



TOWN OF
BRECKENRIDGE

Planning Commission Meeting Agenda

Tuesday, June 19, 2018, 5:30 PM

Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

5:30pm - Call to Order of the June 19, 2018 Planning Commission Meeting; 5:30pm Roll Call

Location Map 2

Approval of Minutes 3

Approval of Agenda

5:35pm - Public Comment On Historic Preservation Issues (Non-Agenda Items ONLY; 3-Minute Limit Please)

5:40pm - Preliminary Hearings

1. Denison Apartments (CK), PL-2018-0206, 1910 Airport Road 11

6:10pm - Other Matters

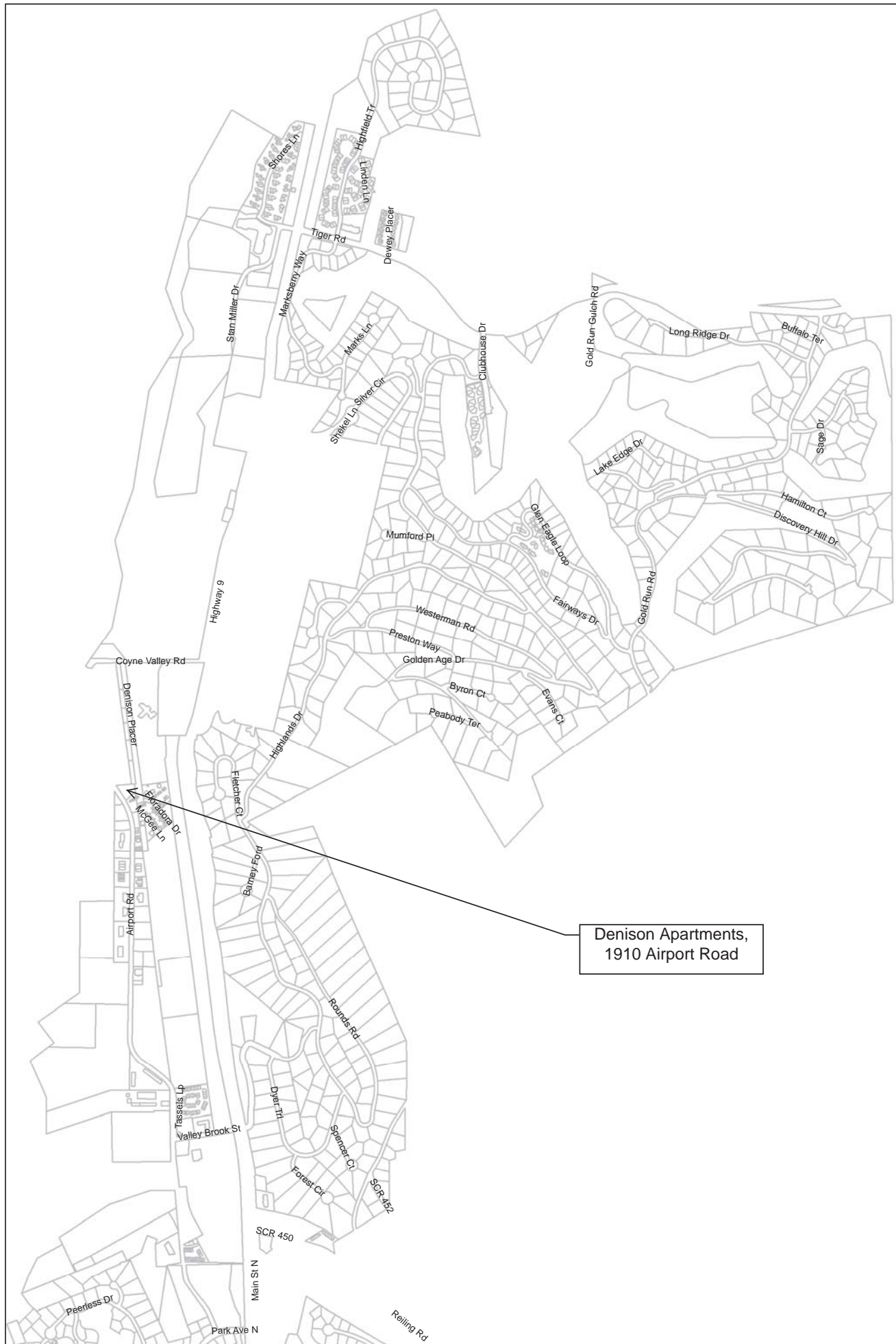
1. Resolution Amending the Planning Commission Rules of Procedure 52

2. Town Council Summary (Memo Only) 56

6:30pm - Adjournment

For further information, please contact the Planning Department at (970) 453-3160.

The indicated times are intended only to be used as guides. The order of the projects, as well as the length of the discussion for each project, is at the discretion of the Commission. We advise you to be present at the beginning of the meeting regardless of the estimated times.



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Mathews-Leidal.

ROLL CALL

Christie Mathews-Leidal	Jim Lamb - absent	Ron Schuman
Mike Giller	Steve Gerard	
Dan Schroder	Gretchen Dudney	

APPROVAL OF MINUTES

With the below changes, the May 15, 2018 Planning Commission Minutes were approved.

Page 4 “should not receive positive point” should read, “should not receive positive points for foundation since it is required with reclassification”.

APPROVAL OF AGENDA

With no changes, the June 4, 2018 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Comment

WORK SESSIONS:

1. Block 11 Future Development

A Work Session to get the Planning Commission’s input on a proposal to construct 96 workforce rental apartment units in ten buildings, and a neighborhood community center including lease office and associated parking on approximately 5.2 acres south of the Blue 52 neighborhood of the Block 11 parcel with access from Flora Dora for a Drive. In addition, Flora Dora Drive is proposed to be extended through the development. Ms. Laurie Best, Senior Planner presented the background of the Block 11 development site and housing needs of the community.

Lindsay Newman, Norris Design presented: The Block 11 apartment homes will have their own style but will be compatible with Blue 52. Road layout and pedestrian walkability was a focus of the design. There will be a community center. When considering walkability we looked at existing bus stops and additional bus stops. We are focused on providing pedestrian routes and they will be planned appropriately. We looked for opportunities to connect to the river, bridges, and parks. The river front park is adjacent to Blue 52 and we want to provide a path to it. Safe routes to school is also a priority. Our goal is to keep pedestrians and vehicles separate and make it a straight, direct route to school.

Chad Holtzinger, Shopworks Architecture presented: Some of our priorities for this project in addition to affordable housing was screening parking and achieving walkability. It is a mixed community of unit types sprinkled throughout the site. The design was driven by constructability and budget but also to achieve architectural character and scale. We will use the community center as an appealing entrance to the development. We will be using open front stoops and decks to reduce mass. The connection from internal pocket type parks through to the river and a community courtyard are important. Parking currently is at 165 spots, which exceeds the requirements. 70 spaces are covered parking in carports. The A building type uses roof eaves and dormers to break up the mass. The patios add a nice affect. The gable dormer and cascades softens the edges. The rear elevation has an open walkway. We are still talking about open vs. covered. The material pallet is a mixture of siding materials. We are trying to stick with the Breckenridge Vernacular. I think the scale is good and in proportion. We are using big windows in the living areas to improve livability. Building B is similar but a bit different and has a color scheme of its own. The C and D buildings are three stories. We are using the staircase to erode the height of the building. The stoops make a rich ground plain environment. The grade plain will add

to the richness as well. This drawing gives you a sense of an enclosed rear entrance. We did mock up a full enclosure but it looked big and bulky and didn't fit. The two stories will modulate the Blue 52 units. The community building is a special site that will be visible from the highway. We are thinking it will be a one story building with a community room and property management offices.

Ms. Puester presented the point analysis and questions to the Commission. This project is well below the density and mass allowed on the site-10.4 UPA proposed with up to 20 UPA allowed. Staff is supportive of the design and would like to point out that the buildings along the roadway are 2 stories and provide a comfortable pedestrian level interaction and eyes on the street in relation to the sidewalk. It's a continuation of Blue 52 in that way with a more pedestrian scale-2 stories along the right of way and the larger three storey building in the center with plenty of open space. Staff concerned about the livability of the open staircases on the 3 story buildings. The rear elevations are less detailed but face the parking areas, some which will have some visibility from the street. We have the following questions for the Commission:

1. Are there any Commissioner comments regarding the architecture, site layout, or access/circulation?
2. Does the Commission have any comments on the number of parking spaces provided or layout of the parking areas?
3. Does the Commission find that the ridgeline break shown meets the intent of this policy and does not warrant any negative points under Policy 6/R?
4. Is the Commission comfortable with the design of the external stairways in Building C?
5. Does the Commission support the preliminary point analysis?

Commission Questions / Comments:

Ms. Leidal: Can you review the exterior material proposed? Is there wood trim around all the windows? (Mr. Holtzinger: The redish color on the elevations represents corrugated metal siding. Blue is cement board and batten. Fascia elements, trim, and posts are made out of natural wood.) Is there wood trim around the cementitious siding? (Mr. Holtzinger: Correct. Although, the metal has metal trim as wood trim against metal doesn't work well. We are trying to employ devices to break the scale and move the eye around a bit.) Is that subfacia? (Mr. Holtzinger: Yes.)

Mr. Schuman: Is the cold roof proposed to accommodate the steep pitch? (Mr. Holtzinger: Yes. Also to help with snow load and ice. We hope to not have any gutters on the building.) Where is the corrugated metal being used? 25% is a lot. (Mr. Holtzinger: The big red forms shown on the elevations of all the building. There are also some three story elements that use metal but also at the grade plane.)

Mr. Giller: What type of corrugated metal will you use? (Mr. Holtzinger: Rusty tin corrugation.)

Ms. Leidal: What material is the railing? (Mr. Holtzinger: It is made out of metal. Also thinking of using different panels that are somewhat transparent like perforated metal which will screen items on decks.)

Mr. Giller: In regards to the pallet and pictures, is there anything that you do or don't like about that? (Mr. Holtzinger: Single loaded architecture is good on a project like this. Double loaded doesn't fit with a residential neighborhood community well. Using roof lines, balconies, and stoops to break the mass is something I like.) We have seen a project similar- Burling Game in Aspen. They had problems with storage and clutter being outside when we were there. These look better than that. People need a place to put their stuff. Be mindful of that. (Mr. Holtzinger: Worked on some of the Burling Game buildings. In this development each unit has a storage locker available on the porch and on their parking spot.) The overall mass is well conceived, the row of parking on the west side is smart. All the parking goes out two exits. Could you add a third exit right onto Flora Dora there on the western property line to avoid the cars driving past all the units? (Mr. Holtzinger: We started with that plan but public works opted against it because of the curb and pedestrian/auto safety issues. We can ask again and

- see how strong that answer was.)
- Mr. Schuman: Do you lose space using the angle grid of the site layout? (Ms. Newman: We looked at a straight grid and we didn't lose any space with the angled.)
- Ms. Dudney: What is the parking ratio at Blue 52 and how is it working? (Ms. Puester: 2 per unit.) (Ms. Best: Denison Commons is 1.5 per unit. Denison Commons is a closer comparable and it has a similar ratio with 1 bedrooms.) What is the parking reality there? (Eric Komppa, Corum, owner's rep: Parking is full in the mornings and the evenings. Sometimes we do see parking in the dirt lot to the north of the site but never sure whose cars those are.) (Ms. Best: 1.46 at Pinewood II seems to work very well.) So that's our answer.

Public Comments:

Lee Edwards, 1800 Airport Road: There is a need for additional parking for our commercial uses adjacent to this site. What will happen is the commercial uses will use the residential spaces here and cause a problem. You could provide additional parking here for the commercial uses, we know we need it. It is all leveled now and I hope it won't end up that way. There should be some undulation on the property. What is the distance between the parking on the west and on the adjacent commercial property dumpster? (Mr. Holtzinger: It is carport parking on the west near the dumpster with storage in the rear of it so there will not be any snow storage near it). I guess the commercial uses won't use the parking since they will be in carports. Who will use the community center? Is it specific to these 96 units? (Ms. Leidal: Yes staff is saying.) What would happen if you introduced the river corridor into the new proposal? What is this parking for? (Ms. Puester: For the River Park and trail users, it is not proposed with this project but the park.) I am discouraged we put this much asphalt in this development. Leave some gravel parking for now. Don't over build for something we might not need down the road.

Commission Questions / Comments:

- Mr. Giller: This is a smart design and compliant. I encourage you to consider solid railings and storage to hide people's stuff. Lee's comment about space for another river front park is nice. I like the double vertical hung windows rather than square windows. I support 168 spaces, ok with parking as proposed. #3 I support staff, ridgeline will be negative one point. #4 I think there should be enclosed stairs which are safer, more pleasant and could be designed well. #5 I support.
- Mr. Schroder: It is a good design and I like the off angle layout. I like that the massing is broken up and the use of natural light were possible. Open stairs are not a great deterrent; it gives it less mass. Just be sure to consider the stair placement and where snow will drift and whether it should be enclosed or not. Access and circulation looks good. I like that Flora Dora wraps the site. Looks like you could get speed going around Flora Dora into fraction. Please consider that. (Ms. Puester: We are looking at traffic slowing options for safety with a traffic engineering firm.) For parking you will need 1.5 per code which you have, I'm ok. #5 I support points analysis.
- Mr. Gerard: As far as access and circulation, I am concerned about the west parking lot and circulating past three buildings with kids in the area. I'd rather have cars dump onto Flora Dora from there. I would like to see you revisit how to exit the parking lot. #2 meets parking code. #3 ridgeline proposal does not break up the ridgeline so I would add the negative one point as staff suggests. I am comfortable with the external stairs. I support points with the addition of -1.
- Ms. Dudney: I think you have done a great job on circulation. I am OK with the parking spaces. #3 I am ok with staff's direction. I do prefer the external stairway with metal stairs but please pay attention to the blowing snow and safety. I agree with the point analysis.
- Mr. Schuman: I like the steep roof slopes and cold roof system but you will still end up needing gutters in some places. I like the circulation with incorporating speed bumps internally. Parking I am ok with. There is merit to leaving some areas gravel perhaps. Ridgeline break you should get -1 for that. I like open stairways. To accept the negative point for removing corrugated metal

doesn't seem warranted at this point.

Ms. Leidal: I like building layout. There is not enough break in the roofline and negative points are warranted. I do like the porch. The back (rear elevation) will be seen from various locations and could use more work to break that up more, maybe longer windows would help which has been mentioned. I like the two story buildings. Three stories feel quite tall but they meet the requirements. Stairs should be enclosed for weather and safety. Yes, it will add to the mass but safety is more important. I agree with points analysis with the -1 point on the ridgeline.

2. Cultural Resource Surveys – Carl McWilliams

Mr. Carl McWilliams, of Cultural Resource Historians, gave a presentation on recently completed Cultural Resource Surveys of historic properties which was a grant from the State administered by the Breckenridge Heritage Alliance on behalf of the Town.

