



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting

Tuesday, June 26, 2018, 7:00 PM

Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

*Report of the Town Manager, Report of the Mayor and Council Members, Scheduled Meetings, and Other Matters are topics listed on the 7:00 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - JUNE 5, 2018

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

A. CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2018 - PUBLIC HEARINGS

1. *COUNCIL BILL NO. 14 SERIES 2018 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH M. K. DEVELOPMENT CORPORATION, A COLORADO CORPORATION*
2. *COUNCIL BILL NO. 15, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2018

1. *COUNCIL BILL NO. 16, SERIES 2018 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH LIONHEART BGV VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY*
2. *COUNCIL BILL NO. 17, SERIES 2018 - AN ORDINANCE AMENDING POLICY 3 (ABSOLUTE) (“DENSITY/INTENSITY”) OF SECTION 9-1-19 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE DEVELOPMENT CODE,” CONCERNING THE AMOUNT OF DENSITY TO BE TRANSFERRED BY THE TOWN IN CONNECTION WITH THE DEVELOPMENT OF AN ATTAINABLE WORKFORCE HOUSING PROJECT; AND MAKING A CONFORMING AMENDMENT TO THE BRECKENRIDGE TOWN CODE*

B. RESOLUTIONS, SERIES 2018

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

A. CAST/MMC (MAYOR MAMULA)

B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BERGERON)

C. BRECKENRIDGE TOURISM OFFICE (MS. WOLFE)

D. BRECKENRIDGE HERITAGE ALLIANCE (MS. GIGLIELLO)

E. WATER TASK FORCE (MR. GALLAGHER)

F. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)

G. BRECKENRIDGE EVENTS COMMITTEE (MS. GIGLIELLO)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR JUNE AND JULY

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of June 5, 2018 to order at 7:08 pm. The following members answered roll call: Mr. Carleton, Mr. Bergeron, Ms. Lawrence, Ms. Gigliello, Ms. Wolfe, Mr. Gallagher and Mayor Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES - MAY 22, 2018

With no changes or corrections to the meeting minutes of May 22, 2018, Mayor Mamula declared they would stand approved as submitted.

III) APPROVAL OF AGENDA

Mr. Holman stated there were two changes to the agenda which were, under the report of the Town Manager and Staff, to conclude the TDR and Tiger Road discussions, and to add a second executive session at the end of the meeting. Mayor Mamula declared the agenda approved with these changes.

IV) COMMUNICATIONS TO COUNCIL

A) CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Mamula opened Citizen's Comment.

Ms. Carol Rockne, a Breckenridge resident, stated employee housing is a Breckenridge asset, and she is assuming that the deed restrictions for new properties will be for Breckenridge employees. Mayor Mamula stated the lottery for those housing units is for anyone who works in the Upper Blue Basin, and is not specifically for Breckenridge employees, but it does include them.

Mr. Wren Arbuthnot, representing Summit Youth Hockey and the Breckenridge Bolts, stated the Rocky Mountain Junior Hockey League is folding, so the team will be dormant this year with the intent to play in the future. He also stated goal-tending coaches from all over the world came to Breckenridge for a retreat this year, and he would like the Town to show support for this event in 2019. Mr. Arbuthnot also thanked the staff at the Ice Arena for their assistance this year.

There were no additional comments and Citizen's Comment was closed.

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Ms. Lucy Kay, Director of the BTO, stated summer is looking good and pacing ahead of last year. She further stated WAVE was very successful this year, with lodging up from last year and many day visitors. Ms. Kay stated June 8-9 will see the kickoff of Ride the Rockies in Breckenridge, with their return on June 17-18. Ms. Kay stated the International POW WOW event in Denver resulted in a FAM and promotional opportunities for Breckenridge through sponsorship. Ms. Kay stated the annual meeting is scheduled for June 14, and the expectations research presentation will take place after that.

C) BRECKENRIDGE SKI RESORT UPDATE

Mr. Buhler, COO of Breckenridge Ski Resort, stated Epic Discovery opens on Friday and will be completely open this year, including trails for biking, Jeep tours and hiking. He further stated Town cleanup was successful, and the Ski Resort mountain cleanup will take place on June 23rd. Mr. Buhler stated Epic Promise is looking for other opportunities to support the community, and Vail Resorts has final approvals for the Wintergreen project.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2018 - PUBLIC HEARINGS

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2018

1) COUNCIL BILL NO. 14, SERIES 2018 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH M.K. DEVELOPMENT CORPORATION, A COLORADO CORPORATION

Mayor Mamula read the title into the minutes. Mr. Berry stated the Town has received a request for a development agreement for the Thaemert Development. Ms. Laurie Best stated the clarification requested by Council during the work session is regarding the deed restrictions for employment and short-term leasing in 16 units of the development. The applicant then explained the purpose of the Master Lease for the property. Mr. Bergeron clarified that even with a yes vote on the first reading Council will have the opportunity to vote on the second reading as well.

Mayor Mamula opened the public hearing. There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 14, SERIES 2018 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH M.K. DEVELOPMENT CORPORATION, A COLORADO CORPORATION. Ms. Gigliello seconded the motion.

The motion passed 7-0.

2) COUNCIL BILL NO. 15, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 14 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS

Mayor Mamula read the title into the minutes. Ms. Shannon Haynes stated this ordinance would amend the Special Events ordinance to make minor changes, including the clean-up of the ordinance, adding time between the event and the application deadline (changed to 90 days), instituting a late fee, and the permitting of signs as part of the approval process instead of working separately through the Community Development Department.

Mayor Mamula opened the public hearing. There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve COUNCIL BILL NO. 15, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 14 OF THE BRECKENRIDGE TOWN CODE CONCERNING SPECIAL EVENTS. Ms. Wolfe seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2018

1) RESOLUTION NO. 10, SERIES 2018 - A RESOLUTION EXPRESSING THE INTENT OF THE TOWN TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO CERTAIN CAPITAL EXPENDITURES ASSOCIATED WITH THE FINANCING OF AN AFFORDABLE HOUSING COMPLEX

Mayor Mamula read the title into the minutes. Mr. Brian Waldes, Finance Director, stated this resolution declares our intent to issue debt that will be reimbursed.

Mayor Mamula opened the public hearing. There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve RESOLUTION NO. 10, SERIES 2018 - A RESOLUTION EXPRESSING THE INTENT OF THE TOWN TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO CERTAIN CAPITAL EXPENDITURES ASSOCIATED WITH THE FINANCING OF AN AFFORDABLE HOUSING COMPLEX. Ms. Gigliello seconded the motion.

The motion passed 7-0.

2) RESOLUTION NO. 11, SERIES 2018 - A RESOLUTION AMENDING RESOLUTION NO. 32 SERIES 2017 BY EXTENDING THE DEADLINE FOR PROPERTY OWNERS TO ACCEPT THE TOWN'S "AMENDED AND RESTATED RESIDENTIAL HOUSING COVENANT AND NOTICE OF LIEN."

Mayor Mamula read the title into the minutes. Mr. Holman stated this resolution would change the deadline for amending restrictive covenants from June to August, and possibly beyond that date at the Town Manager's discretion.

Mayor Mamula opened the public hearing. There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve RESOLUTION NO. 11, SERIES 2018 - A RESOLUTION AMENDING RESOLUTION NO. 32 SERIES 2017 BY EXTENDING THE DEADLINE FOR PROPERTY OWNERS TO ACCEPT THE TOWN'S "AMENDED AND RESTATED RESIDENTIAL HOUSING COVENANT AND NOTICE OF LIEN." Ms. Lawrence seconded the motion.

The motion passed 7-0.

C) OTHER

VII) PLANNING MATTERS

A) PLANNING COMMISSION DECISIONS

Mayor Mamula declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman reminded Council about the employee summer kickoff BBQ at Carter Park tomorrow. He also stated that if Council has pictures they'd like staff to use, to please send them to Haley.

Mr. Holman stated Council needs to discuss how they would like to proceed on the Tiger Road discussion from Work Session. Council agreed they would like to try to influence the Board of County Commissioners by writing a letter, and Mayor Mamula stated he would like to look to change the speed limit on the road, and look at our contract for work in that area as well. Mr. Holman stated the Swan River Restoration project is a joint project with the County. Ms. Wolfe asked if we haul on Saturday, and if we could ask the BOCC to restrict the operation on that day? The Mayor also stated he would like to ask the BOCC if the County can change the speed on their section of road as well? Ms. Lawrence asked if we can enforce covering the trucks on our section of road? Mr. Holman stated yes, we can enforce that.

Mr. Gallagher stated he thinks a message that comes from this body will be effective, and asked the Council if they should consider a resolution. He also recommended that Council should propose solutions that help resolve the problem.

Mr. Holman stated staff will draft a letter from the Council. He further stated ex parte contact is a concern for this active application, and Mr. Berry stated someone from the Town Council should try to attend the hearing next Tuesday. Mr. Gallagher and Ms. Lawrence stated they would attend the hearing. Council agreed to draft a letter, staff will look into lowering the speed limit on the Town's section of road, and Council will also look at the travel management plan to have a better understanding of that. Mr. Scott Reid stated he believes it will be less than 2 more years to finish our contracted portion of the agreement. Ms. Wolfe asked to have Mr. Holman speak with Mr. Scott Vargo of the County about not working on Saturday and sticking to contracted hours.

Mr. Holman also stated Krystal 93 is looking for story ideas from Council members for come for the winter and stayed for the summer for a series they plan to air.

Regarding the earlier TDR discussion in Work Session, Ms. Lawrence stated she is not supportive of a 1-1 ratio. After some discussion, the majority of Council stated they are in favor of a 1-2 ratio and that this ratio will be consistent with what the County does.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

Cast/MMC

Mayor Mamula stated there was no update.

Breckenridge Open Space Advisory Committee
Mr. Bergeron stated there was no update.

Breckenridge Tourism Office
Ms. Wolfe stated there was no update.

Breckenridge Heritage Alliance
Ms. Gigliello stated the BHA hosted a workshop about what to do with the Briggie House, the Everly House and other historic sites.

Water Task Force
Mr. Gallagher stated there was no update.

Breckenridge Creative Arts
Ms. Lawrence stated WAVE was very successful this year and had good attendance.

Breckenridge Events Committee
Ms. Gigliello stated there was no update.

X) OTHER MATTERS

Ms. Wolfe stated there is no recycling at the Golf Clubhouse, and the aluminum cans were going in the trash. Ms. Lawrence stated there have been issues with recycling in the past, and staff worked with the restaurant on it. Council agreed to have staff look into the issue.

Mr. Gallagher stated there is an 8am ribbon cutting at the Golf Clubhouse on Friday.

Ms. Gigliello asked about banners in the summer, and staff responded that north of Valley Brook Road will be banners, and south will be flowers.

Mr. Bergeron stated he is attending the Climate Action Plan meeting tomorrow in Frisco, and also that he saw 5-10 campfires off of Boreas Pass Road over the weekend. Mayor Mamula recommended that if he is concerned, next time he will call dispatch.

Ms. Gigliello asked staff to remove the black tarp by the Welcome to Breckenridge sign on Highway 9.

Ms. Lawrence asked who was going to run the Events Committee meetings with Dick now serving on Council, and he will run it tomorrow and then they will figure it out.

Mr. Gallagher stated he attended the Breckenridge Grand Vacations open house and it was well-attended. He further stated BGV did a good job of clearing up some misconceptions about the project.

Mayor Mamula stated the Yellow Brick Road trail is intersected by a private road that didn't have a permit for excavation, and he would like to try to put pressure on the County to do something about the situation with the owners of the property.

Mayor Mamula stated he spoke to the Mayor of Telluride regarding the horse and carriage situation in Telluride and clarified Breckenridge's situation in not allowing these permits.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR JUNE 2018

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:40pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

DRAFT



Memo

To: Breckenridge Town Council Members
From: Laurie Best-Community Development Department
Date: 6/19/2018 (for 6/26/2018 meeting)
Subject: AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
M.K. DEVELOPMENT CORPORATION, A COLORADO CORPORATION
M.K. Development Agreement-Second Reading

This Development Agreement is scheduled for second reading and public hearing on June 26th. There have been some changes to the Agreement based on Council comments from the first reading on June 5th. These changes are shown in the redlined version that is included in your packet. The substantive changes are:

- Clarification regarding the type and number of deed restricted units, specifically:
 - 16 units will be subject to a restrictive housing covenant that caps the monthly rental rate (not greater than 85% of the AMI) and requires 30 hours per week Summit County employment, and
 - all 32 units will be subject to a restrictive housing covenant that prohibits any rental, occupancy, or lease for a term less than three consecutive months, and
 - all 32 units will be subject to a restrictive housing covenant that prohibits the conversion of the apartments to condominiums or other forms of real estate ownership for individual sale
- Modification to Paragraph 9 regarding fee waivers, specifically only the 16 employee/rent restricted units are eligible for waiver of Town fees, the Developer will pay all fees associated with the other 16 units
- New Paragraph 6 requiring an easement for a bus shelter, specifically prior to the issuance of a Certificate of Occupancy the Developer shall execute and deliver an easement for a bus shelter
- Modification to Paragraph 10 in regard to the Town's First Right of Refusal, specifically to enable the Town to subordinate its First Right of Refusal to a Master Tenant, at the sole discretion of the Town

With these changes, staff believes the Agreement is ready for your consideration. The key elements of the 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 16 rent and employee restricted

- 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:

- build and deed restrict 32 apartments
 - 16 will be rent restricted to 85% AMI and occupancy will be restricted to local employees
 - all 32 will be restricted to no short term rental (less than months)
 - all 32 will be restricted from condo conversion
- comply with other elements of the development code
- provide an easement for a bus shelter
- execute a First Right of Refusal Agreement whereby the Town can acquire the project when/if the Developer sells the property

Recommendation: Staff supports the Development Agreement as presented and recommends approval of the Ordinance on second 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 will actually house local employees. We will be available to discuss the project and answer questions on June 26th.

1 ***FOR WORKSESSION/SECOND READING – JUNE 26***

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3 **MARKED TO SHOW CHANGES FROM FIRST READING**

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5 COUNCIL BILL NO. 14

6
7 Series 2018

8
9 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
10 M. K. DEVELOPMENT CORPORATION, A COLORADO CORPORATION

11
12 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
13 COLORADO:

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

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

21
22 B. The Town owns Lot 1, Denison Placer Subdivision, Town of Breckenridge, County of
23 Summit and State of Colorado; also known as 1930 Airport Road,
Breckenridge, Colorado 80424 (the “**Town’s Property**”).

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

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

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

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

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

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

38
39 I. As the commitments encouraged to be made in connection with an application for a
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 the proposed
3 Development Agreement (the “**Development Agreement**”).

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

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

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

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

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

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

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

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Section 3. Notice of Approval. The Development Agreement shall contain a notice in the form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be published by the Town Clerk one time in a newspaper of general circulation in the Town within fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of Section 24-68-103, C.R.S.

Section 4. Authority to Convey Town Property. At such time as the Town Attorney determines it is appropriate to do so, the Mayor, the Town Manager, or the Assistant Town Manager shall have the power and authority to execute and deliver a deed conveying the Town Property to M. K. Development Corporation, a Colorado corporation. The deed shall acceptable in form and substance to the Town Attorney.

Section 5. Police Power Finding. The Town Council finds, determines, and declares that this ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants thereof.

Section 6. Authority. The Town Council finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

Section 7. Effective Date. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

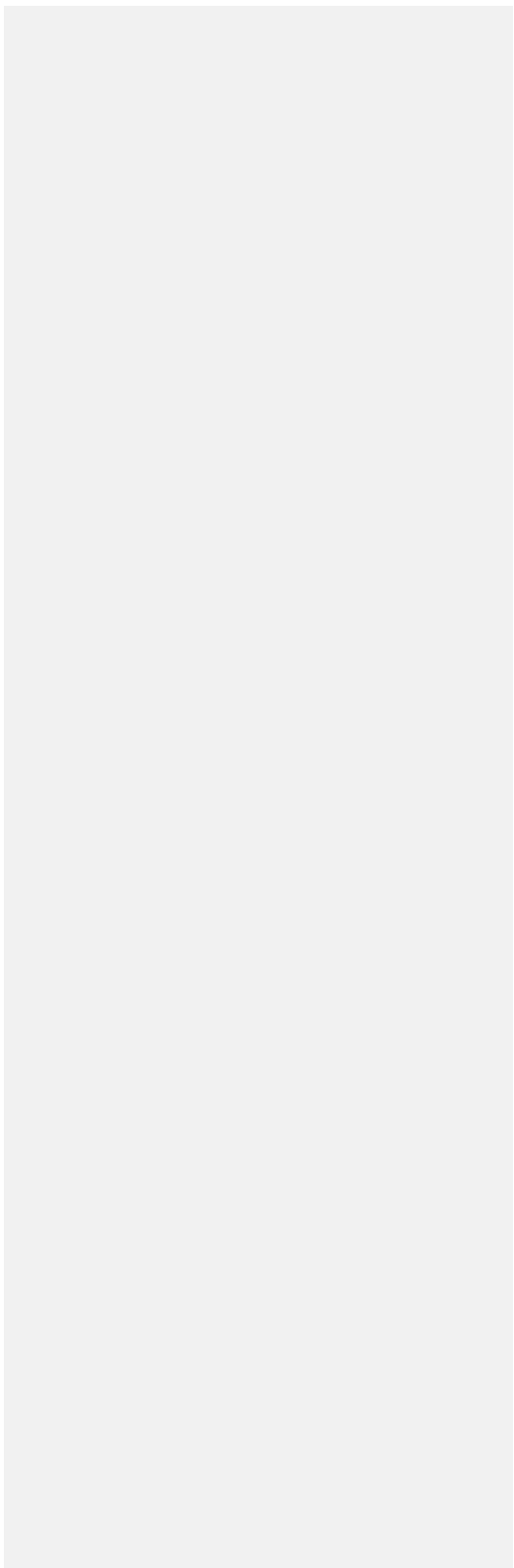
TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

1 ATTEST:

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Helen Cospolich, CMC,
Town Clerk



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

5
6 **REDLINED TO SHOW CHANGES TO 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
21 B. The Town owns Lot 1, Denison Placer Subdivision, Town of Breckenridge, County of
22 Summit and State of Colorado; also known as _____, 1930 Airport Road,
Breckenridge, Colorado 80424 (the “**Town’s Property**”).

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

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

27
28 E. The Developer’s proposed thirty two (32) rental apartments are to be located in two (2)
buildings of three (3) stories each.

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

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

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

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

DEVELOPMENT AGREEMENT

Page 1

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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 Additionally, the Developer has agreed to grant an easement to the Town, at a site mutually
4 acceptable to the Town and Developer, to allow the Town to erect a bus shelter on the site of the
5 proposed development.

