



**TOWN OF
BRECKENRIDGE**

Town Council Regular Meeting
Tuesday, January 14, 2020, 7:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - DECEMBER 10, 2019

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

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

B. BRECKENRIDGE TOURISM OFFICE UPDATE

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS

1. *COUNCIL BILL NO. 39, SERIES 2019 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION (South Gondola Lot)*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2020

1. *COUNCIL BILL NO. 1, SERIES 2020 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE "BRECKENRIDGE SUBDIVISION STANDARDS"*

2. *COUNCIL BILL NO. 2, SERIES 2020 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO NONPROFIT CORPORATION (100 South French Street)*

3. *COUNCIL BILL NO. 3, SERIES 2020 - AN ORDINANCE CONCERNING THE LEASING OF THE BRECKENRIDGE PROFESSIONAL BUILDING*

4. *COUNCIL BILL NO. 4, SERIES 2020 - AN ORDINANCE AMENDING SECTION 6-3-5 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE DEFINITION OF "LEWD AND INDECENT DISPLAYS"*

B. RESOLUTIONS, SERIES 2020

1. *RESOLUTION NO. 1, SERIES 2020 - A RESOLUTION DETERMINING THAT THE APRIL 7, 2020 REGULAR TOWN ELECTION SHALL BE A MAIL BALLOT ELECTION*

C. OTHER

VII. PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS
- B. SOUTH GONDOLA LOT PARKING STRUCTURE TOWN PROJECT

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. OWENS)
- F. BRECKENRIDGE CREATIVE ARTS (MR. GALLAGHER)
- G. BRECKENRIDGE EVENTS COMMITTEE (MS. GIGLIELLO)
- H. MT 2030 (MS. WOLFE)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

- A. SCHEDULED MEETINGS FOR JANUARY AND FEBRUARY

XII. ADJOURNMENT

D) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of December 10, 2019 to order at 7:00pm. The following members answered roll call: Mr. Bergeron, Ms. Owens, Mr. Gallagher, Mr. Carleton, Ms. Wolfe, Ms. Gigliello and Mayor Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES - NOVEMBER 26, 2019

With no changes or corrections to the meeting minutes of November 26, 2019 Mayor Mamula declared they would stand approved as presented.

III) APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda. Mayor Mamula declared the agenda approved as presented.

IV) COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment.
There were no comments and Citizen's Comment was closed.

B) BRECKENRIDGE TOURISM OFFICE UPDATE

Ms. Lucy Kay, Director of the BTO, stated the Santa Race appeared on NBC social channels, and people came from all over the world for this event which had 800 people registered. She further stated the Bernese Mountain Dog parade was popular. Ms. Kay stated that with Ullr Fest this week, there is no Ice Plunge, and the parade and bonfire are set to go. She also stated that for the Snow Sculpture event, people are pleased with the World Peace theme in 2021, this year is the 30th anniversary of the event, and we'll be projecting images on the building and on the ground. Ms. Kay stated Breck 101 is taking place soon and 500 people are registered. She also mentioned the Community Affairs and Services position will be posted this week. Ms. Kay stated Mr. Brett Howard and his team have been working on the messaging around responsible tourism, and they are looking for a tagline for the sustainability message. She stated lodging numbers look to be down a bit for the season, and we will reassess for additional winter marketing based on those trends.

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2020 - PUBLIC HEARINGS

1) COUNCIL BILL NO. 35, SERIES 2019 - AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE BUILDING CODES OF THE TOWN OF BRECKENRIDGE; ADOPTING BY REFERENCE AND AMENDING: THE INTERNATIONAL BUILDING CODE, 2018 EDITION; THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, INCLUDING APPENDIX F AND K; THE INTERNATIONAL PLUMBING CODE, 2018 EDITION INCLUDING APPENDIX; THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION, INCLUDING APPENDIX A; THE INTERNATIONAL FUEL GAS CODE, 2018 EDITION, INCLUDING APPENDIX A AND B; THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION; THE INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; THE INTERNATIONAL POOL AND SPA CODE, 2018 EDITION; THE NATIONAL ELECTRICAL CODE, 2017 EDITION; THE ICC ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS, 2006 EDITION; AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION

Mayor Mamula read the title into the minutes. Mr. Berry stated there were several changes to this ordinance from first reading, one of which is to remove the pool and spa code, and there are some amendments noted in the packet memo 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. 35, SERIES 2019 - AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 1

OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE BUILDING CODES OF THE TOWN OF BRECKENRIDGE; ADOPTING BY REFERENCE AND AMENDING: THE INTERNATIONAL BUILDING CODE, 2018 EDITION; THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, INCLUDING APPENDIX F AND K; THE INTERNATIONAL PLUMBING CODE, 2018 EDITION INCLUDING APPENDIX; THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION, INCLUDING APPENDIX A; THE INTERNATIONAL FUEL GAS CODE, 2018 EDITION, INCLUDING APPENDIX A AND B; THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION; THE INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; THE INTERNATIONAL POOL AND SPA CODE, 2018 EDITION; THE NATIONAL ELECTRICAL CODE, 2017 EDITION; THE ICC ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS, 2006 EDITION; AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION. Ms. Owens seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 36, SERIES 2019 - AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER, A COLORADO NONPROFIT CORPORATION (Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center; 103 South Harris Street)

Mayor Mamula read the title into the minutes. Ms. Shannon Haynes stated there were no changes to this ordinance from first reading.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 36, SERIES 2019 - AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER, A COLORADO NONPROFIT CORPORATION (Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center"; 103 South Harris Street). Ms. Gigliello seconded the motion.

The motion passed 7-0.

- 3) COUNCIL BILL NO. 37, SERIES 2019 - AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO ACQUIRE AND RESELL REAL PROPERTY PURSUANT TO THE TOWN OF BRECKENRIDGE "BUY DOWN" HOUSING PROGRAM

Mayor Mamula read the title into the minutes. Mr. Berry stated there were no changes to this ordinance from first reading.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 37, SERIES 2019 - AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO ACQUIRE AND RESELL REAL PROPERTY PURSUANT TO THE TOWN OF BRECKENRIDGE "BUY DOWN" HOUSING PROGRAM. Mr. Carleton seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

- A) FIRST READING OF COUNCIL BILLS, SERIES 2019

- 1) COUNCIL BILL NO. 40, SERIES 2019 - AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL PROPERTY (Condominium Unit 163, Building L, Gold Camp II Condominiums)

Mayor Mamula read the title into the minutes. Mr. Berry stated this emergency ordinance would approve the sale of a condominium purchased as part of the Town's buy-down program. He further stated this ordinance needs to be an emergency ordinance to allow the buyer to close in this calendar year.

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

Mr. Bergeron moved to approve COUNCIL BILL NO. 40, SERIES 2019 - AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL PROPERTY (Condominium Unit 163, Building L, Gold Camp II Condominiums) as an emergency ordinance. Ms. Gigliello seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2019

1) RESOLUTION NO. 26, SERIES 2019 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2020

Mayor Mamula read the title into the minutes. Mr. Holman stated this resolution would renew the Town's agreement with Town Attorney Timothy Berry. He further stated this agreement would include a 5.5% hourly pay increase, which is consistent with staff annual raises.

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

Mr. Bergeron moved to approve RESOLUTION NO. 26, SERIES 2019 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2020. Mr. Gallagher seconded the motion.

The motion passed 7-0.

2) RESOLUTION NO. 27, SERIES 2019 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH ROBERT GREGORY OF WEST HUNTLEY GREGORY PC FOR 2020

Mayor Mamula read the title into the minutes. Mr. Holman stated this resolution would renew the Town's agreement with Town Prosecuting Attorney Robert Gregory. He further stated this would include a 5.5% hourly pay increase to be consistent with Mr. Berry and staff, and a revised agreement will be provided.

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

Mr. Bergeron moved to approve RESOLUTION NO. 27, SERIES 2019 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH ROBERT GREGORY OF WEST HUNTLEY GREGORY PC FOR 2020. Ms. Gigliello seconded the motion.

The motion passed 7-0.

3) RESOLUTION NO. 28, SERIES 2019 - A RESOLUTION APPROVING A DEVELOPMENT MANAGEMENT AGREEMENT WITH GORMAN & COMPANY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY (McCain Affordable Housing)

Mayor Mamula read the title into the minutes. Mr. Berry stated this resolution will approve an agreement for development management of the McCain Affordable Housing project, and a slightly revised version was handed out at the work session.

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

Mr. Bergeron moved to approve RESOLUTION NO. 28, SERIES 2019 - A RESOLUTION APPROVING A DEVELOPMENT MANAGEMENT AGREEMENT WITH GORMAN & COMPANY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY (McCain Affordable Housing). Ms. Wolfe seconded the motion.

The motion passed 7-0.

- 4) **RESOLUTION NO. 29, SERIES 2019 - A RESOLUTION APPROVING AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO CONCERNING THE HURON LANDING AUTHORITY**

Mayor Mamula read the title into the minutes. Mr. Berry stated this resolution would amend an intergovernmental agreement with the Board of County Commissioners for the Huron Landing Authority. He further stated this is a housekeeping ordinance.

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

Mr. Bergeron moved to approve RESOLUTION NO. 29, SERIES 2019 - A RESOLUTION APPROVING AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO CONCERNING THE HURON LANDING AUTHORITY. Mr. Carleton seconded the motion.

The motion passed 7-0.

- C) **OTHER**

- 1) **LIQUOR AND MARIJUANA LICENSING AUTHORITY APPOINTMENTS**

Mr. Holman stated there were two applicants for the Liquor and Marijuana Licensing Authority seats, Leigh Girvin and Taryn Power, and staff recommends approval. Mr. Bergeron made a motion to approve the two named applicants for the seats on this authority. Ms. Wolfe seconded the motion. The motion passed 7-0.

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

Reports of Town Manager and Staff were covered in the afternoon work session.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

Other matters were covered during the afternoon work session.

X) OTHER MATTERS

Reports of the Mayor and Council Members were covered in the afternoon work session.

- A. Cast/MMC
- B. Breckenridge Open Space Advisory Committee
- C. Breckenridge Tourism Office
- D. Breckenridge Heritage Alliance
- E. Breckenridge Creative Arts
- F. Breckenridge Events Committee
- G. Water Task Force
- H. MT 2030

XI) SCHEDULED MEETINGS

- A) **SCHEDULED MEETINGS FOR DECEMBER AND JANUARY**

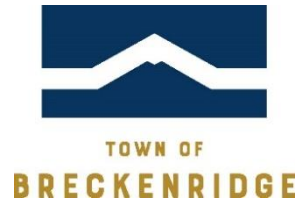
XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:27pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: 1/7/2020
Subject: Council Bill No. 39 (Approving Density Transfer Development Agreement with Vail Summit Resorts, Inc.)

The second reading of the ordinance to approve a Development Agreement with Vail Summit Resorts, Inc. is scheduled for your meeting on January 14th. You will recall that the purpose of the Development Agreement is to authorize VSRI to transfer the density from the South Gondola Lot to other VSRI properties because the density will be unusable during the term of the Town's South Gondola Lot Ground Lease.

There are no changes proposed to either the ordinance or the Development Agreement from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – JAN. 14***

2
3 ***NO CHANGE FROM FIRST READING***

4
5 COUNCIL BILL NO. 39

6
7 Series 2019

8
9 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
10 VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION
11 (South Gondola Lot)

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

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

18
19 A. The Town and Vail Summit Resorts, Inc., a Colorado corporation (“**VSRI**”) entered
20 into that Ground Lease dated July 8, 2019 (“**Ground Lease**”). A Memorandum of the Ground
21 Lease dated as of July 8, 2019 was recorded July 9, 2019 at Reception No. 1202097 of the real
22 property records of the Clerk and Recorder of Summit County, Colorado (“**Records**”).

23 B. Pursuant to the Ground Lease, VSRI leased to the Town the following described real
24 property:

25 Lots 1-A, 3-A, 3-B and 4, Sawmill Station Square, Filing No. 3, Amendment No.
26 2, according to the Plat thereof filed with the Summit County, Colorado Clerk
27 and Recorder on January 21, 1986 at Reception No. 311104, Summit County,
28 Colorado; and

29
30 Lots 1-B and 1-C, A Replat of Lots 1-B & 1-C, Sawmill Station Square, Filing
31 No. 3, Amendment No. 2 & Lot 1, Sawmill Station Square, Filing No. 1,
32 Amendment No. 2 according to the Plat thereof filed with the Summit County,
33 Colorado Clerk and Recorder on December 14, 1990 at Reception No. 397221,
34 Summit County, Colorado.