Mr. McWilliams presented: I have been involved in most of the previous surveys. My business is Cultural Resource Historians. I graduated from CSU. Worked various consulting positions before starting my own business. I have experience working on historic districts in several Colorado mountain towns. I surveyed 35 properties and 53 buildings. It was a mix of new properties and properties not surveyed originally. 21 had been previously surveyed but have had changes since then. The project was funded by a State grant and managed by the Heritage Alliance. I look at each building and write an architectural description. I do an archival history and a physical history. Also, what I call the people history describing who lived there and the buildings uses. I evaluate for national register eligibility and for the state register, if it is contributing or non-contributing, and for local landmarking eligibility. Some additions and alterations have changed their evaluation for contributing to noncontributing. Eligibility is based on significance, (history, person, architecture, potential to yield historic information) and integrity (location, setting, design, material, workmanship, feeling, association) not all have to apply to meet integrity eligibility. I will go through a few resource survey highlights. The Gaymon house was evaluated as national registry eligible. Robert Whyte house is eligible for state registry. The vibe in the Arts District was fantastic and impressive. The Whitehead building is contributing and eligible for landmarking. Blue Front Bakery is eligible for state registry and landmark eligible. The building had been altered but the restoration lead to its eligibility. Noncontributing buildings include the Randall Barn in the Arts District. The false front façade is not within standards and created a false since of history. The Spencer House is noncontributing after the remodel, they removed the bay window and added metal siding. The bay window was a very important part of the architecture and was removed. The massing of the addition is overwhelming. The Newton House was restored and became noncontributing mainly due to the excessive scale and height. The connecting element is recessed but only for a short distance. The addition is highly visible. The overall pattern I observed was a wonderful job of restoring the historic building but then adding the oversized addition. Breckenridge makes its own opinion about what is contributing and doesn't have to agree with the states results. I did some survey work in Telluride which has similar issues with property values and development pressure. I found in Telluride there were a lot of differences between the state and town opinions as well. To change the building status is a formal process and this is certainly not an official change in status. These surveys do not change anything formally in the Town.

Commission Questions / Comments:

Mr. Schuman: At what point would there be degradation far enough to recertify? (Mr. McWilliams: I don't know who would want to entertain that reevaluation. I don't think the state would have any interest in doing that. I have only seen it happen when the building has burned down. The national park service will do an analysis for National Landmark Districts, and the park service might step in for those districts.

Ms. Leidal: Did you discuss these changes with anyone at the state? (Mr. McWilliams: Yes. I make and submit a statement to the heritage alliance and to the state. I knew the state would think some of the properties should become noncontributing but I argued for them to be contributing. The state makes the decision as a team and makes the final decision on the eligibility. There is

always a group of buildings on the fence and the process vests the final conclusion in the state. The city has the right to have their own opinion.

Ms. Dudney: Are the property owners aware of the project? (Mr. McWilliams: They were and they will get the results). If a property was landmarked and then became non-contributing there is no effect on the property? (Mr. Grosshuesch: Yes.)

PRELIMINARY HEARINGS:

1. Yankee Peddler Building Change of Use and Remodel (CL), 400 S. Main Street, PL-2018-0099

Mr. LaChance presented a proposal to change the use of the building from commercial retail to commercial restaurant and to make exterior changes including adding a door and stair to the upper floor, modifying the existing roof, modifying the front door threshold, expanding the brick patio, adding a new walkway and landscaping, and remodeling the interior. There is no additional density proposed with the application.

Commission Questions / Comments:

Mr. Giller: Can you speak to the railing of the new stairway? (Mr. LaChance: I believe both the tread and railings are proposed to be painted black. There is a new proposed color scheme in your packet.)

Ms. Leidal: Did staff have concerns with the pavers in the front? It doesn't look like the minimum 40% soft surface requirement has been met. (Mr. LaChance: Currently we are stating in the staff report that the site does not appear to be compliant, and that we need those site calculations to be specified prior to Final Hearing.)

Matt Stais, Architect, Presented:

BGM LLC. owns the Canteen and Robbie's Tavern. They have been around for 20-25 years but they are getting an education on how the planning process works. They thank you for that. The context and landscaping is very important. Our original plan was to do as little as possible but bring it to code. I believe the pavers, concrete curb, and metal railing were put in by the town when they heated the sidewalk to match what was there. Maybe the pavers were for a vendor cart. The front yard is very small. Can we make it like RMU? We need to look to the guidelines for the small front yard. The side yard may be equivalent to a pocket park. We love the cottonwoods and want to keep them. How do we augment them without ruining them? What can we plant that won't compromise the cottonwoods? We are trying to find ways to find positive points for landscaping. We are asking the commission for ideas or suggestions on what would work within the code. The egress stair is required from the second floor. The metal railings are to be flat black to make them disappear. The gable is required because we need to fit a taller door there per code. We would remove a non-historic window and bring back the original siding. We need a few more points somewhere and looking at energy conservation. That seems to be an uphill battle. I hope we can get points from landscaping. Looking forward to your input and continuing the discussion.

Commission Questions / Comments:

Mr. Schuman: Do all 4 sides have metal siding? (Mr. Stais: Yes.)

Ms. Dudney: Policy 236, does that apply to new construction? Will it apply to this project? (Mr. Giller: The alteration pushed the bay window into the front yard so they lost a lot of the front yard.) (Ms. Leidal: You always want to bring the building into compliance.) (Mr. Schuman: 236 pertains to existing and the new development.) (Mr. Stais: There wasn't much of a yard to begin with. The front steps are strange. The answer may be to lower landscaping along the front and separating the front yard.)

Mr. Schuman: Did the town put the retaining wall there? (Mr. Grosshuesch: We did not put the wall in and the pavers were put in by the vendor cart. We didn't heat the Main Street part of the sidewalk.)

Mr. Schroder: I think staff is being generous saying 50% needs to be retained. The policy uses the wording predominantly. Maybe Matt has it right.

- Ms. Leidal: What is the design of the upstairs door? (Mr. Stais: They will match the other doors.)
Ms. Dudney: Where will the ADA ramp be? (Mr. Stais: The current ramp is on the north side.)
Mr. Schroder: Does it need the upstairs to be viable? (Mr. Stais: Oh yes.)

Public Comment

George Ulrich, 412 S. Main: I have neighbor concerns. I lived there during the vendor cart years and they put in the pavers. The side yard is adjacent to where I live and that is where we walk to go to our property. If there is a patio I am concerned about noise and smoking because that is a very tight space.

Mark Gossman, 105 Jefferson: The current use of my property is an office building. We got approval to convert the upstairs to an apartment. I have the same concerns as Mr. Ulrich with noise and space. I am concerned with the back of house operations. We have a nice façade now and to put a restaurant there will add a lot of issues. I don't believe there is much screening available because of the sewer easement. That is a huge concern in degrading the look of my building. Noise from the patio is a deep concern because of lack of space.

Commission Questions / Comments:

- Ms. Dudney: I don't see that we have any option in change of use because it is allowed. Commercial is the primary use and residential is secondary. (Mr. Schroder: The commercial would take precedence over residential.)
- Mr. Giller: Safety trumps historic preservation on the egress gable. The design of the proposed railings should be changed to be more compatible.
- Mr. Schroder: We need to agree on the roof and egress before we can accept the change of use. Supportive of the gable roof addition.
- Mr. Giller: We always try to solve non-conforming issues. I would like to see the non-conforming front façade addition removed.
- Ms. Dudney: Can you get rid of the bay window? (Mr. Schroder: That would get them a lot of points.)
- Mr. Giller: I don't think removing the siding comes close to the precedent provided in our packet regarding restoring the front façade.
- Mr. Schuman: It would be interesting to see a report on energy conservation from a licensed engineer.
- Mr. Giller: Maybe you have a reference case just like HERS ratings on residential. (Ms. Puester: They are using a percentage above what they currently have. The engineer will do a current assessment.)
- Mr. Giller: Question #1: Ok.
Question #2: Need to differentiate the front and side yard.
Question #3: Egress change is OK.
Question #4: I need to understand the energy conservation points. I agree with preliminary point analysis, pending the side yard and energy conservation issues.
- Mr. Schroder: Question #1: Ok.
Question #2: need to get to 50% of green space for front and side. Pavers should go.
Question #3: I support modifying the roof
Question #4: As presented, I support points analysis.
- Mr. Gerard: Terrific example of a four square. If there was some way to peel the bay windows off I would.
Question #1: Change of use qualifies.
Question #2: No way around the front yard side yard issue. There will be a lot of conflict with neighbors from the patio. Owners should be sensitive to that.
Question #3: Safety trumps design. Fortunately, it will be in the back of the building. Overall it is a tough fit but I would love to see it work.
Question #4: I agree with points analysis, pending issues resolved.
- Ms. Dudney: I agree with my fellow commissioners. If you didn't need the second floor you might not need to go through the commission at all.
Question #1: allowed. need 40% on both.
Question #2: agree

- Question #3: the roof is allowed.
Question #4: Agree with points analysis. Urge owners to be sensitive to the neighbors.
- Mr. Schuman: Question #1: Agree
Question #2: Agree. I ask that you listen to the neighbors. Landscaping with hedges and bushes might help buffer the noise.
Question #3: Support. It is in the back corner and not that big of a deal.
Question #4: I support point analysis as is but I am concerned about the wood siding and if it is in bad shape you will be replacing most of it.
- Ms. Leidal: Question #1: I support
Question #2: This is not meeting policy 236 or 15.
Question #3: I am OK with egress changes.
Question #4: I agree pending more information. Please don't forget snow storage for the patio. I would like to see the egress railings be wood. Metal is too contrasting.

COMBINED HEARINGS:

Cucumber Creek Estates Subdivision (JL), PL-2018-0128

Mr. Lott presented a proposal to subdivide a 9.24 acre parcel into six tracts of land. The subdivision is based on a Master Plan that was approved in 2016 for 23 residential units.

Mr. Schuman: Is the note referring to the new tract A or the old tract A? (Mr. Lott: It is the new tract A.)

Tom Begley Presented:

We are essentially following the 2016 Master Plan. It is unusual to have this much direction from the Master Plan. Tim has been a great steward of the land allowing the Nordic Center to lease the land. We are proposing that all the trails be formalized with easements. We will be adding in one trail as a connector. We will abandon the trail section that has a trail adjacent to it as you saw on our site visit. We will do some drainage work in that area. The only thing we can't accommodate is the larger landscaped cul-de-sac, to increase it would almost double the size of the current. I feel we meet the Master Plan.

Tim Casey Presented:

We have owned this property for 30 years and this is the last piece. It has been a privilege to give the land to the town and help preserve the gulch. We will continue to allow recreational use. Tom is buying this property in phases. In 2016 we did a lot of adjustments to get us to this Master Plan. The trails are an asset and benefit which is why we created the connector trail. It allows the Nordic Center to make a loop without crossing the road. Thank you for your consideration.

Commission Questions / Comments:

- Mr. Giller: I believe we should add a condition.
- Mr. Gerard: I would like to add a condition "The Town and Developer will agree on all final trail easements and locations."
- Ms. Dudney: Because of the good will of the developer for so long I don't think we need to add the condition.
- Mr. Gerard: They have been terrific. But if we get a recorded tract and the trail in use meanders through the tract someone could close off that trail with a fence. If the town sat down with a satellite picture they could specify where the trail is. The ones that would be maintained should be shown. Concern about tree removal for a trail in the tract closest to the Gulch.
- Ms. Leidal: My concern is why have a new trail when there is an existing trail on town property. I would support a condition deleting that public trail in the effort to preserve trees here. (Mr. Begley: All the trails we are talking about are on town property. We are willing to dedicate the easements that the trails will remain there. (Mr. Truckey: The simple way to solve this is to

remove the trail easement facing cucumber gulch.) (Stave West: The trail easement is to the town and the town will decide if they change the trail. The drainage easement needs to stay on.)

Mr. Giller: Is it totally up to the town what to do with the trail. (Mr. Begley: Yes.)

Mr. Giller made a motion to approve, seconded by Mr. Schuman. The motion passed unanimously.

OTHER MATTERS:

1. Town Council Summary: No questions.

ADJOURNMENT:

The meeting was adjourned at 9:00 pm.

Christie Mathews-Leidal, Chair

Planning Commission Staff Report

Subject: Denison Apartments
(Class A Development, Preliminary Hearing; PL-2018-0206)

Proposal: A proposal to construct two apartment buildings with 16, one-bedroom and 16 two- bedroom apartments totaling 26,632 sq. ft. The buildings are sited on 1.2742 acres and will feature 16 deed restricted employee apartments and 16 market rate apartments that have a short-term rental restriction.

Date: June 11, 2018 (For meeting of June 19, 2018)

Project Manager: Chris Kulick, AICP, Planner III

Applicant: Mark and Kenny Thaemert

Owners: Mark Thaemert (Lot 2B)
Town of Breckenridge (Lot 1)

Agent: Michael Shult, Architect

Address: 1910 Denison Placer Road

Legal Description: Lot 2B, Block 10, Breckenridge Airport Subdivision, Lot 1, Denison Placer Subdivision (formerly a portion of Block 10, Breckenridge Airport Subdivision) and Tract E, Runway Subdivision (formerly a portion of Block 11, Breckenridge Airport Subdivision)

Site Area:

Total Site Area:	1.2742 acres (55,478 sq. ft.)
Lot 2B:	0.7700 acres (33,542 sq. ft.)
Lot 1: (Block 10 Portion)	0.3925 acres (17,097 sq. ft.)
Lot 1: (Block 11 Portion)	0.1110 acres (4,839 sq. ft.)

Land Use District: 31: Commercial, Industrial, Public Open Space, Public Facilities (including, without limitation, Public Schools and Public Colleges), child care facilities, and surface parking. Employee housing is an allowed use but is only encouraged on Block 11 of the Breckenridge Airport Subdivision (aka Runway Subdivision)

Lots 2B & Lot 1: (Block 10 Portion) - 1:4 F.A.R.
Lot 1: (Block 11 Portion) – 20 UPA for Employee Housing with a 1:4 density transfer.

Site Conditions: The site has no vegetation and is covered in dredge rock tailings and a paved Town-controlled parking lot. The property has undergone some utility installations as approved under the 2016 Denison Placer Phase 1 &2 development permit. Airport Road runs along the western property lines of the site, with Floradora Drive to the South and Denison Placer Road to the East. There is a 10-foot snow stack easement along Airport Road, a 5’ snow stack easement along

Floradora Drive, and a 15-foot drainage easement along the southern and eastern property lines.

Adjacent Uses:
North: Continental Court (service commercial)
South: Flora Dora Drive, Blue 52, Rock Pile Ranch (employee housing, commercial)
East: Denison Placer Road (employee housing- DP2)
West: Airport Road, Breckenridge Distillery (commercial)

Density:
Allowed under Development Agreement: 24,000 sq. ft.*
Allowed by LUGs: 15,324 sq. ft.
Lot 2B & Lot 1: (Block 10 Portion) 12,660 sq. ft.
Lot 1: (Block 11 Portion) 2,664 sq. ft.

(*Per Development Agreement, the Town will transfer density for Employee Housing at a 1:4 ratio for the density overage beyond 12,660 sq. ft.)

Proposed Total Density: 23,780 sq. ft.
Proposed Market Rate Density: 11,890 sq. ft.
Proposed Employee Housing Density: 11,890 sq. ft.

Adjusted Density: 22,591 sq. ft.*
(*10% exclusion for employee housing)

Maximum allowed under LUGs: All property located within the Breckenridge Airport Subdivision PUD and formerly in the Breckenridge Airport Subdivision, except Block 11, shall have a density (FAR) of 1:4 (Lots 2B & Lot 1, Block 10 Portion).