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

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

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

28 Agreement

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

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

¹ Chapter 1 of Title 9 of the Breckenridge Town Code

1 Council; (b) Section 9-1-19-4R, "Policy 4 (Relative) Mass," provided that the total mass of the
2 Developer's project shall not exceed 27,000 square feet (including storage and circulation)
3 without the prior approval of the Town Council; and (c) Section 9-1-19-6R, "Policy 6 (Relative)
4 Building Height," provided that the maximum height of the Developer's project as measured
5 pursuant to the Development Code shall not exceed thirty five (35) feet measured from finished
6 grade without the prior approval of the Town Council.

7 3. Further, if the Developer's project fully complies with the requirements of Section 2 of
8 this Agreement, the Planning Commission shall determine the Developer's Class A Development
9 Permit application also complies with the following Absolute Policies of the Town of
10 Breckenridge Development Code: (a) Section 9-1-19-3A, "Policy 3 (Absolute
11 Density/Intensity"; (b) Section 9-1-19-4A, "Policy 4 (Absolute) Mass"; and (c) Section 9-1-19-
12 ~~6R6A~~, "Policy 6 (~~Relative~~Absolute) Building Height."

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

25 5. Prior to the issuance of a Certificate of Occupancy for any apartment in the
26 Developer's approved housing project the Developer shall execute, acknowledge, and deliver to
27 the Town, in a form acceptable to the Town Attorney in his discretion:

28 (i) a restrictive housing covenant encumbering not less than sixteen (16) of the
29 apartments in the Developer's housing project. Such covenant shall provide that:

30 (a) throughout the term of the covenant the encumbered apartments
31 shall be rented to qualified tenants at a monthly rental rate not
32 greater than eighty five percent (85%) of the Area Median Income
33 (AMI) for Breckenridge, Colorado (or if not available, for the Area
34 Median Income for Summit County, Colorado) most recently
35 available immediately prior to such apartment being rented, and

36 (b) a "qualified tenant" must be a person not less than eighteen
37 (18) years of age who is actually employed in Summit County,
38 Colorado at least thirty (30) hours per week on an annual basis
39 during the entirety of the period of his or her occupancy of the
40 apartment;

1 (ii) a second restrictive covenant prohibiting any of the apartments in the Developer's
2 housing project from being rented, leased, or otherwise occupied for a term of less than
3 three (3) consecutive months (i.e., no "short term rental" of any of the apartments in the
4 Developer's housing project); and

5 (iii) a third restrictive housing covenant prohibiting the conversion of any of the
6 apartments in the Developer's housing project to condominiums, or other form of real
7 estate ownership capable of being individually sold, without the prior written approval of
8 the Town Council.

9 ~~5.~~ All of the required restrictive covenants shall not be subordinate to any prior lien
10 or encumbrance of any kind, except the lien of the general property taxes for the year in
11 which the covenants are executed. Each of the three restrictive housing covenants shall
12 provide that it is the intent of such document to create a "consensual lien" within the
13 meaning of Section 38-38-303, C.R.S., sufficient to afford the Town with the right to
14 redeem the Development Parcel from the foreclosure of any mortgage, deed of trust, or
15 other lien or encumbrance in the manner provided by applicable state law.

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16 6. In addition to the requirements of Section 5 of this Agreement, prior to the issuance of
17 a Certificate of Occupancy for any apartment in the Developer's approved housing project the
18 Developer shall execute, acknowledge, and deliver to the Town an easement to allow the Town
19 to construct a bus shelter on the Development Parcel. The location of the easement shall be
20 mutually acceptable to both the Town and the Developer. The form of the easement shall be
21 acceptable to the Town Attorney.

22 ~~6-7.~~ It shall not be a default under the restrictive covenants described in Section 5 of this
23 Agreement, or under this Agreement itself, if the Developer enters into a "~~master lease~~Master
24 Lease" of all of the thirty two (32) apartments in its housing project to a single ~~master~~
25 ~~tenant~~Master Tenant ("Master Tenant") for a term of not less than five (5) years; ("Master
26 Lease"); provided, however, that such ~~master lease~~Master Lease shall require: (i) the ~~master~~
27 ~~tenant~~Master Tenant to rent ~~each~~sixteen (16) of the thirty two (32) apartments at a monthly rental
28 not greater than eighty five percent (85%) of the Area Median Income (AMI) for Breckenridge,
29 Colorado (or if not available, for the Area Median Income for Summit County, Colorado) most
30 recently available immediately prior to such apartment being rented; and (ii) each
31 ~~tenant~~subtenant of the ~~thirty two (32)~~sixteen (16) apartments shall be actually employed in
32 Summit County, Colorado at least thirty (30) hours per week on an annual basis during the
33 entirety of the period of his or her occupancy of the apartment. The Master Lease shall also
34 prohibit any of the thirty two (32) apartments from being subleased for a term of less than three
35 (3) consecutive months (i.e., no "short term rental" of any of the thirty two (32) apartments). At
36 any time that the thirty two (32) apartments are not subject to a ~~master lease~~Master Lease as
37 provided in this Section 6, the provisions of the restrictive covenants described in Section 5 shall
38 apply and shall control the rental and occupancy of all of the encumbered apartments in the
39 Developer's housing project described in such covenants.

Field Code Changed

40 ~~7-8.~~ Prior to the issuance of a building permit for the construction of the Developer's
41 approved housing project as described herein the Town shall execute appropriate documentation

Field Code Changed

1 transferring not more than 5.27 SFE(s) of density to the site of the Developer's project, at no cost
2 to the Developer; provided that such density shall be used only in connection with the
3 construction of the Developer's approved housing project.

4 ~~8-9.~~ The Town agrees to waive all Town building, development, affordable housing
5 impact, and permitting fees of any type associated with the construction of the ~~Developer's~~
6 ~~proposed apartment housing project, sixteen (16) (or more) of the Developer's rental units in the~~
7 ~~Developer's proposed apartment housing project that will be encumbered under the restrictive~~
8 ~~housing covenant described in Section 5(i) of this Agreement, including, but not limited to water~~
9 ~~plant investment fees (PIFs). Developer will pay all Town building, development, affordable~~
10 ~~housing impact, and permitting fees of any type associated with all of the remaining rental units~~
11 ~~in the Developer's apartment housing project, including, but not limited to water plant~~
12 ~~investment fees (PIFs).~~ The Town also agrees that the infrastructure and site work, including
13 deep utilities, grading, construction of storm water management systems, and mass excavation
14 may commence prior to issuance of the building permit subject to approval by the Town
15 Engineer.

16 9-10. Concurrently with the conveyance of the Town's Property to the Developer, the
17 Town and the Developer shall enter into a Right of First Refusal agreement providing that: (i) if,
18 at any time, the Developer shall receive an offer for the purchase of the Development Parcel, or
19 any portion thereof, which the Developer intends to accept, the Developer agrees not to accept
20 such offer or make any contract of sale with respect to said property without first giving the
21 Town the right to acquire such property upon the same terms and conditions contained in such
22 offer of purchase; (ii) the Developer shall give to the Town written notice of the terms and
23 conditions of such offer, together with a copy of the offer; (iii) if the Town fails to enter into a
24 contract with the Developer upon the same terms and conditions as those proposed to the
25 Developer by the party making the offer within thirty (30) calendar days after its receipt of such
26 notice then the Developer shall have the right, and shall be at liberty, to sell said property to the
27 party making the offer; and (iv) if, for any reason, said property is not sold to such party, notice
28 of any subsequent offer received by the Developer shall be given to the Town upon the same
29 terms and conditions for acceptance or rejection as hereinabove provided. The Town's Right of
30 First Refusal agreement shall not be subordinate to any other Right of First Refusal agreement
31 with respect to the Developer's rental housing project; provided, however, that the Town may, in
32 its discretion, agree that its Right of First Refusal agreement shall be subordinate to a Right of
33 First Refusal agreement between the Developer and a Master Tenant. As to any Right of First
34 Refusal agreement that the Town agrees is superior to the Town's Right of First Refusal
35 Agreement, if the Master Tenant fails to purchase the Developer's housing project pursuant to a
36 Right of First Refusal Agreement then the Town's Right of First Refusal Agreement shall apply.
37 The form of the Right of First Refusal Agreement shall be subject to the reasonable approval of
38 both the Town and the Developer.

39 ~~10-11.~~ For the reasons set forth above, the Town Council of the Town of Breckenridge
40 finds, determines, and declares that the conveyance of the Town Property to the Developer for
41 use in the construction of the Developer's proposed apartment housing project as more fully set
42 forth herein will provide a public benefit and further a public purpose within the meaning of
43 Article 11, Section 2 of the Colorado Constitution. The Town Council further finds, determines,

DEVELOPMENT AGREEMENT

1 and declares that the Town of Breckenridge will receive adequate consideration in return for its
2 conveyance of the Town Property to the Developer for use in the construction of the Developer's
3 proposed housing project.

4 ~~11.12.~~ Except as provided in Section 24-68-105, C.R.S. and except as specifically
5 provided for herein, the execution of this Agreement shall not preclude the current or future
6 application of municipal, state or federal ordinances, laws, rules or regulations to the
7 Development Parcel (collectively, "laws"), including, but not limited to, building, fire, plumbing,
8 engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision
9 Standards and other land use laws, as the same may be in effect from time to time throughout the
10 term of this Agreement. Any development of the real property which is the subject of this
11 Agreement shall be done in compliance with the then current laws of the Town.

12 ~~12.13.~~ Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
13 the Town to adopt or amend any Town law, including, but not limited to the Town's: (i)
14 Development Code, (ii) Land Use Guidelines, (iii) Master Plan/Comprehensive Plan, and (iv)
15 Subdivision Standards.

16 ~~13.14.~~ This Agreement shall run with the land and shall be binding upon and inure to the
17 benefit of the Town and the Developer, its successors and permitted assigns.

18 ~~14.15.~~ Prior to any action against the Town for breach of this Agreement, the Developer
19 shall give the Town a sixty (60) day written notice of any claim by the Developer of a breach or
20 default by the Town, and the Town shall have the opportunity to cure such alleged default within
21 such time period.

22 ~~15.16.~~ The Town shall not be responsible for and the Developer shall not have any
23 remedy against the Town if development of the Development Parcel is prevented or delayed for
24 reasons beyond the control of the Town.

25 ~~16.17.~~ Actual development of the Development Parcel shall require the issuance of such
26 other and further permits and approvals by the Town as may be required from time to time by
27 applicable Town ordinances.

28 ~~17.18.~~ No official or employee of the Town shall be personally responsible for any actual
29 or alleged breach of this Agreement by the Town.

30 ~~18.19.~~ The Developer agrees to indemnify and hold the Town, its officers, employees,
31 insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on
32 account of injury, loss, or damage, including without limitation claims arising from bodily
33 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any
34 kind whatsoever, which arise out of or are in any manner connected with such benefits under this
35 Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be
36 caused in whole or in part by, the negligent or wrongful intentional act or omission of the
37 Developer, any subcontractor of the Developer, or any employee, representative, or agent of the
38 Developer or of any subcontractor of the Developer, or which arise out of any worker's

DEVELOPMENT AGREEMENT

1 compensation claim of any employee of the Developer, or of any employee of any subcontractor
2 of the Developer; except to the extent such liability, claim or demand arises through the
3 negligent or intentional act or omission of the Town, its officers, employees, or agents. The
4 Developer agrees to investigate, handle, respond to, and to provide defense for and defend
5 against, any such liability, claims, or demands to which the Developer's indemnification
6 obligations hereunder apply, at the sole expense of the Developer. The Developer also agrees to
7 bear all other costs and expenses related thereto, including court costs and attorney's fees. The
8 Developer's indemnity obligation under this Section ~~18~~19 shall survive the expiration or
9 termination of this Agreement and shall be fully enforceable thereafter, subject to any applicable
10 statute of limitation.

11 ~~19-20.~~ If any provision of this Agreement shall be invalid, illegal or unenforceable, it
12 shall not affect or impair the validity, legality or enforceability of the remaining provisions of the
13 Agreement.

14 ~~20-21.~~ This Agreement constitutes a vested property right pursuant to Article 68 of Title
15 24, Colorado Revised Statutes, as amended.

16 ~~21-22.~~ Within fourteen (14) days following the final adoption of the ordinance approving
17 this Development Agreement, the Town Clerk shall cause to be published one time in a
18 newspaper of general circulation within the Town a notice satisfying the requirements of Section
19 9-9-13 of the Development Code. The costs of publication of such notice shall be paid by the
20 Developer.

21 ~~22-23.~~ No waiver of any provision of this Agreement shall be deemed or constitute a
22 waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless
23 expressly provided for by a written amendment to this Agreement signed by the Town and the
24 Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any
25 subsequent default or defaults of the same type. The Town's failure to exercise any right under
26 this Agreement shall not constitute the approval of any wrongful act by the Developer or the
27 acceptance of any improvements.

28 ~~23-24.~~ This Agreement shall be recorded in the office of the Clerk and Recorder of
29 Summit County, Colorado. The cost of recording this Agreement shall be paid by the Developer.

30 ~~24-25.~~ Nothing contained in this Agreement shall constitute a waiver of the Town's
31 sovereign immunity under any applicable state or federal law.

32 ~~25-26.~~ Personal jurisdiction and venue for any civil action commenced by either party to
33 this Agreement shall be deemed to be proper only if such action is commenced in District Court
34 of Summit County, Colorado. The Developer expressly waives its right to bring such action in or
35 to remove such action to any other court, whether state or federal.

36 ~~26-27.~~ Any notice required or permitted hereunder shall be in writing and shall be
37 sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed
38 as follows:

DEVELOPMENT AGREEMENT

1 If To The Town: Rick G. Holman, Town Manager
2 Town of Breckenridge
3 P.O. Box 168
4 Breckenridge, CO 80424
5

6
7 With A Copy (which
8 shall not constitute
9 notice to the Town) to: Timothy H. Berry, Esq.
10 Town Attorney
11 P.O. Box 2
12 Leadville, CO 80461
13

14 If To The Developer: M.-K. Development Corporation
15 Attn.: Kenneth P. Thaemert
16 P.O. Box 1877
17 Breckenridge, CO 80424
18

19 Notices mailed in accordance with the provisions of this Section ~~26~~27 shall be deemed to have
20 been given upon delivery. Notices personally delivered shall be deemed to have been given upon
21 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
22 Colorado Rules of Civil Procedure for service of civil process.
23

24 27-28. This Agreement shall be interpreted in accordance with the laws of the State of
25 Colorado without regard to its conflict of laws rules that might require it to be interpreted in
26 accordance with the laws of any state other than the State of Colorado.

27 29. The Developer may not assign or transfer its rights under this Agreement without the
28 prior, written approval of the Town, which approval may be granted, withheld, or conditionally
29 approved in the Town's sole and absolute discretion.

30 28-30. 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.

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38 [SIGNATURE ~~AND ACKNOWLEDGMENT~~ PAGES FOLLOW]
39

DEVELOPMENT AGREEMENT

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

1
2
3
4 STATE OF COLORADO)
5) ss.
6 COUNTY OF SUMMIT)

7
8 The foregoing instrument was acknowledged before me this ____ day of
9 _____, 2018 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC,
10 Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

11
12 WITNESS my hand and official seal.

13
14 My commission expires: _____.

15
16
17
18 _____
19 Notary Public

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DEVELOPER:

M.-K. DEVELOPMENT CORPORATION, a Colorado corporation

By: _____
President

ATTEST:

Its Secretary

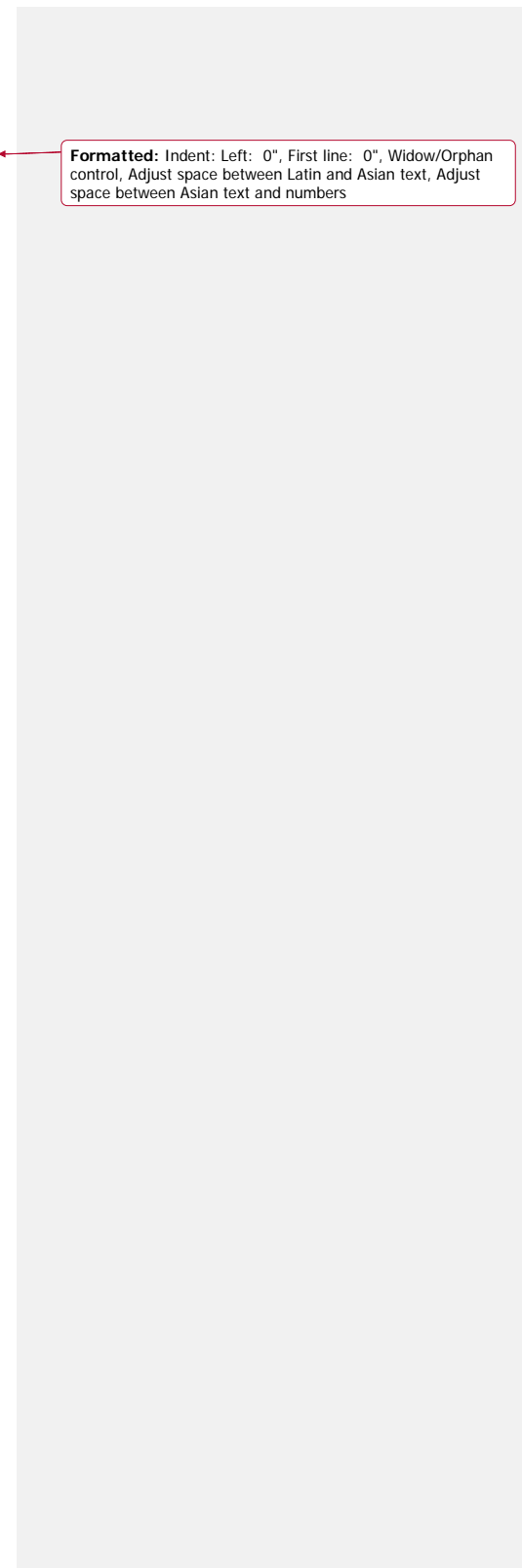
STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

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

1800-505\Development Agreement_4(06-19-18)(redlined vs. May 23, 2018)



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Memo

To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 6/20/2018
Subject: Special Events Ordinance Changes

The second reading of the revised Special Events Ordinance is scheduled for your meeting on June 26th. There is one additional change to the ordinance from first reading.

Language has been added to allow an application, submitted after the established deadline, without good cause, to be denied.

I will be happy to discuss this matter with you on Tuesday.