35
36 Such real property is referred to in this Agreement as the “**South Gondola Lot.**”

37 C. The initial term of the Ground Lease is fifty (50) years. Subject to certain terms and
38 conditions as described in the Ground Lease, the Town may extend the term of the Ground Lease
39 for up to an additional twenty (20) years.

1 D. Under the Town’s land use regulations a certain amount of density has been attributed
2 to the South Gondola Lot. Such density is not required by the Town in connection with its use of
3 the South Gondola Lot pursuant to the Ground Lease.

4 E. In recognition of the fact that VSRI will not be able to use the density on the South
5 Gondola Lot during the term of the Ground Lease, Section 5.3E of the Ground Lease provides
6 that VSRI is to be allowed to transfer all or a portion of the density attributable to the South
7 Gondola Lot to other real property owned by VSRI located within the corporate limits of the
8 Town.

9 F. Section 9-1-17-12A of the Breckenridge Town Code provides that the transfer of
10 density from one parcel of land located within the corporate limits of the Town to another parcel
11 of land located within the corporate limits of the Town may be approved by a development
12 agreement.

13 G. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the
14 authority to enter into a development agreement.

15 H. Because VSRI entered into the Ground Lease, the Town Council finds and
16 determines that no further commitments mentioned in Section 9-9-4 of the Breckenridge Town
17 Code should be required from VSRI in connection with this Agreement.

18 I. The Town Council has received a completed application and all required submittals
19 for a development agreement (“**Application**”); had a preliminary discussion of the Application
20 and a proposed development agreement with VSRI; and determined that it should commence
21 proceedings for the approval of the proposed development agreement with VSRI without
22 referring the proposed development agreement to the Planning Commission for its review and
23 recommendation.

24
25 J. A proposed development agreement between the Town and VSRI has been prepared,
26 a copy of which is marked Exhibit “A”, attached hereto and incorporated herein by reference
27 (“**Development Agreement**”).
28

29 K. The Town Council has reviewed the proposed Development Agreement.
30

31 L. The approval of the proposed Development Agreement is warranted in light of all
32 relevant circumstances.
33

34 M. The procedures to be used to review and approve a development agreement are
35 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
36 Chapter have substantially been met or waived in connection with the approval of the proposed
37 Development Agreement and the adoption of this ordinance.
38

39 Section 2. Approval of Development Agreement. The Development Agreement between
40 the Town and Vail Summit Resorts, Inc., a Colorado corporation (Exhibit “A” hereto), is
41 approved, and the Town Manager is authorized, empowered, and directed to execute such
42 agreement for and on behalf of the Town of Breckenridge.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

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. 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 5. 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 6. 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 _____, 2019. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2019, 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

ATTEST:

Helen Cospolich, CMC,
Town Clerk

1 Exhibit "A"

2
3 APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
4 PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
5 STATUTES, AS AMENDED
6

7
8 **DEVELOPMENT AGREEMENT**
9

10 This Development Agreement ("**Agreement**") is dated _____,
11 2019 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the
12 "**Town**") and VAIL SUMMIT RESORTS, INC., a Colorado corporation ("**VSRI**").
13

14 Recitals
15

16 A. The Town and VSRI entered into that Ground Lease dated July 8, 2019 ("**Ground**
17 **Lease**"). A Memorandum of the Ground Lease dated as of July 8, 2019 was recorded July 9,
18 2019 at Reception No. 1202097 of the real property records of the Clerk and Recorder of
19 Summit County, Colorado ("**Records**").

20 B. Pursuant to the Ground Lease, VSRI leased to the Town the real property described on
21 the attached **Exhibit "A-1"**. Such real property is referred to in this Agreement as the "**South**
22 **Gondola Lot**."

23 C. The initial term of the Ground Lease is fifty (50) years. Subject to certain terms and
24 conditions as described in the Ground Lease, the Town may extend the term of the Ground Lease
25 for up to an additional twenty (20) years.

26 D. Under the Town's land use regulations a certain amount of density has been attributed
27 to the South Gondola Lot. Such density is not required by the Town in connection with its use of
28 the South Gondola Lot pursuant to the Ground Lease.

29 E. In recognition of the fact that VSRI will not be able to use the density on the South
30 Gondola Lot during the term of the Ground Lease, Section 5.3E of the Ground Lease provides
31 that VSRI is to be allowed to transfer all or a portion of the density attributable to the South
32 Gondola Lot to other real property owned by VSRI located within the corporate limits of the
33 Town.

34 F. Section 9-1-17-12A of the Breckenridge Town Code provides that the transfer of
35 density from one parcel of land located within the corporate limits of the Town to another parcel
36 of land located within the corporate limits of the Town may be authorized by a development
37 agreement.

38 G. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the
39 authority to enter into a development agreement.

1 H. Because VSRI entered into the Ground Lease, the Town Council finds and determines
2 that no further commitments mentioned in Section 9-9-4 of the Breckenridge Town Code should
3 be required from VSRI in connection with this Agreement.

4 I. The Town Council has received a completed application and all required submittals for
5 a development agreement (or has waived required submittal not received by the Town prior to
6 the formal approval of this Agreement), had a preliminary discussion of the application and this
7 Agreement, determined that it should commence proceedings for the approval of this Agreement
8 and, in accordance with the procedures set forth in Subsection 9-9-10C of the Breckenridge
9 Town Code, has approved this Agreement by non-emergency ordinance.

10 Agreement

11
12 For good and valuable mutual consideration, the receipt and sufficiency of which are
13 hereby acknowledged, the parties hereto agree as follows:

14
15 1. The Town and VSRI acknowledge and agree that: (i) forty (40) single family
16 equivalents of density (“**SFEs**”) are currently allocated to the South Gondola Lot; (ii) sixty-eight
17 (68) SFEs are currently allocated to VSRI’s real property described on Exhibit “A-2” attached
18 hereto (which real property is referred to in this Agreement as the “**North Gondola Lot**”); and
19 (iii) an additional ninety-three (93) SFEs were transferred from VSRI’s real property described
20 on Exhibit “A-3” attached hereto (which real property is referred to in this Agreement as the
21 “**Gold Rush Lot**”) and are currently allocated to the South Gondola Lot and North Gondola Lot
22 pursuant to that certain Agreement and Covenant for Transfer of Density (Gondola Lots
23 Redevelopment Master Plan) between the Town and VSRI dated June 6, 2010 and recorded in
24 the Records on July 13, 2010 at Reception No. 942512. The SFEs described in subsections (i)
25 through (iii) above are referred to here as the “**Existing Density.**”

26 2. At any time between the date of this Agreement and the expiration date of the Ground
27 Lease VSRI is permitted to transfer all or any portion of the Existing Density (and any SFEs
28 transferred back to the South Gondola Lot from other properties owned by VSRI or its affiliates
29 after the date hereof) to the Gold Rush Lot, the North Gondola Lot and/or to any other real
30 property now or hereafter owned by VSRI or its affiliates, as determined by VSRI in its sole and
31 absolute discretion. Subject to the execution and recording of the Density Transfer Agreement
32 and Covenant described below, no further approval shall be required by the Town with respect
33 to VSRI’s transfer of density pursuant to this Section 2. The density transfer authorized by this
34 Section 2 may be made in one or more separate transfers.

35 3. Any density transfer made pursuant to this Agreement shall be evidenced by a Density
36 Transfer Agreement and Covenant substantially in the form that is attached as Exhibit “B” to
37 this Agreement.

DEVELOPMENT AGREEMENT

1 4. Any density transferred pursuant to this Agreement may not be developed without a
2 development permit issued by the Town pursuant to its applicable land use regulations as in
3 effect from time to time.

4 5. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided
5 for herein, the execution of this Agreement shall not preclude the current or future application of
6 municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively,
7 “laws”), including, but not limited to, applicable building, fire, plumbing, engineering, electrical
8 and mechanical codes, and the Town’s Development Code, Subdivision Standards and other
9 applicable land use laws, as the same may be in effect from time to time throughout the term of
10 this Agreement.

11 6. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the
12 Town to adopt or amend any Town law, including, but not limited to the Town’s: (i)
13 Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards;
14 provided, however, the Town and VSRI acknowledge and agree that any such adoption or
15 amendment shall not modify or supersede the terms and conditions of this Agreement.

16 7. This Agreement shall be binding upon and inure to the benefit of the Town and VSRI,
17 and their successors and assigns.

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

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

24 10. VSRI agrees to indemnify and hold the Town, its officers, employees, insurers, and
25 self-insurance pool, harmless from and against all liability, claims, and demands, on account of
26 injury, loss, or damage, including without limitation claims arising from bodily injury, personal
27 injury, sickness, disease, death, property loss or damage, or any other loss of any kind
28 whatsoever, which arise out of or are in any manner connected with such benefits under this
29 Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be
30 caused in whole or in part by, the negligence or intentional act or omission of VSRI; or any
31 officer, employee, representative, or agent of VSRI; except to the extent such liability, claim or
32 demand arises through the negligence or intentional act or omission of Town, its officers,
33 employees, or agents. VSRI agrees to investigate, handle, respond to, and to provide defense for
34 and defend against, any such liability, claims, or demands at the sole expense of VSRI. VSRI
35 also agrees to bear all other costs and expenses related thereto, including court costs and
36 attorney’s fees.

DEVELOPMENT AGREEMENT

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

4 12. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
5 Colorado Revised Statutes, as amended. The Town shall timely publish notice of approval of
6 this Agreement as provided in Subsection 9-9-13 of the Breckenridge Town Code.

7 13. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
8 of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly
9 provided for by a written amendment to this Agreement signed by both Town and VSRI; nor
10 shall the waiver of any default under this Agreement be deemed a waiver of any subsequent
11 default or defaults of the same type.

12 14. This Agreement shall be recorded in the real property records of the Clerk and
13 Recorder of Summit County, Colorado.

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

16 16. Personal jurisdiction and venue for any civil action commenced by either party to this
17 Agreement shall be deemed to be proper only if such action is commenced in the District Court
18 of Summit County, Colorado. VSRI expressly waives its right to bring such action in or to
19 remove such action to any other court, whether state or federal.

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

23
24 If To The Town: Rick G. Holman, Town Manager
25 Town of Breckenridge
26 P.O. Box 168
27 150 Ski Hill Road
28 Breckenridge, CO 80424
29

30 With A Copy (which
31 shall not constitute
32 notice to the Town) to: Timothy H. Berry, Esq.
33 Town Attorney
34 P.O. Box 2
35 Leadville, CO 80461
36

37 If to VSRI: Vail Summit Resorts, Inc.

DEVELOPMENT AGREEMENT

1 Attention: John Buhler
2 P.O. Box 1058
3 Breckenridge, CO 80424
4 Telephone number: (970) 453-3309
5

6 With a copy to:

Vail Summit Resorts, Inc.
Attention: Legal Department
390 Interlocken Crescent
Broomfield, CO 80021

10
11 Notices mailed in accordance with the provisions of this Section 17 shall be deemed to have been
12 given upon delivery. Notices personally delivered shall be deemed to have been given upon
13 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
14 Colorado Rules of Civil Procedure for service of civil process. E-mail is not a valid method of
15 giving notice under this Agreement.
16

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

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

23 20. All exhibits referred to in this Agreement are incorporated into this Agreement by
24 reference.

25 [Remainder of page intentionally left blank]
26
27

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

1
2
3
4
5
6
7
8
9
10

VAIL SUMMIT RESORTS, INC., a Colorado
corporation

By: _____
Name: _____
Title: _____

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

5 The foregoing instrument was acknowledged before me this ____ day of
6 _____, 2019 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC,
7 Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.
8

9 WITNESS my hand and official seal.

10
11 My commission expires: _____.
12
13
14
15

16 _____
17 Notary Public

18 STATE OF COLORADO)
19) ss.
20 COUNTY OF SUMMIT)
21

22 The foregoing instrument was acknowledged before me this ____ day of
23 _____, 2019, by _____, as
24 _____, of Vail Summit Resorts, Inc., a Colorado
25 corporation.
26

27 WITNESS my hand and official seal.

28
29 My commission expires: _____.
30
31
32
33

34 _____
35 Notary Public
36
37
38
39
40
41
42

1800-516\Density Transfer Development Agreement_5 (11-14-19)

DEVELOPMENT AGREEMENT

Exhibit "A-1"

Legal Description of the South Gondola Lot

Lots 1-A, 3-A, 3-B and 4, Sawmill Station Square, Filing No. 3, Amendment No. 2, according to the Plat thereof filed with the Summit County, Colorado Clerk and Recorder on January 21, 1986 at Reception No. 311104, Summit County, Colorado; and

Lots 1-B and 1-C, A Replat of Lots 1-B & 1-C, Sawmill Station Square, Filing No. 3, Amendment No. 2 & Lot 1, Sawmill Station Square, Filing No. 1, Amendment No. 2 according to the Plat thereof filed with the Summit County, Colorado Clerk and Recorder on December 14, 1990 at Reception No. 397221, Summit County, Colorado.