Employee housing is allowed a maximum density of 20 UPA on parcels that were formerly part of Block 11 if density is transferred to the site at a rate of 1 transferred SFE for every 4 SFEs approved (Lot 1, Block 11 Portion).

Mass:
Allowed under Development Agreement: 27,000 sq. ft.*
Allowed under LUGs: 15,828 sq. ft.
Lot 2B & Lot 1: (Block 10 Portion) 12,660 sq. ft.
Lot 1: (Block 11 Portion) 3,168 sq. ft.*

(*The Town will transfer density for Employee Housing at a 1:2 ratio for the density overage beyond 12,660 sq. ft. based on Town Council direction)

Proposed mass: 26,632 sq. ft.

Adjusted Mass: 25,300 sq. ft.
(*10% exclusion for employee housing)

Height: Recommended: - 35' from finished grade per Development Agreement (to the parapet on flat roofs)

Proposed: 34.25' to parapet

Lot Coverage:	Building / non-Permeable:	10,462 sq. ft. (19% of site)
	Hard Surface / non-Permeable:	18,237 sq. ft. (33% of site)
	Open Space / Permeable Area:	26,779 sq. ft. (48% of site)

Parking:	Required:	
	Multi-Family (1.5 spaces per dwelling unit):	48 spaces
	Proposed:	56 spaces

Snow Storage:	Required:	4,559 sq. ft. (25%)
	Proposed:	4,963 sq. ft. (27%)

Setbacks (Perimeter Setbacks):

Required:			
Absolute Residential:	Front:	10 ft.	
	Side:	3 ft.	
	Rear:	10 ft.	
Relative Residential:	Front:	15 ft.	
	Side:	5 ft.	
	Rear:	15 ft.	
Proposed:			
Residential:	Front:	22 ft.	
	Side:	77 ft.	

Item History

The Planning Commission approved the Denison Placer Phase 1 master plan and site plan amendment on February 21, 2017. This approval included 6 employee housing townhome units on Lot 2C, Rock Pile Ranch. The 6 units were never constructed and Lot 2C was subsequently resubdivided and is now part of Lot 1, Denison Placer Subdivision.

In March 2018, the owners of Lot 2B, the Thaemerts, approached the Town about the possibility of acquiring Lot 1 (formerly Lot 2C) to integrate into the plans they were developing for housing on the neighboring Lot 2B. The Town Council was receptive to the idea and is in the process of entering into a Development Agreement and property transfer with the Thaemerts. A First Reading of the Development Agreement Ordinance was approved on June 5, 2018 and is included in the packet.

Staff Comments

Land Use (Policies 2/A & 2/R): The project is located in the former Airport Subdivision PUD of Land Use District 31, which calls for Commercial and Industrial uses.

The applicants are proposing 16 deed restricted employee apartments and 16 market rate apartments that will have a short-term rental restriction on Lots 2B and Lot 1. Staff is recommending negative eight (-8) points under this policy based on past precedent when entirely residential uses were proposed in this area. The majority of similar past precedents were mixed use, with the exception being the Breckenridge Terrace project, and have received negative four (-4) points. The apartments will also use density from a portion of Lot 1 that was previously part of Block 11. Employee housing is allowed a maximum density

of 20 UPA on parcels that were formerly part of Block 11 if density is transferred to the site at a rate of 1 transferred SFE for every 4 SFEs approved (Tract E).

Past Precedent

1. Denison Placer Phase 1 (PL-2017-0014), February 21, 2017, 1900 Airport Road: Negative four (-4) points awarded for residential in a commercial district.
2. Summit Landscaping (PC#2000166), November 7, 2011, 1925 Airport Road: (-4) points awarded for residential in a commercial zone district.
3. Breckenridge Terrace (PC#1998415), April 21, 1998, 1300 Airport Road: (-8) points awarded for a sole residential employee housing development in a commercial district.
4. All Electric (PC#199857), May 19, 1998, 1680 Airport Road: (-4) points awarded for residential in a commercial district.
5. Avalanche Commercial and Residential Condos (PC#199845), August 18, 1998, 1705 Airport Road: (-4) points awarded for residential in a commercial district.

Staff recommends negative eight (-8) points rather than negative four (-4) because the entirety of the project is residential. However, staff notes the development is adjacent to employee housing on 2 sides, with little impact to the surrounding areas.

Density/Intensity (3/A & 3/R): The 55,478 sq. ft. site area is the combination of two lots (Lot 2B, Block 10 Breckenridge Airport Subdivision and Lot 1, Denison Placer Subdivision) is allowed up to 15,324 sq. ft. of total density under the Land Use Guidelines and a total of 24,000 sq. ft. of density per the Development Agreement. Per recent Town Council direction (which will be incorporated into code shortly), the Town will transfer density for Employee Housing at a 1:2 ratio for the density overage beyond the allowed 12,660 sq. ft. Specifically the Development Agreement states:

“2. In connection with its review of the Developer’s Class A Development Permit application as described in Section 1, the Planning Commission shall not assess any negative points under the following sections of the Town of Breckenridge “Development Code”: (a) Section 9-1-19-3R, “Policy 3 (Relative) Density/Intensity,” provided that the total density of the Developer’s project shall not exceed 24,000 square feet without the prior approval of the Town Council;”

All property located within Land Use District 31 and is part of the Breckenridge Airport Subdivision PUD or formerly part of the Breckenridge Airport Subdivision, except Block 11, shall have a density of 1:4 floor area ratio (F.A.R.). Lot 2B and the portion of Lot 1 that was formerly part of Block 10 were part of the Airport Subdivision and are 33,542 and 17,097 sq. ft. respectively, therefore they have permitted densities of 8,386 and 4,274 sq. ft. The total density for these two lots equals 12,660 sq. ft.

Employee housing is allowed a maximum density of 20 UPA on parcels that were formerly part of Block 11 if density is transferred to the site at a rate of 1 transferred SFE for every 2 SFEs approved. Part of Lot 1 was formerly part of Block 11. This 4,839 sq. ft. portion of the property is allowed up to 2,664 sq. ft. of transferred density (1,200 sq. ft. multiplier for apartments x 2.2 SFEs).

The applicants are proposing 11,890 sq. ft. of density for the employee units. Employee housing developments located out of the conservation district may exclude ten percent (10%) of their density. With this exclusion, the adjusted density for the proposed employee units is 10,701 sq. ft.

“D. Employee Housing Density Calculations:

(1) A maximum of ten percent (10%) of the density of a project which is located outside of the conservation district shall be excluded from the calculated density of the project if such density is used to construct "employee housing" as defined in section 9-1-5 of this chapter..."

The project's total adjusted density is 22,591 sq. ft. This is above the allowed density of Lots 2B and the portion of Lot 1 that was formerly part of Block 10 (12,660 sq. ft.), therefore as part of the Development agreement the Town has agreed to transfer 9,931 sq. ft. of additional density to cover the employee housing portion's overage. Staff has no concerns with the density proposed.

Mass (4/R): As noted above, the density for Lots 2B and the portion of Lot 1 that was formerly part of Block 10 is calculated off of a floor area ratio therefore, no additional mass bonus is permitted. The combined allowed mass for these two lots is 12,660 sq. ft., the same as the maximum permitted density.

"B. In a land use district where density is calculated by a floor area ratio only, residential and mixed use projects shall not be allowed additional square footage for accessory uses, and the total mass of the building shall be that allowed by the floor area ratio of the specific districts."

The portion of Lot 1 which was formerly part of Block 11, is allowed up to 3,168 sq. ft. of transferred mass (1,200 sq. ft. multiplier for townhomes = 2.2 SFEs * 20% mass bonus) for employee housing developments. This brings total permitted mass to 15,828 sq. ft.

The applicants are proposing 26,632 sq. ft. of mass for the development. As mentioned above, employee housing developments located outside of the conservation district may exclude ten percent (10%) of their density. With this exclusion, the adjusted mass for the townhomes is 25,300 sq. ft.

The project's total adjusted mass is 25,300 sq. ft. This is above the allowed mass of Lots 2B and the portion of Lot 1 that was formerly part of Block 10 (12,660 sq. ft.) but is under the 27,000 sq. ft. allowed under the Development Agreement, therefore 12,640 sq. ft. of additional density will need to be transferred to the site at a 1:2 to cover the employee housing mass overage. The Development Agreement states:

"2. In connection with its review of the Developer's Class A Development Permit application as described in Section 1, the Planning Commission shall not assess any negative points under the following sections of the Town of Breckenridge "Development Code":...(b) Section 9-1-19-4R, "Policy 4 (Relative) Mass," provided that the total mass of the Developer's project shall not exceed 27,000 square feet (including storage and circulation) without the prior approval of the Town Council;"

Staff has no concerns with the mass proposed. Again, since this is an employee housing development, the Town will transfer 5.27SFEs to cover the additional square footage needed for the employee housing portion of the project. This will be added as a condition of approval at the Final Hearing.

Architectural Compatibility (5/A & 5/R): Within Land Use District 31, there is no predominate architectural style. There has been a variety of architectural styles developed over the years to suit a diverse group of uses, ranging from industrial to residential. Per the Land Use Guidelines, contemporary architecture using natural materials is encouraged in Land Use District 31.

"Contemporary, functional architecture utilizing natural accent materials is acceptable within this district."

In addition to the recommended architectural character of Land Use District 31, Lot 1 is also subject the Block 11 Design Standards which call for architectural styles that are of the “Breckenridge Vernacular”. The Block 11 Design Guidelines state:

Architects, builders and homeowners shall be sensitive to past architectural expressions that are found in Breckenridge, where local interpretations of, styles such as Farmhouse, Mining Vernacular and Victorian have been successfully blended with local traditions and native building materials to create “Breckenridge Vernacular”. The design process should be one of emulation, tempered by modern interpretation. The architect should work with the knowledge of, and sympathy for, past architectural styles found in Breckenridge, but should also strive not to confuse the circumstances of our era with those of another.

The Block 11 Guidelines further state: *The Breckenridge Block 11/ Valleybrook Design Guideline is intended to be a discretionary document, not mandatory. The Breckenridge Block 11/ Valley Brook Design Guidelines contains Principles and Guidelines that should be considered but there is no “standard formula” for an appropriate solution.*

The design of this project is not of the typical “Breckenridge Vernacular”. The project features a contemporary design with architectural symmetry between the two buildings. The design proposes cementitious siding stained in muted, earth toned brown colors, a corrugated metal base in a weathered finish, prefinished metal fascia, steel knee braces and metal deck railings. Detailed visual perspectives have been included in the packet.

The chroma for all of the colors on each building is muted and meets Code. No more than three body colors are used per building per the policy (metal details and railings are excluded per past precedent). The color schemes have been included on the detailed visual perspectives in the packet for review.

Under Policy 5/R, negative points are warranted for use of non-natural materials exceeding twenty five percent (25%) on each elevation.

Past Precedent

1. Valley Brook Townhomes, PC#2009030. Predominate use of non-natural materials. Negative six (-6) points were awarded.
2. Valley Brook Learning Center, PC#2007107. Predominate use of non-natural materials. Negative six (-6) points were awarded.
3. CMC Site Plan, 2007, no PC#. Majority of building material is brick. Negative six (-6) points were awarded.
4. Breckenridge Golf Course Maintenance Shops Addition, PC#1999175. All metal building. Negative six (-6) points were awarded.
5. Recreation Center Expansion/Remodel and new Indoor Tennis Building, PL-2017-0004. Predominate use of non-natural materials. Negative six (-6) points were awarded.

Staff finds that the architecture complies with the intent of the Land Use Guidelines but does not adhere to the Block 11 Design Standards. Since project is not consistent with the discretionary Block 11 Design Standards nor feature any natural materials, staff recommends the maximum allowed negative points under Policy 5/R, negative six (-6) points. Does the Commission agree?

Social Community / Employee Housing (24/A & 24/R): Per this policy, any application with 9.51-100% of project density as employee housing receives positive ten positive (+10) points. This project contains 50% employee housing, which warrants the maximum positive ten (+10) points.

Furthermore, under Section B. *Community Need: Developments which address specific needs of the community which are identified in the yearly goals and objectives report are encouraged. Positive points shall be awarded under this subsection only for development activities which occur on the applicant's property.*

Past Precedent

1. Gibson Heights, PC#2001011, August 21, 2001, 122 Local's Lane: (+6) Need for affordable housing is a primary community need.
2. Valley Brook Childcare Facility, PC#2007107, August 21, 2007, 180 Valley Brook Street: (+6) Meets community need for daycare centers and nurseries.
3. McCain Solar Garden, PC#2011065, October 18, 2011, 12909 Colorado Highway 9: (+6) Use of renewable sources of energy for the community is a priority for the Town Council.
4. Pinewood Village II, PL-2014-0170 February 3, 2015, 837 Airport Road: (+6) Employee housing development is an identified 2015 goal by the Town Council.
5. Huron Landing, PL-2015-0498, January 4, 2016, 143 Huron Road: (+3) Employee housing was a stated 2015 Council goal and community need.
6. Denison Placer Phase 1 (PL-2017-0014), February 21, 2017, 1900 Airport Road: (+6) Employee housing was a stated 2017 Council goal and community need.

Affordable housing on this parcel has been identified by the Town Council in their yearly Goals and Objectives report. Staff recommends positive six (+6) points for meeting a Council goal and positive ten (+10) points for percentage of employee housing, for a total of positive sixteen (+16) points under this policy.

Landscaping (22/A & 22/R): The landscaping plan buffers the site from Airport Road, Denison Placer Road, the adjacent property to the north and establishes internal buffers between Building A and B. The proposed streetscape along Flora Dora Drive is one which can be contiguous with Block 11 and is consistent with the Vision Plan approved by Town Council in 2007. Landscape quantities and sizes are as follows:

- 27 Aspen – 1.5”-2” caliper (50% multi-stem)
- 14 Aspen – 2.5”-3” caliper (50% multi-stem)
- 16 Engelmann Spruce – 6’-7’ tall
- 7 Engelmann Spruce – 8’-12’ tall
- 35 native perennials, shrubs and grasses

A minimum of a five (5) foot buffer is required when a parking lot is adjacent to a public right of way which is being met. Additionally, 22/R (B) (2) recommends a minimum of ten (10) feet for landscape areas which is also being met. Further, 6.6% of area within internal parking areas is landscaped, exceeding the code requirement of a minimum of 6% landscape area internal to the parking lot. Staff has no concerns.

Per Policy 22/R, “(1) At least one tree a minimum of eight feet (8') in height, or three inch (3) caliper, should be planted at least every fifteen feet (15') along all public rights of way adjacent to the property to be developed.”

For the approximately 676 ft. of right of way along Airport Road, Flora Dora Drive and Denison Placer Road, forty-five (45) trees should be planted. The drawings show sixty-four (64) trees, of which thirty-five (35) trees will be planted onsite along the three roads. However, only thirty-four (34) of the total trees meet the minimum size requirements. Trees will be placed in locations which allow for town snowplow operations in or near the rights of ways. The amount of landscaping proposed does not meet the recommendations of Section B. (1.) of Policy 22/R.

Past Precedent

There is no established precedent for not meeting Section B. (1.) of Policy 22/R.

Since the 8' height minimum for evergreens and three (3") inch minimum caliper for deciduous trees is not being met for the required (45) trees, staff recommends negative two (-2) points under Policy 22/R. Does the Commission support this recommendation?