1 **FOR WORKSESSION/SECOND READING – JUNE**
2 **26TH**

3
4 Additions To The Current Breckenridge Town Code Are
5 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

6
7 COUNCIL BILL NO. ____

8
9 Series 2018

10
11 AN ORDINANCE AMENDING CHAPTER 13 OF TITLE 4 OF THE BRECKENRIDGE
12 TOWN CODE CONCERNING SPECIAL EVENTS

13
14 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
15 COLORADO:

16
17 Section 1. Section 4-13-6 of the Breckenridge Town Code is amended to read as follows:

18
19 4-13-6: EXCEPTIONS:

20
21 The requirements of this chapter shall not apply to:

- 22
23 A. An indoor special event of any kind;
24 ~~B. A special event held by the town;~~
25 ~~C. B.~~ An event held at Carter Park, Kingdom Park, or the town’s multipurpose
26 fields contracted through the recreation department and constituting
27 “normal or regular” use of those town facilities; or
28 ~~D. C.~~ An event protected by either the first amendment to the United States
29 constitution or by the Colorado constitution; provided, however, that a
30 person staging, holding, presenting, or conducting such an event shall
31 submit an application and obtain a permit pursuant to this chapter, but
32 there shall be no fee required and the deadline for submission of an
33 application as provided in subsection 4-13-7B of this chapter does not
34 apply to such an application. The town manager may also modify any
35 other requirement of this chapter with respect to such an application if
36 necessary to comply with applicable law.

37
38 Section 2. Section 4-13-7(B) of the Breckenridge Town Code is amended to read as
39 follows:

- 40
41 B. An application for a special event permit shall be filed with the town manager
42 ~~not less than forty five (45) days nor more than three hundred sixty five (365)~~

1 days before the special event is proposed to begin **within the timeframe**
2 **specified in the administrative rules and regulations promulgated by the**
3 **town manager pursuant to Section 4-13-26.** The town manager may waive the
4 minimum ~~forty five (45) day~~ filing period and accept an application filed within a
5 shorter time period if, after due consideration of the date, time, place, and nature
6 of the special event, the anticipated number of participants, and the town services
7 required in connection with the special event, the town manager determines that
8 sufficient time exists for the proper investigation and review of the application;
9 that the waiver will not present a hazard to public health, safety or welfare; and
10 that the waiver will not create a substantial burden on the town's staff or financial
11 resources. **Applications received after the established deadline may be subject**
12 **to denial or a late fee.**

13 Section 3. Section 4-13-9(B) of the Breckenridge Town Code is amended to read as
14 follows:
15

16 B. Within thirty (30) days of receipt of a completed application those town
17 departments and other referral agencies described in subsection A of this section
18 shall provide the town manager with comments concerning the application. If an
19 application is accepted by the town manager less than ~~forty five~~ **ninety (45~~90~~)**
20 days before the proposed special event is to be held, the town departments and
21 other referral agencies shall use their best efforts to provide the town manager
22 with their comments in a timely manner so that the town manager will have the
23 comments before making a decision on the application.
24

25 Section 4. Section 4-3-11 of the Breckenridge Town Code is amended by the addition of
26 a new Section F, which shall read as follows:
27

28 **F. Notwithstanding chapter 2 of title 8 of this code, a permit issued under this**
29 **chapter may authorize the permittee to display signage in connection with the**
30 **holding of the special event for which the permit is issued.**
31

32 Section 5. Section 4-13-16 of the Breckenridge Town Code is amended to read as
33 follows:
34

35 4-13-16: NOTICE OF DECISION:
36

37 The town manager shall notify the applicant of the town manager's decision on
38 the application within three (3) business days of rendering the decision. Notice
39 shall be given by e-mailing a copy of the town manager's decision to the applicant
40 ~~by regular mail, postage prepaid,~~ at the **electronic mail** address shown in the
41 application. Notice is deemed to have been properly given upon the **e-mailing of**
42 **the town manager's decision.**
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500-272\2018\ Special Events Ordinance Amendment (05-01-18)



Memo

To: Breckenridge Town Council Members
From: Chris Kulick, AICP, Planner III
Date: 6/26/2018
Subject: East Peak 8 Parcel (1599 Ski Hill Road) - Lionheart BGV Ventures Hotel Development Agreement Request

The Town Council received a new Development Agreement request for the property located at 1599 Ski Hill Road, known as the Breckenridge Ski Resort Administration Property which is the last development parcel in the Peak 7 & 8 Master Plan. This proposal, although substantially similar to the previous Development Agreement request, proposes several added community benefits.

The density for this request is proposed to be transferred to the property from the Vail Resorts owned Gondola Lots instead of the Town and County's TDR program.

Proposal Summary

The proposal is to construct a wholly-owned for sale condominium project (110,000 square feet) as well as a four star, flagged luxury hotel containing approximately 150 rooms, common area and associated amenities. With the proposed Development Agreement from the applicant attached, the applicant, Lionheart BGV Ventures, is requesting:

- Transfer of up to 58 Residential SFEs (69,600 sq. ft. for condo or 80,040 sq. ft. of hotel, depending on specific use) and 2 Commercial SFEs (2,000 sq. ft. Commercial) from the density included under the Gondola Lots Master Plan. This square footage would be in addition to the existing entitled density on the site of 71.6 Residential SFEs, 8.8 Commercial SFEs and 3.9 Guest Services SFEs, bringing it to an estimated total of 176,202 sq. ft., excluding additional Guest Services square footage and parking garage.
- Commence infrastructure improvements including demolition of the current administration building, relocation of deep utilities, construction of storm water management systems, and mass excavation during the spring and summer of 2019 prior to the issuance of a building permit.
- Allow one or more temporary structures accommodating Owner's administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort to be placed in locations acceptable to Owner, Developer and Town on the Sale Parcel or elsewhere within the Property as determined by Owner and Developer and maintained in such locations until the proposed Guest Services Spaces are completed and ready for occupancy by Owner
- Establish building height regulations that are in accordance with the Master Plan:

The proposed community benefits for the above requests is listed below. Items identified in **bold** are additional proposed community benefits from the previous request.

- \$125,000 toward the continued preservation of Cucumber Gulch or other public benefits as determined by the Town Council.

- Provide employee housing restrictions on 20,000 square feet of existing residential units, which is in excess of but will include the amount of such employee housing required under the Town's Development Code for the Proposed Development.
- Provide approximately 1,500 square feet of space in the Proposed Development for the Breckenridge Outdoor Education Center ("BOEC") to use for lockers, storage and other similar uses.
- Establish with the Town an environmental improvement fund dedicated to drainage and similar improvements to protect the Town's Cucumber Gulch property with a fee of \$2.00 per paid room night to be added to the amount paid for hotel room rentals for a period of 10 years from the date a certificate of occupancy is issued for the hotel component of the Proposed Development.
- Limit the height of the Proposed Development to a maximum height equal to the elevation of the existing east gable of One Ski Hill Place.
- Abandon the right of access to the Sale Parcel from Saw Mill Run Road upon issuance of the final certificate of occupancy for the Proposed Development.
- Master lease the entire Barton Landing Apartments project pursuant to the terms of the Lease previously entered into with Barton Creek Development, LLC, subject to actual completion of such project by Barton Creek Development, LLC.
- Purchase additional shuttles for the BMMA if vehicular traffic exceeds 1,600 trips per day from the development for any single calendar month in the first five years after a certificate of occupancy is issued.

At this point in time the Council's options will be to: approve the proposed agreement, deny the proposed agreement, or refer it to the Planning Commission for their review (essentially this would be a fit test to see if the amount of density requested actually fits on the site).

Previous Fit Test

On January 16, 2018 the Planning Commission held a work session, to conduct a "Fit Test" for the previous Development Agreement request. At the work session the Commission answered questions on several items and the general consensus was the project had a reasonable chance at passing a point analysis. Since this work session, the applicants have revised several elements of the project with the current application to address concerns of the Planning Commission and adjacent neighbors. Based on the applicant's overall positive response to the concerns staff does not recommend this application be referred to the Planning Commission for a "fit test".

Previous Council Review

As noted above this is a new Development Agreement application from the previous request. However, in an effort to show how this application is addressing previous concerns, we have included the Council's list of questions and the applicant's responses (*in italics*) from the February 27th Council meeting. In addition to the Council's questions and applicant's answers to the questions, Staff has provided comments below in **Bold** on how the current application addresses these questions.

Is it possible to get TDRs off of the Gondola Lots for the project?

- *Lionheart/BGV Ventures discussed this possibility with Vail Resorts. At this point in time, Vail Resorts desires to retain the density currently existing on the gondola lots. — In this request, the applicants propose 60 SFEs of additional density, all of which would be transferred from the Gondola Lots Master Plan area.*

- Have you had any discussions with the neighbors on Sawmill Run Rd.?
 - *We have had multiple conversations and exchanged various emails with the neighbors. A meeting is scheduled with several neighbors on 2/24/18. We will be ready to address this topic in the council meeting on 2/27/18. – There have been several public open houses related to the project and negotiations with the neighbors.*
- Can you guarantee the height of the first level (podium)?
 - *Current approximate floor to floor height of the first level is estimated at 18 feet. This is less than half of the height to the roof garden separating buildings 1 and 2 on Grand Colorado. This height measurement is an estimate at this point and will be finalized with our planning commission submittal. The rendering of this level and the break between the buildings can be seen in the attached file. – The applicants have stated the building concept has not changed with this application.*

Staff still has questions related to how the development will appear from Ski Hill Road, as viewed from the north. Staff is concerned the podium may appear more prominent from that location since the grade is lower on that side. Additionally there appears to be a minimal break in the middle of the two main modules. Staff suggests the break be widened to improve the view corridor in that area and make the structure appear as two separate structures. Staff also notes a height of 18' is considered 1.5 stories per Town Code.

- Assurance of a guest shuttle program.
 - *The property will be serviced by the BMMA shuttle program which services One Ski Hill Place, Grand Colorado on Peak 8, Grand Lodge on Peak 7 and Crystal Peak Lodge. – The shuttle service commitment has not changed with this application. Further, the applicants have agreed to purchase additional shuttles for the BMMA if vehicular traffic exceeds 1,600 trips per day from the development for any single calendar month in the first five years after a certificate of occupancy is issued.*
- Provide actual parking numbers.
 - *As proposed, parking will be provided per code (Master Plan) and will include 38 additional flex spaces. The flex spaces will be utilized for commercial and employee parking. No change in parking is proposed with this application.*
- Address the sediment from the 60" pipe.
 - **The applicants have agreed to Establish with the Town an environmental improvement fund dedicated to drainage and similar improvements to protect the Town's Cucumber Gulch property with a fee of \$2.00 per paid room night to be added to the amount paid for hotel room rentals for a period of 10 years from the date a certificate of occupancy is issued for the hotel component of the Proposed Development.**
- Commit to a greater buffer from the Four O'clock Subdivision.
 - *Site buffer has been returned to original proposal of 30 feet at the closest point of the property line. In the attached file titled: Neighbor Tree Buffer, you can see the tree buffer for each neighboring house as well as the distance to each house.*

Staff appreciates the applicant's efforts to improve buffer with the adjacent neighborhoods. However, we would like to see the buildings pulled completely out of the treed area to preserve

all of the existing trees in that area and achieve maximum buffer. - **The applicants have stated the building concept has not changed with this application.**

- Supply a realistic benchmark of hotel staff.
 - **Staffing estimates provided by the applicant have not changed with this application.**
- Provide ownership clean up (i.e. show joint BGV/ Lionheart ownership)
 - *Lionheart/BGV provided a PSA (Purchase and Sale Agreement) amendment to the town staff on 2/15/18. This amendment updated the PSA Purchaser to be in the name of Lionheart BGV Ventures LLC.*
- Be prepared to explain the traffic study.
 - *Updated traffic study and detailed responses to Dale Stein's (Town Engineer) questions provided to the town on 2/15/18. In addition, Curtis Rowe, VP from Kimley Horn & Associates will attend the meetings on 2/27/18 to answer any questions. – An updated traffic study was not part of this application. The only significant circulation change with this application is the elimination of access from Sawmill Run Road.*

Additional Staff Comments

Development Agreement: As of the packet deadline, the applicants and staff are still fine tuning some specific language in the Development Agreement for clarification. All anticipated changes have been verbally agreed upon between the applicants and staff, and will not affect the request or community benefit of the Development Agreement.

Architectural Compatibility: Staff understands the architectural images are preliminary in nature and do not reflect the final architectural character. However, we think it is important to acknowledge there are existing design standards in the Peak 7 & 8 Master Plan that call for a “rustic mountain lodge style” and the use of authentic stone foundations, chimneys and other accent elements, large sheltering roof forms large shaded windows and lap or board and batten siding.

Staff and the applicants will be happy to answer any additional questions pertaining to the proposed Development Agreement at the meeting.

LAW OFFICES
WEST BROWN HUNTLEY PC

100 SOUTH RIDGE STREET, SUITE 204
 POST OFFICE BOX 588
 BRECKENRIDGE, COLORADO 80424
 (970) 453-2901
 WWW.BRECKLAW.COM

FELICE F. HUNTLEY
 ROBERT N. GREGORY
 MEREDITH A. QUINLIVAN
 CARIME A. LEE

STEPHEN C. WEST
 Of Counsel
 JILL D. BLOCK
 Paralegal

June 13, 2018

Rick Holman, Town Manager
 Town of Breckenridge
rickh@townofbreckenridge.com

Peter Grosshuesch, Director
 Department of Community Development
 Town of Breckenridge
peter@townofbreckenridge.com

Re: Development Agreement proposed by Lionheart BGV Ventures, LLC authorizing both an amendment of the Peaks 7 & 8 Master Plan and a development permit based on such amendment

Dear Rick and Peter

In connection with an application to be filed by Lionheart BGV Ventures, LLC (“Applicant”) for an amendment of the Amended Peaks 7 & 8 Master Plan approved by Development Permit PL-2015-0444 on January 12, 2016 (“Master Plan”) as it relates to the area of the Master Plan located east of One Ski Hill Place and representing the remainder of the developable area of Planning Area B, Peak 8 Base (“Property”), the Applicant is requesting that the Town Council approve the attached Development Agreement (“Agreement”). The Agreement would authorize the Town’s Planning Commission, first, to approve an amendment to the Master Plan and, second, to approve a development permit for the Applicant’s proposed project for the Property, neither of which could be approved if various provisions the Town Code were applied to the applications for the proposed amendment and development permit.

The key substantive request from Town Council in the Agreement is the authorization of the transfer to the Property of up to 58 SFEs of density (including up to 2 SFEs of commercial density) by Vail Summit Resorts, Inc. from the density available on the Gondola Lots. The proposed Agreement also includes other less significant authorizations, including the initiation of improvements prior to issuance of a building permit. In terms of the additional commitments encouraged to be made in Section 9-9-4 of the Town Code to the Town in connection with any request for a development agreement, the proposed Agreement contains 8 significant items set forth in Recital J of the Agreement and more fully committed to in Sections 1. (A) through (H) of the proposed Agreement.

Although this is a new application, it is the Applicant's hope that the fit test review previously performed at Town Council's request by Planning Commission, in connection with the prior application for a development permit originally filed in early December of last year, will be sufficient to confirm that the additional SFEs potentially can fit on the Property. Of course, whether the additional density fits on the Property must be determined through the applications for the master plan amendment and a development permit for the improvements in accordance with the terms and conditions of the Master Plan and Development Code, as determined by the Planning Commission and ultimately the Town Council.

The Applicant respectfully requests that this letter be considered as the formal application for consideration of the proposed Agreement. Because no application for a development permit has yet been filed in connection with the proposed Agreement, a separate application fee has been included with this letter in the amount of \$19,565, which is the amount required for a Class A development permit for the project to be proposed if the Agreement is approved, as provided for in Section 9-9-8 of the Town Code. The remainder of the submittal requirements set forth in Section 9-9-9 of the Town Code are complied with as follows: Subsection A is satisfied by the simultaneous delivery to the Town Attorney of a commitment for title insurance showing ownership of the Property to be in the name of Vail Summit Resorts, Inc.; Subsections B and C have been previously satisfied by the submission to the Department of Community Development of a letter dated November 3, 2017 from Vail Summit Resorts, Inc., the owner of the Property, authorizing the Applicant to file applications with respect to the development of the Property, including this application; Subsections D and E are satisfied by this letter and the attached Agreement; and Subsection F is satisfied with the submittal of the proposed Agreement itself. If any additional information or documentation is needed, please do not hesitate to let the Applicant or me know.

The Applicant looks forward to working with the Town on approval of this proposed Agreement.

Respectfully,



Stephen C. West

c: Timothy H. Berry, Esq. (tberrylaw3@gmail.com w/ enc.)
 Julia Puester (juliap@townofbreckenridge.com w/ enc.)
 Chris Kulick (chrisk@townofbreckenridge.com w/ enc.)

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

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the ____ day of _____, 2018 (the “Effective Date, which shall be the date when the ordinance approving this Agreement becomes effective) between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the “Town”) and LIONHEART BGV VENTURES, LLC, a Colorado limited liability company, (the “Developer”).

Recitals

A. Vail Summit Resorts, Inc. (“Owner”) is the owner of the Remainder of Tract C, Peak 8 Subdivision according to the Third Resubdivision Plat of The Remainder of Tract C, Peak 8 Subdivision Filing No. 1 recorded September 19, 2016 at Reception No. 1121860, Summit County, Colorado (the “Property”).

B. The Property is subject to the Amendment to Amended Peaks 7 & 8 Master Plan approved by Development Permit PL-2015-0444 on January 12, 2016, the Notice of Approval of Master Plan for which Amendment was recorded August 30, 2016 at Reception No. 1120265 of the Summit County, Colorado records (the “Master Plan”).

C. Lionheart BGV Ventures, LLC, a Colorado limited liability company, (“Developer”) is an affiliate of Lionheart Capital, LLC.

D. Owner and Lionheart Capital, LLC have entered into an agreement for the potential sale of the portion of the Property located to the east of One Ski Hill Place and representing the remainder of the developable area of Planning Area B, Peak 8 Base of the Master Plan (the “Sale Parcel”) for Developer to develop a hotel, condominiums, commercial facilities, amenities and space for Owner’s use (the “Proposed Development”). On February 6, 2018 the agreement was assigned by Lionheart Capital, LLC to Developer.

E. As owner of the Property, Owner has the right to authorize and has provided to the Town written authorization for the Developer to propose an amendment to the Master Plan, to request a density transfer to the Sale Parcel, to request Town approval for the gross density recommended by the Town’s Land Use Guidelines (“Guidelines”) to be exceed as provided for in Subsection 9-1-19-39A:I.(2) of the Breckenridge Town Code, and to enter into agreements with the Town concerning such amendment to the Master Plan, such a density transfer, such

1 density in excess of that recommended by the Guidelines, and such other matters as the Town and
 2 the Developer may agree is appropriate.

3
 4 F. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the
 5 authority to enter into a development agreement. Further, in connection with a master plan
 6 amendment, there is no process in the Town's Development Code for approval of density in
 7 excess of that recommended by the Guidelines and a transfer of density to support such excess
 8 density, and, therefore, a development agreement provides a means for such an approval and
 9 transfer.

