is zoned Core Area (CA). A Residential Use on the first (ground) floor is permitted in the Core Area (CA) zoning district by a conditional use permit when associated with a PUD. The proposed first (ground) floor residential use is part of a concurrent PUD application.*

2. The parcel is suitable for the proposed conditional use, considering such factors as size, shape, location, topography, soils, slope stability, drainage and natural features.

*The proposed first (ground) floor residential use is a small part of the concurrent application for a PUD on the parcel. The conditional use permit application is for one (1) residential unit on the first (ground) floor of a multi-use building having retail spaces, a restaurant, and parking on the main level, with multi-family residential above. The PUD is designed utilizing the relative grades across the site to an advantage in creating general access to the building and garaged parking for the residential use in the building. The size, shape, location, topography, soils, slope stability, drainage, and natural features are not anticipated to be affected by the proposed first (ground) floor residential use.*

3. The proposed conditional use will not have significant adverse impacts on the air or water quality of the community.

*The first (ground) floor residential unit is not anticipated to have any impacts on community air or water quality. The concurrent PUD application proposes modern, energy efficient construction, landscaping, and site storm water detention to maintain air and water quality.*

4. The proposed conditional use will not substantially limit, impair or preclude the use of surrounding properties for the uses permitted in the applicable zoning district.

*The proposed one (1) first (ground) floor residential unit will not substantially limit, impair, or preclude the use of surrounding properties. The site has an existing multi-use building with a residential use on a walk-out basement level, coexisting with an active restaurant business. Neighboring properties have both commercial and residential uses, and some neighboring properties are mixed use commercial / residential buildings.*

5. Adequate public utilities and services are available or will be made available to the site prior to the establishment of the conditional use.

*The existing site is already served by gas, electric, water, and sanitary sewer facilities. No additional utility needs have been identified by the applicant.*

E. That Conditional Use Permits shall transfer in ownership and thus run with the land in accordance with Section 16-5-250 of the Dillon Municipal Code.

Section 2. That the Town Council of the Town of Dillon does hereby approve a conditional use permit for a first (ground) floor residential use for a one (1) bedroom residential unit at 240 Lake Dillon Drive, Dillon, Colorado with the following conditions:

1. The concurrent Level IV development application for the Dillon Gateway PUD at 240 Lake Dillon Drive (Resolution 02-16, Series of 2016) is also approved by the Town Council of the Town of Dillon.

2. The applicant shall submit final construction documents for Town approval which include the construction of one (1) residential unit on the ground floor of the proposed PUD.

3. The Conditional Use Permit shall run with the land so long as the ground floor residential unit is in the general location and configuration as shown on the Dillon Gateway PUD application.

**APPROVED AND ADOPTED THIS 5<sup>th</sup> DAY OF JANUARY, 2016 BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO.**

**TOWN OF DILLON**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

By: \_\_\_\_\_  
Jo-Anne Tyson, CMC, Town Clerk

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**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
January 19, 2016 COUNCIL MEETING**

**DATE:** January 6, 2016

**AGENDA ITEM NUMBER:** 7

**ACTION TO BE CONSIDERED:** Consideration of Ordinance No. 02-16, Series of 2016.  
First Reading

An Ordinance amending Chapter 6, Business Licenses and Regulations, Article I, Alcoholic Beverages, Section 6-1-60, Optional Premises to allow for stand-alone optional premises liquor licenses.

**AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 6, “BUSINESS LICENSES AND REGULATIONS,” ARTICLE I, “ALCOHOLIC BEVERAGES,” SECTION 6-1-60, “OPTIONAL PREMISES” OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO TO ALLOW FOR STAND-ALONE OPTIONAL PREMISES LIQUOR LICENSES; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**SUMMARY:** C.R.S. 12-47-310 (1), allows for optional premises license – local option, provided the local governing body of the municipality adopts an ordinance allowing such licenses and adopts specific standards for the issuance of the license. Until recently, the Town of Dillon did not see a need to adopt stand-alone optional premises licenses. As the Town wishes to conduct the alcohol sales at the Dillon Amphitheatre this summer and needs to obtain a liquor license to do so, an optional premises license – local option provides the most flexibility and liability protection to the Town.