Exhibit "A-2"

Legal Description of the North Gondola Lot

[TO BE INSERTED]

Exhibit "A-2"

Exhibit "A-3"

Legal Description of the Gold Rush Lot

[TO BE INSERTED]

Exhibit "A-3"

Exhibit “B”

Form of Density Transfer Covenant

See the attached Exhibit B-1

Exhibit “B”

DENSITY TRANSFER AGREEMENT AND COVENANT

This Density Transfer Agreement And Covenant (“**Agreement**”) is made and entered into at Breckenridge, Colorado this ____ day of _____, 20____, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”), and VAIL SUMMIT RESORTS, INC., a Colorado corporation (“**VSRI**”).

RECITALS

A. WHEREAS, VSRI is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “A”, which real property is hereafter referred to in this Agreement as the “**Sending Parcel**”.

B. WHEREAS, VSRI is also the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “B”, which real property is hereafter referred to in this Agreement as the “**Receiving Site**”.

C. WHEREAS, pursuant to the Development Agreement between the Town and VSRI dated _____, 20__ and recorded _____, 20__ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”) VSRI is authorized, without further approval from the Town, to transfer density from the Sending Parcel to the Receiving Site; and

D. WHEREAS, this Agreement is executed and recorded in the real property records of the Clerk and Recorder of Summit County, Colorado to effectuate and memorialize the density transfer described in this Agreement.

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

1. Town and VSRI hereby agree that _____ (____) SFEs of the density heretofore allocated to the Sending Parcel shall be and hereby are transferred to the Receiving Site. As used in this Agreement, “**SFE**” means a single family equivalent of density as defined from time to time in the Town’s land use regulations.

2. VSRI acknowledges and agrees that following the transfer of the _____ (____) SFEs of density to the Receiving Site as described in Section 1, above, there shall remain _____ (____) SFEs of density upon the Sending Parcel.

3. Town and VSRI further acknowledge and agree that following the transfer of the _____ (____) SFEs of density to the Receiving Site as described in Section 1, above, the Receiving Site

DENSITY TRANSFER AGREEMENT AND COVENANT

1 shall then have a total of _____ (____) SFEs of density, which density may only be used in
2 connection with a development approved by Town pursuant to the Town’s applicable land use
3 ordinances, policies, and codes. Nothing in this Agreement shall constitute a site specific
4 development plan for the development of the Sending Parcel or the Receiving Site, nor shall this
5 Agreement give rise to the creation of any vested rights with respect to the development of the
6 Sending Parcel or the Receiving Site (without limiting Section 12 of the Development Agreement).
7 VSRI shall not develop either the Sending Parcel or the Receiving Site in excess of the SFEs
8 described above in this Section 3, unless additional SFEs are subsequently transferred to the
9 Sending Parcel or the Receiving Site either pursuant to the Development Agreement or, if not done
10 pursuant to the Development Agreement, then with the approval of the Town. Any density
11 transferred pursuant to this Agreement may not be developed without a development permit
12 issued by the Town pursuant to its applicable land use regulations as in effect from time to time.
13

14 4. The agreements and covenants contained in this Agreement shall: (i) run with the land;
15 (ii) burden the Sending Parcel and benefit the Receiving Site; and (iii) be binding upon the Town
16 and VSRI and their successors and assigns, and all persons who hereafter acquire any interest in
17 either the Sending Parcel or the Receiving Site.
18

19 5. This Agreement shall be recorded in the real property records of the Clerk and Recorder
20 of Summit County, Colorado, to place prospective purchasers and other interested parties on notice
21 as to the terms, conditions, and limitations contained herein.
22

23 6. This Agreement and the exhibits hereto represent the entire understanding between the
24 parties with respect to the subject matter of this Agreement.
25

26 IN WITNESS WHEREOF, the parties hereto have executed this Density Transfer
27 Agreement And Covenant effective as of the day and year first written above.
28

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

DENSITY TRANSFER AGREEMENT AND COVENANT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

VAIL SUMMIT RESORTS, INC., a Colorado corporation

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

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

5 The foregoing instrument was acknowledged before me this ___ day of
6 _____, 2019, by _____, as
7 _____, of Vail Summit Resorts, Inc., a Colorado
8 corporation.
9

10 WITNESS my hand and official seal.

11
12 My commission expires: _____.
13
14

15 _____
16 Notary Public
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Exhibit “A”

Legal Description of the Sending Parcel

[TO BE INSERTED]

Exhibit “B”

Exhibit “B”

Legal Description of the Receiving Site

[TO BE INSERTED]

Memo



To: Town Council
From: Jeremy Lott, AICP, Planner II
Date: January 8, 2020 (for meeting of January 14, 2020)
Subject: First Reading: Subdivision Code Update; PL-2019-0293

This is a First Reading for the Subdivision Code amendments. These were brought to the Planning Commission on August 6, 2019 and October 1, 2019 and to the Town Council as a worksession item on November 24, 2019.

The amendments include modifications to the Site Disturbance Envelope language to set standards for creating new or modifying existing Site Disturbance Envelopes. A Site Disturbance Envelope is a boundary line drawn onto individual lots that limits the overall disturbance on the property by requiring that all improvements be located within it, with the exception of approved driveway and utility access. Feedback from the last worksession has been incorporated into the ordinance, including considerations for relocating or modifying an envelope and addressing sustainability by allowing wind and solar arrays outside of envelopes.

Staff will be available at the meeting to answer any questions.

1 ***FOR WORKSESSION/FIRST READING - JAN. 14***

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 2020

9
10 AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF
11 TITLE 9 OF THE BRECKENRIDGE TOWN CODE KNOWN AS THE “BRECKENRIDGE
12 SUBDIVISION STANDARDS”

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

16
17 Section 1. Section 9-2-1-2G of the Breckenridge Town Code is amended to read as
18 follows:

19
20 G. Assuring that all subdivisions, plats, and dedications of land are in
21 conformance with the Breckenridge comprehensive plan ~~master plan~~, land use
22 guidelines, handbook of design standards, urban design plan, street standards,
23 storm drainage standards, flood damage prevention regulations, water quality and
24 sediment transport control standards, and Breckenridge development code;

25
26 Section 2. Section 9-2-1-4A of the Breckenridge Town Code is amended to read as
27 follows:

28
29 A. This chapter shall apply to all subdivisions, including resubdivisions, of land
30 and structures located within the corporate limits of the town.

31
32 Section 3. Section 9-2-1-5C of the Breckenridge Town Code is amended to read as
33 follows:

34
35 C. Separability: If any part or provision of this chapter or application thereof to
36 any person or circumstances is adjudged invalid by any court of competent
37 jurisdiction, such judgment shall be confined in its operation to the part, provision
38 or application directly involved in the controversy in which such judgment shall
39 have been rendered and shall not affect or impair the validity of the remainder of
40 the chapter or the application thereof to other persons or circumstances. The town
41 council hereby declares that it would have passed this chapter and each section,
42 subsection, sentence, clause and phrase thereof, irrespective of the fact that any
43 one or more sections, subsections, sentences, clauses or phrases had been declared
44 invalid.

45
46 Section 4. Section 9-2-1-8 of the Breckenridge Town Code is amended to read as

1 follows:

2
3 **9-2-1-8: CONDITIONS:**

4
5 The Town Council, ~~and~~ Planning Commission, and Director have the authority
6 to approve a subdivision plan upon such terms and conditions as may reasonably
7 be necessary to protect the public health, safety, and welfare, and the subdivider
8 has the duty to comply with all such conditions laid down by the Town for the
9 design, dedication, improvement, and restrictive use of the land so as to ensure the
10 project conforms to the purposes herein, and the Town’s comprehensive plan.

11
12 Section 5. Section 9-2-1-9C of the Breckenridge Town Code is amended to read as
13 follows:

14
15 C. Limitation On Resubdivision: No lot located within a single-family residential
16 subdivision outside of the Conservation District shall be resubdivided if the result
17 would be the creation of more buildable lots than existed prior to the
18 resubdivision. Exception: A resubdivision to create duplexes, townhomes or
19 condominiums is exempt from this prohibition when done pursuant to an
20 approved subdivision plan.

21
22 Section 6. Section 9-2-1-11 of the Breckenridge Town Code is amended to read as
23 follows:

24
25 **9-2-1-11: ENFORCEMENT, VIOLATIONS AND PENALTIES:**

26
27 A. General: It shall be the duty of the director to enforce this chapter and to bring
28 to the attention of the town attorney any violation or lack of compliance herewith.

29
30 B. It is an “infraction”, as defined in section 1-3-2 of this code, for any person to
31 violate any of the provisions of this chapter. Every person found liable for
32 violating any provision of this chapter shall be punished as provided in section 1-
33 4-1-1 of this code.

34
35 BC. Additional Remedies: The town council may further institute, in addition to
36 other remedies provided by law, such equitable proceeding, including, but not
37 limited to, injunctions, mandamus, abatement or other appropriate action or
38 proceedings as may be necessary to effect compliance with the provisions of this
39 chapter. In addition to other remedies available to the town, the town may
40 commence an action pursuant to section 1-8-10 of this code to enjoin the alleged
41 violation of any provision of this chapter.

42
43 CD. Subdivision In Violation: No development or building permit shall be issued
44 for the construction of any building, ~~or~~ structure, improvement, or other
45 development located on a lot or parcel which has been subdivided in violation of
46 the provisions of this chapter.

1
2 DE. Injunctive Relief: The town shall have the authority to bring an action in a
3 court of competent jurisdiction for injunctive relief to enforce any plat restriction,
4 plat note, plat map, master plan, or planned unit development agreement, and for
5 damages arising out of failure to adhere to any such plat restriction, plat note, plat
6 map, master plan or planned unit development agreement
7

8 Section 7. Section 9-2-1-12E of the Breckenridge Town Code is amended by the addition
9 of a new section E which shall read as follows:
10

11 **E. Public notice of a continued public hearing shall be given in the same**
12 **manner as notice of the original public hearing was given.**
13

14 Section 8. Section 9-2-1-13A of the Breckenridge Town Code is amended to read as
15 follows:
16

17 A. Class C Subdivision: Development permits for class C subdivisions shall be
18 valid for a period of only eighteen (18) months after the date of the approval of
19 ~~the planning commission decision by the town council,~~ unless otherwise
20 authorized by the provisions of this chapter.
21

22 Section 9. Section 9-2-1-13B9 of the Breckenridge Town Code is amended to read as
23 follows:
24

25 9. Extension Of Vested Property Right: A development permit and the vested property
26 rights for such subdivision may be extended by the planning commission **for class A and**
27 **B applications, and by the director for class C applications.** An application for an
28 extension shall be made in writing to the director, and shall include such submittal
29 information as the director may require. Such application must be received at least thirty
30 (30) days prior to the expiration of the development permit. An application for an
31 extension which is received within the specified time period shall extend the development
32 permit and the vested property rights for such subdivision until such application is finally
33 determined, and an application for extension shall be considered even though, at the time
34 of such consideration, the development permit would have otherwise expired. Failure to
35 submit a written request for extension within the specified time period shall cause the
36 development permit and the vested property rights for such subdivision to expire in three
37 (3) years as provided in subsection B4 of this section. An extension application shall be
38 classified and processed one classification lower than the classification of the
39 development permit which gave rise to the vested property rights for the subdivision;
40 **provided, however, an application to extend a class C development permit shall be**
41 **classified as a class C application.** The planning commission **or the director, as**
42 **applicable,** may approve the requested extension, deny the requested extension or
43 approve the requested extension with conditions. If an extension **of a class A or class B**
44 **development permit** is granted, the planning commission shall fix the period of
45 extension, which may be up to and including a period of three (3) years. **The director**
46 **shall fix the period of extension of a class C development permit, which may be up**

1 **to and including 18 months.**

2
3 Section 10. The reference to Section 9-2-1-14 of the Breckenridge Town Code,
4 “Computation of Time,” having been deleted by Ordinance No. 8, Series 2003 is deleted.