Site and Environmental Design (7/R): Lot 2B is undeveloped, has no existing vegetation and is utilized as a storage yard. Lot 1 has an existing paved Town parking lot and no existing vegetation as the development permit plans have changed from an overflow parking lot for residential units serving Denison Placer residents to employee housing units (approved in February 2017). Due to absence of vegetation on both lots, there are no significant natural features to preserve.

Policy 7/R further states, *“The town hereby finds that it is in the public interest for all sites within the community to be designed, arranged, and developed in a safe and efficient manner. **The arrangement of all functions, uses, and improvements should reflect the natural capabilities and limitations of the property.** This policy is also intended to discourage levels of development intensity that result in generally compromised site functions, buffering and aesthetics. Taking into consideration the basic character of the site and the nature of the proposed uses, the development should be visually harmonious as perceived from both the interior and exterior of the project. Platted lots with building envelopes, site disturbance envelopes, or designated building locations are still subject to the following rules and recommendations unless noted otherwise.”*

Policy 7/R (B) also encourages new developments to be adequately buffered from neighboring properties. Specifically the policy states:

*“Site Buffering: Developments **should be buffered from adjacent properties and public rights of way.** To achieve this, buildings and other development impacts should be located in a manner that allows for site buffering (existing or proposed). Buffering between the developments and neighboring properties may include, but are not limited to:*

- *Existing mature tree stands.*
- ***The physical distance from property edge to the development.***
- ***New landscaping.***
- *Landscaped berms at the property perimeter.” (emphasis added).*

The proposed design shows the parking lot is nine feet (9') north of the property line and three new aspen trees and three new spruce trees are proposed to buffer the parking lot from the adjacent property. In general, the design has abundant open space and features substantial landscaping that buffers the project well internally and as viewed from adjacent right of ways and properties. Staff has no concerns.

Placement of Structures (9/A & 9/R): According to Section 9-1-19-9 (Absolute) (2) (d), *Perimeter Boundary: The provisions of this subsection shall only apply to the perimeter boundary of any lot, tract or parcel which is being developed for attached units (such as duplexes, townhouses, multi-family, or condominium projects), or cluster single-family.*

Since this site has street frontages on three sides, staff has treated those frontages along Airport Road, Flora Dora Drive and Denison Placer Road as front yard setbacks and the remaining north frontage as a rear yard setback. Staff has no concerns with the placement of the buildings since all absolute and relative setbacks have been met.

Access / Circulation (16/A & 16/R; 17/A & 17/R): Both vehicular and pedestrian access is proposed and the site plan shows minimal areas of conflict between the two. The applicants propose one curb cut off Denison Placer Road. Four foot (4') internal walkways are proposed to connect the parking lot with the apartment buildings. Staff recommends the internal walkways be extended to connect with the sidewalks along Airport Road, Flora Dora Drive and Denison Placer Road. The proposed design does not likely warrant negative points but staff would like to the Commission comment on extending the internal walkways?

The proposed width of the driveway connection is 24', under the maximum width limit of 25'. There is an existing driveway connection across Denison Placer Road from the development's proposed driveway. That driveway is offset and not aligned with the proposed driveway. Previously, the Broken Compass Brewery was approved with a similar driveway connection placement by providing a traffic study completed by a Traffic Engineer. At preliminary design meetings with the applicants, the previous Town Engineer had stated that he would consider the proposal based on the previous approval and traffic study. This will be resolved prior to a final hearing.

Parking (18/A & 18/R): The parking for the development is proposed along the northern property boundary and adjacent to Denison Placer Road. The proposed landscaping screens the parking lots from Airport Road, Flora Dora Drive and Denison Placer Road.

The *Off Street Parking Regulations* specify requirements for the number of parking spaces to be provided for *1 bedroom and larger* residential units outside of the Parking Service Area to be *1.5 spaces per unit*. Staff has calculated the required number of parking spaces based on the number of units and has determined the following:

Total Residential (1 Bedroom and Larger) Parking

Required: 1.5 spaces per unit (32 units x 1.5): 48 spaces

The applicant proposes 56 parking spaces (54 + 2 Wheelchair Accessible), exceeding the minimum requirements. Additionally, there is a Transit stop located directly in front of the project on Flora Dora Drive. Staff does not have any concerns.

Utilities Infrastructure (26/A & 26/R; 28/A) & Drainage (27/A & 27/R): The applicant's civil engineer for the project is still finalizing the utilities and drainage plan for the project. More information will be required prior to final.

Previously, the Town and property owners struggled with significant amounts of drainage flows across Airport Road from Barton Gulch to this site. The flow had been so extreme at times that a few years ago, Airport Road was shut down due to the back-up flow from the drainage infrastructure on Lot 2B and Lot

1. To provide a long term solution to the drainage and detention issue in this general area, a 48 inch storm sewer line was approved in 2016 with the Denison Placer 1 (Blue 52) employee housing to the south, to take the area drainage from Barton Gulch, capture it and run it via the large 48 inch pipe through Lot A-1 (Blue 52) toward the river. This pipe has been installed on Lot 1 and the drainage plan for this project will need to work in sync with other drainage plans in the area to effectively mitigate run-off challenges from Barton Gulch. Due to the drainage issues associated with the site, the Town Council agreed through the Development Agreement to measure building height from existing grade for this project.

Drainage is a critical component for the development of this property staff has made the applicant's aware that prior to the Final Hearing, a drainage and utilities plan that is acceptable to the Town's Engineering Department must be submitted

Building Height (6/A & 6/R): Per the Development Agreement, the allowed building height is 35' from the finished grade due to existing flood plain issues with the natural grade described above. Specifically the Development Agreement states:

"2. In connection with its review of the Developer's Class A Development Permit application as described in Section 1, the Planning Commission shall not assess any negative points under the following sections of the Town of Breckenridge "Development Code" 1:... (c) Section 9-1-19-6R, "Policy 6 (Relative) Building Height," provided that the maximum height of the Developer's project as measured pursuant to the Development Code shall not exceed thirty five (35) feet measured from finished grade without the prior approval of the Town Council."

Measuring to the top of the parapet (because the design features a flat roof), the proposed height is 34.25' at the tallest point of the two buildings. Staff has no concerns with the proposed building height but will require a second-story plate ILC as a condition of approval at the final because both structures are within one foot (1') of the maximum permitted height.

Open Space (21/A & 21/R): For residential uses, there is a 30% open space requirement. Based on this formula 16,643 sq. ft. of open space is required. The applicants propose 26,779 sq. ft. of open space. The primary areas of open space include the center of the property and areas to the southern and western edges of the property. This application meets the open space requirement, staff has no concerns.

Transit (25/R): Prior to the transfer of Lot 1 to the applicants, the Town will place a transit shelter easement on Lot 1 directly in front of the existing bus stop on Flora Dora Drive. Since the applicants will not be constructing the shelter and the Town will be the grantor of the easement, no positive are recommended.

Refuse (15A & 15R): Refuse for the apartments will be stored in a common 8'x 12' dumpster enclosure located near the entrance of the parking lot. Staff is supportive of the refuse plan.

Storage (14/A & 14/R): Interior storage of 5% is encouraged in residential developments which equates to 1,189 sq. ft. based on 23,780 sq. ft. of habitable space. With storage needs of fulltime residents, providing storage space is an important aspect of the project. The total storage areas of the project equate to 1,320 sq. ft. (or 5.5% of habitable space). Staff has no concerns as code is being met.

Exterior Lighting (Sec. 9-12): Staff is working with the applicant to address the outstanding lighting issues. Prior to the final hearing, the applicants must submit elevations designating fixture locations,

lighting fixture cut sheets, and a photometric plan that complies with the Town's Exterior Lighting chapter.

Point Analysis (Section: 9-1-17-3): Staff is working with the applicant to address the remaining drainage and lighting issues. Staff finds all Absolute Policies that have been reviewed are met and recommends several points be awarded under the Relative policies. Staff has prepared a preliminary point analysis with a recommended cumulative score of zero (0) points.

Negative Points recommended:

- Policy 2/R, Land Use (-8) for 100% residential use in a commercial district.
- Policy 5/R, Architectural Compatibility (-6) points since the project is not consistent with the discretionary Block 11 Design Standards and the building materials consist of 100% non-natural materials.
- Policy 22/R, Landscaping (-2) points for the required (45) trees not meeting the 8' height minimum for evergreens and three (3) inch caliper minimum for deciduous trees.

Positive Points recommended:

- Policy 24/R, Social Community (+10) for 50% of the project consisting of employee housing.
- Policy 24/R, Social Community (+6) for meeting a Council goal of providing employee housing units.

Total (0)

Questions for the Planning Commission

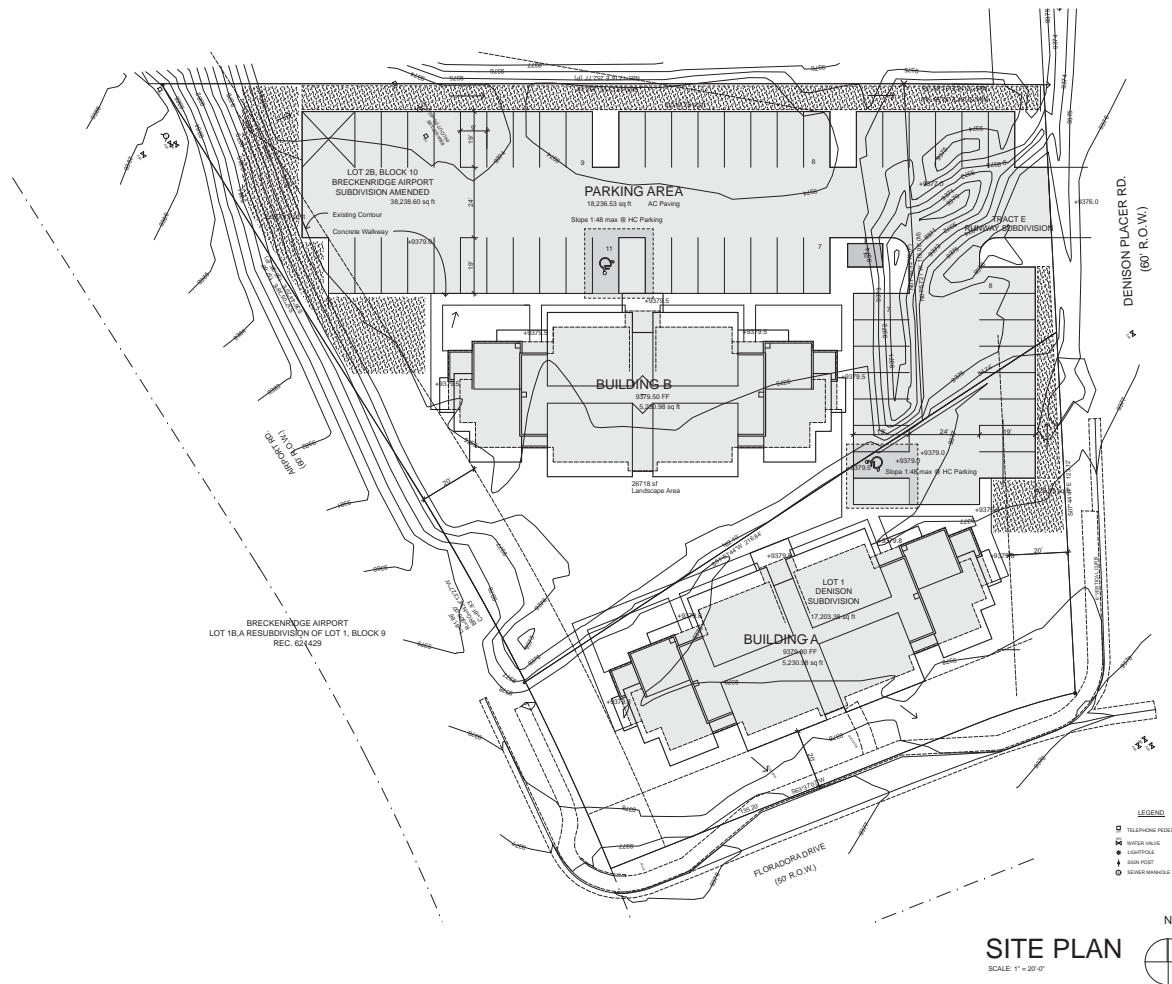
- Does the Commission believe negative two (-2) points are warranted under Policy 22/R for not meeting the minimum size requirements?
- Does the Commission support extending the internal walkways to connect with the sidewalks along Airport Road, Flora Dora Drive and Denison Placer Road?
- Does the Commission have comments regarding the preliminary point analysis?
- Does the Commission have any additional comments on the proposed project design?

The Planning Department recommends this proposal return for a Final review based on feedback from the Commission.

Draft Impact Analysis				
Project:	Broken Compass	Positive Points	+16	
PC#:	PI-2017-0051			
Date:	5/11/2017	Negative Points	- 16	
Staff:	Chris Kulick, AICP			
		Total Allocation:	0	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)	- 8	100% Residential in Commercial Land Use District
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		Below allowed density of 24,00 sq. ft. per Development Agreement.
4/R	Mass	5x (-2>-20)		
5/A	Architectural Compatibility / Historic Priority Policies	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	- 6	Architecture not consistent with the Block 11 Design Guidelines and no natural materials proposed
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	Building Height	Complies		Under 35' from finished grade per Development Agreement
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		Good buffer between parking lot and adjacent property
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		All absolute and relative setbacks are met.
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		

15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Need Approval from Town Engineer.		Ingress And Egress: Points of intersection between internal and external circulation systems shall be in compliance with the Breckenridge street development standards, and shall be arranged so that both systems function in a safe and efficient manner.
18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		48% of site is proposed as open space, exceeds 30% requirement.
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)	- 2	Does not meet the 8' height minimum for evergreens and three (3) inch minimum caliper for deciduous trees not being met for the required (45) trees.
24/A	Social Community	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)	+10	50% of development is deed restricted employee housing.
24/R	Social Community - Community Need	3x(0/+2)	+6	Development of Workforce Housing is stated Council Goal.
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Need Approval from Town Engineer.		Need drainage plan acceptable to the Town Engineer prior to Final Hearing.
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		

33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art			
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Required for Final		Need lighting and photovoltaic plan prior to Final Hearing.
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		



PROJECT DATA

Denison Placer Apartments

Legal Description
 Lot 2B Block 10
 Breckenridge Airport Subdivision Amended
 Lot 1
 Denison Subdivision

Project Description
 Two 3-story apartment buildings with surface parking

Site Area Total	54,442 sf
Lot 2B	38,239 sf
Lot 1	17,203 sf

Paving 18,237 sf
 Landscape 25,743 sf
 Building Footprint 10,462 sf
 Snow Storage 4,963 sf

Building Area (Bldg A and B the same)
 Floor 1 5,231 sf
 Floor 2 4,754 sf
 Floor 3 3,331 sf
 Total 13,316 sf

Developer / General Contractor
 MK Development
 kpthaement@gmail.com
 970-389-7989

Architect
 Michael Shultz Architect
 POB 2745
 975 N Ten Mile Dr E9
 Frisco CO 80443
 michael@shultzarchitect.com
 970-390-4298

- LEGEND**
- ☐ TELEPHONE FEEDS
 - ☒ WATER VALVE
 - LIGHTPOLE
 - ⊕ SIGN POST
 - SERIES MANHOLE

SITE PLAN
 SCALE: 1" = 20'-0"
 N

MULTIFAMILY DEVELOPMENT FOR
DENISON PLACER APARTMENTS
 TOWN OF BRECKENRIDGE

MK DEVELOPMENT
 MICHAEL SHULTZ ARCHITECT
 JUNE 12, 2018

A1.0

LANDSCAPE NOTES

- Strip existing topsoil from site in construction areas and stockpile topsoil for landscape use
- General contractor shall remove all debris, stumps, slash, concrete asphalt, etc. form site prior to landscape work.
- Disturbed areas on site shall receive a minimum of 3" - 4" of topsoil in preparation for landscape treatment.
- Seed disturbed area where needed with short dry grass mix. Apply starter fertilizer (18-46-0) or equivalent @ 4 lbs/1000 sf sow grass mix @ 2 lbs/1000 sf. Rake materials into soil.
- Cobble rock or rock from site may be used as a ground cover treatment in designated areas with weed barrier fabric. Approximately 3"-4" diameter
- Boulders recovered during construction (2' and larger in diameter) to be stockpiled on site. When placed, bury 1/3 to 1/2 of each boulder.
- Locate all plant material to avoid snow shed, snow removal locations, sight lines, utility lines, and easements.
- All new plants shall be placed under an automatic drip irrigation system.
- All plant material shall be back filled with 1/3 topsoil, 1/3 manure, 1/3 compost and mixed 50/50 with native soils.
- All shrub beds and tree wells shall receive a minimum of 3 inches shredded bark mulch
- All newly planted trees shall be root fed at the time of installation. Root feeding shall consist of a liquid root growth stimulator, or soluble fertilizer at recommended rate of 1 lbs per 1 gallon of water.