10 G. In order for Developer to develop the Sale Parcel in a manner that will include a
 11 four star, flagged, luxury hotel containing approximately 150 rooms and approximately 110,000
 12 square feet of condominiums, with the amenities and commercial services required for such a
 13 project, up to an additional 58 SFEs of density, which may include up to 2.0 SFEs of commercial
 14 density, will be required and an amendment to the Master Plan and authorization to acquire and
 15 transfer such additional SFEs will be required.

16 H. Because there is no provision in the Breckenridge Town Code allowing site work
 17 to begin prior to issuance of a building permit, in order to facilitate the beginning of vertical
 18 construction of Developer's proposed project in the spring of 2020, the Town is prepared to
 19 authorize its Department of Community Development ("Department") to grant permission for the
 20 commencement of infrastructure improvements, including, but not limited to, demolition of
 21 Owner's administration office building and ski patrol locker building located on the Sale Parcel
 22 ("Administration Facilities"), construction of storm water management facilities, relocation of
 23 utilities, and site excavation prior to issuance of a building permit, but subject to receipt of
 24 assurances of completion deemed satisfactory by the Department.

25 I. In order to accommodate Owner's administration functions necessary or
 26 appropriate for the operation of the Breckenridge Ski Resort, which currently occur in the
 27 Administration Facilities, the Town acknowledges and understands that one or more temporary
 28 structures will need to be placed in locations to the Owner and Developer on the Sale Parcel or
 29 elsewhere within the Property as determined by Owner and Developer and maintained in such
 30 locations until the proposed Guest Services (as defined in the Master Plan) spaces to be included
 31 in Developer's proposed development on the Sale Parcel (the "Guest Services Spaces") are
 32 completed and ready for occupancy by Owner and a temporary permit will need to be issued. The
 33 permit referenced in this paragraph must be reviewed and approved by the Town's Planning
 34 Commission and Town Council as provided for in subparagraph 1(a)(iv) below.

35 J. As the commitments encouraged to be made in connection with an application for
 36 a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,
 37 Developer has proposed the following: (1) a payment to the Town of \$125,000 to be applied
 38 toward the Town's improvements to and maintenance of its Cucumber Gulch property or as
 39 otherwise directed by the Town Council; (2) to provide employee housing restrictions on 20,000

1 square feet of existing residential units, which is in excess of but will include the amount of such
 2 employee housing required under the Town’s Development Code for the Proposed Development;
 3 (3) to provide approximately 1,500 square feet of space in the Proposed Development for the
 4 Breckenridge Outdoor Education Center (“BOEC”) to use for lockers, storage and other similar
 5 uses; (4) to establish with the Town an environmental improvement fund dedicated to drainage
 6 and similar improvements to protect the Town’s Cucumber Gulch property with a fee of \$2.00
 7 per paid room night to be added to the amount paid for hotel room rentals for a period of 10 years
 8 from the date a certificate of occupancy is issued for the hotel component of the Proposed
 9 Development; (5) to limit the height of the Proposed Development to a maximum height equal to
 10 the elevation of the existing east gable of One Ski Hill Place, as shown on the Building Elevations
 11 exhibit attached hereto; (6) to abandon the right of access to the Sale Parcel from Saw Mill Run
 12 Road upon issuance of the final certificate of occupancy for the Proposed Development; (7) to
 13 master lease the entire Barton Landing Apartments project pursuant to the terms of the Lease
 14 previously entered into with Barton Creek Development, LLC, subject to actual completion of
 15 such project by Barton Creek Development, LLC; and (8) to acquire for Breckenridge Mountain
 16 Master Association (BMMA”) for use in its shuttle service for the Peaks 7 and 8 base areas, at
 17 the end of the first year and each year thereafter during the first 5 years after the final certificate
 18 of occupancy has been issued for the Proposed Development, 1 van for every 100 trips in excess
 19 of an average of 1,600 trips per day in and out of the guest and employee garage of the proposed
 20 development during any single calendar month in each of such first 5 years.

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

26 Agreement

27 1. Upon:

28 (a) final approval of all of the following by the Town:

- 29 (i) such permits or approvals necessary for the transfer of density consisting of up to
 30 58 SFEs, including up to two (2) commercial SFEs, to the Sale Parcel by Owner
 31 from the density included under the Gondola Lots Master Plan;
 32
 33 (ii) a Class A development permit amending the Master Plan to allow for such
 34 transferred density in addition to the 71.6 residential SFEs and 9.0 commercial
 35 SFEs remaining available for the Sale Parcel under the Master Plan and with a
 36 maximum height, as measured to the sheathing of the peak of the roof in
 37 accordance with the Town’s standard building height measurement procedure,
 38 equal to the elevation of the existing peak of the east gable of One Ski Hill Place,
 39 as shown on the Building Elevations exhibit attached hereto (the “Master Plan
 40
 41

1 Amendment”);

- 2
- 3 (iii) a Class A development permit acceptable to Developer consistent with the Master
4 Plan Amendment and allowing for the development of the Sale Parcel to
5 accommodate: a four star, flagged, luxury hotel containing approximately 150
6 rooms; approximately 110,000 square feet of residential condominiums;
7 approximately 11,000 square feet of commercial; and approximately 10,300
8 square feet of Guest Services and Support Facilities (as defined in the Master
9 Plan) space for acquisition and use by Owner (the “Permit”);
- 10
- 11 (iv) such permit as may be required by the Town to allow one or more temporary
12 structures accommodating Owner’s administration functions necessary or
13 appropriate for the operation of the Breckenridge Ski Resort to be placed in
14 locations acceptable to Owner and Developer on the Sale Parcel or elsewhere
15 within the Property as determined by Owner and Developer and maintained in
16 such locations until the proposed Guest Services Spaces are completed and ready
17 for occupancy by Owner, and
- 18
- 19 (v) a Class B subdivision permit approving the subdivision of the Property to create
20 the Sale Parcel;

21 and

22

23

24 (b) the passage of any time periods within which any referendums, appeals or other
25 challenges to such approvals must be brought, without any such referendums, appeals or other
26 challenges having been filed, commenced or asserted, or, if filed, commenced or asserted, after
27 any such appeal, referendum or challenge is resolved with affirmation that the Development
28 Agreement is effective,

29 then Developer shall:

- 30
- 31
- 32 (A) pay \$125,000 to the Town to be applied to the improvement and maintenance of
33 the Town’s Cucumber Gulch property or as otherwise directed by the Town
34 Council;
- 35
- 36 (B) prior to the issuance of a building permit for the development of the Sale Parcel as
37 contemplated by this Agreement, cause Owner, subject to (1) Owner’s satisfaction
38 that any existing approvals associated with the property covered by the Gondola
39 Lots Master Plan and/or Development Permit PL-2016-0003 will remain fully
40 effective except for a reduction of the density by the amount of density transferred
41 and (2) Developer’s satisfaction of all conditions to Owner’s transfer of density to
42 the Sale Parcel under any agreement relating thereto, to enter into a density
43 transfer covenant with the Town to transfer from the property covered by the

1 Gondola Lots Master Plan the density required to support the total residential and
 2 commercial density authorized by the Permit minus the residential density of 71.6
 3 SFEs and the commercial density of 9.0 SFEs remaining available for the Sale
 4 Parcel under the Master Plan.;

- 5
- 6 (C) prior to the issuance of any certificate of occupancy for the Proposed
 7 Development, provide standard form Town employee housing covenants
 8 restricting the use of 20,000 square feet of previously unrestricted residential units
 9 as employee housing, provided that such portion of the 20,000 total square
 10 footage as is applied by Developer in connection with the allocation of up to 10
 11 positive points under Subsection 9-1-19-24R of the Town's Development Code
 12 will be included as part of and not in addition to such 20,000 square feet;
 13
- 14 (D) prior to issuance of a certificate of occupancy for the portion of the Proposed
 15 Development that includes the approximately 1,500 square feet of space for the
 16 BOEC, enter into a lease providing for a term of at least fifty (50) years and rent
 17 of \$1.00 per year and otherwise mutually acceptable to Developer and the BOEC;
 18
- 19 (E) prior to the issuance of any certificate of occupancy for the Proposed
 20 Development, establish with the Town an environmental improvement fund
 21 dedicated to drainage and similar improvements to protect the Town's Cucumber
 22 Gulch property funded by a fee of \$2.00 per paid room night to be added to the
 23 amount paid for rentals of the hotel rooms in the Proposed Development, and only
 24 those hotel rooms, for a period of ten (10) years from the date a certificate of
 25 occupancy is issued for the hotel component of the Proposed Development;
 26
- 27 (F) upon issuance of the final certificate of occupancy for the Proposed Development,
 28 to provide such document as is reasonably acceptable to the Town to provide for
 29 the abandonment of any right of access to the Sale Parcel from Saw Mill Run
 30 Road;
 31
- 32 (G) upon and subject to completion of the Barton Landing Apartments, either to cause
 33 Peak 8 Properties, LLC, an affiliate of Developer, to comply with the terms of the
 34 Lease previously entered into by said Peak 8 Properties with Barton Creek
 35 Development, LLC for such Apartments or to assume the rights and obligations
 36 under such Lease from Peak 8 Properties, LLC; and
 37
- 38 (H) prior to issuance of the final certificate of occupancy for the proposed
 39 development on the Sale Parcel, enter into such agreement as the Town
 40 reasonably may require to provide for the following: At the end of the first year
 41 after issuance of a final certificate of occupancy for the Proposed Development
 42 and every year thereafter for the first 5 years after issuance of such final
 43 certificate of occupancy, the Developer will provide a trip report to the Town.

1 Trips will be defined as the number of trips into the garage plus the number of trip
 2 out of the garage on a daily basis. If during any single calendar month of each of
 3 such 5 years the number of trips exceeds an average of 1,600 trips per day, for
 4 every 100 trips in excess of 1600 the Developer will acquire and transfer 1
 5 additional shuttle van to the BMMA.

6 2. Pursuant to Subsection 9-1-19:39.I.(2) of the Development Code, the Town's
 7 Planning Commission is hereby authorized to review and approve, within 1 year of the Effective
 8 Date and subject to compliance with all other applicable development policies of the Town, both
 9 an application for the Master Plan Amendment and an application for the Permit allowing for the
 10 additional density and other terms and conditions provided for in this Agreement.

11 3. Subject to the Department's receipt of adequate assurances of or security for
 12 completion of the authorized infrastructure improvements or return of the Sale Parcel generally to
 13 the condition it was in before the commencement of any work, the Department, after final approval
 14 of the Master Plan Amendment and the Permit, is hereby authorized to permit the demolition of
 15 Administration Facilities and the excavation for and construction of infrastructure improvements,
 16 including, but not limited to, construction of storm water management facilities, relocation of
 17 utilities, and site excavation, after issuance of the Permit but before issuance of a building permit.

18 4. Except as provided in Section 24-68-105, C.R.S. and except as specifically
 19 provided for herein, the execution of this Agreement shall not preclude the current or future
 20 application of municipal, state or federal ordinances, laws, rules or regulations to the Property
 21 (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical
 22 and mechanical codes, and the Town's Development Code, Subdivision Standards and other land
 23 use laws, as the same may be in effect from time to time throughout the term of this Agreement.
 24 Except to the extent the Town otherwise specifically agrees, any development of the Sale Parcel
 25 which is the subject of this Agreement, the Master Plan Amendment and the Permit shall be done
 26 in compliance with the then-current laws of the Town.

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

30 6. Prior to any action against the Town for breach of this Agreement, Developer shall
 31 give the Town a sixty (60) day written notice of any claim by the Developer of a breach or default
 32 by the Town, and the Town shall have the opportunity to cure such alleged default within such
 33 time period.

34 7. The Town shall not be responsible for and the Developer shall have no remedy
 35 against the Town if the development of the Sale Parcel is prevented or delayed for reasons beyond
 36 the control of the Town.

1 8. Actual development of the Sale Parcel shall require the issuance of such other and
2 further permits and approvals by the Town as may be required from time to time by applicable
3 Town ordinances.

4 9. No official or employee of the Town shall be personally responsible for any actual
5 or alleged breach of this Agreement by the Town.

6 10. Developer with respect to its interests or benefits provided for in paragraphs 1, 2,
7 and 3 agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance
8 pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or
9 damage, including without limitation claims arising from bodily injury, personal injury, sickness,
10 disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out
11 of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or
12 damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the
13 negligence or wrongful intentional act or omission of Developer; any subcontractor of Developer,
14 or any officer, employee, representative, or agent of Developer or of any subcontractor of
15 Developer, or which arise out of any worker's compensation claim of any employee of Developer,
16 or of any employee of any subcontractor of Developer; except to the extent such liability, claim or
17 demand arises through the negligence or intentional act or omission of Town, its officers,
18 employees, or agents. Developer agrees to investigate, handle, respond to, and to provide defense
19 for and defend against, any such liability, claims, or demands at the sole expense of the Developer.
20 Developer also agrees to bear all other costs and expenses related thereto, including court costs
21 and attorney's fees.

22 11. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall
23 not affect or impair the validity, legality or enforceability of the remaining provisions of the
24 Agreement.

25 12. This Agreement constitutes a vested property right pursuant to Article 68 of Title
26 24, Colorado Revised Statutes, as amended.

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

34 14. This Agreement shall be binding upon and inure to the benefit of Town and
35 Developer, and their successors and assigns.

36 15. If and only if Developer has acquired title to the Sale Parcel, this Agreement shall
37 be recorded in the office of the Clerk and Recorder of Summit County, Colorado promptly after

1 Developer has acquired title to the Sale Parcel and all documents required to be recorded in
 2 connection with such acquisition of title have been recorded, and, thereafter, shall run with title to
 3 the Property.

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

6 17. Personal jurisdiction and venue for any civil action commenced by either party to
 7 this Agreement shall be deemed to be proper only if such action is commenced in District Court
 8 of Summit County, Colorado. The Developer and Town expressly waive their right to bring such
 9 action in or to remove such action to any other court, whether state or federal.

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

13
 14 If to the Town: Rick Holman, Town Manager
 15 Town of Breckenridge
 16 P.O. Box 168
 17 Breckenridge, CO 80424

18 With a copy (which
 19 shall not constitute
 20 notice to the Town) to: Timothy H. Berry, Esq.
 21 Town Attorney
 22 P.O. Box 2
 23 Leadville, CO 80461

24
 25 If to the Developer: Graham Frank
 26 Lionheart BGV Ventures, LLC
 27 100 S. Main Street
 28 P.O. Box 6879
 29 Breckenridge, CO 80424

30 With a copy (which
 31 shall not constitute
 32 notice) to: Jessica Wasserstrom
 33 Lionheart Capital, LLC
 34 4218 NE 2nd Avenue, 2nd Floor
 35 Miami, FL 33137

36 With a copy (which
 37 shall not constitute
 38 notice) to: John L. Palmquist, Esq.
 39 GC Legal Strategies
 40 2520 S. St. Paul Street

Denver, CO 80210

With a copy (which shall not constitute notice) to:

Vail Resorts Management Company
390 Interlocken Crescent
Broomfield, CO 80021
Attn: Legal Department

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

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

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

IN WITNESS WHEREOF, the Town and the Developer have executed this Agreement as of the date first above set forth.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

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Attest:

Helen Cospolich, CMC, Town Clerk

By: _____
Rick G. Holman, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
201___ by Rick G. Holman as Town Manager and Helen Cospolich, CMC, as Town Clerk of the
Town of Breckenridge.

Witness my hand and official seal.
My commission expires: _____

Notary Public

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LIONHEART BGV VENTURES, LLC
a Colorado limited liability company

By: _____
_____, Manager

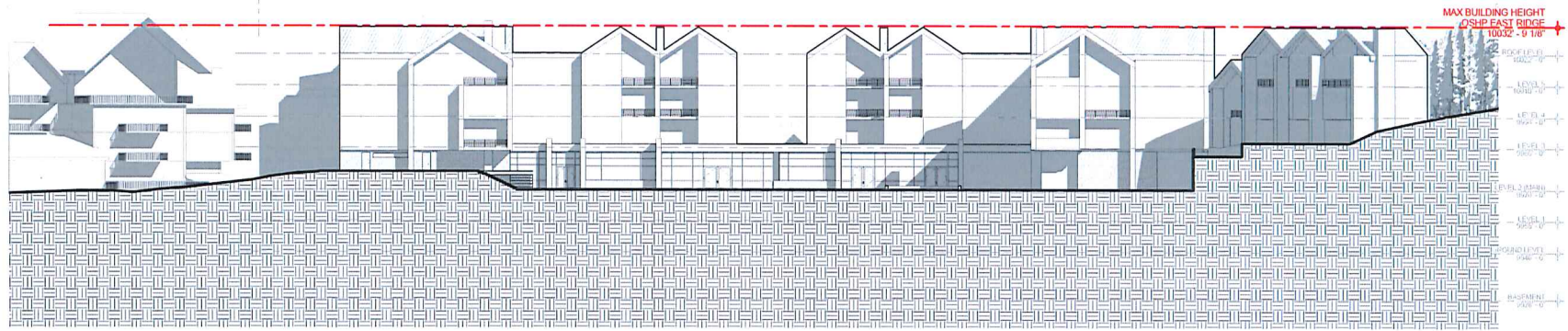
STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
201__ by _____ as the Manager of Lionheart BGV Ventures, LLC, a Colorado
limited liability company.