5
6 Section 11. The following definitions in Section 9-2-2 of the Breckenridge Town Code
7 are amended to read as follows:
8

ALLEY:	A <u>dedicated</u> service right of way providing a secondary access to abutting properties.
DIRECTOR:	The town of Breckenridge director of community development, or <u>the director’s</u> authorized representative <u>acting pursuant to Section 1-7-2 of this code.</u>
IMPROVEMENTS (DEVELOPMENT):	All things constructed or placed within the subdivision, including, but not limited to, the following: A. Roads, streets, alleys, driveways, accessways, entrances into rights of way, street signs and lights, and other street furniture. B. Grading, creation of slopes, retaining walls and monuments. C. Sidewalks, crosswalks, pedestrian paths, and bicycle paths. D. Curbs, gutters, and curb returns. E. Water mains, utility pipes, and utility conduit lines. F. Sodding, landscaping, tree planting, irrigation improvements, and erosion control measures.
MASTER PLAN:	The overall long range plan for the future development of the town which includes goals and policies, future land use, transportation and community facilities plans, as might be adopted and amended from time to time. May also be called the Breckenridge comprehensive plan. <u>A land use and development plan as described in section 9-1-19-39A , “Policy 39 (Absolute) Master Plan.”</u>
PERSON:	A natural person or a partnership, joint venture, corporation, association or organization, or a public agency <u>Has the meaning provided in Section 1-3-2 of this Code.</u>
PLANNING COMMISSION:	The town <u>Breckenridge</u> planning commission.

RESUBDIVISION:	<p>A change in the map of an approved or recorded subdivision or resubdivision, if such change:</p> <ul style="list-style-type: none"> A. Affects any street <u>or alley</u> layout shown on such map; B. Affects any area reserved thereon for public use; C. Changes the size or dimension of any lot, or creates an additional lot. <u>D. Affects size, configuration, or location of any building envelope, disturbance envelope, or footprint lot.</u> <u>E. Adds or modifies an existing plat note.</u>
SITE DISTURBANCE ENVELOPE:	<p>A space of fixed dimensions within a lot which defines that portion of the lot where all permanent structures on the lot must be located, and within which all construction activities shall occur, except as otherwise provided in this chapter. A site disturbance envelope shall be used to limit the location of <u>development improvements</u> constructed within a lot, and to minimize or contain the disturbance associated with the construction of such <u>development improvements</u>, so as to protect vegetative, geological, hydrological and historic resources, views, and to maintain a visual buffer/separation between the <u>development improvements</u> to be constructed and the <u>development improvements</u>, if any, located or to be located on adjoining lot(s). <u>May also be referred to as disturbance envelope.</u></p>
STREETS:	<p>A right of way which provides for vehicular, bicycle, and pedestrian circulation.</p> <ul style="list-style-type: none"> A. Cul-De-Sac: A local street of short length having only one outlet with provision for a turnaround at its termination, and which is not intended to be extended or continued to serve future subdivisions or adjacent land. Also known as a dead end street. B. Street Width: The shortest distance between the lines delineating the right of way of streets. C. Stub Street: A dead end local street which provides for eventual extension of a street onto unplatted land. D. Arterial Streets And Highway: Those used primarily for fast or heavy traffic. E. Collector Streets: Those which carry traffic from minor streets to the major street system of arterial streets and highways, including the principal entrance streets of a residential development and streets for circulation within the development.

	F. Minor Streets (Also Called Local Streets): Those which are used primarily for access to abutting properties.
STRUCTURE:	Anything that is constructed or erected and located on or under the ground, or attached to something fixed to the ground. <u>That which is built or constructed, an edifice or building of any kind. The term structure shall not include: address monuments, signs, retaining walls, fences, paved surfaces, solar arrays, wind turbines, and at or below grade improvements.</u>

1
2
3
4

Section 12. Section 9-2-2 of the Breckenridge Town Code is amended by the addition of the following definitions:

<u>COMMUNICATION:</u>	<u>A utility that includes, but is not limited to, fiber and telephone.</u>
<u>COMPREHENSIVE PLAN:</u>	<u>The overall long range plan for the future development of the Town which includes goals and policies, future land use, transportation and community facilities plans, as might be adopted and amended from time to time. May also be called the Breckenridge comprehensive plan or the town master plan (see chapter 4, title 9 of this code).</u>
<u>DEVELOPMENT:</u>	<u>Any change in the actual use of land or improvements thereon, including, but not limited to, the construction of any improvements which require a development permit as required in title 9, chapter 1 of this code or a building permit as required in title 8, chapter 1 of this code.</u>

5
6
7
8
9
10
11
12
13
14

Section 13. Section 9-2-3-1C3 of the Breckenridge Town Code is amended by the addition of a new section (h) which shall read as follows:

h. Clear and legible electronic copy of the document(s) in 8.5” x 11” Adobe (.pdf) format.

Section 14. Section 9-2-3-1D3e of the Breckenridge Town Code is amended to read as follows:

1 e. Decision: The planning commission shall have thirty (30) days after the
2 conclusion of the public hearing to make a decision. The planning commission
3 decision shall be based on how well the proposed subdivision complies with the
4 specific requirements of this chapter and the **Breckenridge comprehensive plan**
5 ~~town master plan~~ in general. If no decision is made within thirty (30) days
6 following the conclusion of the hearing, the application as presented by the
7 subdivider shall be deemed to have been approved as proposed, without any
8 additional conditions. The planning commission may also continue the hearing for
9 up to forty five (45) days from the date of the original hearing for good cause, or
10 to allow additional materials to be submitted that will allow for a comprehensive
11 review. In the event a public hearing on the final subdivision plan has been
12 continued, the subdivider shall submit all additional materials to the town in
13 accordance with a schedule established by the director.
14

15 Section 15. Section 9-2-3-2C3 of the Breckenridge Town Code is amended by the
16 addition of a new section (h) which shall read as follows:
17

18 **h. Clear and legible electronic copy of the document(s) in 8.5” x 11” Adobe**
19 **(.pdf) format.**
20

21 Section 16. Section 9-2-3-2D3e of the Breckenridge Town Code is amended to read as
22 follows:
23

24 e. Decision: The planning commission shall have thirty (30) days after the
25 conclusion of the public hearing to make a decision. The planning commission
26 decision shall be based on how well the proposed subdivision complies with the
27 specific requirements of this chapter and the **Breckenridge comprehensive plan**
28 ~~town master plan~~ in general. If no decision is made within thirty (30) days
29 following the conclusion of the hearing, the application as presented by the
30 subdivider shall be deemed to have been approved as proposed, without any
31 additional conditions. The planning commission may also continue the hearing for
32 up to thirty (30) days from the date of the original hearing for good cause, or to
33 allow additional materials to be submitted that will allow for a comprehensive
34 review. In the event a public hearing on the final subdivision plan has been
35 continued, the subdivider shall submit all additional materials to the town in
36 accordance with a schedule established by the director.
37

38 Section 17. Section 9-2-3-3C of the Breckenridge Town Code is amended to read as
39 follows:
40

41 C. Application Requirements: The subdivider shall file an application and all
42 required fees and application with the director. The following materials shall be
43 submitted:

- 44 1. An application on forms provided by the town.
- 45 2. A fee in the amount required by chapter 10 of this title.
- 46 3. A list of all property owners whose property is adjacent to the real property

1 which is the subject of the application, including their current mailing addresses.
2 4. A preliminary copy of all proposed covenants, homeowners' association
3 declarations, bylaws, articles of incorporation. All common elements and their
4 uses shall be defined and identified within the covenants and declarations.
5 5. Information, plans and specifications necessary to show compliance with all
6 standards and criteria contained within this chapter.

7 **6. Clear and legible electronic copy of the document(s) in 8.5" x 11" Adobe**
8 **(.pdf) format.**

9 76. In addition to subsections C1 through C65 of this section, for lot line
10 adjustments, three (3) copies of a final plan:

- 11 a. Drawn on a sheet twenty four inches by thirty six inches (24" x 36") in size to a
12 scale of one inch equals one hundred feet (1" = 100'). The scale may be increased
13 or decreased if necessary to fit the paper, but in all cases shall be in multiples of
14 ten (10).
- 15 b. That indicates the location of all existing structures and improvements.
- 16 c. That indicates the location of all existing utilities.
- 17 d. That indicates the location of all existing easements.
- 18 e. That indicates any proposed lot line adjustment and the dimensions of all
19 proposed lots.

20 87. In addition to subsections C1 through C65 of this section, for condominium
21 plats, three (3) copies of a final plan:

- 22 a. Drawn on a sheet twenty four inches by thirty six inches (24" x 36") in size to a
23 scale of one inch equals one hundred feet (1" = 100'). The scale may be increased
24 or decreased if necessary to fit the paper, but in all cases shall be in multiples of
25 ten (10).
- 26 b. A description of any limited or common general elements.
- 27 c. That indicates the location and description of all proposed land dedications.
- 28 d. That indicates the location of all proposed easements.
- 29 e. That indicates the location of all existing utilities.
- 30 f. That indicates the location of all existing structures.

31 98. In addition to the requirements of subsections C1 through C65, and C76a
32 through C76d of this section, for townhouse and duplex subdivisions, three (3)
33 copies of a final plan indicating the proposed lot lines.

34
35 Section 18. Section 9-2-3-3E3 of the Breckenridge Town Code is amended to read as
36 follows:

37
38 3. Appeals shall be **submitted** in writing **to the director.** ~~on forms provided by~~
39 ~~the town.~~

40
41 Section 19. Section 9-2-3-5C7 of the Breckenridge Town Code is amended to read as
42 follows:

43
44 7. Final plans and specifications for all public utilities including, but not limited
45 to, water, and preliminary plans and cost estimates for all other public utilities
46 including sewer, electrical, gas, **communication**, and cable television.

1
2 Section 20. Section 9-2-3-6A1 of the Breckenridge Town Code is amended to read as
3 follows:

4
5 1. Completion Of Improvements: All subdividers shall be required to complete all
6 the street and other improvements as specified in the subdivision plan or as
7 required in this chapter, and to dedicate public improvements to the town or other
8 applicable public agencies, free and clear of all liens and encumbrances. The
9 subdivider shall submit a certificate of title **proof of ownership of the property**
10 **to be subdivided, including a description of all liens, encumbrances, and**
11 **other title restrictions applicable to such property,** prior to conveying any land
12 to the town indicating all title restrictions. **The title to the subdivider's property**
13 **shall be acceptable to the director.**

14
15 Section 21. Section 9-2-3-7B2 of the Breckenridge Town Code is amended to read as
16 follows:

17
18 2. If at any time within the term of the agreement, a **development or** building
19 permit is issued by the town for the construction of **development or**
20 improvements upon any adjacent property which results in new improvements on
21 the adjacent property being connected to, or served by, the off site improvements
22 constructed by the subdivider, the town shall collect from the adjacent property
23 owner at the time of the issuance of the building permit an amount which the
24 town determines in the agreement to represent the adjacent property owner's fair
25 and equitable share of the cost of the construction or extension of the subdivider's
26 off site improvements. The amount of such adjacent property owner's share shall
27 be determined using a front footage basis, unless the council determines that some
28 other basis, or combination of basis, would result in a fairer and more equitable
29 determination in a given case.

30
31 Section 22. Section 9-2-3-11D1 of the Breckenridge Town Code is amended to read as
32 follows:

33
34 1. An application for an affidavit of correction shall be processed administratively by the
35 **director and** town engineer in consultation with the town attorney.

36
37 Section 23. Section 9-2-4-1A of the Breckenridge Town Code is amended to read as
38 follows:

39
40 A. Conformance To Applicable Rules And Regulations: In addition to all
41 requirements established herein, all subdivision plans shall comply with the
42 following:

- 43
44 1. All applicable state or federal laws.
45 2. The **Breckenridge comprehensive plan**~~town master plan~~, land use guidelines,
46 handbook of design standards, urban design plan, street standards, storm drainage

standards, flood damage prevention regulations, water quality and sediment transport control standards, development code, building code, and all applicable town laws, codes, regulations, and development related policies.

3. The rules of the Colorado Department of Transportation ~~state highway department~~ if the subdivision or any lot contained therein abuts a state highway.

4. Any applicable plat note or plat restriction pertaining to the real property proposed to be subdivided. A plat note or plat restriction shall be deemed to be applicable only if it was placed on the plat as part of the town 's plat approval process.

Section 24. Section 9-2-4-4C of the Breckenridge Town Code is amended to read as follows:

C. Sanitary Sewer Facilities:

1. Public community sewage systems shall be constructed throughout the subdivision and connected to existing public sewage facilities, i.e., Upper Blue Breckenridge Ssanitation Ddistrict facilities.