REVEGETATION

Revegetate all disturbed areas on site.
 Sow short dry grass mix @ 2 lbs/1000 sf
 Short dry mix -
 50% Carby Bluegrass
 10% Canada Bluegrass
 25% Sheep Fescue
 30% Creeping Red Fescue
 30% Hard Fescue
 Slopes over 3:1 shall be hayed tackified or netted.



PLANT LEGEND

Quantity	Common Name	Botanical Name	Size
27	Aspen	Populus Tremuloides	1 1/2" to 2" caliper
14	Aspen	Populus Tremuloides	2 1/2" to 3" caliper
16	Engelmann Spruce	Picea Engelmannii	6' to 7'
7	Engelmann Spruce	Picea Engelmannii	8' to 10'
Assorted Ground Covers and Perennial flowers			1 Gallon
Flats			Flats
15	Mountain Snowberry	Symphoricarpos oreophylus	5 Gallon
11	Woods Rose	Rosa Woodsi	5 Gallon
9	Chokecherry	Prunus Virginiana	5 Gallon

- LEGEND**
- ☐ TELEPHONE FEEDLINE
 - ☒ WATER VALVE
 - LIGHTPOLE
 - ⊕ SIGN POST
 - SERIES SIGNPOLE

LANDSCAPE PLAN
 SCALE: 1" = 20'-0"



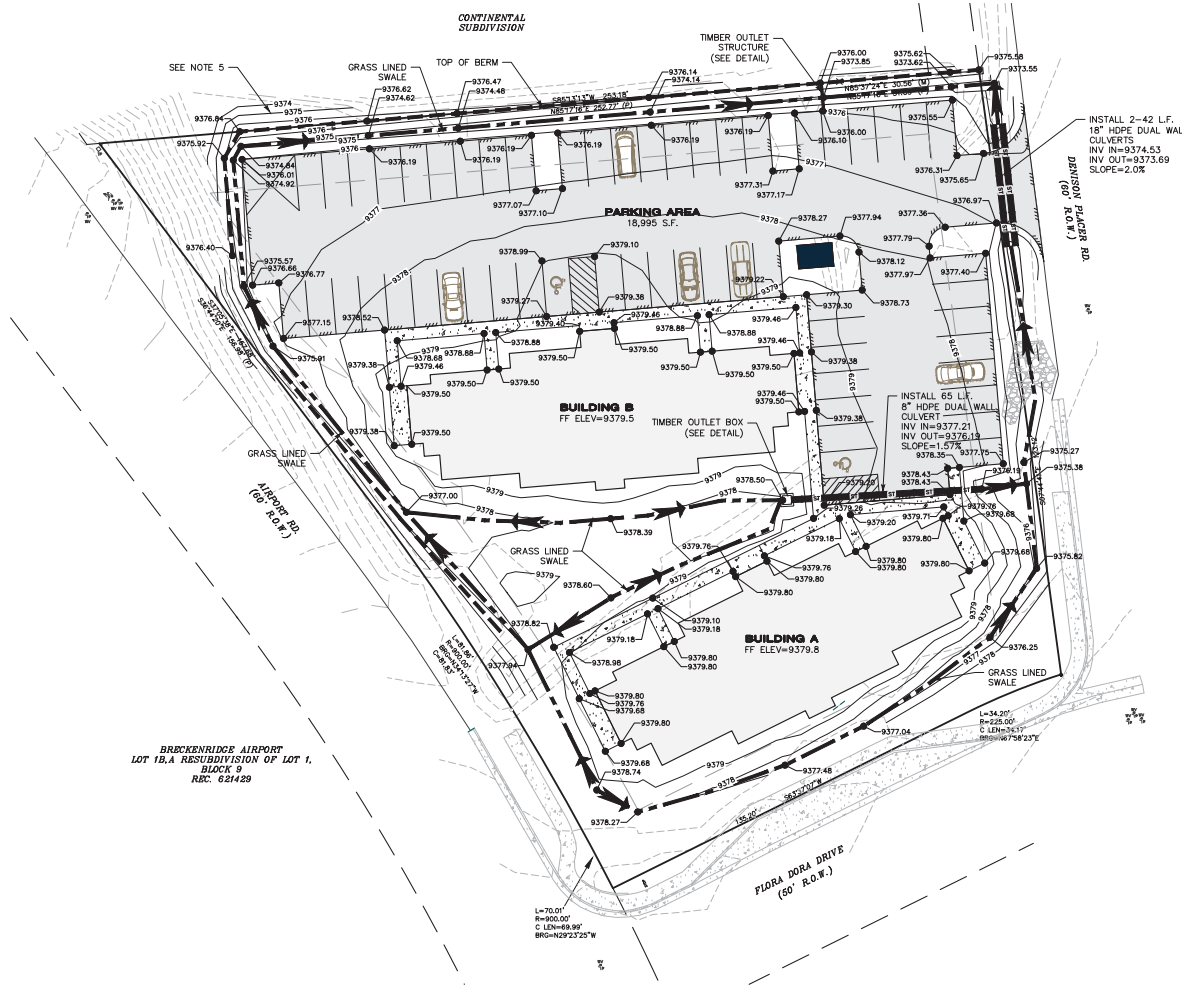
MULTIFAMILY DEVELOPMENT FOR
DENISON PLACER APARTMENTS
 TOWN OF BRECKENRIDGE

MK DEVELOPMENT
 MICHAEL SHULT ARCHITECT
 JUNE 12, 2018

A1.1

DENISON PLACER APARTMENTS GRADING AND DRAINAGE PLAN

LOT 2B, BLOCK 10 BRECKENRIDGE AIRPORT SUBDIVISION AMENDED,
LOT 1 DENISON PLACER SUBDIVISION, AND A PORTION OF TRACT E RUNWAY SUBDIVISION,
SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 78 WEST OF THE 6TH P.M.,
TOWN OF BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

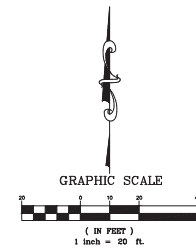


LEGEND

- BOUNDARY LINE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPOSED CULVERT
- PROPOSED SWALE
- PROPOSED BERM
- STORMWATER FLOW
- CONCRETE
- PROPOSED ASPHALT

NOTES

1. REFER TO "TOPOGRAPHIC SURVEY LOT 2B BRECKENRIDGE AIRPORT SUBDIVISION AMENDED, LOT 1 DENISON PLACER SUBDIVISION, & A PORTION OF TRACT E RUNWAY SUBDIVISION" PREPARED BY BASELINE SURVEYS, LLC FOR BOUNDARY AND BENCHMARK INFORMATION.
2. CONSTRUCTION TO COMPLY WITH THE TOWN OF BRECKENRIDGE ENGINEERING STANDARDS.
3. REFER TO "SUBSOIL INVESTIGATION REPORT" PREPARED BY ROB THEOBALD FOR COMPACTION REQUIREMENTS.
4. DESIGN THE ASPHALT PAVING SECTION AND CONCRETE FLATWORK SECTION TO BE PREPARED BY OTHERS.
5. THERE IS PROPOSED SITE GRADING THAT ENCLOSES ONTO THE PROPERTY TO THE NORTH. PERMISSION SHALL BE OBTAINED FROM THE PROPERTY OWNER TO THE NORTH PRIOR TO GRADING ON THE ADJACENT PROPERTY.



REVISION	DATE

JOB NUMBER: 18-100.039
 DESIGNED BY: KWC
 DRAWN BY: KWC
 CHECKED BY: KWC
 APPROVED BY: KWC

Flatirons, Inc.
Surveying, Engineering & Geomatics

1535 RUPERT BLVD
 FORT COLLINS, CO 80501
 PHONE: (970) 776-1733
 FAX: (970) 776-4355

**DENISON PLACER APARTMENTS
GRADING AND DRAINAGE PLAN
BRECKENRIDGE, CO
GRADING AND DRAINAGE PLAN**

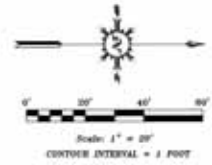
CALL UTILITY NOTIFICATION
 CENTER OF COLORADO
811
 BEFORE YOU DIG. ALWAYS
 CALL 811 TO HAVE
 ALL UTILITIES LOCATED
 BEFORE YOU START ANY
 EXCAVATION OR DRILLING



DRAWING
GD-1
 SHEET
 1 OF 2

**TOPOGRAPHICAL SURVEY
LOT 2B, BLOCK 10 BRECKENRIDGE AIRPORT
SUBDIVISION AMENDED,
LOT 1 DENISON PLACER SUBDIVISION,
& A PORTION OF TRACT E RUNWAY SUB**

BRECKENRIDGE AIRPORT
BY 1914 RECONVEYANCE OF LOT 1,
BLOCK 10
D.E. 50426



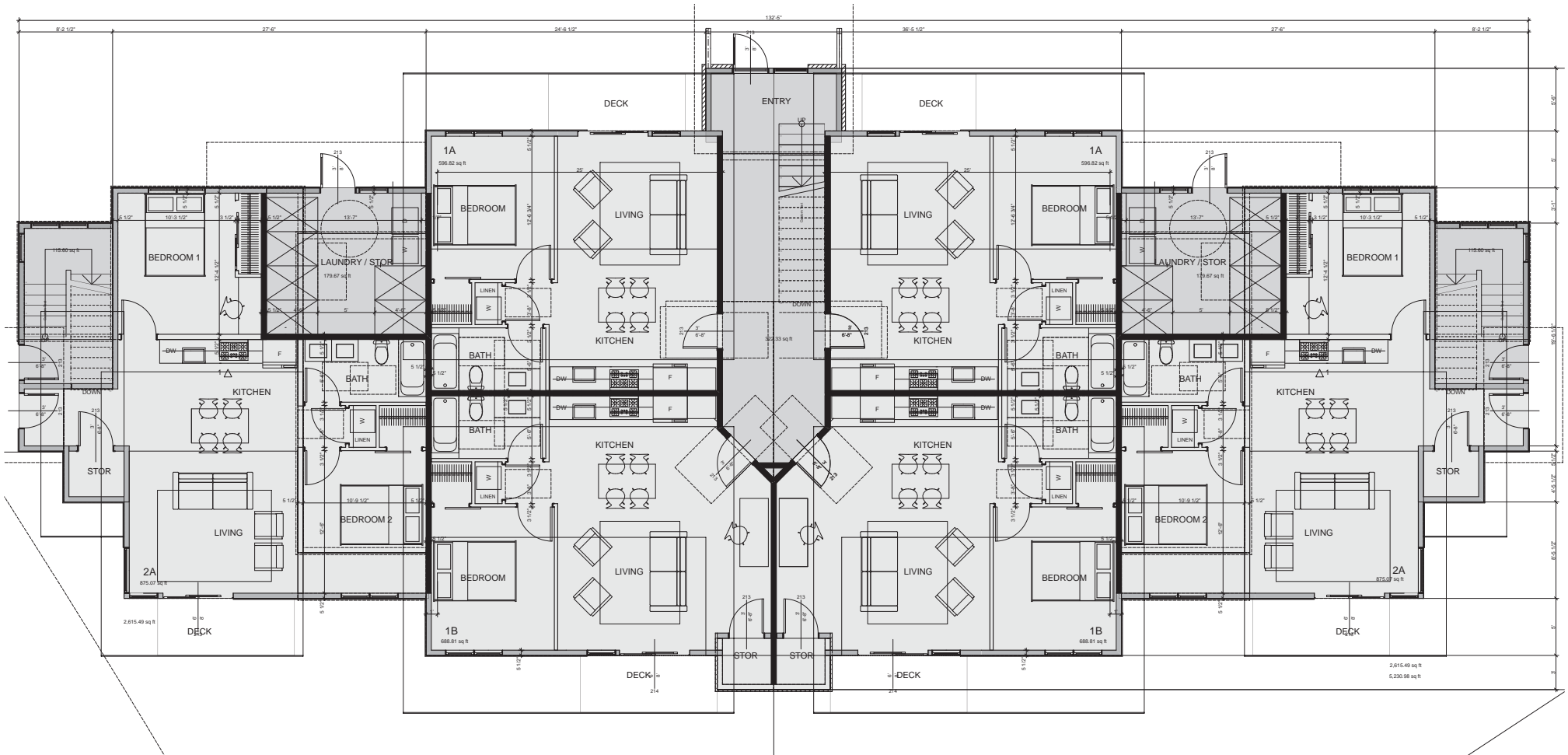
- NOTES:**
1. PROJECT BENCHMARK- NEV CONTROL POINT 1-DNA, ELEVATION 5051.74', DATE 1986.
 2. CONTOURS ARE INTERPOLATED FROM FLOWLINE TO BACK OF CURB.
 3. SEE POINT FILE FOR ADDITIONAL SPOT ELEVATIONS.
 4. COORDINATES ARE COLORADO STATE PLATE CENTRAL ZONE (UNADJUSTED) USING A COMBINED SCALE FACTOR OF 0.999998 BASED ON AN NGS OPUS SOLUTION REPORT AND APPLIED AT POINT #1, 1P-BL2.

SUBJECT'S CERTIFICATE
I, DENISE E. O'NEIL, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS TOPOGRAPHICAL MAP WAS PREPARED BY ME AND UNDER MY SUPERVISION FROM A SURVEY MADE BY ME AND UNDER MY SUPERVISION AND THAT THE FEATURES SHOWN HEREON ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITH ON THE DATE SHOWN HEREON.