The purpose of this Ordinance is to incorporate optional premises license – local option and corresponding standards into the Town Code and amend the wording throughout Section 6-1-60 to include such licenses.

Optional premises licenses allow the applicant to “turn on and off” their license. A forty-eight (48) hour written notification to the state to turn on or off the license is all that is necessary to control the license. The Town shall obtain the optional premises license for their Amphitheatre events and have the option to “turn off” their license in the case of a special event serving alcohol or extended time period that the Amphitheatre is not in use, thus decreasing the risk of liability to the Town. Three staff members shall be named as event managers on the license including Marketing and Communications Director Kerstin Anderson, Events Manager Matt Miano, and Events Coordinator Matt Lope. The application process, posting and publication requirements, and issuance of the license will take approximately forty-five (45) days to obtain.

**BUDGET IMPACT:** Application for a new liquor license: \$600.00  
Optional premises liquor license application: \$500.00  
Fingerprinting – Colorado Bureau of Investigation: \$115.50

Total budget impact: \$1,215.50

**STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 02-16, Series of 2016.

**ACTION REQUESTED: Motion, Second and Roll Call Vote For Approval**

Recommended motion language: “.....move to approve Ordinance 02-16, Series of 2016,

At least four (4) affirmative votes will be required for approval of this ordinance.

**STAFF MEMBER RESPONSIBLE:** Jo-Anne Tyson, Town Clerk

**ORDINANCE NO. 02-16**  
**Series of 2016**

**AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 6, “BUSINESS LICENSES AND REGULATIONS,” ARTICLE I, “ALCOHOLIC BEVERAGES,” SECTION 6-1-60, “OPTIONAL PREMISES” OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO TO ALLOW FOR STAND-ALONE OPTIONAL PREMISE LIQUOR LICENSES; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, C.R.S. 12-47-310 (1), “Optional premises license – location option,” states that no optional premises license, or optional premises permit for a hotel and restaurant license, as defined in section C.R.S. 12-47-103(22)(a), shall be issued within any municipality unless the governing body of the municipality has adopted an ordinance allowing such license and adopted specific standards for the issuance of optional premises licenses; and,

**WHEREAS**, the Town Council of the Town of Dillon wishes to allow for the issuance of a stand-alone optional premises license in accordance with the provisions of C.R.S. 12-47-310 (1), and set specific standards for the issuance of such a stand-alone optional premises licenses ; and,

**WHEREAS**, the Town Council of the Town of Dillon finds it appropriate to amend Chapter 6, “Business Licenses & Regulations”, Article I, “Alcoholic Beverages,” Section 6-1-60 to allow for a stand-alone optional premises license in accordance with C.R.S. 12-47-310 (1), for the Town’s use at the Dillon Amphitheatre for events which serve alcohol, finding the requirements of such license to be consistent with the Town’s needs of such events; and,

**WHEREAS**, the Town Council of the Town of Dillon finds that the amendment of the Dillon Municipal Code of the Town of Dillon, Colorado as set forth herein below is in the best interest of the Town of Dillon and is necessary to be consistent with the types of alcoholic beverage licenses offered by the State of Colorado Department of Revenue.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. That Chapter 6, “Business Licenses and Regulations,” Article I, “Business Licenses & Regulations – Alcoholic Beverages,” Section 6-1-60, “Optional Premises,” sub-paragraph (a), of the Dillon Municipal Code of the Town of Dillon, Colorado shall be deleted in its entirety and replaced with a new sub-paragraph (a) to read as follows:

**Sec. 6-1-60. Optional premises.**

(a) An annually renewable optional premises license for the sale or service of alcoholic beverages may be issued by the Authority for the following:

(1) Any outdoor sports and recreational facility so long as such facility is located on or adjacent to a hotel and restaurant license.