2. Sanitary sewers shall be located within street or alley rights of way unless topography dictates otherwise. When located in easements on private property, access shall be provided to all manholes. The proposed location of sewer lines shall be shown on the final plan of the subdivision, and easements shall be dedicated to the town or Upper Blue Breckenridge Ssanitation Ddistrict, as determined by the town, and shall be not less than twenty feet (20') in width.

3. Sanitary sewer facilities design shall be in conformance with Upper Blue Breckenridge Ssanitation Ddistrict design criteria and engineering requirements. All sanitary sewage facilities shall be compatible with the long range planning for installing sewers in the entire tributary area.

Section 25. Section 9-2-4-4D of the Breckenridge Town Code is amended to read as follows:

D. Utilities: ~~Telephone~~ Communication, Electric, Gas And Cable Television:

1. Utility distribution lines for ~~telephone~~ communication, electric, gas and cable television service shall be placed underground throughout the entire subdivided area and shall serve all lots. Installation of such facilities shall be made in compliance with the applicable orders, rules and regulations of the state now or hereafter effective and the subdivider shall be responsible for compliance with the applicable orders, rules, and regulations of the state now or hereafter effective for any public utility whose service will be required for the subdivision with respect to the provisions of such facilities.

2. Underground ~~telephone~~ communication, electric, gas and cable television service shall be placed within easements or dedicated public rights of way dedicated to the town, in a manner that will not conflict with other underground services. Further, all transformer boxes shall be located so as not to be unsightly

1 or hazardous to the public. Corner markers as required in this chapter shall not be
2 disturbed by the installation of utility markers.

3
4 Section 26. Section 9-2-4-5C7 of the Breckenridge Town Code is amended to read as
5 follows:

6
7 ~~7. The following standards shall apply to site disturbance envelopes:~~

8 a. ~~Site disturbance envelopes shall be platted for all residential lots at the time of~~
9 ~~subdivision.~~

10 b. ~~Outside of the conservation district, a site disturbance envelope shall be located~~
11 ~~on a lot in a manner which complies with the following minimum setbacks:~~

12 (1) ~~Front yard: Twenty five feet (25').~~

13 (2) ~~Rear yard: Fifteen feet (15').~~

14 (3) ~~Side yard: Fifteen feet (15'), with combined side yard setbacks on each lot~~
15 ~~equaling a minimum of fifty feet (50').~~

16
17 ~~Site disturbance envelopes shall be located away from significant ridgelines and~~
18 ~~hillsides.~~

19 c. ~~In addition to the minimum requirements which will be established through~~
20 ~~subsection C7b of this section, the location of a site disturbance envelope shall~~
21 ~~also take into consideration: 1) the topography of the lot; 2) wetlands or water~~
22 ~~bodies on or adjacent to the lot, if any; 3) the vegetation, geology, hydrology,~~
23 ~~and/or historic resources of the lot; 4) any ridgelines or hillsides on the lot visible~~
24 ~~from an area of concern; and 5) significant trees which will effectively screen~~
25 ~~future development when viewed from an area of concern. Particular attention~~
26 ~~shall be given to trees on the downhill side of a site disturbance envelope.~~

27 d. ~~Except as provided in subsection C7e of this section, the following shall occur~~
28 ~~within a platted site disturbance envelope: 1) all construction activities, including,~~
29 ~~but not limited to, grading, excavation, soil disruption (tree cutting and/or the~~
30 ~~removal of native vegetation unless approved by separate review in connection~~
31 ~~with an approved fire mitigation and/or a forest management plan); and 2) the~~
32 ~~construction of all permanent improvements, such as buildings, roof overhangs,~~
33 ~~structures, decks, at grade patios, fences, stairs, window wells, bay windows, or~~
34 ~~other similar improvements.~~

35 e. ~~The following may occur outside of a platted site disturbance envelope: 1)~~
36 ~~construction of approved driveway access and paving, walkways, necessary~~
37 ~~driveway retaining walls, utility connections, pedestals and boxes, approved~~
38 ~~drainage facilities, culverts, public and private trails, street lighting, driveway~~
39 ~~entrance signage and related lighting, and soil disturbances related to all such~~
40 ~~activities; 2) approved tree planting and landscaping; and 3) other activities~~
41 ~~approved by the director which are consistent with the intent and purpose of the~~
42 ~~town requirement for the creation of site disturbance envelopes.~~

43
44 **7. The following standards shall apply to site disturbance envelopes or any**
45 **modification of existing building or disturbance envelopes:**

1 a. Site disturbance envelopes shall be platted for all single-family residential
2 lots at the time of subdivision, including resubdivisions and lot line vacations.

3 b. New site disturbance envelopes:

4 (1) Within the Conservation District, site disturbance envelopes are not
5 required.

6 (2) Outside of the Conservation District, a site disturbance envelope shall be
7 located on a lot in a manner which complies with the following minimum
8 setbacks:

9 (a) Front yard: Twenty five feet (25').

10 (b) Rear yard: Fifteen feet (15').

11 (c) Side yard: Fifteen feet (15'), with combined side yard setbacks on
12 each lot equaling a minimum of fifty feet (50').

13 (3) Site disturbance envelopes shall be located away from significant
14 ridgelines and hillsides.

15 (4) In general, site disturbance envelope lines shall be at right angles.
16 Disturbance envelopes shall take the form of simple geometric shapes, except
17 where topographic conditions require otherwise for an environmentally
18 sensitive design.

19 (5) The location of a site disturbance envelope shall take into consideration:
20 1) the topography of the lot; 2) wetlands or water bodies on or adjacent to
21 the lot, if any; 3) the vegetation, geology, hydrology, and/or historic resources
22 of the lot; 4) any ridgelines or hillsides on the lot visible from an area of
23 concern; and 5) significant trees which will effectively screen future
24 development when viewed from an area of concern. Particular attention shall
25 be given to trees on the downhill side of a site disturbance envelope.

26 (6) If a lot is subject to a maximum aboveground square footage as stated in
27 Section 9-1-19-4A, "Policy 4 (Absolute) Mass, the allowed square footage
28 shall not be increased.

29 c. Modification to existing building or site disturbance envelopes:

30 (1) Requirements in subsection c7a. of this section shall be reviewed when
31 any envelope modification occurs.

32 (2) Building envelope modifications shall result in the envelope becoming a
33 site disturbance envelope. The creation of new envelopes shall be reviewed by
34 the planning commission unless the application is a class C subdivision.

35 (3) Modifications to any envelope shall result in both square footage and
36 overall site disturbance equal to or less than the existing envelope.

37 (4) Any envelope modification or relocation shall be solely for environmental
38 preservation, reduced site disturbance, reduced visibility, or in special cases
39 where there has been a significant change within the envelope from past
40 activity, such as forest management or mining. Enhancing viewsheds is not a
41 valid reason to modify or relocate a site disturbance envelope. If an envelope
42 is proposed to be relocated to another portion of a lot, impact on adjacent
43 properties shall be considered. Consideration will also be given if an envelope
44 is located near another and the proposal is to relocate the envelope further
45 away. Additional information justifying any envelope modification or
46 relocation may be required by the director.

1 **d. Development allowed within a site disturbance envelope:**

2 **(1) Except as provided in subsection 7e of this section, the following shall**
3 **occur within a platted site disturbance envelope: 1) all construction activities,**
4 **including, but not limited to, grading, excavation, soil disruption (tree cutting**
5 **and/or the removal of native vegetation unless approved by separate review**
6 **in connection with an approved fire mitigation and/or a forest management**
7 **plan); and 2) the construction of all permanent improvements, including**
8 **buildings, roof overhangs, structures, decks, at grade patios, fences, stairs,**
9 **window wells, bay windows, parking spaces, parking hammerheads, or other**
10 **similar improvements and development.**

11 **e. Development allowed outside of a site disturbance envelope:**

12 **(1) The following may occur outside of a platted site disturbance envelope: 1)**
13 **construction of approved driveway access and paving (Once a driveway**
14 **crosses a site disturbance envelope line, the driveway should not again cross**
15 **the envelope), walkways, necessary driveway retaining walls, utility**
16 **connections, pedestals and boxes, approved drainage facilities, culverts,**
17 **public and private trails, street lighting, driveway entrance signage and**
18 **related lighting, freestanding solar arrays and wind turbines, and soil**
19 **disturbances related to all such activities; 2) approved tree planting and**
20 **landscaping; and 3) other activities approved by the director which are**
21 **consistent with the intent and purpose of the town requirement for the**
22 **creation of site disturbance envelopes.**

23
24 Section 27. Section 9-2-4-7 of the Breckenridge Town Code is amended to read as
25 follows:

26
27 9-2-4-7: PEDESTRIAN AND BICYCLE CIRCULATION SYSTEMS:

28
29 It is the policy of the town to require bicycle and pedestrian paths to be dedicated
30 to the town as a component of the town 's alternative transportation network and
31 to provide recreational opportunities. Subdivision proposals shall include, as a
32 component of the required public improvements, a pedestrian and bicycle path
33 system designed to preserve existing paths, integrate with existing improvements
34 and provide service appropriate to the character and magnitude of the proposed
35 development.

36
37 At such time as the town has adopted a trails ~~master~~ plan, the subdivider shall
38 dedicate to the town those portions of the trails, if any, shown thereon which
39 traverse the property to be subdivided. The town may accept alternative trail
40 alignments and dedications proposed by the subdivider which will implement the
41 town 's overall trails plans and policies.

42
43 Land dedicated for a trail shall apply toward the subdivider's open space
44 dedication requirements under subsection 9-2-4-13A of this chapter. The town
45 may require dedication of land for open space exceeding ten percent (10%) when
46 such dedication is necessary to implement the town's overall trails plans and

1 policies, and the additional dedication does not create an undue burden on the
2 design and development of the subdivision. Where trail dedications are made
3 pursuant to the trails ~~master~~ plan which result in open space dedications greater
4 than ten percent (10%) of the land area of the subdivision, the town 's open space
5 dedication requirements shall be deemed to be satisfied upon making such
6 dedications. Land area for sidewalks adjacent to streets, and land area for internal
7 pedestrian circulation elements shall not be credited toward the ten percent (10%)
8 open space dedication requirement.
9

10 Prior to the adoption of a trails ~~master~~ plan, the subdivider shall dedicate to the
11 town those trails necessary to implement a townwide trails system. In determining
12 which trails shall be dedicated prior to the adoption of a trails ~~master~~ plan the
13 town shall utilize the Breckenridge comprehensive plan ~~town's existing master~~
14 ~~plan~~, urban design plan, and other relevant documents.
15

16 All easements or rights of way for paths dedicated to the town lying within
17 subdivider's property shall be at least fifteen feet (15') in width.
18

19 Where possible, a separation between vehicular trafficways and
20 pedestrian/bicycle improvements is encouraged. Bike path and pedestrian ways
21 shall be constructed according to the standards established in the Breckenridge
22 street standards for hard surface paths. Soft surface paths shall be designed to
23 meet current industry standards.
24

25 One hundred percent (100%) of the land area required by the town to be dedicated
26 for trail systems outside of the proposed street rights of way shall be credited
27 toward the subdivider's open space requirements, if any.
28

29 Section 28. The introductory portion of Section 9-2-4-11A1 of the Breckenridge Town
30 Code is amended to read as follows:
31

32 1. Conformance With Master Plan: All streets shall be laid out in conformance
33 with the Breckenridge comprehensive plan ~~master plan~~. Where such is not
34 shown on the comprehensive plan ~~town master plan~~, the arrangement of streets
35 within a subdivision shall either:
36

37 Section 29. Section 9-2-4-11C2 of the Breckenridge Town Code is amended to read as
38 follows:
39

40 2. Widening And Realignment Of Existing Streets: Where a subdivision borders
41 an existing street or when the Breckenridge comprehensive plan ~~master plan~~
42 indicates or the town determines a need for realignment or widening of a street
43 that would require use of some of the land in the subdivision, the subdivider may
44 be required to improve and dedicate at his expense such areas for widening or
45 realignment of such streets. Such frontage streets and other streets shall be
46 improved in accordance with town street standards and dedicated by the

1 subdivider at his own expense to the full width as required by this chapter,
2 provided that if the subdivider owns land on only one side of said street, he need
3 only realign that side and only improve one-half (1/2) of the necessary width,
4 including all bridges, crossings and culverts required by the town.
5