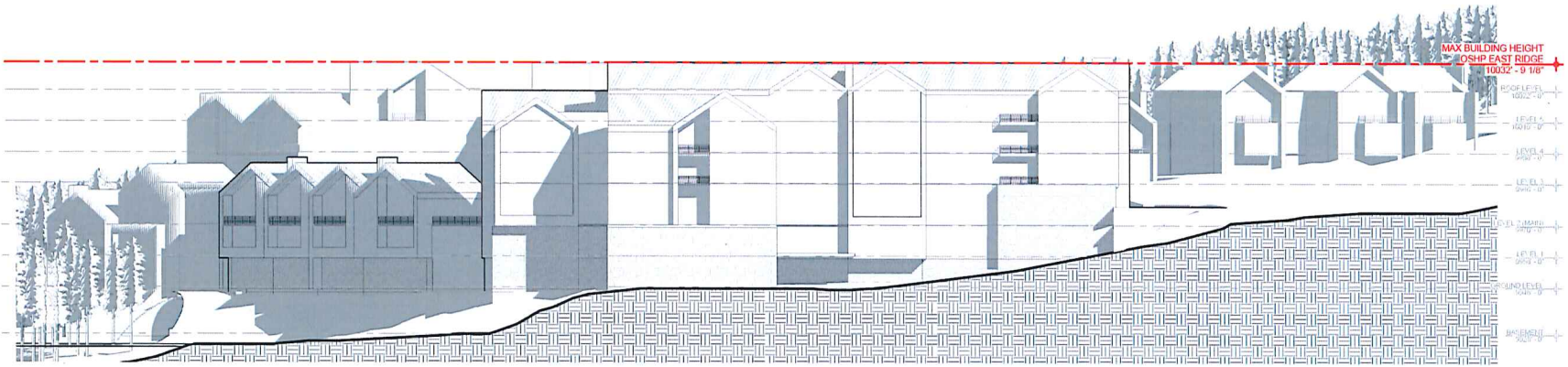
Witness my hand and official seal.
My commission expires: _____

Notary Public

ONE SKI HILL PLACE EAST PEAK 8 SUBMITTAL



1 SOUTH ELEVATION - TOBDR
A3.1 SCALE: 1" = 20'-0"



2 WEST ELEVATION - TOBDR
A3.1 SCALE: 1" = 20'-0"

Consultants:

Instances and Revisions:

NOT FOR CONSTRUCTION

EAST PEAK 8

EAST PEAK 8
SKI HILL RD.
BRECKENRIDGE, CO 80424

PROJECT NO:
21729.00

SHEET TITLE:
BUILDING
ELEVATIONS

SCALE: 1" = 20'-0"
A3.1

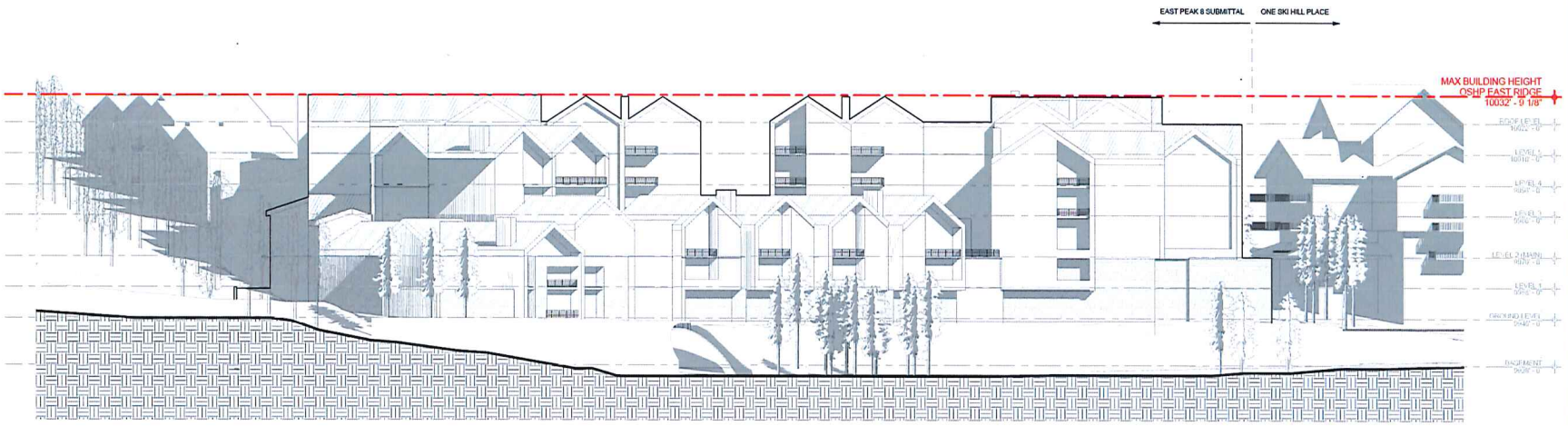


rowland+broughton
architecture / urban design / interior design

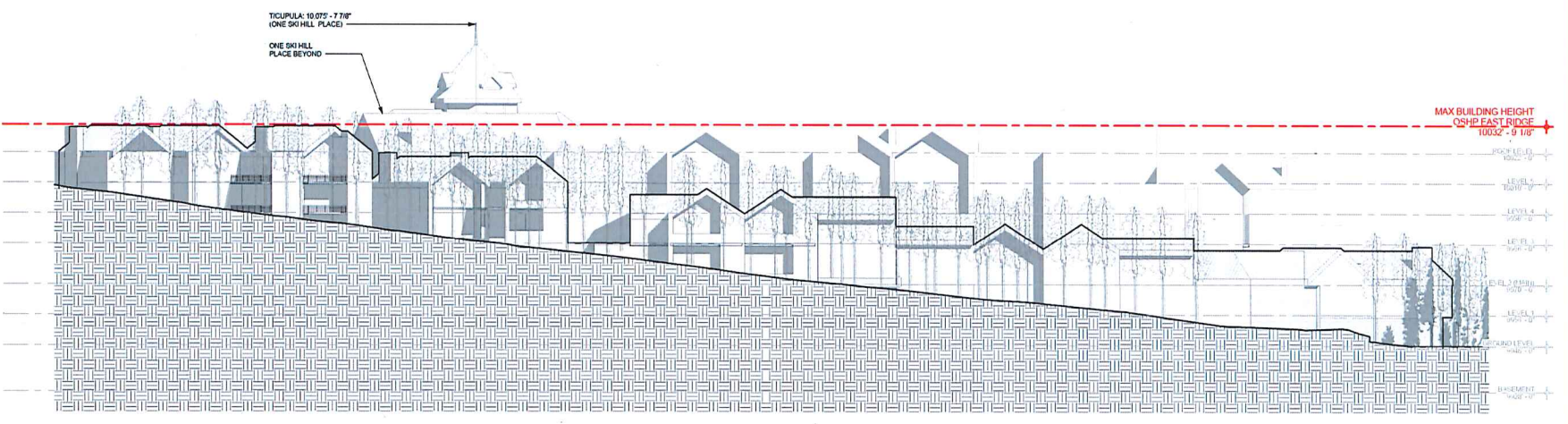
234 e. hughes ave. 1830 lake st. ste. 200
aspen, co 81611 denver, co 80202
970.544.8606 o 303.509.1373 e
970.544.3473 f 303.509.1375 i

Consultants:

Issuances and Revisions:



1 NORTH ELEVATION - TOBDR
SCALE: 1" = 20'-0"



2 EAST ELEVATION
SCALE: 1" = 20'-0"

NOT FOR CONSTRUCTION

EAST PEAK 8

EAST PEAK 8
SKI HILL RD
BRECKENRIDGE, CO 80424

PROJECT NO:
21729 00

SHEET TITLE:
BUILDING
ELEVATIONS

SCALE: 1" = 20'-0"

A3.2

47

1 **FOR WORKSESSION/FIRST READING – JUNE 26**

2
3 COUNCIL BILL NO. ____

4
5 Series 2018

6
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
8 LIONHEART BGV VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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. Vail Summit Resorts, Inc. (“Owner”) is the owner of the Remainder of Tract C,
17 Peak 8 Subdivision according to the Third Resubdivision Plat of The Remainder of Tract C, Peak
18 8 Subdivision Filing No. 1 recorded September 19, 2016 at Reception No. 1121860, Summit
19 County, Colorado (the “Property”).

20
21 B. The Property is subject to the Amendment to Amended Peaks 7 & 8 Master Plan
22 approved by Development Permit PL-2015-0444 on January 12, 2016, the Notice of Approval of
23 Master Plan for which Amendment was recorded August 30, 2016 at Reception No. 1120265 of
24 the Summit County, Colorado records (the “Master Plan”).

25
26 C. Lionheart BGV Ventures, LLC, a Colorado limited liability company,
27 (“Developer”) is an affiliate of Lionheart Capital, LLC.

28
29 D. Owner and Lionheart Capital, LLC have entered into an agreement for the potential
30 sale of the portion of the Property located to the east of One Ski Hill Place and representing the
31 remainder of the developable area of Planning Area B, Peak 8 Base of the Master Plan (the “Sale
32 Parcel”) for Developer to develop a hotel, condominiums, commercial facilities, amenities and
33 space for Owner’s use (the “Proposed Development”). On February 6, 2018 the agreement was
34 assigned by Lionheart Capital, LLC to Developer.

35
36 E. As owner of the Property, Owner has the right to authorize and has provided to the
37 Town written authorization for the Developer to propose an amendment to the Master Plan, to
38 request a density transfer to the Sale Parcel, to request Town approval for the gross density
39 recommended by the Town’s Land Use Guidelines (“Guidelines”) to be exceeded as provided for
40 in Subsection 9-1-19-39A:I.(2) of the Breckenridge Town Code, and to enter into agreements
41 with the Town concerning such amendment to the Master Plan, such a density transfer, such
42 density in excess of that recommended by the Guidelines, and such other matters as the Town and
43 the Developer may agree is appropriate.

44
45 F. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town Council
has the authority to enter into a development agreement. Further, in connection with a master

1 plan amendment, there is no process in the Town’s Development Code for approval of density in
2 excess of that recommended by the Guidelines and a transfer of density to support such excess
3 density, and, therefore, a development agreement provides a means for such an approval and
4 transfer.

5 G. In order for Developer to develop the Sale Parcel in a manner that will include a
6 four star, flagged, luxury hotel containing approximately 150 rooms and approximately 110,000
7 square feet of condominiums, with the amenities and commercial services required for such a
8 project, up to an additional 58 SFEs of density, which may include up to 2.0 SFEs of commercial
9 density, will be required and an amendment to the Master Plan and authorization to acquire and
10 transfer such additional SFEs will be required.

11 H. Because there is no provision in the Breckenridge Town Code allowing site work
12 to begin prior to issuance of a building permit, in order to facilitate the beginning of vertical
13 construction of Developer’s proposed project in the spring of 2020, the Town is prepared to
14 authorize its Department of Community Development (“Department”) to grant permission for the
15 commencement of infrastructure improvements, including, but not limited to, demolition of
16 Owner’s administration office building and ski patrol locker building located on the Sale Parcel
17 (“Administration Facilities”), construction of storm water management facilities, relocation of
18 utilities, and site excavation prior to issuance of a building permit, but subject to receipt of
19 assurances of completion deemed satisfactory by the Department.

20 I. In order to accommodate Owner’s administration functions necessary or
21 appropriate for the operation of the Breckenridge Ski Resort, which currently occur in the
22 Administration Facilities, the Town acknowledges and understands that one or more temporary
23 structures will need to be placed in locations acceptable to the Owner, Developer, and the Town
24 on the Sale Parcel or elsewhere within the Property as determined by Owner, Developer, and the
25 Town and maintained in such locations until the proposed Guest Services (as defined in the
26 Master Plan) spaces to be included in Developer’s proposed development on the Sale Parcel (the
27 “Guest Services Spaces”) are completed and ready for occupancy by Owner and a temporary
28 permit will need to be issued. Such permit must be reviewed and approved by the Town’s
29 Planning Commission and Town Council as provided for in subparagraph 1(a)(v) of the proposed
30 Development Agreement, and nothing in the Agreement requires the Planning Commission or
31 Town Council to approve such a permit if the permit application does not meet the applicable
32 requirements of the Town’s Development Code.

33 J. The commitments encouraged to be made in connection with an application for a
34 development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,
35 Developer are set forth in the Agreement.

36 K. The Town Council has received a completed application and all required submittals
37 for a development agreement, had a preliminary discussion of the application and this Agreement,
38 determined that it should commence proceedings for the approval of this Agreement and, in
39 accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code,
40 has approved this Agreement by non-emergency ordinance.

1 L. A proposed development agreement between the Town and the Owner addressing
2 the topics described above has been prepared, a copy of which is marked **Exhibit “A”**, attached
3 hereto and incorporated herein by reference (“Development Agreement”).

4 M. The Town Council had a preliminary discussion of the development agreement
5 application, and the proposed Development Agreement, as required by Section 9-9-10(A) of the
6 Breckenridge Town Code.

7 N. The Town Council determined that request for a development agreement need
8 not be referred to the Breckenridge Planning Commission for its review and recommendation.

9 O. The Town Council has reviewed the Development Agreement.

10 P. The approval of the Development Agreement is warranted in light of all relevant
11 circumstances.

12 Q. The procedures to be used to review and approve a development agreement are
13 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
14 Chapter have substantially been met or waived in connection with the approval of the
15 Development Agreement and the adoption of this ordinance.

16 Section 2. Approval of Development Agreement. The Development Agreement between
17 the Town and Lionheart BGV Ventures, LLC, a Colorado limited liability company (**Exhibit**
18 **“A”** hereto) is approved, and the Town Manager is authorized, empowered, and directed to
19 execute such agreement for and on behalf of the Town of Breckenridge.
20

21 Section 3. Notice of Approval. The Development Agreement must contain a notice in the
22 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
23 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code must be
24 published by the Town Clerk one time in a newspaper of general circulation in the Town within
25 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
26 Section 24-68-103, C.R.S.
27

28 Section 4. Inapplicable Code Provision. Because the Development Agreement involves
29 constitutionally protected property rights, the Town Council finds, determines, and declares that
30 Section 1-16-15 of the Breckenridge Town Code does not apply to the Development Agreement.
31 If Section 1-16-15 of the Breckenridge Town Code is ever determined to apply to the
32 Development Agreement, the Town Council irrevocably waives any right it might have to seek
33 to void the Development Agreement based upon such determination.
34

35 Section 5. Police Power Finding. The Town Council finds, determines, and declares that
36 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
37 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
38 the inhabitants thereof.
39

40 Section 6. Authority. The Town Council finds, determines, and declares that it has the
41 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by

1 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
2 Charter.

3
4 Section 7. Effective Date. This ordinance shall be published and become effective as
5 provided by Section 5.9 of the Breckenridge Town Charter.

6
7 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
8 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the
9 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
10 _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
11 Town.

12
13 TOWN OF BRECKENRIDGE

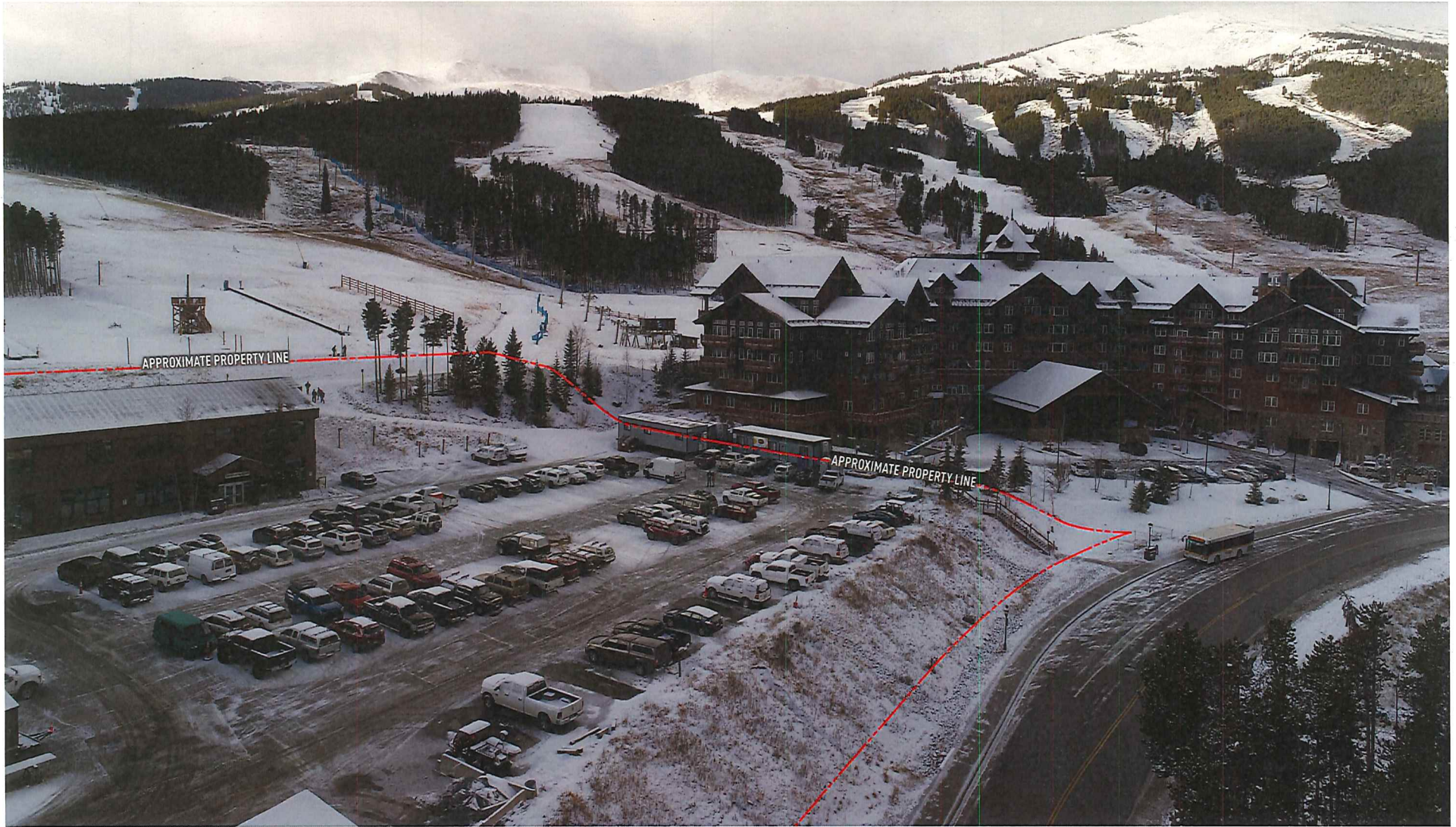
14
15
16 By: _____
17 Eric S. Mamula, Mayor

18
19 ATTEST:

20
21
22
23 _____
24 Helen Cospolich, CMC,
25 Town Clerk



NOTE: PLANS ARE PRELIMINARY IN NATURE AND MAY NOT REPRESENT THE FINAL DESIGN OR CONFIGURATION OF THE PROJECT



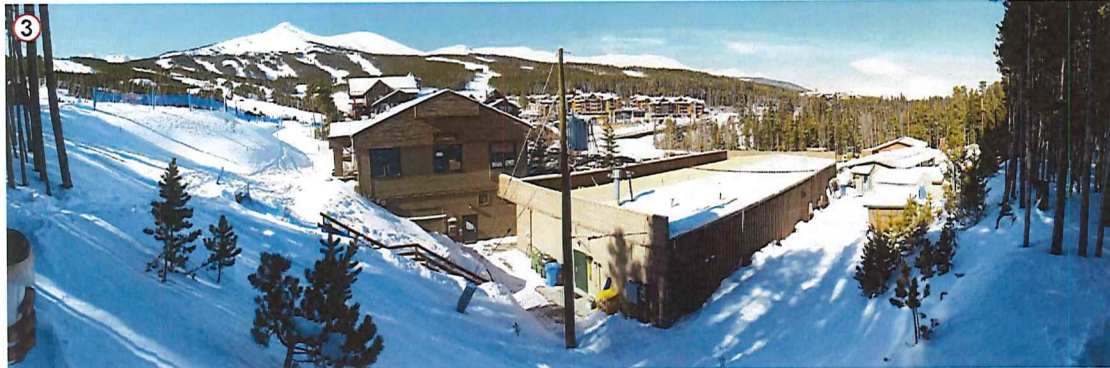
MAY 2018



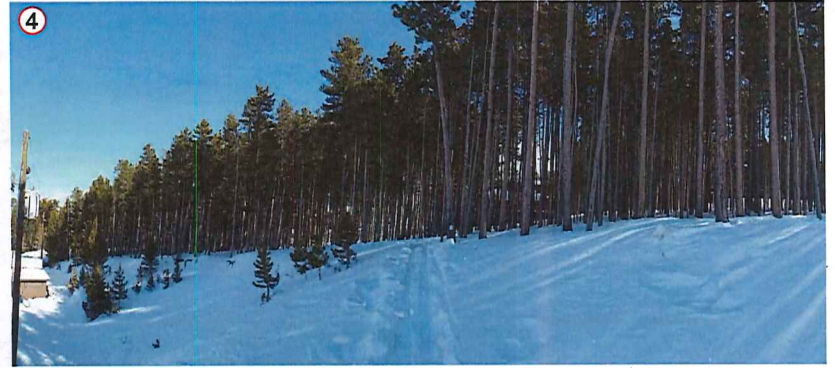
VIEW WEST, ALONG NORTHERN PROPERTY LINE



VIEW NORTH OF SOUTHERN PROPERTY LINE AND EXISTING SKI ACCESS



NORTH WESTERLY VIEW OF EXISTING ON-SITE BUILDINGS



VIEW NORTH, ALONG EASTERN TREE BUFFER



NOTE: IMAGES ARE ARTISTS INTERPRETATION, PRELIMINARY IN NATURE AND MAY NOT REPRESENT THE FINAL DESIGN

LIONHEART CAPITAL 

 BRECKENRIDGE
GRAND VACATIONS

 NORRIS DESIGN
Planning | Landscape Architecture | Branding

rowland+broughton 
architecture / urban design / interior design



NOTE: IMAGES ARE ARTISTS INTERPRETATION, PRELIMINARY IN NATURE AND MAY NOT REPRESENT THE FINAL DESIGN



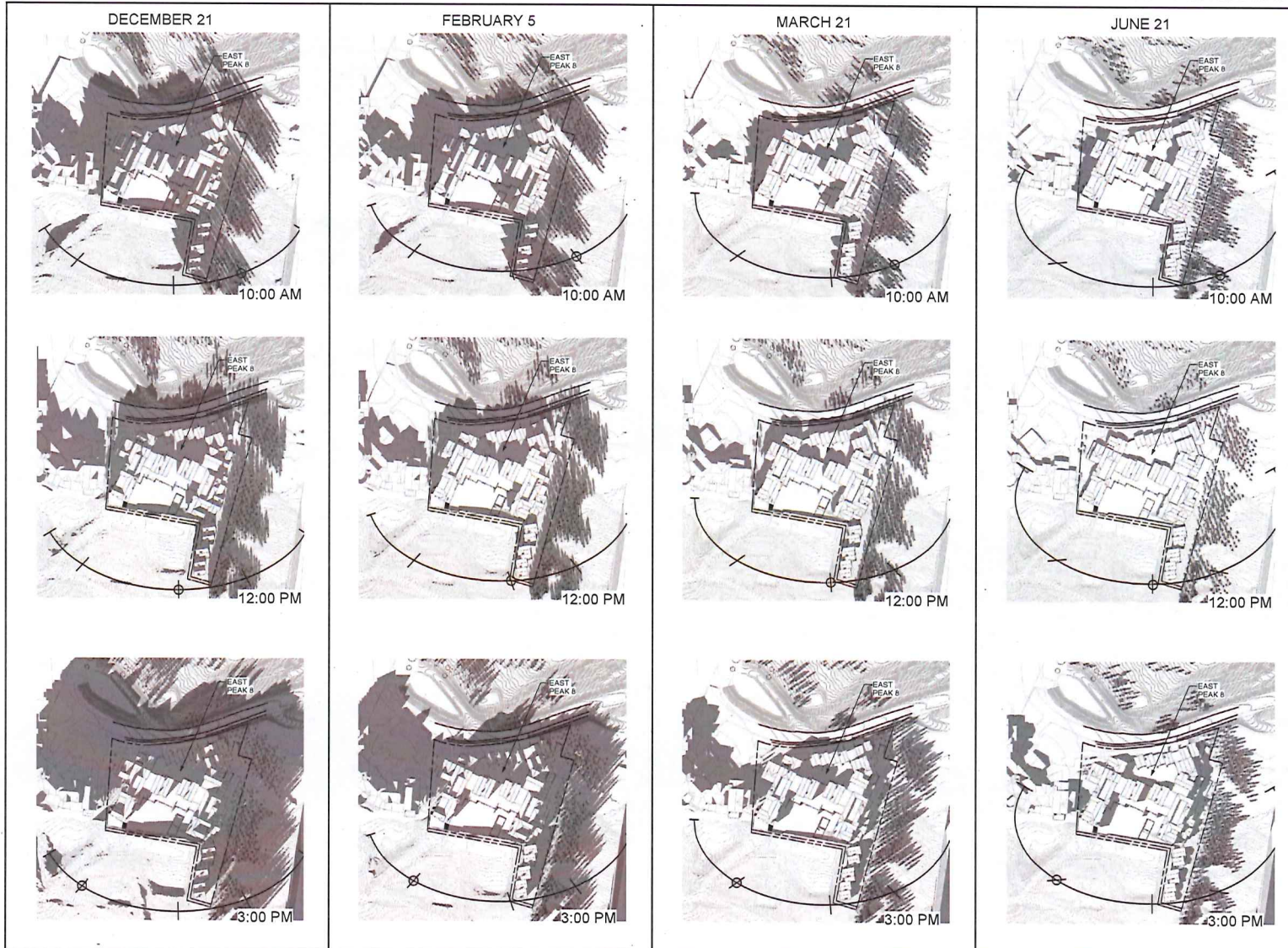
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architecture / urban design / interior design

Planning | Landscape Architecture | Branding

SOLAR STUDY DIAGRAMS

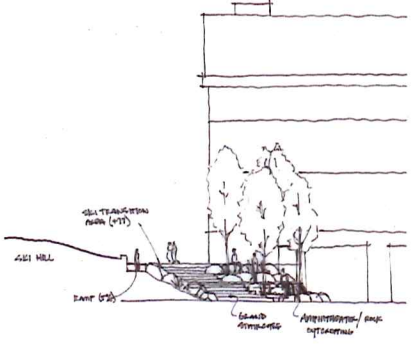
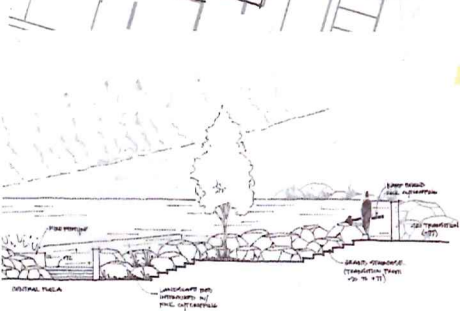
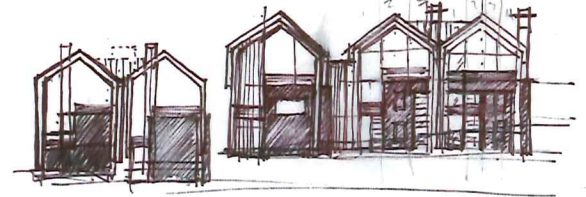
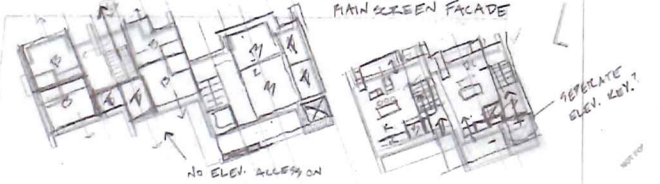
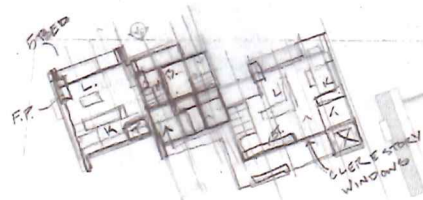


NOTE: PLANS ARE PRELIMINARY IN NATURE AND MAY NOT REPRESENT THE FINAL DESIGN OR CONFIGURATION OF THE PROJECT





- SCREEN ELEMENT
• History / Theme for LIFE
• Study different types
evolut





- PROPOSED OPTION:**
- 150 HOTEL KEYS
 - 50 CONDOMINIUMS

SKI SLOPE VIEW : PROPOSED



- USE BY RIGHT OPTION:**
- 304 HOTEL KEYS

SKI SLOPE VIEW : USE BY RIGHT OPTION

NOTE: IMAGES ARE ARTISTS INTERPRETATION, PRELIMINARY IN NATURE AND MAY NOT REPRESENT THE FINAL DESIGN

Breckenridge Town Council Members,

Our names are Mike and Yun Hui Kehoe and we have owned our property at 1091 High Point, Breckenridge since 2011. We also own a rental property at 141 Blue Rock Drive in Blue River (former 2nd home). We are writing this letter to let you know that we support the East Peak 8 Hotel Development application. Breckenridge needs a full service upscale hotel option. We believe that the proposed BGV/Lionheart development would be a great addition to the town and provide numerous economic benefits to Breckenridge.

Without this type of hotel, we are worried that Breckenridge will not be considered a leading mountain town when compared to other Colorado options. We understand that this reputable developer has met the requirements for employee housing, will work to manage traffic concerns, has agreed to height limitations, and will work with the town and the local neighbors to build the right kind of project.

For these reasons, We believe that the town should reconsider approval of the East Peak 8 application as submitted and allow this great hotel development to move forward at the base of Peak 8. This type of project is needed and will continue to provide tourists with a great vacation experience into the future.

Thank you for the consideration and your dedication to maintaining Breckenridge as a world class destination resort and town!

Sincerely,

Mike and Yun Hui Kehoe
Kehoeone@gmail.com

From: Naomi Quispe [<mailto:NSQuispe@pcl.com>] **On Behalf Of** Shaun Yancey
Sent: Monday, May 21, 2018 5:04 PM
To: Holman, Rick
Subject: East Peak 8 Hotel Development

May 21, 2018

Rick Holman
Town Hall
150 Ski Hill Road
PO Box 168
Breckenridge, CO 80424

Breckenridge Town Council Members,

My name is Shaun Yancey and I have owned my property at 86 Preston Way address for 8 years. I am writing to express my support for the East Peak 8 Hotel Development application. Although Breckenridge is an amazing town with many great options for tourist, owners, and guest to enjoy, it completely lacks a full service upscale hotel option. I have regularly host some executive retreats at my home and wished we had an upscale hotel option for added guests. As designed and presented I believe the proposed BGV/Lionheart development fill this void in the town while providing more community benefits than any approved project in recent history. I feel that this hotel would be a great amenity for the town from which many guests would benefit and enjoy.

I feel that without the approval of the right development applications, progress in Breckenridge will come to a halt, and our amazing town will fall behind other competing mountain towns. I would like Breckenridge to stay atop the rating as one of the best ski town destination on earth.

For these reasons, I believe that the town should reconsider approval of the East Peak 8 application as submitted and allow a truly amazing hotel development to move forward at the base of Peak 8. Many people will enjoy this amenity and it will allow families to make many memories into the future.

Thank you for the consideration and your dedication to maintaining our wonderful community,

Sincerely,

Shaun P. Yancey

From: Eli Yoder [<mailto:eyoder@BreckenridgeGrandVacations.com>]
Sent: Thursday, June 07, 2018 3:28 PM
To: Holman, Rick
Subject: Peak 8 Hotel Project

Hi Rick,

I am writing to share my support for the proposed hotel project on peak 8. On Monday I attended the open house about the project at the community center and now fully believe that this project will help our community in multiple ways. As a homeowner in Breckenridge it concerns me that Breckenridge does not have the same upscale hotel options thatvail and aspen do thus making us not as desirable to some potential guests of our town. This proposed project will fill a much needed void and provide a suitable lodging experience for very high end customers. Furthermore, as an employee of Breckenridge Grand Vacations for almost seven years, I have benefited from the continual growth of this amazing company and hope to continue to grow my career here as opposed to having to leave the county to find my next job.

Thank you for allowing me to express my thoughts on this proposed project. Please feel free to forward along to council or anyone else that you see fit.

Have a great day!



Eli Yoder, ARP, NPCA

Assistant General Manager

75 Snowflake Drive, P.O. Box 6879, Breckenridge, CO 80424

Phone: 970-547-8712

Fax: 970-453-4503

www.breckenridgegrandvacations.com

Our Family Commitment, Always Grand Vacations!



Slifer Smith

& Frampton

Real Estate

LIVE
LOCAL.

June 12, 2018

Dear Mr. Holman,

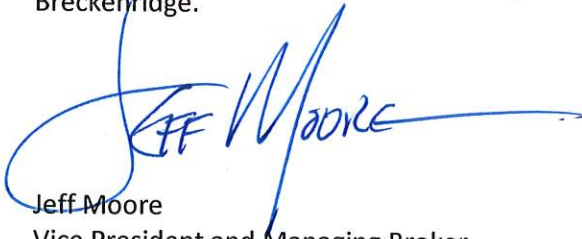
I am writing this letter in support of Breckenridge Grand Vacations (BGV) and their proposal for a new luxury 4 star hotel at the base of Peak 8.

BGV has been a proven developer with a very solid track record over the years. Aside from their construction and development expertise, BGV is by far one of the most philanthropic organizations in Summit County which consistently gives back to its local community and employs countless locals with an award winning culture of service and giving.

As Vice President of Slifer Smith & Frampton Real Estate, myself and many of the brokers were intimately involved with the evolution of Peaks 7 and 8 with Vail Resorts Development Company in terms of the original master planning as well as the design, construction and sales of Crystal Peak Lodge and One Ski Hill Place.

Given my history with this premier slope side location, I feel it is imperative to deliver on the final element of the master plan which is the branded luxury hotel component. There is certainly a need in the community for this type of luxury lodging option. The high end destination visitors will support a luxury 4 star hotel concept in this iconic ski-in/ski-out location which in turn will equate to revenue for the town and local businesses.

Thank you for your consideration and please feel free to contact me if you have any further questions or thoughts as it relates to my support of BGV and their proposed completion of the Base of Peak 8 here in Breckenridge.



Jeff Moore

Vice President and Managing Broker

Slifer Smith & Frampton Real Estate

970-547-6000 – jeffmoore@slifersummit.com

Slifer Smith
& Frampton
Real Estate

June 11, 2018

Dear Mr. Holman,

I would like to take this opportunity to express my support for the new hotel being proposed by Breckenridge Grand Vacations on Peak 8.

I believe BGV's track record and positive reputation of giving back to the community culturally, environmentally and philanthropically is well-earned and appreciated. This group has a stellar reputation amongst our Slifer Smith & Frampton brokers and I know many support them in this new venture.

Being in the position as President and Employing Broker for Slifer Smith & Frampton in both Summit and Eagle counties, I have learned the power and need for a luxury 4-star branded property in our resort communities. Given our history in sales with the The Westin Riverfront Resort & Spa, Beaver Creek, the Park Hyatt Beaver Creek, the Ritz-Carlton Bachelor Gulch and Vail and our latest sales, Four Seasons Vail, I have seen the positive impacts these developments have created for the resorts.

It is a very loyal clientele that follows these brands, and I truly believe you will see a new demographic in the Breckenridge community by allowing the addition of a 4-star hotel. It's typically very affluent, community oriented, philanthropic and they are stewards of the community they love and where they choose to vacation.

With it's incredible setting, ski area, historic town and accessibility, I believe there is a pent-up demand for a new luxury consumer who will want to call Breckenridge home, especially if there is the addition of a well-known luxury hotel brand in the community.

Thank you so much for your time and consideration and please do not hesitate to contact me should you have any questions or want to discuss further. If you should need any real estate related information we are always happy to assist.

Sincerely,



John Pfeiffer
President and Employing Broker
Slifer Smith & Frampton Real Estate
970-333-1352 | johnp@slifer.net

From: David Nicoli [<mailto:dnicoli333@icloud.com>]
Sent: Wednesday, June 13, 2018 4:08 PM
To: Holman, Rick
Subject: Letter in support of East Peak 8 Development Proposal

Dear Breckenridge Town Council:

As a homeowner in Breckenridge, I write this letter in support the East Peak 8 Development proposal put forth by BGV. I think they have put together a very attractive and reasonable proposal that will benefit our wonderful community.

I think this proposal hits some important marks. First, it does not increase approved density, which I think is critical. Second, BGV is a local company with a good reputation for giving back to the community. I would much prefer that they—they being the many BGV employees who live here in Breckenridge or the surrounding area—develop this property because they will have to live with the results and therefore will be much more attentive to community needs and concerns than some out of state developer. Third, the additional workforce housing they will commit to is so very much needed in this community. Fourth, they have included enhanced facilities for our wonderful BOEC in their proposal which are much needed and will make the BOEC even more effective in pursuing its important mission. Finally, the BGV proposal is much more modest than what we Breckenridge citizens could face were a developer other than BGV come in who by rights could build a hotel with over 300 rooms that would not necessarily take account of the needs and preferences of our community as BGV has done.

I know that development in our wonderful community can sometimes be controversial and contentious. But I don't think that needs to be the case here. BGV has listened to our community, understands our concerns because they are part of our community, and has put forth a thoughtful and generous proposal that will make Breckenridge an even greater place to live and visit than it already is.

I hope these comments help the council in their deliberations on this project.

Respectfully submitted,

David P. Nicoli
25 The South Road
Breckenridge CO 80424



P.O. Box 1636 | 251 W. 4th Street | Silverthorne, CO 80498
P 970-262-3888 | F 970-513-1167 | www.SummitFIRC.org

June 13, 2018

To the Breckenridge Town Council

As a Breckenridge resident, the President of the Board of the FIRC, and a mentor at Colorado Mountain College, I am writing about the proposed East Peak 8 Hotel/Condo development. While I share everyone's concerns about Breckenridge's growth, and how to best manage that growth, to me the prior Town Council decisions regarding this project don't seem to be in the best overall interest of our community. Breckenridge lacks a full-service upscale lodging option. Our Town's ability to keep up with competing resort towns that offer such a lodging option will likely become further impaired as we strive to cultivate our visitors.

Breckenridge Grand Vacations (BGV) is an amazing company in numerous respects. As you are likely aware, BGV was recently named the #1 Top Workplace in the State of Colorado by the Denver Post. BGV has demonstrated a solid track record of well-planned and responsible development over the course of several decades. BGV more than generously supports our social service infrastructure via its and its employees' charitable giving and volunteer programs. I firmly believe BGV has thoroughly addressed the Town Council's concerns regarding density, traffic and other opportunities to enhance the general public benefit associated with this project. Further, BGV's workforce housing plans substantially exceed the requirements necessary to move forward with this project. It seems to me that if we want to work toward a genuine strategy of managing our community's growth to the greatest extent possible, we ought to reward socially responsible developers and encourage them to add more jobs and more housing, while discouraging those who haven't been as socially responsible.