(2) Any stand-alone outdoor sports and recreational facility.

Section 2. That Chapter 6, “Business Licenses and Regulations,” Article I, “Business Licenses & Regulations – Alcoholic Beverages,” Section 6-1-60 “Optional Premises,” sub-paragraph (f) of the Dillon Municipal Code of the Town of Dillon, Colorado shall be deleted in its entirety and replaced with a new subparagraph (f) to read as follows:

Sec. 6-1-60. Optional premises.

(f) Application for an optional premises license shall be made to the Town by an applicant for an optional premises license, hotel and restaurant license with optional premises permit or a hotel and restaurant licensee, upon forms to be furnished by the Town for that purpose. The following information shall be provided by the applicant in addition to the information required by the state licensing authority:

The remaining provisions of sub-paragraph (f) shall remain unchanged.

Section 3. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect five days after publication following final passage.

**INTRODUCED, READ AND ORDERED PUBLISHED BY TITLE ONLY THIS 2<sup>nd</sup> DAY OF FEBRUARY, 2016.**

**PASSED, ADOPTED AND APPROVED AND ORDERED PUBLISHED BY TITLE ONLY THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.**

**TOWN OF DILLON,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Kevin Burns, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Jo-Anne Tyson, CMC/MMC, Town Clerk



**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
February 2, 2016 COUNCIL MEETING**

**DATE:** January 29, 2016

**AGENDA ITEM NUMBER:** 8

**ACTION TO BE CONSIDERED:** Consideration of Emergency Ordinance No. 03-16, Series of 2016, an Ordinance repealing and replacing section 2-1-20 of the Town of Dillon's Municipal Code in its entirety and declaring its adoption an emergency.

**AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 2, "ADMINISTRATION AND PERSONNEL," ARTICLE I, "ELECTIONS," SECTION 2-1-20, "CANCELLATION OF ELECTION," OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO; SETTING FORTH DETAILS IN RELATION THERETO; AND, DECLARING AN EMERGENCY THEREFORE.**

**SUMMARY:** New state law addressing the time periods for election and ballot preparation prior to an election were implemented with HB 1130. Staff wishes to modify the Dillon Town Code which currently allows the Town Clerk to cancel an election nineteen days prior to the election (March 17, 2016) to 63 days prior to the election (February 2, 2016). Staff feels it is prudent to cancel the election once write-in candidate and withdrawal of nomination petition deadlines are met (February 2, 2016) rather than incurring additional election costs such as printing and mailing ballots.

Staff is requesting this Ordinance be considered an emergency due to time constraints. Emergency ordinances are adopted and immediately integrated into Town Code.

**BUDGET IMPACT:** No impact to budget.

**STAFF RECOMMENDATION:** Staff recommends approval of Emergency Ordinance 03-16, Series of 2016.

**ACTION REQUESTED:** Motion, Second and Roll Call Vote For Approval

Recommended motion language: "...move to approve Emergency Ordinance 03-16, Series of 2016,

At least five (5) affirmative votes will be required for the approval of this ordinance.

**STAFF MEMBER RESPONSIBLE:** Jo-Anne Tyson, Town Clerk

**ORDINANCE NO. 03-16**  
**Series of 2016**

**AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 2, "ADMINISTRATION AND PERSONNEL," ARTICLE I, "ELECTIONS," SECTION 2-1-20, "CANCELLATION OF ELECTION," OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO; SETTING FORTH DETAILS IN RELATION THERETO; AND, DECLARING AN EMERGENCY THEREFORE.**

**WHEREAS**, the Town Council of the Town of Dillon, Colorado, wishes to amend Chapter 2, "Administration and Personnel," Article I, "Elections," Section 2-1-20, "Cancellation of Election," of the Dillon Municipal Code of the Town of Dillon, Colorado, in order to change the time period prior to a Town election within which to cancel said election; and,

**WHEREAS**, the amendment of the Dillon Municipal Code to allow for the change of the time period prior to a Town election within which to cancel said election is required for the immediate preservation of public property, health, welfare, peace, safety, and the financial well being of the Town; and,

**WHEREAS**, the Town Council has determined that it is in the best interest of the citizens of the Town to amend the Dillon Municipal Code as set forth herein below.