6 Section 30. Section 9-2-4-13A2 of the Breckenridge Town Code is amended to read as
7 follows:
8

9 2. Location: The location and configuration of the site or sites to be dedicated
10 shall be determined by the town in consultation with the subdivider and town staff
11 which shall take into account the Breckenridge comprehensive plan ~~master plan~~
12 ~~of the town~~, the suitability of the site for park, open space, or recreational
13 purposes, its relationship to population concentrations, and its proximity to other
14 park or recreational lands, including existing and proposed parks adjacent to the
15 Blue River. The town may require that the area be located at a suitable place, such
16 as on the edge of the subdivision so additional land may be added at such time as
17 the adjacent land is subdivided. Land so reserved shall be of a character and
18 location suitable for public purposes, and if consistent with the needs of the town
19 in that particular area, and if proposed for a playground or other similar
20 recreational purposes shall be relatively level and dry.
21

22 Section 31. Section 9-2-4-13B1 of the Breckenridge Town Code is amended to read as
23 follows:
24

25 1. Cash Contribution In Lieu Of Park, Open Space And Recreational Land
26 Dedications: A cash contribution equal to ten percent (10%) of the value of the
27 land shall be provided in lieu of park, open space and recreational land
28 dedications and shall be held by the town solely for the acquisition and
29 improvement of park, open space and recreational land within the community.
30 Because of the small size of the community, the provision of a park, open space,
31 or other recreational land anywhere within the Breckenridge comprehensive
32 plan ~~town master plan~~ boundary shall be deemed to meet the needs of the
33 proposed subdivision.
34

35 Section 32. Except as specifically amended hereby, the Breckenridge Town Code, and
36 the various secondary codes adopted by reference therein, shall continue in full force and effect.
37

38 Section 33. The Town Council hereby finds, determines and declares that this ordinance
39 is 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

43 Section 34. The Town Council hereby finds, determines and declares that it has the
44 power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling
45 Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning
46 municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers);

1 (iv) Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
2 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
3 contained in the Breckenridge Town Charter.
4

5 Section 35. This ordinance shall be published and become effective as provided by
6 Section 5.9 of the Breckenridge Town Charter.
7

8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the
10 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
11 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
12 Town.
13

14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation
16
17

18
19 By: _____
20 Eric S. Mamula, Mayor
21

22 ATTEST:
23
24
25
26

27 _____
28 Helen Cospolich, CMC,
29 Town Clerk
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46



Memo

To: Town Council
From: Jeremy Lott, AICP, Planner II
Date: January 8, 2020, 2019 for meeting of January 14, 2020
Subject: First Reading: Saint John the Baptist Episcopal Church Development Agreement

On September 10, 2019, the Town Council had a worksession for a Development Agreement at Saint John the Baptist Episcopal Church. Since that meeting, the Church's agent has changed and plans have been modified to have the rear stairwell reconfigured instead of placing the stairwell within the front yard area as originally shown. A small attached shed would be removed from the southeast corner of the building and the mass would be relocated to the northeast corner of the non-historic addition. The relocated mass also includes an elevator shaft. Staff supports the stairwell on the rear of the structure because it is proposed on the non-historic portion of the structure, does not impact any yard areas, and is outside of the required setbacks.

A summary of what the church is requesting has not changed since the worksession:

- Landmarking the historic portion of the structure, which would include the addition of a 1,051 sq. ft. basement.
- An additional 195 sq. ft. beyond the landmarked portion of the structure which would serve as a connection between the landmarked basement and the below ground portion of the 1986 addition.
- A waiver of all parking requirements as none is provided on-site currently.

Language about construction staging has been included within the Development Agreement. This language will be removed prior to the second reading and staff will work with the applicant on this matter.

What the Church is offering has not changed since the worksession:

- An expansion of community services that include a community dinner program, an expanded food pantry to provide additional assistance to other non-profit organizations, and food delivery services for various organizations.
- An expanded area for community meetings available to groups that are financially unable to pay for meeting space elsewhere. These groups include mental health programs, substance abuse programs, youth programs, or other issues that may come up from time to time.

- A stabilization of both the historic structure and non-historic addition, including an entire new foundation and compliance with ADA standards.
- Removal of the stairwell that encroaches into the Lincoln Avenue right-of-way.
- A Pedestrian Easement that connects the Community Center to French Street.

This is a first reading, staff will be available to answer any questions.

1 ***FOR WORKSESSION/FIRST READING – JAN. 14***

2
3 COUNCIL BILL NO. ____

4
5 Series 2020

6
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
8 SAINT JOHN THE BAPTIST EPISCOPAL CHURCH OF BRECKENRIDGE, A COLORADO
9 NONPROFIT CORPORATION
10 (100 South French Street)

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. Saint John the Baptist Episcopal Church of Breckenridge, a Colorado nonprofit
19 corporation (“**Church**”), owns the following described real property in the Town of
20 Breckenridge, Summit County, Colorado:

21
22 Lots 1 and 2, Block 4, Abbett Addition to the Town of Breckenridge

23
24 (“**Property**”).

25
26 B. There is located on the Property a church that was originally constructed in 1881
27 (“**Historic Church**”), together with an addition to the Historic Church that was constructed in
28 1986 (“**1986 Addition**”). Both the Historic Church and the 1986 have basements, but the
29 Historic Church and the 1986 Addition are only connected above ground.

30
31 C. Church proposes to restore and rehabilitate the Historic Church, remodel the 1986
32 Addition, add a new foundations to both the Historic Church and the 1986 Addition, connect the
33 Historic Church and the 1986 Addition below ground by an addition not to exceed 300 square
34 feet size, and establish an exterior below grade entrance to the Historic Church including a
35 staircase and the 1986 Addition on the southerly side of the Property (the “**Project**”). The Project
36 is more fully described in the Application (as hereafter defined).

37
38 D. A development agreement is necessary in order to accommodate the Project proposed
39 by Church.

40
41 E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
42 the authority to enter into a development agreement.

43
44 F. The Town Council has received a completed application and all required submittals
45 for a development agreement (“**Application**”); had a preliminary discussion of the Application

1 and a proposed development agreement with the Church; and determined that it should
2 commence proceedings for the approval of the proposed development agreement with the
3 Church without referring the proposed development agreement to the Planning Commission for
4 its review and recommendation.

5
6 G. A proposed development agreement between the Town and the Church has been
7 prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by
8 reference (“**Development Agreement**”).

9
10 H. The Town Council has reviewed the proposed Development Agreement.

11
12 I. The approval of the proposed Development Agreement is warranted in light of all
13 relevant circumstances.

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

19
20 Section 2. Approval of Development Agreement. The Development Agreement between
21 the Town and Saint John the Baptist Episcopal Church of Breckenridge, a Colorado nonprofit
22 corporation (**Exhibit “A”** hereto), is approved, and the Town Manager is authorized,
23 empowered, and directed to execute such agreement for and on behalf of the Town of
24 Breckenridge.

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

32
33 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
34 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
35 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
36 the inhabitants thereof.

37
38 Section 5. Authority. The Town Council finds, determines, and declares that it has the
39 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
40 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
41 Charter.

42
43 Section 6. Effective Date. This ordinance shall be published and become effective as
44 provided by Section 5.9 of the Breckenridge Town Charter.

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE

8
9
10 By: _____
11 Eric S. Mamula, Mayor

12
13 ATTEST:

14
15
16
17 _____
18 Helen Cospolich, CMC,
19 Town Clerk

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

6 DEVELOPMENT AGREEMENT
7

8 This Development Agreement (“**Agreement**”) is made as of the ____ day of
9 _____, 2020 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a
10 Colorado municipal corporation (“**Town**”) and SAINT JOHN THE BAPTIST EPISCOPAL
11 CHURCH OF BRECKENRIDGE, a Colorado nonprofit corporation (“**Church**”). Town and
12 Church are sometimes collectively referred to in this Agreement as the “**Parties**,” and
13 individually by name or as a “**Party**.”
14

15 Recitals
16

17 A. Church owns the following described real property in the Town of Breckenridge,
18 Summit County, Colorado:
19

20 Lots 1 and 2, Block 4, Abbett Addition to the Town of Breckenridge
21

22 (“**Property**”).
23

24 B. There is located on the Property a church that was originally constructed in 1881
25 (“**Historic Church**”), together with an addition to the Historic Church that was constructed in
26 1986 (“**1986 Addition**”). Both the Historic Church and the 1986 have basements, but the
27 Historic Church and the 1986 Addition are only connected above ground.
28

29 C. Church proposes to restore and rehabilitate the Historic Church, remodel the 1986
30 Addition, add a new foundations to both the Historic Church and the 1986 Addition, and connect
31 the Historic Church and the 1986 Addition below ground by an addition not to exceed 300
32 square feet size (the “**Project**”). The Project is more fully described in the Application (as
33 hereafter defined).
34

35 D. A development agreement is necessary in order to accommodate the project proposed
36 by Church.
37

38 E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
39 the authority to enter into a development agreement.
40

DEVELOPMENT AGREEMENT

1 F. The commitments proposed by the Church in connection with this Agreement are set
2 forth hereafter, and are found and determined by the Town Council to be adequate.
3

4 G. The Town Council has received a completed application and all required submittals
5 for a development agreement (“**Application**”); had a preliminary discussion of the Application
6 and this Agreement; determined that it should commence proceedings for the approval of this
7 Agreement; and, in accordance with the procedures set forth in Section 9-9-10(C) of the
8 Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.
9

10 Agreement

11
12 1. Subject to the provisions of this Agreement, the Town’s Planning Commission¹ is
13 hereby authorized to review and approve the Application, subject to compliance with all other
14 applicable development policies of the Town.

15 2. So long as the Application is not materially amended prior to the Planning
16 Commission’s final decision, the Application shall not be found to fail the following absolute
17 policies of the Town’s Development Code²: (i) Section 9-1-19-3A, “Policy 3 (Absolute)
18 Compliance With Density/Intensity Guidelines;” (ii) Section 9-1-19-4A, “Policy 4 (Absolute)
19 Mass;” (iii) Section 9-1-19-5A, “Policy 9 (Absolute) Placement of Structures;” and (iv) Section
20 9-1-19-18R, “Policy 18 (Absolute) Parking.” All other relevant absolute and relative
21 development policies of the Development Code shall be applied to the Application in accordance
22 with the Planning Commission’s normal process for evaluating an application for a development
23 permit.

24 3. The Town will provide up to a maximum of 300 square feet of density for the Project
25 at no cost to the Church. Provided, however, if it is ever determined that the Town may not
26 legally provide such density for any reason the Church the Town will not provide such density,
27 and the Church will purchase the required density and transfer the purchased density to the
28 Property.

29 4. As the commitments encouraged to be made in connection with an application for a
30 development agreement pursuant to Section 9-9-4 of the Breckenridge Town Code, the Church
31 shall do the following: (i) agree to have the Town designate the Historic Church (which includes
32 the additional basement density allowed in connection with landmarking the building) as a
33 historic landmark under the Town’s Historic Preservation Ordinance³; (ii) dedicate to the Town,
34 in a form and substance acceptable to the Town Attorney, a new public pedestrian easement four
35 feet in width running along the southerly property line of the Property; and (iii) remove the

¹ The term “Planning Commission” as used in this Agreement includes the Town Council of the Town of Breckenridge, if the decision of the Planning Commission on the Application is “called up” by the Town Council pursuant to Section 9-1-18-5 of the Development Code. In the event of a call up, the Town Council shall make the final decision on the Application.

² Chapter 1 of Title 9 of the Breckenridge Town Code.

³ Chapter 11 of Title 9 of the Breckenridge Town Code.

1 stairwell on the Property that currently encroaches into the Town’s Lincoln Avenue right-of-
2 way. These actions shall be taken as and when directed by the Town.

3 5. During the period of the construction of the improvements described above, the
4 Church may use a portion of the Town’s Community Center parking lot, and a portion of the
5 Lincoln Street right-of-way (as depicted on the attached **Exhibit “A”**, which is incorporated into
6 this Agreement by reference) for construction staging. Within five days following the issuance of
7 a certificate of occupancy for the improvements Church shall clean up and remove all
8 construction debris from the portions of the Town’s Community Center parking lot and the
9 Lincoln Street right-of-way used by its contractors in connection with the construction of the
10 improvements.

11 6. The term of this Agreement shall commence on the Effective Date and shall end,
12 subject to earlier termination in the event of a breach of this Agreement, five (5) years from the
13 Effective Date unless prior to such date the Application has finally been approved by the Town,
14 and the development permit for the work on the Property has been executed and signed by
15 Church.