In my leadership role at the FIRC, I see firsthand the impact of jobs that don't pay a sustainable wage. I see families regularly struggle to balance our high costs of child care, health care and housing. We need more employers who recognize that struggle and demonstrate their willingness to do something about it.

I urge you to support the East Peak 8 Hotel/Condo development. Doing so will allow BGV, a developer that has clearly chosen to be an integral part of our inevitable growth solution, continue to enhance our great Town of Breckenridge, further enriching the lives of many who will continue to vacation in our town and equally as important, further enrich the lives of many within our local workforce dedicated to serving our valued residents and guests.

Thank you for your consideration.

Don Dankner
Breckenridge

From: Gordon Herwig [<mailto:gherwig@ltgc.com>]
Sent: Wednesday, June 13, 2018 9:51 AM
To: Holman, Rick
Subject: East Peak 8 Hotel

To: Breckenridge Town Council

Re: East Peak 8 Hotel/Condo Development - BGV/Lionheart Ventures LLC

We are writing in favor of the proposed Peak 8 Hotel. We are long term Breckenridge locals and businesspeople. My wife, DeeAnna Herwig, and I operate Land Title. We have worked with BGV for the past eight years and have found them to be an excellent corporate citizen. They are known for using local vendors whenever possible, including us, and we know they gift at least half a million to local charities every year.

That said, we are in favor of the hotel project for the following reasons:

It would complete the build-out of Peak 8 in a responsible manner. We understand that BGV has agreed to a voluntary height restriction and will transfer 58 SFE's to the building site from the Gondola site. They have also agreed to financially help to preserve Cucumber Gulch, and will help mitigate traffic issues. The footprint appears to be minimally invasive for a luxury hotel.

We applaud the inclusion of employee housing in the proposal. My father-in-law, George Beardsley, helped start the employee housing programs in both Breckenridge and Aspen. Employee housing ensures that we remain a viable community where locals live, as well as play and work. The program is near and dear to us. We have been watching BGV support this program for years. We know that their proposal will add 32 deed restricted units to Breckenridge as well as additional housing in Dillon.

The ski industry is a mature industry. In order to compete for additional visits, Breckenridge needs a luxury venue. Breckenridge has been left behind by Aspen, Vail, and our Utah competition in this respect. Our competition all have luxury hotels slopeside. We are not an advocates for growth at any cost, but I am in favor of building venues that will help improve the skier experience. We believe the Peak 8 Hotel will help us compete in a shrinking marketplace for high-end dollars.

We strongly support the Hotel proposal as it currently stands. We feel that BGV will be a flexible and responsible partner for the town on this project.

Gordon & DeeAnna Herwig

From: Roger Lemmon [<mailto:rogerdlemmon@gmail.com>]
Sent: Wednesday, June 13, 2018 9:30 PM
To: Holman, Rick
Subject: Peak 8 Hotel/Condo Project - BGV/Lionheart

Dear Rick,

I first visited Breckenridge in the early 90's and instantly fell in love with the town. My family and I love to ski, bike, hike, shop, and eat. We found out about Breckenridge Grand Vacations and bought time shares at Grand Timber Lodge. We later purchased at Grand Lodge Peak 7 and of course Grand Colorado Peak 8. We live in Colorado Springs but we visit the town of Breckenridge at least a dozen times a year.

On a professional note, I'm a registered professional engineer. I have been the principal designer on several projects in TOB, including the Police Station, restaurant remodels, and the Stables parking structure. I have done some work with BGV and I currently serve on the owner association boards of the three properties previously mentioned. From this association, I gained a great deal of respect for Mike Dudick and Nick Dolan. It is obvious to me that Mike Dudick and the Milliesor family have done many great things for TOB

I've been interested in the Peak 8 Hotel Project and I've followed the progress in the local newspaper and from BGV presentations. Having been involved in the architectural engineering design business for over 30 years, I can honestly say that it appears that Mike and Nick have done an incredible job in meeting and surpassing local requirements/standards. Because I own timeshares with BGV, I frequently invite friends and business associates to accompany our family on ski trips or bike rides. Often times there are no condos available through BGV so my guests end up staying in hotels that are a long ways away from slope side. This is an inconvenience that causes some embarrassment to me. The question always arises, why doesn't Breck have a really nice hotel next the ski runs?

I want to express my support for this project. It looks like a "win/win" situation for TOB, Vail Resorts and the locals. My wife mentioned that it's the tourism that supports Main Street vendors not the locals. I'm certain the local shops and restaurants would benefit greatly from this project.

Regards,

Roger Lemmon, PE; along with my 12 grand kids, 4 kids and their spouses, my beautiful wife and all our relatives, friends and associates.

Daniel S. Ramirez

06/04/2018

130 Atlantic Lode Rd

Breckenridge Co. 80424

Breckenridge Town Council:

I am a resident of Breckenridge and a father of 3 children, and I am writing this letter to express my full support for the **East Peak 8 development Proposal (Finish8)**.

Family members and locals like me would benefit greatly with this project, here are a few reasons why:

- Finish the base of peak 8 in the right way, this would bring more people and money to the town and increase employment opportunities.
- Increased economy, this impact small and medium local business and employees.
- Employee Workforce Housing, and we know this is the Biggest issue here in Breckenridge.
- Breckenridge Outdoor Education Center (BOEC) Facilities Benefit.
- Professional Advancement Opportunities, this is always great for local that want to grow in this town and with this there is no need to search opportunities out of the county or the state.
- A very well-Known Developer,

As an employee of BGV I cannot be more grateful with this awesome company that teach us every day that we are a family not only another employee or just a number, they give us grown opportunities, education, also they empower us to go and help our community with what ever we can this means not only with donations but with voluntary time, I am a proud employee and a Breckenridge resident.

This project will benefit home owners, business owner, employees, visitors, and also the Town of Breckenridge and everyone on our community, so please move forward on the decision and I hope you pick the East Peak 8 development Proposal (Finish8).

Thanks



Daniel S. Ramirez

Senior Corporate Engineering Services Technician

Breck Inn/Beaver Run/Lincoln West/Connect Breck

11078 N Highway 9, P.O. Box 568, Breckenridge, CO 80424

Phone: 970-423-4219

Fax: 970-547-1080

Cell: 970-485-0117

Email: dramirez@breckqv.com

www.breckenridgegrandvacations.com

Our Family Commitment, Always Grand Vacations!

Our Family of Resorts



GRAND COLORADO
ON PEAK EIGHT

Dear Breckenridge Town Council,

This is a letter of support for the Breckenridge Grand Vacations East Peak 8 development proposal. I have been very successful professionally due to the continued growth and development of BGV and the company's continued investment in the community.

Eight years ago, I began working at Grand Timber Lodge as a Front Desk Agent. The following six years, I was promoted several times, with my most recent promotion being General Manager of Grand Lodge on Peak 7. This success story is not unique to me. Breckenridge Grand Vacations invest and develops their employees and gives them opportunities to grow their careers. As BGV grows and develops, we would be sure to see more of these success stories.

My personal experience and success is just a portion of why I support the proposal by BGV. This company is invested in the community. BGV evaluates any negative impacts or community concerns and does the due diligence of researching and implementing solutions. They hold themselves accountable to ensure they are doing things the right way with community's best interest in mind. This proposal is very thoughtful and includes many solutions to concerns that have been expressed. Specifically, creating a solution for the limited housing available in Summit County is very important to me and this project contributes to the need.

I want to strongly encourage the Breckenridge Town Council to allow the development of East Peak 8 to be the proposal presented by Breckenridge Grand Vacations. I believe that this proposal has the best interest of the community, its residents, as well as the future work force.

Thank you for your time and consideration,



Joanni Linton

Grand Lodge on Peak 7

General Manager

P.O. Box 6879 Breckenridge, CO 80424

Toll Free: 888.783.8883, ext. 3737

Fax: 970-547-8733

Email: Jlinton@GLP7.com

www.grandlodgeonpeak7.com

Our Family Commitment, Always Grand Vacations!

From: <tmh789@gmail.com>
Date: June 15, 2018 at 3:56:25 PM MDT
To: <rickh@townofbreckenridge.com>
Subject: East Peak Hotel

Dear Breckenridge Town Council Members,

As a Breckenridge resident for 28 years, I am sending you this letter to urge you to support the East Peak Hotel.

I have owned my home at 110 North High St for 20 years and I am raising 2 children here in our cherished town.

I love our town and embrace responsible and strategic growth.

As a local business owner, I value the character of our town and unique one of a kind experiences Breckenridge offers.

It's obvious to all of us that Breckenridge has been in serious need of a full service luxury hotel for years.

I have heard from countless visitors their frustration and disappointment in trying to identify a well appointed hotel with the services they are accustomed to finding in other ski towns.

Many of these guests do not return to Breckenridge and move on to other ski resorts like Park City, Telluride, and Aspen, to name a few.

Completing the Peak 8 Base Area Development is critical to the overall Pk7&8 master plan and a base area experience that makes us all proud.

I believe the proposed BGV/Lionheart development as designed and presented fills this gap that Breckenridge today falls short on.

There are countless positives this hotel will bring to our town and it will fill a void that keeps us competitive with other ski towns.

I also believe the proposed development has done an outstanding job addressing community needs and providing meaningful benefits.

We know we need to invest in more infrastructure in Breckenridge to sustain the growth we have experienced. Tax dollars from the hotel will deliver significant revenue for the town to use to address critical issues.

Your approval of conscientious development applications like the East Peak Hotel is imperative to allowing Breckenridge to progress and continue to enjoy a strong market share of ski town tourism.

I believe in you all and your ability to see the strong merits of this submitted development application. I know I speak for many town residents that we are counting on you to approve this amazing hotel development.

I appreciate your dedication and commitment to our beautiful town and for your consideration to the timeliness of this critical stepping stone for our community.

Warm regards,

Tricia McCaffrey Hyon
110 North High Street
Breckenridge, Co
80424

From: Carol Gutter [<mailto:carol@realestateofthesummit.com>]
Sent: Saturday, June 16, 2018 3:59 PM
To: Holman, Rick
Subject: BGV Lionheart Development.

Dear Breckenridge Town Council Members,

As a Breckenridge resident for 21 years, I am sending you this letter to urge you to support the East Peak Hotel. I have owned my property at 0314 Coronet Drive for 11 years. I love our town and embrace responsible and strategic growth. As a local business person, I value the character of our town and unique one of a kind experiences Breckenridge offers. It's obvious to all of us that Breckenridge has been in serious need of a full service luxury hotel for years.

I have heard from countless visitors their frustration and disappointment in trying to identify a well appointed hotel with the services they are accustomed to finding in other ski towns. Many of these guests do not return to Breckenridge and move on to other ski resorts like Park City, Telluride, and Aspen to name a few. Completing the Peak 8 Base Area Development is critical to the overall Pk7&8 master plan and a base area experience that makes us all proud. I believe the proposed BGV/Lionheart development as designed and presented fills this gap that Breckenridge today falls short on. There are countless positives this hotel will bring to our town and it will fill a void that keeps us competitive with other ski towns. I also believe the proposed development has done an outstanding job addressing community needs and providing meaningful benefits.

We know we need to invest in more infrastructure in Breckenridge to sustain the growth we have experienced. Tax dollars from the hotel will deliver significant revenue for the town to use to address critical issues. Your approval of conscientious development applications like the East Peak Hotel is imperative to allowing Breckenridge to progress and continue to enjoy a strong market share of ski town tourism.

I believe in you all and your ability to see the strong merits of this submitted development application. I know I speak for many town residents that we are counting on you to approve this amazing hotel development. I appreciate your dedication and commitment to our beautiful town and for your consideration to the timeliness of this critical stepping stone for our community.

Warm regards,

Carol Gutter

Carol Gutter, CRS GRI
Real Estate of the Summit, Inc.
Box 4690
620 Village Road
Breckenridge, CO 80424
[970 453 1450](tel:9704531450) office
[970 390 7133](tel:9703907133) cell
[970 453 5737](tel:9704535737) residence
[970 453 5916](tel:9704535916) fax
Carol@RealEstateoftheSummit.com
www.realestateofthesummit.com





COLDWELL BANKER MOUNTAIN PROPERTIES
P.O. BOX 1598
BRECKENRIDGE, CO 80424

OFFICE (970) 453-0401
www.coloradomountainsrealestate.com

Dear Town of Breckenridge Town Council,

I am writing you as the Broker/Owner of Coldwell Banker Mountain Properties located at 137 South Main Street to express my support for the proposed East Peak Hotel. Coldwell Banker has operated in the Town of Breckenridge continuously for over 30 years. Our long history of success (and survival) in Breckenridge gives us the credibility to comment on such a project.

East Peak Hotel will attract nightly stay visitors seeking a luxury experience. These affluent guests will frequent our best restaurants, our unique shops and buy luxury real estate, all of which drives our local economy.

The Breckenridge Town Council has always strived to “raise the bar” as to how our guests experience our Town. I encourage you to take yet another step to provide our visitors with a luxury slope side option for accommodations as they enjoy our great community.

Please endorse East Peak Hotel.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dennis R Saffell', written over a light blue horizontal line.

Dennis R Saffell, ALC

Broker/Owner

MOUNTAIN PRIDE

CLEANING & RESTORATION, INC.

Breckenridge Town Council

RE: Peak 8 Development

To whom it may concern,

My name is Mark Rusciollelli and I am the owner of Mountain Pride Cleaning & Restoration. I am writing to you in support of the proposed development of Peak 8 by Breckenridge Grand Vacations.

Mountain Pride has been affiliated with BGV for the last 30 years as their preferred carpet cleaning, upholstery, fire & water restoration company. We have started from the beginning when BGV was only a small company with just a few properties and increased with them as they grew to the successful company they are now, which has increased our success as a small privately owned local business.

The original proposal included density from open space, but now that the request is using the gondola area (lot) and not back country area it is even more attractive to our community so that we are preserving our wilderness.

As a supporter of the BOEC, which a facility is included in the proposal, I find that giving the project to a developer that doesn't know Breckenridge and our community very concerning. Also giving up much needed funds to preserving the Cucumber Gulch area with ongoing environmental improvements through fees to BGV guests per nightly stays.

Other benefits to granting BGV's proposal:

Workforce housing to include deed restricted units in both Breckenridge & Dillon

Professional Advancement opportunities within our community

BGV is a known and respected developer

Voluntary height restrictions to project (unlike an outside developer who could build a large property without the concerns for the needs and wants of our community)

Increased tax dollars: Lodging Tax, Real Estate Transfer Tax

Fulfills unmet need for quality lodging product in the town of Breckenridge

Just to name a few areas. I hope the Town Council will consider the proposal and grant Breckenridge Grand Vacations the peak 8 development.

Sincerely

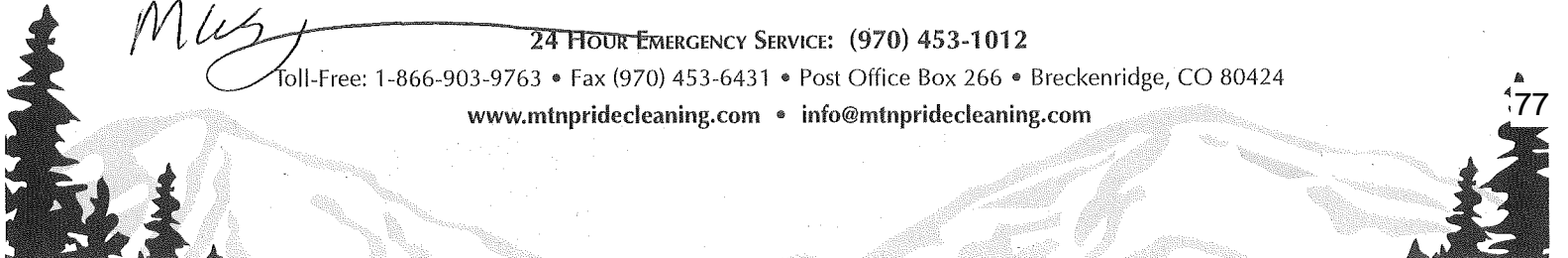
Mark Rusciollelli



24 HOUR EMERGENCY SERVICE: (970) 453-1012

Toll-Free: 1-866-903-9763 • Fax (970) 453-6431 • Post Office Box 266 • Breckenridge, CO 80424

www.mtnpridecleaning.com • info@mtnpridecleaning.com



From: Paula Stanton [<mailto:stanton@colorado.net>]
Sent: Saturday, June 16, 2018 5:17 PM
To: Holman, Rick
Subject: Peak 8 Breckenridge Ski Area Base Development

Rick, Thanks for the opportunity to share my opinion of the merit of moving forward with the Development Team that has been assembled proposing to undertake the Hotel Development at the Peak 8 Base, under the guidance of Mike Dudick. I feel that this Plan, as "guided" by the input of our Planning Commission, represents a very professional, balanced, intelligent and Community spirited use of such a centric site. To me, it would appear the process has been very proactive and that all Parties have been thoughtful and aware in formulating an end product that truly represents the best interests of our Town.

As with any Developer/Business Entity, it is important to have a clear development plan and objective, while recognizing the overall impact, positive and negative, to the vitality and vibrancy of our Community. I feel that based on the past merits of undertakings of various components of this Development Team, we can feel comfortable moving forward with what appears to be a very viable and positive completion to the current Peak 8 Base balance. Our revenue base alone stands to benefit tremendously. Again, thanks for allowing me the time to comment. Best, Paula

Paula Stanton
GRI, CRS, CNE (Certified Negotiation Expert), RRS (Resort & Recreation Specialist), eCertified Member, CO Real Estate Commission 1993-1999
Realtor of the Year, 1994 and 2004
stanton@colorado.net
Cell: 970.485.0592 Bus: (970) 453-0550
LIV Sotheby's International Realty
101 S. Main Street | P.O. Box 2619
Breckenridge CO 80424



From: Phillips Armstrong <phillipsarmstrong@gmail.com>
Date: June 18, 2018 at 3:37:37 PM MDT
To: <rickh@townofbreckenridge.com>
Subject: Letter of Support

Good Afternoon Rick,

I wanted to take just a brief moment and express my full and sincere support of the Breckenridge Grand Vacations hotel project. As a new business owner in Breckenridge I have not had the years of exposure that most others have to this community, however from what little I have seen I can say that I feel strongly about the prospect of a new high end lodging option in town. Our new dining option caters heavily to the type of clientele that this property will attract, and as such, I am in full support of the project.

Further, I've been lucky enough to have met most of the executive team from BGV and will say that as a company, they seem like the ideal partner for the community. With all of their philanthropic efforts, the notion of giving back, and the local roots, I would say it would seem foolish to leave this project to chance with another developer. From what I know of the trade offs, the town seems to benefit quite well by allowing this project to move forward and I would hate to see us leave some of those benefits on the table.