**NOW, THEREFORE, BE IT ORDAINED, BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. That Chapter 2, "Administration and Personnel," Article I, "Elections," Section 2-1-20, "Cancellation of Election," sub-part (a) of the Dillon Municipal Code of the Town of Dillon, Colorado, shall be and hereby is deleted in its entirety and replace with the new Section 2-1-20 (a) to read as follows:

Sec. 2-1-20. Cancellation of election.

(a) If the only matter before the voters is the election of persons to office and if, at the close of business on the sixty-third (63<sup>rd</sup>) day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent as set forth in Section 2-1-10, the Town Clerk shall certify such fact to the Town Council; and it shall hold a meeting and by resolution may instruct the Town Clerk to cancel the election and declare the candidates elected.

Section 2-1-20 (b) shall remain unchanged.

Section 2. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 3. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 4. The Town Council herewith finds, determines and declares that this Ordinance is necessary for the immediate preservation of public property, health, welfare, peace, safety, and the financial well being of the Town.

Section 5. Reason for Emergency. The Town Municipal Code must be amended to conform to new state law addressing the time periods for election preparation and ballot preparation prior to an election, to conform the election cancellation period with such time limits and to allow for such amended Code provision to take effect in sufficient time for the Town's April, 2016 general election requirements.

Section 6. Emergency declared. For the reason stated herein, the Town Council for the Town of Dillon, Colorado hereby declares an emergency to exist concerning the subject matter of this Ordinance and its immediate effect is necessary in order to preserve public property, health, welfare, peace, safety, and the financial well being of the Town.

Section 7. The within Emergency Ordinance shall take effect as of February 2, 2016.

**INTRODUCED, READ, APPROVED AS AN EMERGENCY ORDINANCE,  
ADOPTED, AND ORDER PUBLISHED \_\_\_\_\_ THIS 2<sup>ND</sup> DAY OF  
FEBRUARY, 2016.**

**TOWN OF DILLON,  
a Colorado municipal corporation**

By: \_\_\_\_\_  
Kevin Burns, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Jo-Anne Tyson, CMC, MMC, Town Clerk

**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
February 2, 2016 COUNCIL MEETING**

**DATE:** January 28, 2016

**AGENDA ITEM NUMBER:** 9

**ACTION TO BE CONSIDERED:** Consideration of Resolution No. 12-16, Series of 2016

**SUMMARY:** Council approved Resolution No. 05-16, Series of 2016 (the “Election Resolution”), approving the ballot language for the April 5, 2016 ballot question (the “TABOR Question” at the January 5, 2016 Town Council meeting. Council has since determined that it is in the best interest of the Town to repeal Resolution No. 05-16, Series of 2016 and to not submit the TABOR Question to its voters at this time.

The ballot language from the January 5, 2016 Town Council meeting read as follows:

WITHOUT CREATING ANY NEW TAX OR INCREASING ANY TAX RATE, SHALL THE FOLLOWING CHANGES BE MADE TO THE 2008 VOTER APPROVAL OF THE 0.5% SALES TAX FOR STREET IMPROVEMENTS:

- (A) REVENUES MAY BE SPENT ON BOTH ROAD MAINTENANCE AND CONSTRUCTION, AND
- (B) THE EXPIRATION DATE OF DECEMBER 31, 2033, IS REMOVED?

Procedurally, Council must first repeal the TABOR question prior to consideration of Resolution 13-16 listed as agenda item #9 which determines the cancellation of the April 5, 2016 Town of Dillon Municipal Election.