16 7. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided
17 for herein, the execution of this Agreement shall not preclude the current or future application of
18 municipal, state or federal ordinances, laws, rules or regulations to the Property (collectively,
19 “laws”), including, but not limited to, building, fire, plumbing, engineering, electrical, and
20 mechanical codes, and the Town’s Development Code, Subdivision Standards⁴, and other land
21 use laws, as the same may be in effect from time to time throughout the term of this Agreement.
22 Except to the extent the Town otherwise specifically agrees, any development of the Property
23 shall be done in compliance with the then-current laws of the Town.
24

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

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

33 10. Town shall not be responsible for, and Church shall have any remedy against the
34 Town, if the Project is prevented or delayed for reasons beyond the control of the Town.
35

36 11. Church not shall commence work on its Project until it obtains such other and further
37 Town permits and approvals as may be required from time to time by applicable Town
38 ordinances.

⁴Chapter 2 of Title 9 of the Breckenridge Town Code.

1
2 12. No official or employee of the Town shall be personally responsible for any actual or
3 alleged breach of this Agreement by the Town.
4

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

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

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

27 16. Section 11 of this Agreement shall survive the expiration or termination of this
28 Agreement and shall be fully enforceable thereafter, subject to any applicable statute of
29 limitation.
30

31 17. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
32 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
33 provided for by a written amendment to this Agreement signed by the Parties; nor shall the
34 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
35 defaults of the same type.
36

37 18. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit
38 County, Colorado.
39

40 19. Nothing contained in this Agreement shall constitute a waiver of the Town's
41 sovereign immunity under any applicable state or federal law.
42

43 20. Personal jurisdiction and venue for any civil action commenced by any Party to this
44 Agreement shall be deemed to be proper only if such action is commenced in District Court of

1 Summit County, Colorado. Church each expressly waive any right to bring such action in or to
2 remove such action to any other court, whether state or federal. **BOTH PARTIES WAIVE ANY**
3 **RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION TO ENFORCE, INTERPRET OR**
4 **CONSTRUE THIS AGREEMENT.**
5

6 21. Any notice required or permitted hereunder shall be in writing and shall be sufficient
7 if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:
8

9 If to the Town: Rick G. Holman, Town Manager
10 Town of Breckenridge
11 P.O. Box 168
12 Breckenridge, CO 80424
13

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

21 If to Church: Reverend Charles F. Brumbaugh
22 Saint John the Baptist Episcopal Church
23 P.O. Box 2166
24 Breckenridge, CO 80424
25

26 Notices mailed in accordance with the provisions of this Section 21 shall be deemed to have been
27 given upon delivery. Notices personally delivered shall be deemed to have been given upon
28 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
29 Colorado Rules of Civil Procedure for service of civil process.
30

31 22. This Agreement shall be interpreted in accordance with the laws of the State of
32 Colorado without regard to principles of conflicts of laws.
33

34 23. This Agreement constitutes the entire agreement and understanding between the
35 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
36 understanding relating to such subject matter.
37

38 TOWN OF BRECKENRIDGE
39
40
41

42 By: _____
43 Rick G. Holman, Town Manager
44

1 ATTEST:

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Helen Cospolich, CMC, Town
Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2020 by Rick G. Holman, as Town Manager, and Helen Cospolich, CMC, as Town Clerk, of the
Town of Breckenridge, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SAINT JOHN THE BAPTIST EPISCOPAL
CHURCH OF BRECKENRIDGE, a
Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

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

5 The foregoing was acknowledged before me this ____ day of _____,
6 2020, by _____, as _____ of Saint
7 John The Baptist Episcopal Church of Breckenridge, a Colorado nonprofit corporation.
8

9 Witness my hand and official seal.

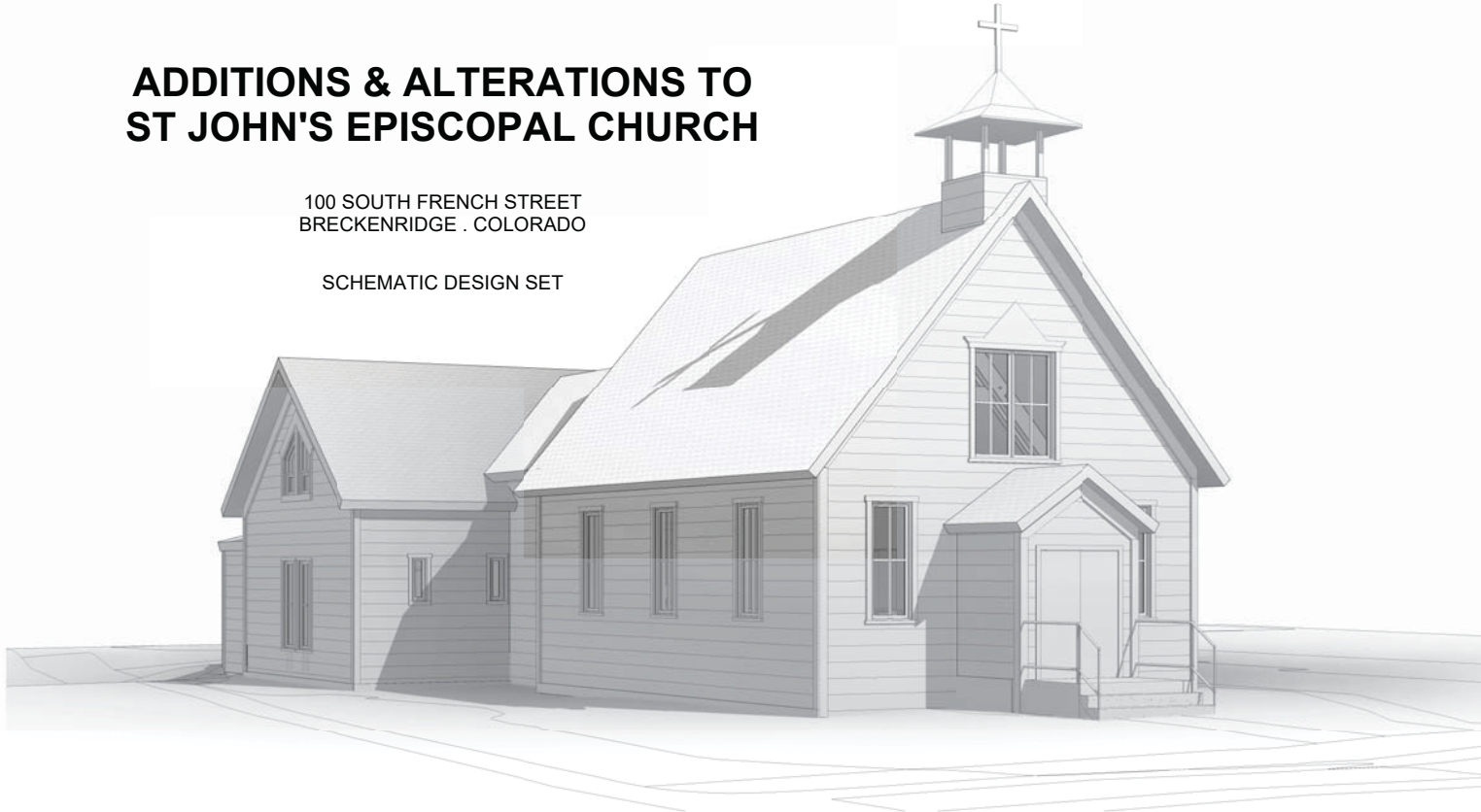
10
11 My commission expires: _____
12
13
14

15 Notary Public
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57

ADDITIONS & ALTERATIONS TO ST JOHN'S EPISCOPAL CHURCH

100 SOUTH FRENCH STREET
BRECKENRIDGE . COLORADO

SCHEMATIC DESIGN SET



additions & alterations
to st john's
episcopal church

lot 1, 2
block 4 abette addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT OF
STAISS ARCHITECTS

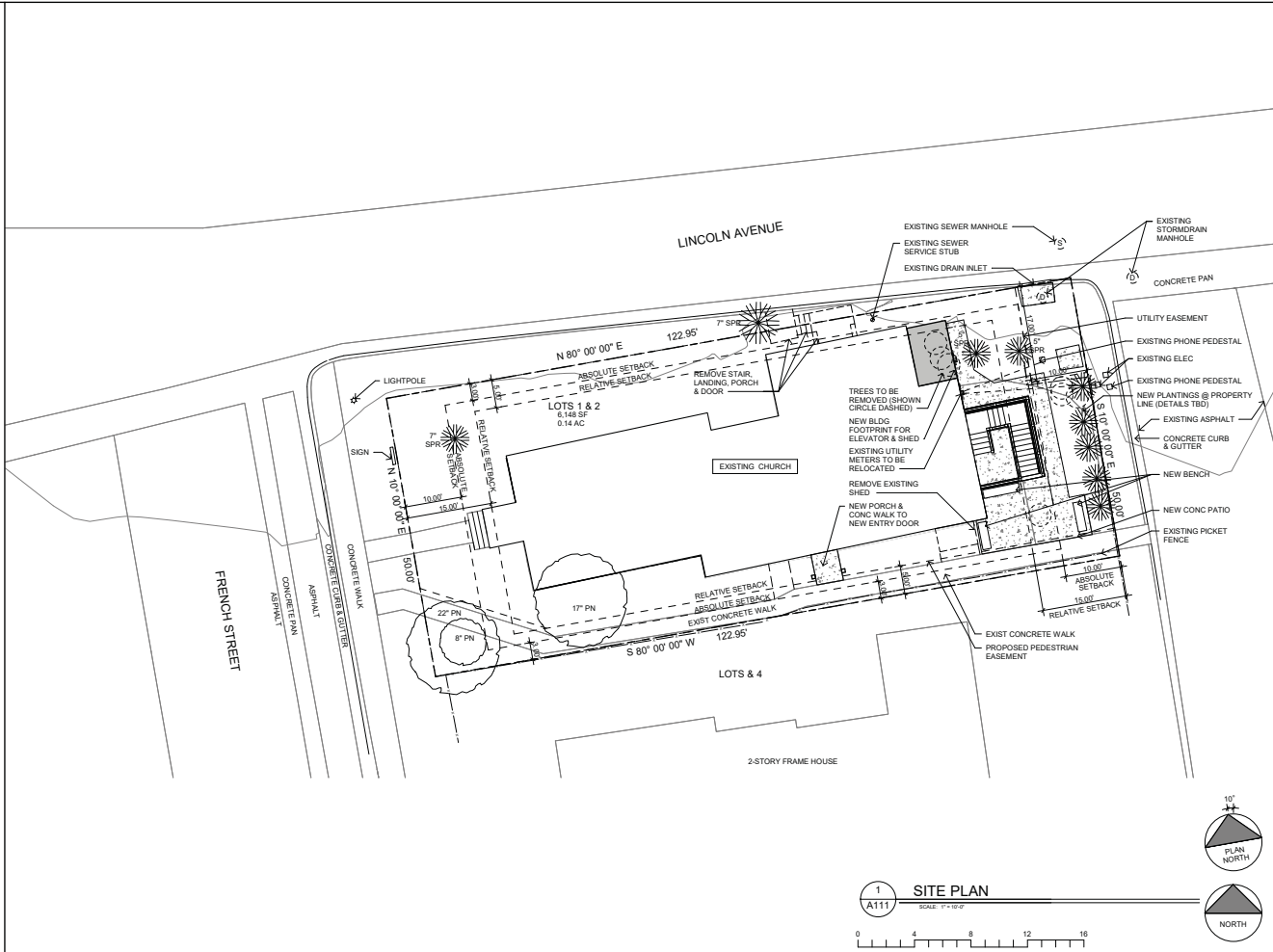
ISSUE:

issue	date
schematic	27 dec 2019

COVER SHEET
draft
CS

SHEET INDEX

CS	COVER SHEET	A111	SITE PLAN, AREA CALCS & NOTES	A210	LOWER FLOOR PLAN	A301	EXTERIOR ELEVATIONS
		A120	CONSTRUCTION STAGING PLAN	A211	MAIN FLOOR PLAN	A302	EXTERIOR ELEVATIONS
				A212	UPPER FLOOR PLAN	A303	EXTERIOR ELEVATIONS
						A311	EXTERIOR PERSPECTIVES



1 SITE PLAN
SCALE: 1" = 10'-0"



AREA CALCULATIONS

SITE CALCS:	DESCRIPTION	PROPOSED ADDITION		EXISTING STRUCTURE		TOTAL % OF SITE
		AREA SF (ACRES)	% OF SITE	AREA SF (ACRES)	% OF SITE	
1.	BUILDING FOUNDATION BELOW ENCL AREAS	73 (0.00)	X X	2,363 (0.05)	X X	X
2.	BUILDING FOOTPRINT (1) + DECKS AND PORCHES	242 (0.00)	X X	2,474 (0.06)	X X	X
3.	PAVING DRIVE & WALKS	X (0.00)	X X	---	---	X
4.	SNOW STACK @ DRIVES, WALKS, & DECKS	X (0.00)	X X	---	---	X
5.	LANDSCAPE/OPEN SPACE TOTAL (6)+(2)+(3)	X (0.00)	X X	X (0.00)	X X	X
6. TOTAL		6,148 (0.14)	100.0	6,148 (0.14)	100.0	100.0

BUILDING CALCS:	EXISTING (SF)			NET CHANGE (SF)			TOTAL (SF)		
	FIN	UNFIN	TOT	FIN	UNFIN	TOT	FIN	UNFIN	TOT
1. LOWER FLOOR	1,075	39	1,114	1,180	60	1,240	2,255	99	2,354
2. MAIN FLOOR	2,322	---	2,322	---	---	---	---	---	2,322
3. UPPER FLOOR	326	---	326	---	---	---	---	---	326
3. TOTAL	3,723	39	3,762	1,180	60	1,240	4,903	99	5,002

- NOTES:
1. BUILDING AREAS CALCD IN ACCORDANCE W/ BUILDING CODE REQMENTS.
 2. UNCONDITIONED AREA INCLUDES GARAGE, MECHANICAL & STORAGE (WITH OVER 5'-0" HEADROOM).
 3. STAIRS & LANDINGS NOT COUNTED WITH UPPERMOST FLOOR SQUARE FOOTAGES.

additions & alterations to st john's episcopal church

lot 1, 2
block 4 abette addition
breckenridge, colorado
PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION OR RESALE WITHOUT WRITTEN CONSENT OF ARCHITECTS.