DENISE E. O'NEIL, P.L.S. 48991

Baseline Surveys, LLC.			
TOPOGRAPHICAL SURVEY LOT 2B BRECKENRIDGE AIRPORT SUBDIVISION AMENDED, LOT 1 DENISON PLACER SUBDIVISION, & A PORTION OF TRACT E RUNWAY SUB			
Date	Revisions	Date: 4/4/2017	Scale: 1" = 20'
		Drawn By: RDO	Checked By: D.E.O.
		Job File: 4008	DWG File: 4008 T010

NOTICE: 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 ANY EVENT, NOT ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



FLOOR 1

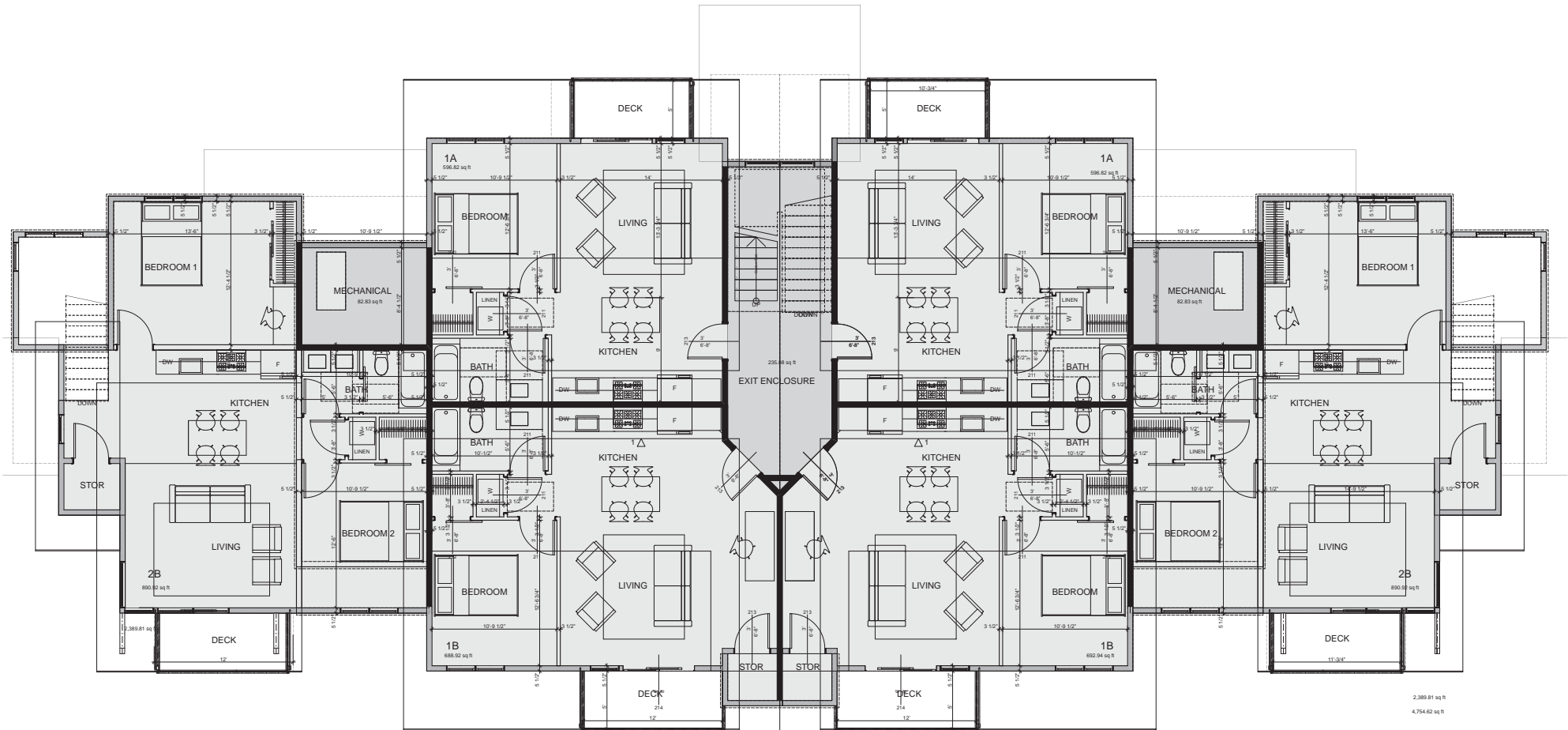
SCALE: 1/4" = 1'-0"



MULTIFAMILY DEVELOPMENT FOR
DENISON PLACER APARTMENTS
 TOWN OF BRECKENRIDGE

MK DEVELOPMENT
 MICHAEL SHULT ARCHITECT
 APRIL 10, 2018

A2.1



FLOOR 2
SCALE: 1/4" = 1'-0"

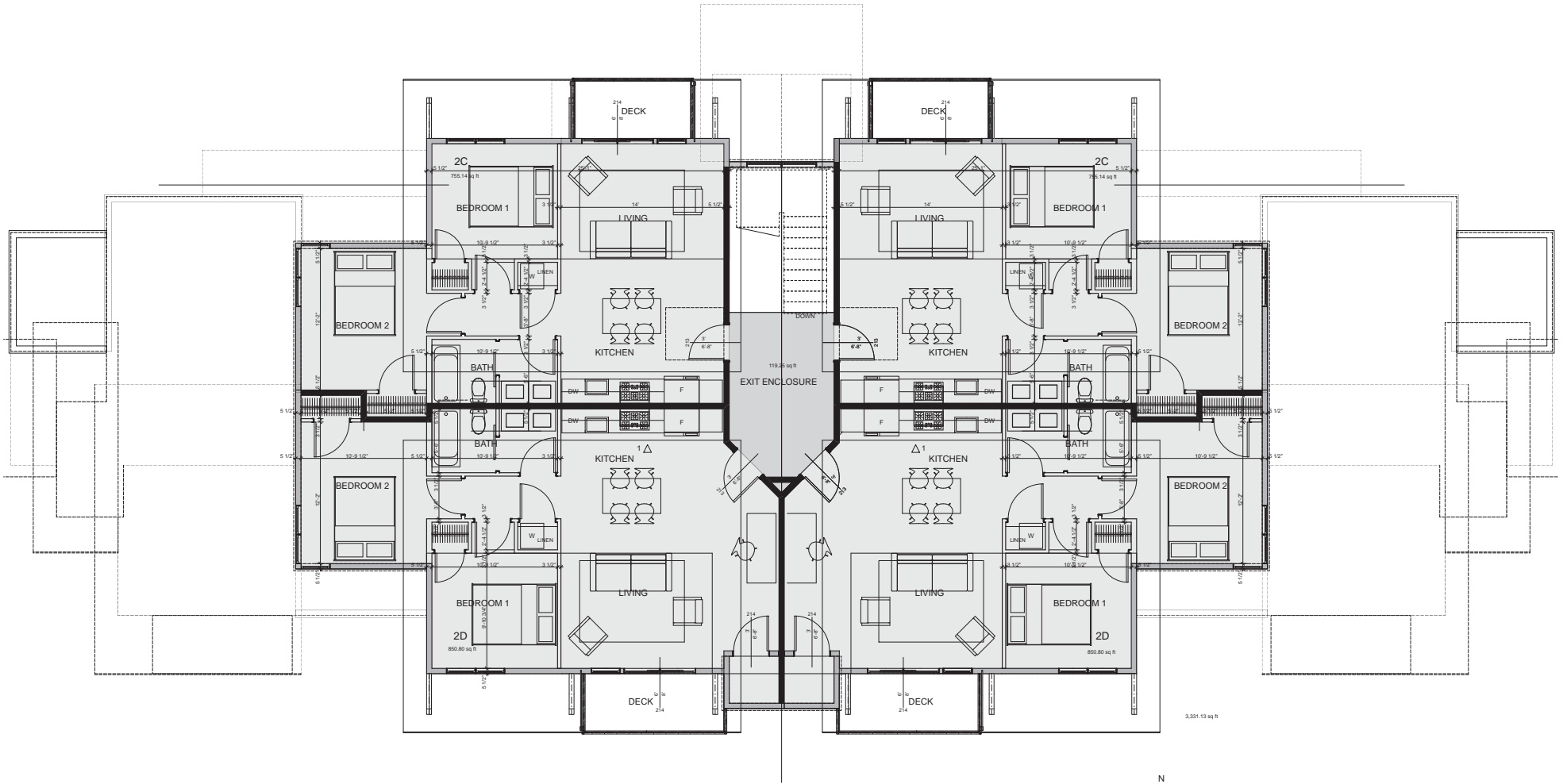


MULTI-FAMILY DEVELOPMENT FOR
DENISON PLACER APARTMENTS
TOWN OF BRECKENRIDGE

MK DEVELOPMENT
MICHAEL SHULT ARCHITECT
APRIL 10, 2018

A2.2

2,389.81 sq ft
4,754.62 sq ft



FLOOR 3
SCALE: 1/4" = 1'-0"



MULTIFAMILY DEVELOPMENT FOR
DENISON PLACER APARTMENTS
TOWN OF BRECKENRIDGE

MK DEVELOPMENT
MICHAEL SHULT ARCHITECT
APRIL 10, 2018

A2.3



MULTI-FAMILY DEVELOPMENT FOR
DENISON PLACER APARTMENTS
TOWN OF BRECKENRIDGE

MK DEVELOPMENT
MICHAEL SHULT ARCHITECT
APRIL 10, 2018

A3.1



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"

MULTI-FAMILY DEVELOPMENT FOR
DENISON PLACER APARTMENTS
TOWN OF BRECKENRIDGE

MK DEVELOPMENT
MICHAEL SHULT ARCHITECT
APRIL 10, 2018

A4.1





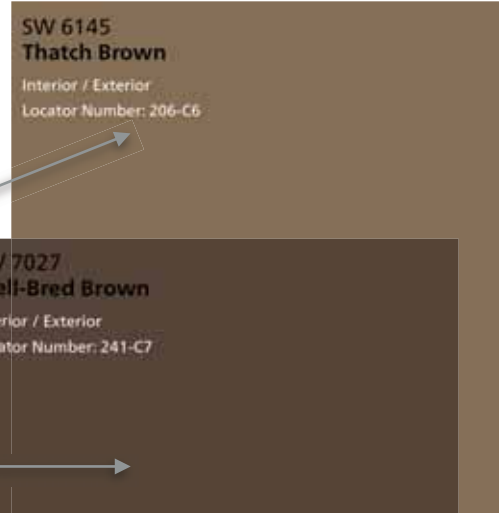
Denison Placer Apartments
Exterior Color Schedule
Michael Shult Architect
June 12, 2018



Soffit
Semi Transparent Stain
Flood Dark Oak 725



Metal (Prefinished and Painted)
Black
Alum Clad Windows
Metal Flashing
Parapet Coping
Steel Railing (powder coated)
Fascia
Corrugated Metal Siding
Structural Steel



Horz Lap Siding
SW 6145 Thatch Bown

Vertical Siding Siding
SW 7027 Well Bred Brown

Wood Trim (Belly Band)
Sikkens Solid Stain Oxford Brown





Memo

To: Breckenridge Town Council Members
From: Laurie Best-Community Development Department
Date: 5/30/2018 (for June 5th meeting)
Subject: Thaemert Development Agreement

The first reading of this Development Agreement is scheduled for your consideration on June 5th. As you may recall this project was reviewed most recently with the Council during your February 22, 2018 worksession. At that time the Council indicated general support for certain code concessions, land and density contributions, and fee waivers to support M.K. Development Corporation's project which consist of 32 new apartments. The Developer has indicated that the concessions, specifically the additional density and mass, are necessary because a smaller project would not generate sufficient revenue to cover construction cost, debt service, property management, and a reasonable rate of return (6-7%). In return for these considerations by the Town, the Developer agrees to significant rental and occupancy restrictions, and to comply with all the other elements of the development code that insure the project fits on the site. The initial submittal of a Class A development permit has been reviewed by staff, but cannot proceed without a Development Agreement. Based on the preliminary review it appears that the project will comply with all other elements of the code, including parking, open space, landscape, snow storage, etc. The key components of the Development Agreement are listed below.

The Town will:

- not assess any negative points for up to 24,000 sf of density (15,300 sf allowed)
- not assess any negative points for up to 27,000 sf of mass (15,828 sf allowed)
- measure the building height from finished grade rather than existing grade (prior to fill)
- waive permit fees for all 32 units
- contribute approximately 21,889 sf of Town-owned land to the project (this represents approximately 39% of the project area)
- provide the density (TDRs) to cover the density overage of 8,700 sf for the deed restricted units
- allow fill and site work to occur prior to issuance of the building permit subject to approval by the Town Engineer (the applicant will need to obtain an engineer report/grading plan to demonstrate that the finished floor elevation will be above the high water elevation-approx. 9,380)
- convey Town-owned property (approximately 21,889 sf) to the Developer

In return the Developer agrees to:

- deed restrict all 32 units
 - 16 will be priced affordable to 85% AMI and occupancy will be restricted to local employees
 - 16 will be restricted to no short term rental (less than 30 days)
- comply with all other elements of the development code
- execute a First Right of Refusal Agreement whereby the Town can acquire the project when/if the Developer sells the property
- enter into a restrictive covenant prohibiting the conversion of the apartments into 'for sale' condominiums

It should be noted that the actual density and mass requests have increased since this was discussed with Council in February. The size of the project, particularly the number of units (32) and the size of the

units (600 sf) has not increase so it appears that the difference is a result of the methodology or the FAR/SFE conversion rate. It also appears that based on staff's preliminary review the project does pass a fit test.

Staff supports the Development Agreement as presented and recommends approval of the Ordinance on first reading. The project will result in a minimum of 16 new apartments that will be rent and employment restricted. These units will be developed by the private sector and not the Town. It should also be noted that the Developer intends to execute a master lease with a local employer and it is likely that 100% of the units could actually house local employees pursuant to that master lease. We will be available to discuss the project and answer questions on June 5th.

1 **FOR WORKSESSION/FIRST READING – JUNE 5**

2
3 COUNCIL BILL NO. _____

4
5 Series 2018

6
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
8 M. K. DEVELOPMENT CORPORATION, A COLORADO CORPORATION

9
10 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
11 COLORADO:

12
13 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
14 determines as follows:

15
16 A. The Developer owns or controls Lot 2B, Block 10, Breckenridge Airport Subdivision,
17 Town of Breckenridge, County of Summit and State of Colorado; also known as 1910 Airport
18 Road, Breckenridge, Colorado 80424 (the “**Developer’s Property**”).

19 B. The Town owns Lot 1, Denison Placer Subdivision, Town of Breckenridge, County of
20 Summit and State of Colorado; also known as _____, Breckenridge, Colorado
21 80424 (the “**Town’s Property**”).

22 C. The Town’s Property is located immediately adjacent to the Developer’s Property.

23 D. The Developer proposes to develop a total of thirty two (32) rental apartments on a
24 site that consists of both the Developer’s Property and the Town’s Property (the “**Development**
25 **Parcel**”).

26 E. The Developer’s proposed thirty two (32) rental apartments are to be located in two (s)
27 buildings of three (3) stories each.

28 F. The total density and mass of the Developer’s proposed development exceeds the
29 allowed density and mass under the Town’s land use regulations. Also, the height of the
30 Developer’s proposed development is taller than is allowed under the Town’s land use
31 regulations.

32 G. Without a development agreement the Developer’s proposed development is not
33 possible because of the density, mass, and proposed height of the proposed apartment buildings.

34 H. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council
35 has the authority to enter into a development agreement.