**BUDGET IMPACT:** There is no budget impact in 2016.

**STAFF RECOMMENDATION:** The staff recommends approval of Resolution No. 12-16, Series of 2016 a resolution repealing a TABOR election on April 5, 2016, and setting forth other details relating thereto.

**This resolution requires affirmative vote of a majority of the Council Members present.**

**DEPARTMENT HEAD REPOSIBLE:** Tom Breslin

**RESOLUTION NO. 12-16**  
**Series of 2016**

**A RESOLUTION OF THE TOWN OF DILLON REPEALING A TABOR  
ELECTION ON APRIL 5, 2016, AND SETTING FORTH OTHER DETAILS  
RELATING THERETO.**

**WHEREAS**, the Town of Dillon (the “Town”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the Town; and

**WHEREAS**, the members of the Town Council of Town of Dillon (the “Council”) have been duly elected and qualified; and

**WHEREAS**, the Council approved Resolution No. 05-16, Series of 2016 (the “Election Resolution”), approving the ballot language for the April 5, 2016 ballot question (the “TABOR Question”); and

**WHEREAS**, the Council has determined that it is in the best interest of the Town to repeal Resolution No. 05-16, Series of 2016 and to not submit the TABOR Question to its voters at this time.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. The Election resolution is hereby repealed and is of no force or effect.

Section 3. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 4. The effective date of this resolution shall be immediately upon adoption.

**APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF FEBRUARY 2016, BY THE  
TOWN COUNCIL FOR THE TOWN OF DILLON, COLORADO**

TOWN OF DILLON, COLORADO

By: \_\_\_\_\_  
Kevin Burns, Mayor

( S E A L )

ATTEST:

By: \_\_\_\_\_  
Jo-Anne Tyson, Town Clerk CMC/MMC



**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
February 2, 2016 COUNCIL MEETING**

**DATE:** January 28, 2016

**AGENDA ITEM NUMBER:** 10

**ACTION TO BE CONSIDERED:** Consideration of Resolution No. 13-16, Series of 2016

**SUMMARY:** On December 1, 2015, Town Council approved Resolution No. 45-15, Series of 2015 which directed the Town Clerk to conduct a regular municipal election on Tuesday, April 5, 2016 as a mail ballot election and appointed the Town Clerk as the Designated Election Official for said election. Title 31, Article 10, known as the Colorado Municipal Election Code of 1965 and Section 2-1-20(a), of the Dillon Municipal Code authorizes the Designated Election Officer (DEO) that in such case that no more candidates than offices to be filled at such election, including candidates filing affidavits of intent is met, the Town Council shall hold a meeting and by resolution may instruct the DEO to cancel the election and declare the candidates elected. Further, Dillon Municipal Code Section 2-1-20(b) states that notice of such cancellation shall be published, if possible, and notice of such cancellation shall be posted at each polling place and in not less than one (1) other public place.

Having not received more candidates or candidates filing affidavits of intent prior to the prescribed deadline, the DEO recommends cancellation of the April 5, 2016 Town of Dillon Municipal Election.

Approval of this resolution, in accordance with C.R.S. 31-10-507 and the Dillon Municipal Code Section 2-1-20, declares candidate Bradford L. Bailey elected as a Town Council Member who shall serve a four year term commencing upon his swearing in at the April 19, 2016 Town Council meeting.

**BUDGET IMPACT:** Cancellation of the 2016 Municipal Election will result in an approximate savings to the 2016 Budget election line item (10424000) of \$10,000.00.

**STAFF RECOMMENDATION:** The staff recommends approval of Resolution No. 13-16, Series of 2016 a resolution declaring the cancellation of the regular municipal election and determining the terms of the Town Council for the Town of Dillon.