With the growing popularity of our market, and the need for more high end lodging options, it seems like a perfect fit and encourage council to vote in favor of the development.

If you have any additional questions or concerns please do contact me at this address.

Best,



Phillips Armstrong, Founder
DESTINATION HOSPITALITY

[Aurum Food & Wine Steamboat](#) • [Aurum Food & Wine Breckenridge](#) • [Table 79 Foodbar](#)

[c] 303-378-7207

[o] 970-879-9500

[a] 811 Yampa St., Steamboat Springs CO 80487

6/10/18

Robert W. Catalano

Email: rob@riddengear.com

Direct: 970-390-4166

To Whom It May Concern,

As a local business owner, resident and former employee of Breckenridge Grand Vacations I endorse the proposed hotel project at the base of Peak 8. The opportunity to develop this parcel with a known developer highlighted with an established track record of giving back to the community is an obvious choice.

There are many winners on this deal; BOEC, residents and guests utilizing Cucumber Gulch, workforce housing, perpetual lodging taxes (on 4-star hotel rates), and trickle down spending in all of our local businesses.

Upon review of the plan and the self-imposed concessions it is my opinion that all the boxes have been checked and this project should advance.

Best Regards,

Robert W. Catalano

Ridden, LLC, Owner

From: Stu Van Anderson [<mailto:stu@propertyinbreck.com>]
Sent: Sunday, June 17, 2018 10:24 AM
To: Holman, Rick
Subject: East Peak Hotel
Importance: High

Hello fellow Breckenridge Citizens, Business Owners and Town Council Members.

I am 100% in favor of the East Peak Hotel and development. For more reasons than I can mention, some of which I am sure you would not like. Others maybe you would, I do not know.

However, please take my simple request into consideration.

Stu

Stu Van Anderson
Branch Manager, Real Estate Broker
Direct: 970-485-1214
Email: stu@propertyinbreck.com

www.firstbreckenridgerealestate.com



Coldwell Banker Mountain Properties
P.O. Box 1598, 137 South Main Street
Breckenridge, Colorado, 80424



**GLOBAL
LUXURY**



From: Renee Imamura [<mailto:renee@buyinsummitcounty.com>]
Sent: Tuesday, June 19, 2018 4:09 PM
To: Holman, Rick
Cc: Renee@slifersummit.com
Subject: East Peak Hotel

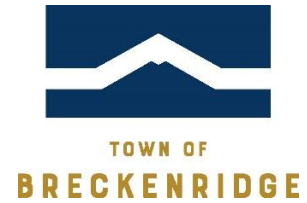
Hi Rick and the Town of Breckenridge,
I wanted to email you all and let you know that I am in support of the East Peak Hotel on Peak 8. The town of Breckenridge can definitely use a Luxury Hotel.
Thank you for your consideration with this project.

Sincerely,
Renee

 Renee Imamura | Broker Associate
Slifer Smith & Frampton Real Estate
970.393.2308 | renee@slifersummit.com
www.buyinsummit.com



Please Note: We will never email you wire instructions, please call me if you are asked to wire money.



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Assistant Director of Community Development
Date: 6/20/2018
Subject: Resolution Amending the TDR Ratio for Affordable Housing

At the June 5 Council work session, the Council agreed to amend the ratio for Transfer of Development Rights (TDRs) for affordable housing projects. The new ratio will require that one unit of density owned by the Town be transferred/extinguished for every two units of affordable housing constructed (1:2 ratio). Attached is the first reading ordinance that will amend the Development Code provisions regarding the ratio.

1 ***FOR WORKSESSION/FIRST READING – JUNE 26***

2
3 Additions To The Current Breckenridge Town Code Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. ____

7
8 Series 2018

9
10 AN ORDINANCE AMENDING POLICY 3 (ABSOLUTE)(“DENSITY/INTENSITY”) OF
11 SECTION 9-1-19 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE
12 “BRECKENRIDGE DEVELOPMENT CODE,” CONCERNING THE AMOUNT OF
13 DENSITY TO BE TRANSFERRED BY THE TOWN IN CONNECTION WITH THE
14 DEVELOPMENT OF AN ATTAINABLE WORKFORCE HOUSING PROJECT; AND
15 MAKING A CONFORMING AMENDMENT TO THE BRECKENRIDGE TOWN CODE

16
17 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
18 COLORADO:

19
20 Section 1. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
21 the following definition:
22

**ATTAINABLE WORKFORCE
HOUSING PROJECT:**

**Has the meaning provided in Section 9-1-
14 of this Code.**

23
24 Section 2. Section (E)(1) of Policy 3(Absolute)(“Density/Intensity”) of Section 9-1-19 of
25 the Breckenridge Town Code is amended to read in its entirety as follows:
26

27 E. Density for Attainable Workforce Housing Projects

28
29 (1) When new attainable workforce housing projects are developed within the
30 corporate limits of the Town, the Town government shall transfer density it owns
31 to the attainable workforce housing project at a ~~1:4~~ **1:2** ratio (i.e., transfer one
32 development right for every ~~four~~ **two** attainable workforce housing project units
33 permitted to be built).
34

35 Section 3. Except as specifically amended hereby, the Breckenridge Town Code, and the
36 various secondary codes adopted by reference therein, shall continue in full force and effect.
37

38 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
39 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
40 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
41 thereof.
42

1 Section 5. The Town Council hereby finds, determines and declares that it has the power
2 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
3 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
4 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
5 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
6 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
7 contained in the Breckenridge Town Charter.
8

9 Section 6. This ordinance shall be published and become effective as provided by Section
10 5.9 of the Breckenridge Town Charter.
11

12 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED
13 IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the regular meeting of
14 the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2018, at 7:00
15 P.M., or as soon thereafter as possible in the Municipal Building of the Town.
16

17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation
19
20
21

22 By: _____
23 Eric S. Mamula, Mayor
24

25 ATTEST:
26
27
28
29

30 _____
31 Helen Cospolich, CMC,
32 Town Clerk
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Memo

To: Breckenridge Town Council Members
From: Peter Grosshuesch, Director of Community Development
Date: June 20, 2018
Subject: Planning Commission Decisions of the June 19, 2018 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, JUNE 20, 2018:

CLASS A APPLICATIONS: None

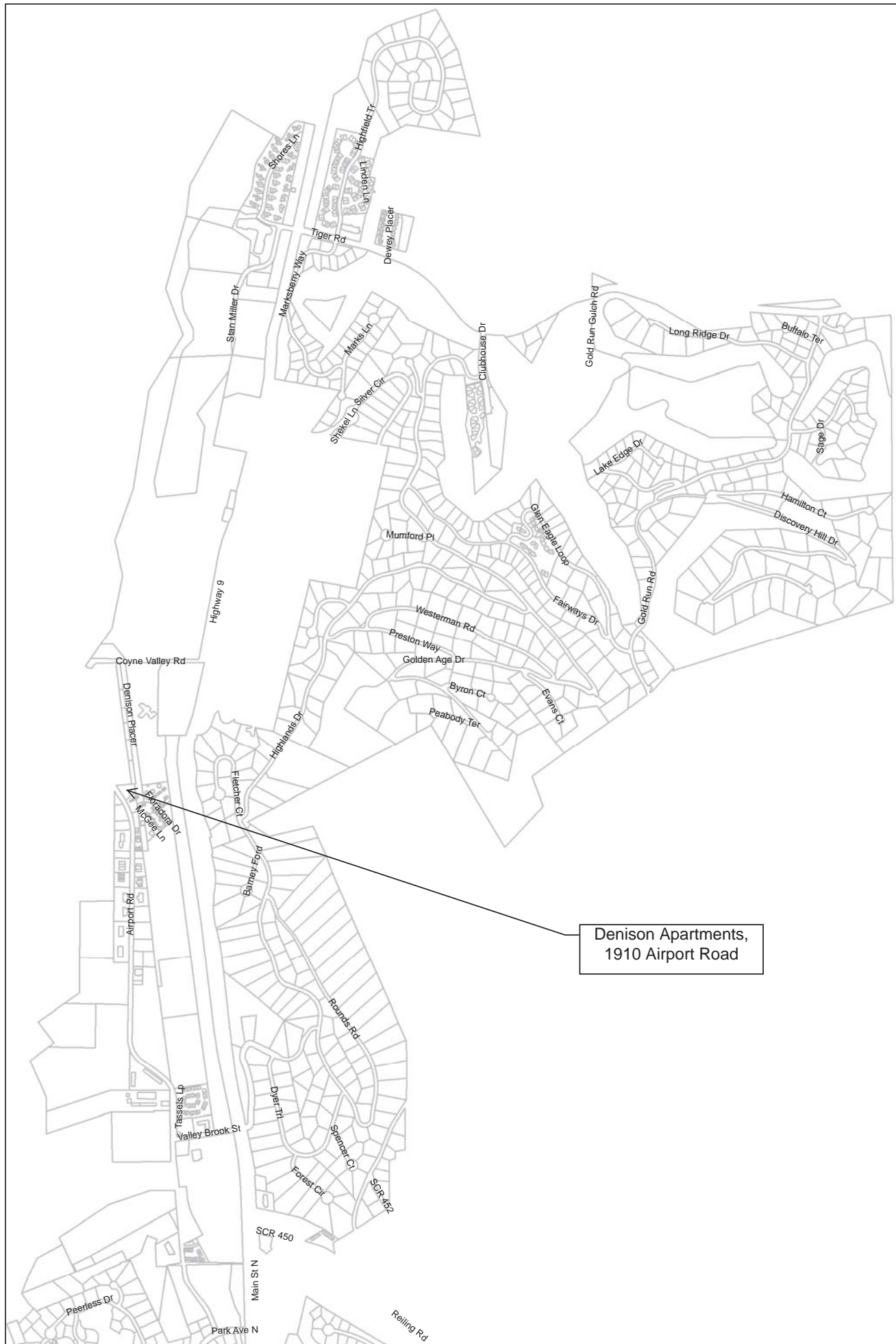
CLASS B APPLICATIONS: None

CLASS C APPLICATIONS: None

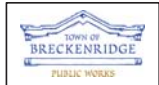
TOWN PROJECT HEARINGS: None

OTHER:

Resolution No. 1, Series 2018 – The Planning Commission adopted a resolution amending Rule 5.1 and Rule 29 of the “Town of Breckenridge Planning Commission Rules of Procedure (Jan 2011 Edition),” regarding the date, time, and place of regular meetings and continuance of hearings, respectively.



Denison Apartments,
1910 Airport Road



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	Ron Schuman
Mike Giller	Steve Gerard	
Dan Schroder	Gretchen Dudney	

APPROVAL OF MINUTES

With no changes, the June 4, 2018 Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the June 19, 2018 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comments.

PRELIMINARY HEARINGS:

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

Mr. Kulick presented 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.

Applicant is Kenny Thaemert, and the architect is Mike Shultz.

Ms. Leidal disclosed she was involved in a previous application with a previous applicant at this parcel. The commission had no concerns.

Commission Questions / Comments:

Mr. Schuman: Can you talk about snow stack? (Mr. Kulick: There is adequate snow storage which equates to 27% of the paved surface area.)

Ms. Leidal: I believe there are public snow storage areas that are adjacent to the parking areas. Can you double-check that before the next hearing? (Mr. Kulick: Yes.) And I wanted to ask about the separation of the parking area from Denison Placer Road. (Mr. Shultz: It's about 12 feet on one side and 8 feet on the other).

Mr. Schuman: What's the short term rental restriction? (Mr. Thaemert: No less than 3 months.) Will the transit shelter be part of the development agreement? (Chris: I believe the Town will place the easement on the property prior to the land transfer.)

Ms. Leidal: The staff report says the parking lot is 9 feet north of the property line. (Mr. Kulick: The parking is covered in terms of site buffering.) (Ms. Puester: When separation less than 5 feet we are looking at negative points for site buffering.)

Mr. Giller: Can you speak more to the architectural guidelines in terms of contemporary look? (Mr. Kulick: The design standards are not mandatory and recommend a "Breckenridge Vernacular" design that feature gabled roof pitches and board and batten or lapped siding. Mr. Kulick showed a color rendering of the building.

Ms. Dudney: The design is similar to other structures on Continental court.

Mr. Schroder: I agree with Gretchen, it's similar.

Mr. Giller: What else would we see on Block 11 that's similar? (Mr. Kulick: That would be up to the discretion of a future applicant.)

Ms. Dudney: What else is left that is part of the Block 11 plan? (Ms. Puester: There's a little over 18 acres

left to develop, all town owned.)
Mr. Lamb: I think it's dangerous to speculate and we should focus on what's in front of us. (Mr. Truckey: I wanted to remind that the last proposal on this site was very contemporary as well and the commission was comfortable with it.) (Mr. Kulick: We felt that we should note the design standards in the staff report and point analysis so there was a precedent cited for not meeting those standards.)

Mr. Thaemert Presented:

To touch on some of those items; we feel the site is a transition zone. The previous design for this site was contemporary and the commission was positive toward it; that's why we did it that way. There are some natural materials on the building although not substantial. We increased the landscaping in a subsequent revision. I appreciate your consideration.

Ms. Dudney: You'd like to see the -2 points removed for more landscaping in the future? (Mr. Thaemert: Yes)

The hearing was opened to public comment: No comments and the public hearing was closed.

Mr. Schroder: In Steamboat Springs there are a number of buildings that are brightly colored. I was concerned about this project heading this way. I thought we were deviating a great deal but when I got to the colors in the packet I was positively refreshed.

Mr. Lamb: There are a lot of non-natural materials but it is consistent with the neighborhood look. This would never fly in the Historic district but it fits perfectly out there. It's nice to see some differences. I'm glad the building height is as it is, because the area becomes a lake in the spring. The trees, I always like more vegetation. I think extending the internal sidewalks to the bus stop is a great idea. I think the point analysis is spot on.

Ms. Dudney: The positive points under Policy 24/R for Council Goals are warranted because workforce housing is so important. We need the housing. I think it's a great project and I like the contemporary look. Many single family homes are moving to this look as well.

Mr. Schuman: The -2 points are warranted under 22/R. I do support the staff recommendation concerning the walkways. The preliminary point analysis I support. I don't necessarily agree that more landscaping is better. I do think this is a good use of the Town Council goals for more workforce housing.

Mr. Giller: Number one yes, a small hit for small trees. 2, 3 Agree. 4, it's a good project.

Mr. Schroder: Trees yes, walkways I like the comment about waiting to see where residents are walking. The West edge of the south building would need a walk around. The point analysis is good and I concur that it's a nice project and fits in the district that it's in. I think it's adding flavor to our town.

Mr. Gerard: I agree with -2 points for landscaping. I think you need to connect the walkways to the external sidewalks because the tenants will create trails. I agree with the point analysis. I think the building looks a lot like the iron works building and it's continuing a look that's already there. Gretchen's observations are correct and the look of homes is going toward a more contemporary look. Meets the need and looks good.

Ms. Leidal: Good looking project. I agree with point analysis. I also agree to connect the sidewalks to the street. Good project and looking forward to seeing the final.

OTHER MATTERS:

1. Resolution Amending the Planning Commission Rules of Procedure

Ms. Puester reviewed the resolution, regarding two changes: The first is regarding Rule 5.1 regarding the date, time and place of the meeting. This allows the Planning Commission to reschedule a meeting with one vote versus doing two separate motions. The second change is to Rule 29, Continuance of a Hearing, in order to clarify what "good cause for continuance" means. It also allows to continue the hearing prior to the

meeting date.

Ms. Leidal: I think the changes are good and make sense.

Opened for public comment: No comments.

Mr. Giller made a motion to approve Resolution 1, Series 2018, a Resolution Amending the Planning Commission Rules of Procedure. Seconded by Mr. Gerard. The motion carried unanimously.

2. Town Council Summary

Ms. Puester: At the Block 11 Work Session Council gave direction to remove the community center and replace it with micro units in the plans. The open staircase that staff and some Commissioners had concerns about was given a head nod to remain open.

Ms. Dudney: What's the school that's mentioned for McCain? (Mr. Truckey: We are doing a land swap with the school district where they receive a parcel on McCain as a potential school site and the Town receives land just north of Upper Blue Elementary.)

Mr. Schuman: What kind of micro units on Block 11?

Mr. Giller: What's the size of a micro unit? (Ms. Puester: They are working on the plans now, likely 350-400 square feet.)

Mr. Gerard: I recall the architect saying they would get at least 8 more micro units. (Mr. Grosshuesch: There's code issues with enclosing the hallways they are still working on.)

Ms. Dudney: Is a micro unit smaller than a studio? (Ms. Puester: Yes.) Aren't they doing micro units in Frisco? (Ms. Puester: Yes but they are not deed restricted.)

ADJOURNMENT:

The meeting was adjourned at 6:24 pm.

Christie Mathews-Leidal, Chair



Scheduled Meetings

Shading indicates Council required attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.

June 2018

Wednesday, June 20, 2018	4:30pm - 5:30pm	Riverwalk Plaza	Ribbon Cutting for Paley's - Syncline
Thursday, June 21, 2018	4:30pm - 6:00pm		CAST Reception and Annual Meeting
Tuesday, June 26, 2018	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month
Thursday, June 28, 2018	5:30pm - 7:00pm	Rec Center - MPR	SAYR Open House

July 2018

Wednesday, July 4, 2018	All Day	Main Street	4th of July Celebrations
Tuesday, July 10, 2018	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Friday, July 13, 2018	8:00am - 9:00am	B & B Trailhead	Coffee Talk, then a Bike Ride or Hike
Tuesday, July 24, 2018	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

Other Meetings

June 25th, 2018	Open Space & Trails Meeting	5:30pm
	RW&B Board Meeting	3:00pm
June 26th, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
June 27th, 2018	Summit Stage Transit Board Meeting	8:15am
	Summit Combined Housing Authority	9:00am
	Childcare Advisory Committee	3:00pm
June 28th, 2018	Transit Advisory Council Meeting	8:00am
	Breckenridge Tourism Office Board Meeting	8:30am
July 3rd, 2018	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
July 10th, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm
July 11th, 2018	Breckenridge Events Committee	9:00am
July 12th, 2018	I-70 Coalition	1:00pm
	Upper Blue Sanitation District	5:30pm
July 16th, 2018	Breckenridge Creative Arts	4:00pm
July 17th, 2018	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
July 18th, 2018	Summit Stage Transit Board Meeting	8:15am
July 23rd, 2018	Open Space & Trails Meeting	5:30pm
July 24th, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
July 25th, 2018	Summit Combined Housing Authority	9:00am
July 26th, 2018	Northwest CO Council of Governments	10:00am
August 8th, 2018	Breckenridge Heritage Alliance	Noon
August 23rd, 2018	CAST	7:45am
August 30th, 2018	QQ - Quality and Quantity - Water District	10:00am