36 I. As the commitments encouraged to be made in connection with an application for a
37 development agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the
38 Developer has agreed to impose significant rental and occupancy restrictions on the apartments
39 to be located within the proposed development, all as more fully set forth in the proposed

1 Development Agreement (the “**Development Agreement**”).

2 J. Subject to the requirements of the proposed Development Agreement, the Town has
3 agreed to convey the Town Property to the Developer for use in the construction of the
4 Developer’s proposed development.

5 K. The Town Council finds and determines that there is a substantial public benefit that
6 will accrue from the construction of the Developer’s proposed housing project as provided in the
7 proposed Development Agreement, namely, that the private sector (and not the Town) will
8 construct a minimum of sixteen (16) rental apartments that: (i) are perpetually committed to
9 being rented at a monthly rental rate not greater than eighty five percent (85%) of the Area
10 Median Income (AMI); and (ii) are further restricted in perpetuity to being occupied by persons
11 actually employed in Summit County. The Developer’s proposal will result in the construction of
12 at least twice the number of restricted beds that could have been accommodated had the Town
13 developed the Town Property as it had contemplated. Further, under the proposed Development
14 Agreement it is reasonably possible that the total number of perpetually rent and occupancy
15 restricted apartments may increase to a total of thirty two (32) apartments. Finally, the
16 construction of the restricted apartments by the Developer will relieve the Town of the
17 substantial financial and administrative burdens of constructing the affordable, restricted rental
18 apartments that are agreed to be constructed by the Developer as described in the proposed
19 Development Agreement.

20 L. The Town Council has: (i) received a completed application and all required
21 submittals for a development agreement; (ii) reviewed the proposed Development Agreement;
22 (iii) conducted a preliminary discussion of the application and the proposed Development
23 Agreement; (iv) determined that the proposed Development Agreement need not be referred to
24 the Breckenridge Planning Commission for its review and recommendation; and (v) further
25 determined that it should commence proceedings for the approval of the proposed Development
26 Agreement.

27 M. The approval of the proposed Development Agreement is warranted in light of all
28 relevant circumstances.

29 N. The procedures to be used to review and approve a development agreement are
30 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
31 Chapter have substantially been met or waived in connection with the approval of the proposed
32 Development Agreement and the adoption of this ordinance.

33 O. Section 15.3 of the Breckenridge Town Charter provides that the Town Council may
34 lawfully authorize the conveyance of Town-owned real property by ordinance.

35 Section 2. Approval of Development Agreement. The Development Agreement between
36 the Town and M. K. Development Corporation, a Colorado corporation (**Exhibit “A”** hereto), is
37 approved, and the Town Manager is authorized, empowered, and directed to execute such
38 agreement for and on behalf of the Town of Breckenridge.
39

1 ATTEST:

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Helen Cospolich, CMC,
Town Clerk

1
2 APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
3 PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
4 STATUTES, AS AMENDED
5

6 ***DRAFT May 23, 2018 DRAFT***

7
8 **DEVELOPMENT AGREEMENT**
9

10 This Development Agreement (“**Agreement**”) is dated _____,
11 2018 and is between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of
12 Colorado (the “**Town**”) and M. K. DEVELOPMENT CORPORATION, a Colorado corporation
13 (the “**Developer**”).
14

15 Recitals
16

17 A. The Developer owns or controls Lot 2B, Block 10, Breckenridge Airport Subdivision,
18 Town of Breckenridge, County of Summit and State of Colorado; also known as 1910 Airport
19 Road, Breckenridge, Colorado 80424 (the “**Developer’s Property**”).

20 B. The Town owns Lot 1, Denison Placer Subdivision, Town of Breckenridge, County of
21 Summit and State of Colorado; also known as _____, Breckenridge, Colorado
22 80424 (the “**Town’s Property**”).

23 C. The Town’s Property is located immediately adjacent to the Developer’s Property.

24 D. The Developer proposes to develop a total of thirty two (32) rental apartments on a
25 site that consists of both the Developer’s Property and the Town’s Property (the “**Development**
26 **Parcel**”).

27 E. The Developer’s proposed thirty two (32) rental apartments are to be located in two (s)
28 buildings of three (3) stories each.

29 F. The total density and mass of the Developer’s proposed development exceeds the
30 allowed density and mass under the Town’s land use regulations. Also, the height of the
31 Developer’s proposed development is taller than is allowed under the Town’s land use
32 regulations.

33 G. Without a development agreement the Developer’s proposed development is not
34 possible because of the density, mass, and proposed height of the proposed apartment buildings.

35 H. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council
36 has the authority to enter into a development agreement.

37 I. As the commitments encouraged to be made in connection with an application for a
38 development agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the

1 Developer has agreed to impose significant rental and occupancy restrictions on the apartments
2 to be located within the proposed development, all as more fully set forth in this Agreement.

3 J. Subject to the requirements of this Agreement, the Town has agreed to convey the
4 Town Property to the Developer for use in the construction of the Developer's proposed
5 development.

6 K. The Town Council finds and determines that there is a substantial public benefit that
7 will accrue from the construction of the Developer's proposed housing project as provided in this
8 Agreement, namely, that the private sector (and not the Town) will construct a minimum of
9 sixteen (16) rental apartments that: (i) are perpetually committed to being rented at a monthly
10 rental rate not greater than eighty five percent (85%) of the Area Median Income (AMI); and (ii)
11 are further restricted in perpetuity to being occupied by persons actually employed in Summit
12 County. The Developer's proposal will result in the construction of at least twice the number of
13 restricted beds that could have been accommodated had the Town developed the Town Property
14 as it had contemplated. Further, under this Agreement it is reasonably possible that the total
15 number of perpetually rent and occupancy restricted apartments may increase to a total of thirty
16 two (32) apartments. Finally, the construction of the restricted apartments by the Developer will
17 relieve the Town of the substantial financial and administrative burdens of constructing the
18 affordable, restricted rental apartments that are agreed to be constructed by the Developer as
19 described in this Agreement.

20 L. The Town Council has received a completed application and all required submittals
21 for a development agreement; had a preliminary discussion of the application and this
22 Agreement; determined that it should commence proceedings for the approval of this Agreement;
23 and, in accordance with the procedures set forth in Section 9-9-10(C) of the Breckenridge Town
24 Code, has approved this Agreement by non-emergency ordinance.

25 Agreement

26
27 1. Subject to the Developer's compliance with all of the requirements and provisions of
28 this Agreement, as well as the Developer's compliance with all other applicable requirements of
29 the Town's ordinances, rules, and regulations, the Town's Planning Commission is hereby
30 authorized to accept, review, and approve a Class A Development Permit for the construction of
31 the Developer's proposed apartment housing project as more specifically described forth herein.

32 2. In connection with its review of the Developer's Class A Development Permit
33 application as described in Section 1, the Planning Commission shall not assess any negative
34 points under the following sections of the Town of Breckenridge "Development Code"¹: (a)
35 Section 9-1-19-3R, "Policy 3 (Relative) Density/Intensity," provided that the total density of the
36 Developer's project shall not exceed 24,000 square feet without the prior approval of the Town
37 Council; (b) Section 9-1-19-4R, "Policy 4 (Relative) Mass," provided that the total mass of the
38 Developer's project shall not exceed 27,000 square feet (including storage and circulation)
39 without the prior approval of the Town Council; and (c) Section 9-1-19-6R, "Policy 6 (Relative)

¹ Chapter 1 of Title 9 of the Breckenridge Town Code

1 Building Height,” provided that the maximum height of the Developer’s project as measured
2 pursuant to the Development Code shall not exceed thirty five (35) feet measured from finished
3 grade without the prior approval of the Town Council.

4 3. Further, if the Developer’s project fully complies with the requirements of Section 2 of
5 this Agreement, the Planning Commission shall determine the Developer’s Class A Development
6 Permit application also complies with the following Absolute Policies of the Town of
7 Breckenridge Development Code: (a) Section 9-1-19-3A, “Policy 3 (Absolute
8 Density/Intensity”); (b) Section 9-1-19-4A, “Policy 4 (Absolute) Mass”; and (c) Section 9-1-19-
9 6R, “Policy 6 (Relative) Building Height.”

10 4. Upon: (a) final approval of a Class A Development Permit for the construction of the
11 Developer’s proposed housing project as more fully described herein in form and substance
12 acceptable to the Developer; and (b) the passage of any time periods within which any
13 referendums, appeals, or other challenges to such approvals must be brought, without any such
14 referendums, appeals or other challenges having been filed, commenced or asserted, the
15 following shall occur: (i) the Town and the Developer shall enter into a contract for the
16 conveyance of the Town’s Parcel to the Developer at no cost to either party; provided, however,
17 the deed of conveyance will require that such real property be used only in connection with the
18 construction of the Developer’s proposed housing project as more fully set forth herein, and if
19 such covenant is breached, the Town’s Property shall immediately be reconveyed to the Town by
20 the Developer. Such reconveyance obligation shall be specifically enforceable against the
21 Developer.

22 5. Prior to the issuance of a Certificate of Occupancy for any apartment in the Developer’s
23 approved housing project the Developer shall execute, acknowledge, and deliver to the Town, in
24 a form acceptable to the Town Attorney in his discretion: (i) a restrictive housing covenant
25 encumbering not less than sixteen (16) of the apartments in the Developer’s housing project.
26 Such covenant shall provide that: (a) throughout the term of the covenant the encumbered
27 apartments shall be rented to qualified tenants at a monthly rental rate not greater than eighty five
28 percent (85%) of the Area Median Income (AMI) for Breckenridge, Colorado (or if not
29 available, for the Area Median Income for Summit County, Colorado) most recently available
30 immediately prior to such apartment being rented, and (b) a “qualified tenant” must be a person
31 not less than eighteen (18) years of age who is actually employed in Summit County, Colorado at
32 least thirty (30) hours per week on an annual basis during the entirety of the period of his or her
33 occupancy of the apartment; (ii) a second restrictive covenant prohibiting any of the apartments
34 in the Developer’s housing project from being rented, leased, or otherwise occupied for a term of
35 less than three (3) consecutive months (i.e., no “short term rental” of any of the apartments in the
36 Developer’s housing project); and (iii) a third restrictive housing covenant prohibiting the
37 conversion of any of the apartments in the Developer’s housing project to condominiums, or
38 other form of real estate ownership capable of being individually sold, without the prior written
39 approval of the Town Council. All of the required restrictive covenants shall not be subordinate
40 to any prior lien or encumbrance of any kind, except the lien of the general property taxes for the
41 year in which the covenants are executed. Each of the three restrictive housing covenants shall
42 provide that it is the intent of such document to create a “consensual lien” within the meaning of
43 Section 38-38-303, C.R.S., sufficient to afford the Town with the right to redeem the

1 Development Parcel from the foreclosure of any mortgage, deed of trust, or other lien or
2 encumbrance in the manner provided by applicable state law.

3 6. It shall not be a default under the restrictive covenants described in Section 5 of this
4 Agreement, or under this Agreement itself, if the Developer enters into a “master lease” of all of
5 the thirty two (32) apartments in its housing project to a single master tenant for a term of not
6 less than five (5) years; provided, however, that such master lease shall require: (i) the master
7 tenant to rent each of the thirty two (32) apartments at a monthly rental not greater than eighty
8 five percent (85%) of the Area Median Income (AMI) for Breckenridge, Colorado (or if not
9 available, for the Area Median Income for Summit County, Colorado) most recently available
10 immediately prior to such apartment being rented; and (ii) each tenant of the thirty two (32)
11 apartments shall be actually employed in Summit County, Colorado at least thirty (30) hours per
12 week on an annual basis during the entirety of the period of his or her occupancy of the
13 apartment. At any time that the thirty two (32) apartments are not subject to a master lease as
14 provided in this Section 6, the provisions of the restrictive covenants described in Section 5 shall
15 apply and shall control the rental and occupancy of all of the encumbered apartments in the
16 Developer’s housing project described in such covenants.

17 7. Prior to the issuance of a building permit for the construction of the Developer’s
18 approved housing project as described herein the Town shall execute appropriate documentation
19 transferring not more than _____ SFE(s) of density to the site of the Developer’s
20 project, at no cost to the Developer; provided that such density shall be used only in connection
21 with the construction of the Developer’s approved housing project.

22 8. The Town agrees to waive all Town building, development, affordable housing impact,
23 and permitting fees of any type associated with the construction of the Developer’s proposed
24 apartment housing project. The Town also agrees that the infrastructure and site work, including
25 deep utilities, grading, construction of storm water management systems, and mass excavation
26 may commence prior to issuance of the building permit subject to approval by the Town
27 Engineer.

28 9. Concurrently with the conveyance of the Town’s Property to the Developer, the Town
29 and the Developer shall enter into a Right of First Refusal agreement providing that: (i) if, at any
30 time, the Developer shall receive an offer for the purchase of the Development Parcel, or any
31 portion thereof, which the Developer intends to accept, the Developer agrees not to accept such
32 offer or make any contract of sale with respect to said property without first giving the Town the
33 right to acquire such property upon the same terms and conditions contained in such offer of
34 purchase; (ii) the Developer shall give to the Town written notice of the terms and conditions of
35 such offer, together with a copy of the offer; (iii) if the Town fails to enter into a contract with
36 the Developer upon the same terms and conditions as those proposed to the Developer by the
37 party making the offer within thirty (30) calendar days after its receipt of such notice then the
38 Developer shall have the right, and shall be at liberty, to sell said property to the party making
39 the offer; and (iv) if, for any reason, said property is not sold to such party, notice of any
40 subsequent offer received by the Developer shall be given to the Town upon the same terms and
41 conditions for acceptance or rejection as hereinabove provided. The form of the Right of First

1 Refusal Agreement shall be subject to the reasonable approval of both the Town and the
2 Developer.

3 10. For the reasons set forth above, the Town Council of the Town of Breckenridge finds,
4 determines, and declares that the conveyance of the Town Property to the Developer for use in
5 the construction of the Developer's proposed apartment housing project as more fully set forth
6 herein will provide a public benefit and further a public purpose within the meaning of Article
7 11, Section 2 of the Colorado Constitution. The Town Council further finds, determines, and
8 declares that the Town of Breckenridge will receive adequate consideration in return for its
9 conveyance of the Town Property to the Developer for use in the construction of the Developer's
10 proposed housing project.

11 11. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided
12 for herein, the execution of this Agreement shall not preclude the current or future application of
13 municipal, state or federal ordinances, laws, rules or regulations to the Development Parcel
14 (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering,
15 electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and
16 other land use laws, as the same may be in effect from time to time throughout the term of this
17 Agreement. Any development of the real property which is the subject of this Agreement shall be
18 done in compliance with the then current laws of the Town.

19 12. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the
20 Town to adopt or amend any Town law, including, but not limited to the Town's: (i)
21 Development Code, (ii) Land Use Guidelines, (iii) Master Plan/Comprehensive Plan, and (iv)
22 Subdivision Standards.

23 13. This Agreement shall run with the land and shall be binding upon and inure to the
24 benefit of the Town and the Developer, its successors and assigns.

25 14. Prior to any action against the Town for breach of this Agreement, the Developer shall
26 give the Town a sixty (60) day written notice of any claim by the Developer of a breach or
27 default by the Town, and the Town shall have the opportunity to cure such alleged default within
28 such time period.

29 15. The Town shall not be responsible for and the Developer shall not have any remedy
30 against the Town if development of the Development Parcel is prevented or delayed for reasons
31 beyond the control of the Town.