**This resolution requires affirmative vote of a majority of the Council Members present.**

**STAFF RESPONSIBLE:** Jo-Anne Tyson

**RESOLUTION NO. 13-16**  
**Series of 2016**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF  
DILLON, COLORADO, DECLARING THE CANCELLATION OF  
THE REGULAR MUNICIPAL ELECTION AND DETERMINING  
THE TERMS OF THE TOWN COUNCIL FOR THE TOWN OF  
DILLON.**

**WHEREAS**, Section 4-1, “Colorado Municipal Election Laws Adopted” of the Town of Dillon Home Rule Charter provides that town elections shall be governed by the state statutes contained in the Colorado Municipal Election Code; and

**WHEREAS**, Section 2-1-20(a), of the Dillon Municipal Code authorizes the Town Clerk, acting as the Designated Election Officer (DEO) that in such case that no more candidates than offices to be filled at such election, including candidates filing affidavits of intent is met, the Town Council shall hold a meeting and by resolution may instruct the Town Clerk to cancel the election and declare the candidates elected; and

**WHEREAS**, the Designated Election Officer did not receive more candidate nomination petitions by the prescribed deadline than offices to be filled at the April 5, 2016 election as outlined in Title 31, Article 10, known as the Colorado Municipal Election Code of 1965 and Section 2-1-20(a) of the Dillon Municipal Code; and

**WHEREAS**, the Designated Election Office did not receive affidavits of intent for write in candidates by the prescribed deadline as outlined in Title 31, Article 10 and Section 2-1-10 of the Dillon Municipal Code; and

**WHEREAS**, in accordance with the provisions of CRS Title 31, Article 10 and Town of Dillon Code Section 2-1-20, the Town Council of the Town of Dillon hereby desires to cancel the regular municipal election scheduled for April 5, 2016; and

**WHEREAS**, Section 2-1-20(b) of the Dillon Municipal Code states that notice of such cancellation shall be published, if possible, and notice of such cancellation shall be posted at each polling place and in not less than one (1) other public place; and

**WHEREAS**, Council hereby directs the Designated Election Office to post the cancellation of the April 5, 2016 Town of Dillon Municipal Election as outlined in Section 2-1-20(b).

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. That the election scheduled for April 5, 2016 shall be canceled, as of February 2, 2016, 65 days before the scheduled election as no more candidates than offices to be filled were obtained nor affidavits of intent filed by the prescribed deadline.

Section 2. In accordance with C.R.S. 31-10-507 and the Charter of the Town of Dillon, Colorado, the Town Council of the Town of Dillon declares candidate Bradford L. Bailey elected as a Town Council Member who shall serve a four year term commencing upon his swearing in at the first regular or special Town Council meeting held following the April 5, 2016 general election date.

Section 3. The Designated Election Officer shall publish notice of such cancellation and shall post notice of such cancellation at the Town of Dillon Post Office and Town of Dillon Town Hall pursuant to Section 2-1-20(b) of the Dillon Municipal Code.

**APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF FEBRUARY, 2016 BY THE TOWN COUNCIL FOR THE TOWN OF DILLON, COLORADO.**

**TOWN OF DILLON  
a Colorado municipal corporation**

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

By: \_\_\_\_\_  
Jo-Anne Tyson, CMC/MMC, Town Clerk

**Town of Dillon**  
**Contracts/License Agreements/Leases**  
**Signed by Town Manager**  
**All contracts listed below are included in the 2016 budget.**  
**January 1 – January 31, 2016**

Champion Fence	Guardrail Replacements	\$7,450

**Town of Dillon**  
**Liquor Licenses Approved by Town Clerk**  
**January 31, 2016**

Retail Marijuana Store License Renewal	Alpenglow Botanicals	Annual Renewal
Liquor License Renewal Hotel & Restaurant	Nozawa Teppanyaki	Annual Renewal
Liquor License Renewal Hotel & Restaurant	Lake Dillon Tavern	Annual Renewal
Liquor License Renewal Hotel & Restaurant	Qdoba Restaurant Corporation	Annual Renewal & Change of Manager
Liquor License Renewal Hotel & Restaurant	Dpierce Foods Inc. Db: Arapahoe Café	Annual Renewal & Change of Manager