32 16. Actual development of the Development Parcel shall require the issuance of such
33 other and further permits and approvals by the Town as may be required from time to time by
34 applicable Town ordinances.

35 17. No official or employee of the Town shall be personally responsible for any actual or
36 alleged breach of this Agreement by the Town.

37 18. The Developer agrees to indemnify and hold the Town, its officers, employees,
38 insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on

1 account of injury, loss, or damage, including without limitation claims arising from bodily
2 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
3 kind whatsoever, which arise out of or are in any manner connected with such benefits under this
4 Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be
5 caused in whole or in part by, the negligent or wrongful intentional act or omission of the
6 Developer, any subcontractor of the Developer, or any employee, representative, or agent of the
7 Developer or of any subcontractor of the Developer, or which arise out of any worker's
8 compensation claim of any employee of the Developer, or of any employee of any subcontractor
9 of the Developer; except to the extent such liability, claim or demand arises through the
10 negligent or intentional act or omission of the Town, its officers, employees, or agents. The
11 Developer agrees to investigate, handle, respond to, and to provide defense for and defend
12 against, any such liability, claims, or demands to which the Developer's indemnification
13 obligations hereunder apply, at the sole expense of the Developer. The Developer also agrees to
14 bear all other costs and expenses related thereto, including court costs and attorney's fees. The
15 Developer's indemnity obligation under this Section 18 shall survive the expiration or
16 termination of this Agreement and shall be fully enforceable thereafter, subject to any applicable
17 statute of limitation.

18 19. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall
19 not affect or impair the validity, legality or enforceability of the remaining provisions of the
20 Agreement.

21 20. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
22 Colorado Revised Statutes, as amended.

23 21. Within fourteen (14) days following the final adoption of the ordinance approving this
24 Development Agreement, the Town Clerk shall cause to be published one time in a newspaper of
25 general circulation within the Town a notice satisfying the requirements of Section 9-9-13 of the
26 Development Code. The costs of publication of such notice shall be paid by the Developer.

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

34 23. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit
35 County, Colorado. The cost of recording this Agreement shall be paid by the Developer.

36 24. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign
37 immunity under any applicable state or federal law.

38 25. Personal jurisdiction and venue for any civil action commenced by either party to this
39 Agreement shall be deemed to be proper only if such action is commenced in District Court of

1 Summit County, Colorado. The Developer expressly waives its right to bring such action in or to
2 remove such action to any other court, whether state or federal.

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

5 If To The Town: Rick G. Holman, Town Manager
6 Town of Breckenridge
7 P.O. Box 168
8 Breckenridge, CO 80424
9

10 With A Copy (which
11 shall not constitute
12 notice to the Town) to: Timothy H. Berry, Esq.
13 Town Attorney
14 P.O. Box 2
15 Leadville, CO 80461
16

17 If To The Developer: M. K. Development Corporation
18 Attn.: Kenneth P. Thaemert
19 P.O. Box 1877
20 Breckenridge, CO 80424
21

22 Notices mailed in accordance with the provisions of this Section 26 shall be deemed to have been
23 given upon delivery. Notices personally delivered shall be deemed to have been given upon
24 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
25 Colorado Rules of Civil Procedure for service of civil process.
26

27 27. This Agreement shall be interpreted in accordance with the laws of the State of
28 Colorado without regard to its conflict of laws rules that might require it to be interpreted in
29 accordance with the laws of any state other than the State of Colorado.

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

33 [SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]
34
35

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DEVELOPER:
M. K. DEVELOPMENT CORPORATION, a Colorado
corporation
By: _____
President

ATTEST:

Its Secretary

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2018, by _____, as President, and
_____, as Secretary. of M. K. Development Corporation, a
Colorado corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

Memo



To: Breckenridge Planning Commission
From: Julia Puester, AICP, Planning Manager
Date: 6/13/2018
Subject: Revised Resolution Amending the Planning Commission Rules of Procedure

Recently, a few of the regularly scheduled Planning Commission meetings have been rescheduled to alternative dates rather than the first and third Tuesday of the month for various reasons.

The current Planning Commission Rules of Procedure requires the Town to 1) formally cancel the meeting date and then 2) call for a special meeting for the date of the rescheduled Planning Commission meeting.

The proposed modification to Section 5.1 *Date, Time and Place of Regular Meetings* would allow for the Planning Commission to change the regularly scheduled meeting date by a more simple mechanism of consent of the majority of the Commission.

Further, Rule 29 *Continuance of a Hearing* is proposed to be modified to clarify what “good cause” for a continuance is. The modifications would also allow for the Chair or Director to continue a previously scheduled hearing prior to the hearing date when good cause has been shown and sets up notification of such action.

Staff recommends that the Planning Commission adopt the Resolution Amending Section 5.2 and Rule 29 of the Planning Commission Rules of Procedure.

Staff will be available at the meeting for any questions.

1 **FOR ADOPTION – JUNE 19**

2
3 Additions To The Current Planning Commission Rules Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 BEFORE THE PLANNING COMMISSION

7
8 OF THE TOWN OF BRECKENRIDGE

9
10 RESOLUTION NO. _____

11
12 A RESOLUTION AMENDING RULE 5.1 AND RULE 29 OF THE “TOWN OF
13 BRECKENRIDGE PLANNING COMMISSION RULES OF PROCEDURE
14 (JAN. 2011 EDITION)”

15
16 WHEREAS, Section 2-2-7 of the Breckenridge Town Code requires the Breckenridge
17 Planning Commission to adopt rules for the transaction of its business; and

18
19 WHEREAS, the Breckenridge Planning Commission has heretofore adopted its
20 “Planning Commission Rules of Procedure (Jan. 2011 edition)” (“Rules”); and

21
22 WHEREAS, the Breckenridge Planning Commission desires to amend Rule 5.1 and Rule
23 29 of the Rules as hereafter set forth.

24
25 NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE
26 TOWN OF BRECKENRIDGE, COLORADO, as follows:

27
28 Section 1. Rule 5.1 of the “Planning Commission Rules of Procedure (Jan. 2011
29 Edition)” is hereby amended so as to read in its entirety as follows:

30
31 **Rule 5.1. Date, Time and Place of Regular Meetings**

32
33 The Commission shall hold regular meetings on the first and third Tuesdays of
34 each month, except that:

- 35
36 a) if a regular meeting day is a legal holiday, the meeting shall be held on the
37 next business day; ~~and~~
38 b) there shall be no second regular meeting held in the month of December each
39 year; and
40 c) By majority consent, the Commission may dispense with the holding of
41 any other regular meeting, or agree to hold a regular meeting on a
42 different day than is normally required by this Rule.
43

1 All regular meetings of the Commission shall be held in the Town Council
2 Chambers of the Breckenridge Town Hall, 150 Ski Hill Road, Breckenridge,
3 Colorado, unless the Commission shall otherwise order.

4
5 Each regular meeting of the Commission shall begin at 5:30 P.M., unless
6 otherwise provided in the notice of the meeting.

7
8 In his discretion, the Director may schedule an application out of the normal order
9 of business if it involves a matter of substantial public interest, or if the Director
10 determines that good cause exists to vary the normal order of business. Further,
11 by general consent of the Commission, items may be considered out of order.

12
13 Section 2. Rule 29 of the “Planning Commission Rules of Procedure (Jan. 2011 Edition)”
14 is hereby amended so as to read in its entirety as follows:

15
16 **Rule 29. Continuance of Hearing**

17
18 **Continuances of a scheduled hearing of the Commission may be granted for**
19 **good cause as described in this Rule, or upon the Commission’s own**
20 **initiative.**

21
22 **A motion for a continuance by an applicant must be timely. For purposes of**
23 **this Rule, “good cause” may include, but is not limited to: (i) the**
24 **unavailability of the applicant, the applicant’s attorney, the applicant’s**
25 **architect, or other key person necessary for the proper presentation of the**
26 **applicant’s application before the Commission; (ii) a showing that more time**
27 **is necessary to obtain relevant information related to the applicant’s**
28 **application; (iii) a showing that more time is legitimately necessary to allow**
29 **adequate preparation for the hearing; or (iv) the complexity of the project**
30 **requires additional scrutiny and discussion by the planning commission.**
31 **“Good cause” normally shall not include the failure of an attorney or a party**
32 **to prepare for the hearing.**

33
34 **Before a hearing is convened, the Chair or the Director may continue a**
35 **hearing. Once a hearing is convened, only the Commission may continue a**
36 **hearing.**

37
38 **The Director shall notify applicant of a continuance granted outside of a**
39 **meeting of the Commission.**

40
41 ~~The Commission may continue any hearing, upon timely request, for good cause~~
42 ~~shown, or upon its own initiative.~~ If a hearing is continued to a date certain, it
43 shall not be necessary to re-notice the hearing; it shall be conclusively presumed
44 that all interested parties are aware of the continuation of the hearing. If any
45 hearing is continued without a date certain being specified, it shall be necessary to

1 re-notice the hearing in the same manner as the original notice of hearing was
2 given.

3
4 Section 2. Except as amended by this resolution, the Rules shall continue in full
5 force and effect.

6
7 Section 3. The Planning Commission finds, determines and declares that this
8 resolution was duly adopted by the affirmative vote of a majority of the quorum of the
9 Planning Commission who were present at a regular or properly called special meeting
10 that included the amendment of the Rules as one of the stated purposes of the meeting.

11
12 Section 4. This resolution is effective upon adoption.

13
14 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2018.

15
16 TOWN OF BRECKENRIDGE PLANNING
17 COMMISSION

18
19
20 By: _____
21 Chair

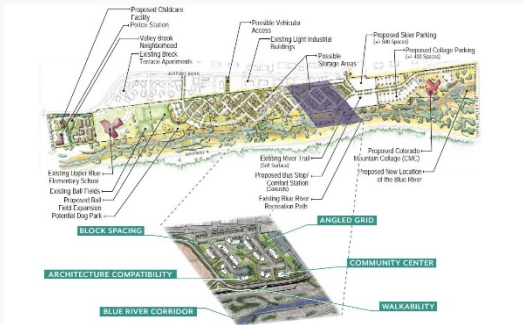
22 ATTEST:

23
24
25
26 _____
27 Secretary



TOWN OF BRECKENRIDGE TOWN COUNCIL

Summary of the June 5 Meeting



Welcome to the Town of Breckenridge's newsletter summarizing our latest Town Council Meeting. Our goal is to get the best information to our citizens about what happens during Town Council. Please provide us with feedback on how we can best serve you. We hope to see you at the meetings.

Manager's Report

Public Projects

- Next week, the contractor will install the Syncline sculpture. The sculpture will be set with a crane on June 8th. Final masonry work around the sculpture will be completed the week of June 11th.

Parking and Transportation

- **Parking Update:** The South Gondola lot is being prepared for paid parking to begin on June 1st (7 kiosks installed for summer). The lot will be prepped and painted the week prior. The cost for parking there is a \$10 flat rate to match the North Gondola prices. Employee permits will be valid in the south lot.
- **Electric Bus Update:** Town is working towards getting two electric buses for the next winter season. The Town is applying for a federal grant through CDOT called LONO (low or no emissions) and will hear in September about the LONO funding which can be used for buses and/or charging infrastructure.

Housing & Childcare

- **Carriage House Refresh Update:** A working group of Carriage House Board members along with Elisabeth Lawrence has been formed. They will be meeting monthly to guide this project to completion. The old tile flooring has been updated in classrooms with the kitchen and bathroom flooring being completed in early May.

Planning Matters

Block 11 Housing

- Block 11 design team reviewed the overall plan for Block 11 with the Council and presented design details for the next housing development which is currently referred to as the Block 11 Apartments. Vertical construction is slated to begin in spring of 2019.
- The Block 11 Apartments include ninety-six apartments in ten buildings, a community building, & a significant central open space. The units include small micro units (400 sf +/-), one bed/ two-bed units. All units include washer/dryer, full-size kitchens, & extra storage closets.
- The focus is on creating a liveable site plan/community with considerations of storage, view corridors, access to the riverfront, walkability, and ease of transit use. The architecture will continue to incorporate natural elements, gables, porches, and conceal rear parking.
- Council Discussion: The council expressed a desire to see more microunits incorporated into the plan.

McCain Master Plan/ School District Parcel

- To identify an acceptable Summit School District site, Community Development, Open Space/Trails, and Public Works staff have been coordinating to modify the previous plan for the McCain Property. The School District will be allocated a rectangular parcel of the McCain site that is 10 acres.

TDR Discussion

- Breckenridge currently transfers one unit of Town-owned density for every four units of deed-restricted housing built. Using a 1:2 TDR ratio would still leave density available for other purposes and would be consistent with the County's TDR ratio policy. The council will move forward with the 1:2 ratio.

SustainableBreck Annual Report and Council Goals

- Staff presented the 2017 Sustainability Report that featured a summary of the myriad of SustainableBreck efforts across Town. [Residents are encouraged to check out the full, robust report here.](#)
- Some 41 percent of all Breckenridge workers prefer taking alternative modes of transportation (e.g., walking, transit) to work, which greatly exceeds national and state averages. This percentage of workers dropped 4 percent from the previous year, probably due to general economic conditions and lower gas prices.
- Days of traffic congestion decreased to 26 days of manual traffic control for the 2017/2018 winter season, down from 30 days in the previous year.
- Breckenridge's yearly per capita water production decreased 50 % between 2000 and 2017.
- Solid waste generation continues to be an area in need of improvement, including the waste diversion/recycling rate. The Town is actively working towards addressing this issue, with a "Save as You Recycle" program being seriously considered for implementation.

Regular Council Meeting

- **Thaemert Development Agreement (First Reading):** Development agreement would result in a minimum of 16 new apartments that will be rent and employment restricted. These units will be developed by the private sector and not the Town. The Developer intends to execute a master lease with a local employer and it is likely that 100% of the units could house local employees pursuant to that master lease.
- **Special Event Ordinance Amendment (First Reading):** Ordinance changes feature removing the requirement for submittal of a special event application more than forty-five (45) days before an event. The minimum time requirement has been changed to ninety (90) days. Addition of a statement noting that applications submitted after the established deadline, without good cause, will be subject to a late fee. Addition of language allowing for the display of signage without the need for a separate permit/approval from Community Development.
- **Reimbursement Resolution Resolution:** This resolution indicates the Town's intent to fund Block 11 with future debt proceeds, an anticipated COP in the estimated amount of \$25M.
- **Amending the Deadline for Accepting Amended Deed Restrictions:** This resolution would modify the 2017 Resolution to extend the deadline by two months to August 1, 2018, and add flexibility to allow changes even beyond August 1st subject to approval by the Town Manager.

Other Matters

- **Rock Hauling Operations on Tiger Road:** Citizens that reside on Tiger Road came to Council to discuss truck traffic and the impacts on the community. A 4-year agreement involving the Swan River restoration is generating rock hauling traffic. The Town has sent Breck PD out to get counts with the highest hourly count of over 30 trucks an hour. There are high decibel levels but not over what the Town ordinance states. 35 MPH on Tiger Road on Town section and Council is considering lowering the speed limit to 25 MPH for vehicles over 10,000 lbs. A private company wants a permit for rock crushing operation on-site. Residents feel this will generate more traffic. The permit was denied by County Planning but the company will appeal to County Commissioners on June 12. Council will submit a letter to the BOCC encouraging them to uphold the denial of the permit.