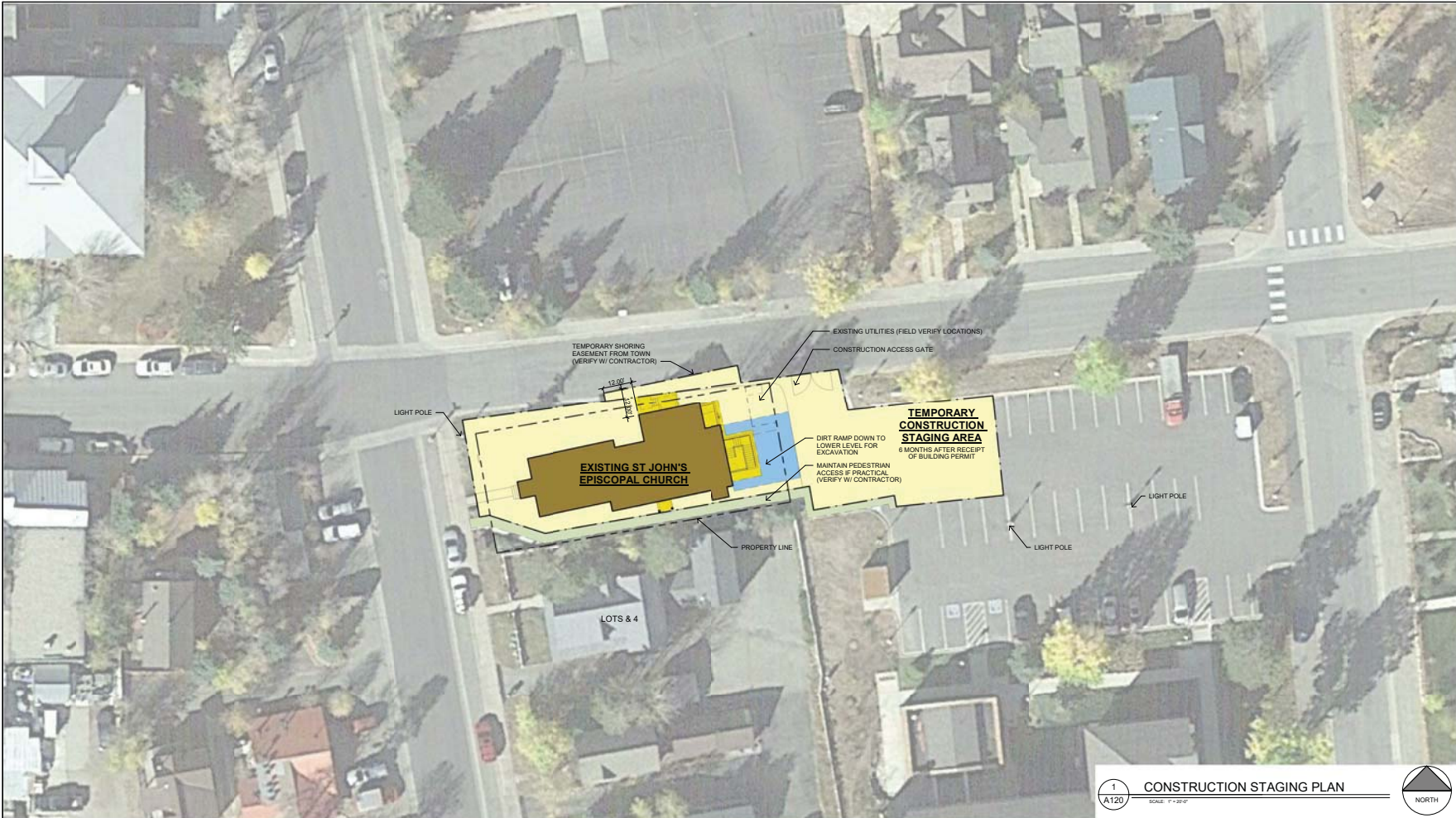
ISSUE:

revision	date
review	21 nov 2019
review	13 dec 2019
schematic	27 dec 2019

SITE PLAN, AREA CALCS & NOTES

draft
A111

202/270219 11:56:50 staishomeoffice.com\shawnuser\shawn\Documents\1963_SUE3D3\Model\spn-2_d01er.rvt



1
A120 CONSTRUCTION STAGING PLAN
SCALE: 1"=20'0"

STAGING PLAN NOTES

- 1) BOUNDARY AND TOPOGRAPHICAL SURVEY INFORMATION OBTAINED FROM RANGEWEST, INC. SILVERTHORNE, COLORADO. VERIFY IN FIELD.
- 2) NO PERMANENT STAGING OR PARKING SHALL OCCUR IN THE TOWN RIGHT OF WAY
- 3) ANY DIRT TRACKED ONTO THE PUBLIC ROAD SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE.
- 4) A PROJECT CONTACT PERSON IS TO BE PROVIDED TO THE TOWN PUBLIC WORKS DEPARTMENT PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
- 5) ALL DISTURBANCES SHOWN ON THIS PLAN SHALL CONFORM TO FUTURE CONSTRUCTION DISTURBANCE AREAS FOR FUTURE PHASES OF THIS PROJECT. IN THE EVENT THAT SUCH FUTURE PHASES ARE NOT BUILT, ALL DISTURBED AREAS SHALL BE REVEGETATED WITH A MINIMUM OF 2 INCHES OF TOPSOIL, SEED AND MULCH.
- 6) TEMPORARY EROSION CONTROL MEASURES TO INCLUDE SILT FENCE AND STRAW BALES SHALL BE COORDINATED BY CONTRACTOR IN FIELD AND APPROVED BY OWNER, PROJECT CIVIL ENGINEER, AND TOWN STAFF.
- 7) GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR STAGING OF CONSTRUCTION MATERIALS, TRAILERS, PORT-O-LETS AND THE LIKE. THIS PLAN IS CONCEPTUAL IN NATURE AND WILL BE MODIFIED IN THE FIELD BY CONTRACTOR.
- 8) ANY STAGING ISSUES (SUCH AS PARKING, DELIVERIES, MATERIALS STORAGE, AND THE LIKE) WHICH CANNOT BE ACCOMMODATED ON SITE SHALL BE ACCOMMODATED OFF SITE. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL STAGING PER MUNICIPAL DEVELOPMENT CODE, APPLICABLE CODE AUTHORITIES AND REQUIRED SAFETY MEASURES.

PLAN LEGEND

- EXISTING BUILDINGS
- NEW WORK
- CONSTRUCTION AREA
- TEMPORARY RAMP TO LOWER LEVEL (FOR EARTH REMOVAL)
- TEMP PEDESTRIAN ACCESS

**additions & alterations
to st john's
episcopal church**
lot 1, 2
block 4 abbeville addition
breckenridge, colorado
PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PERMITTED.

ISSUE:

review	26 nov 2019
review	13 dec 2019
schematic	27 dec 2019

**CONSTRUCTION
STAGING PLAN**
craft
A120

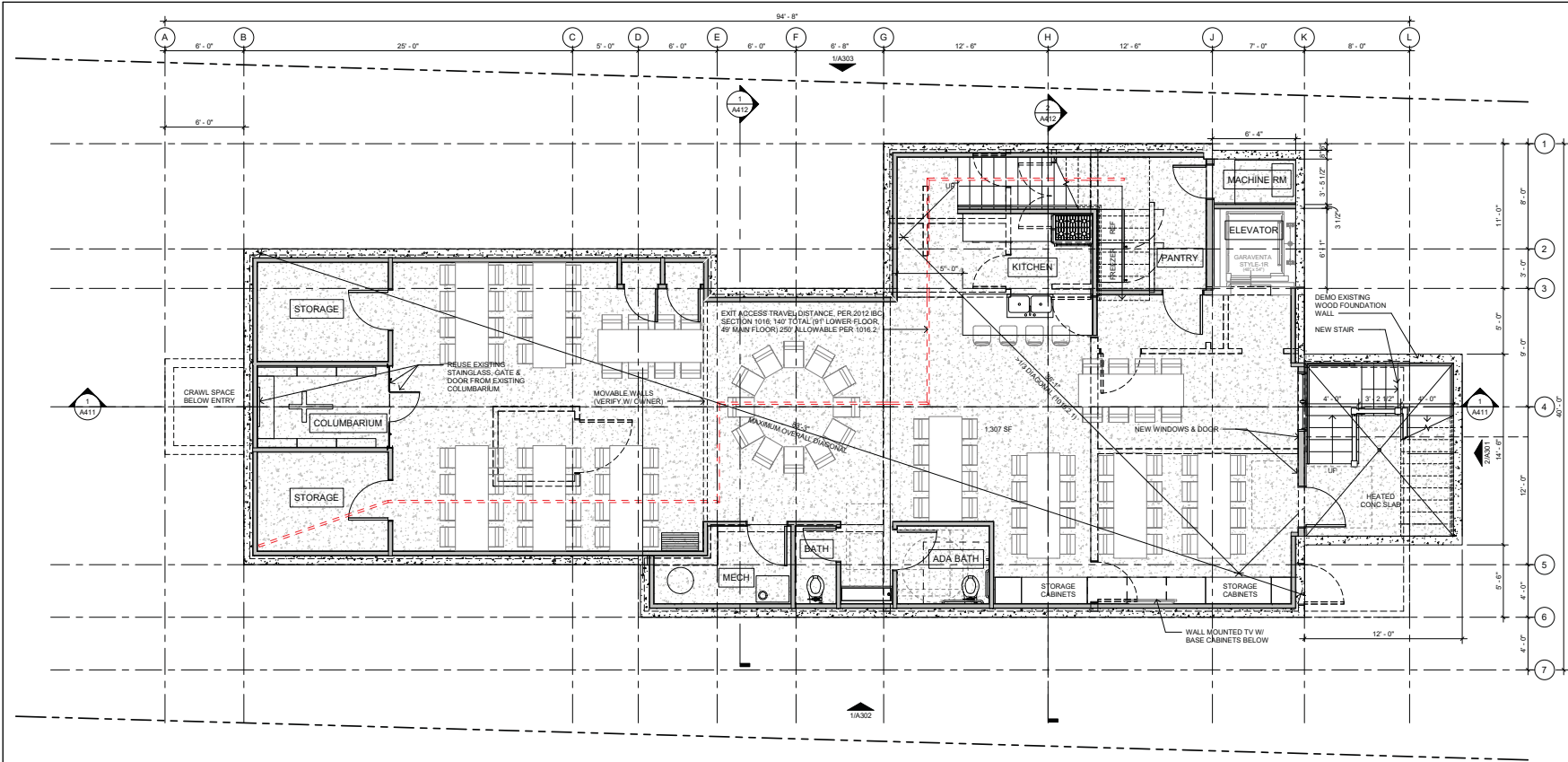
ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

LOWER FLOOR PLAN

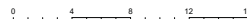
draft

A210



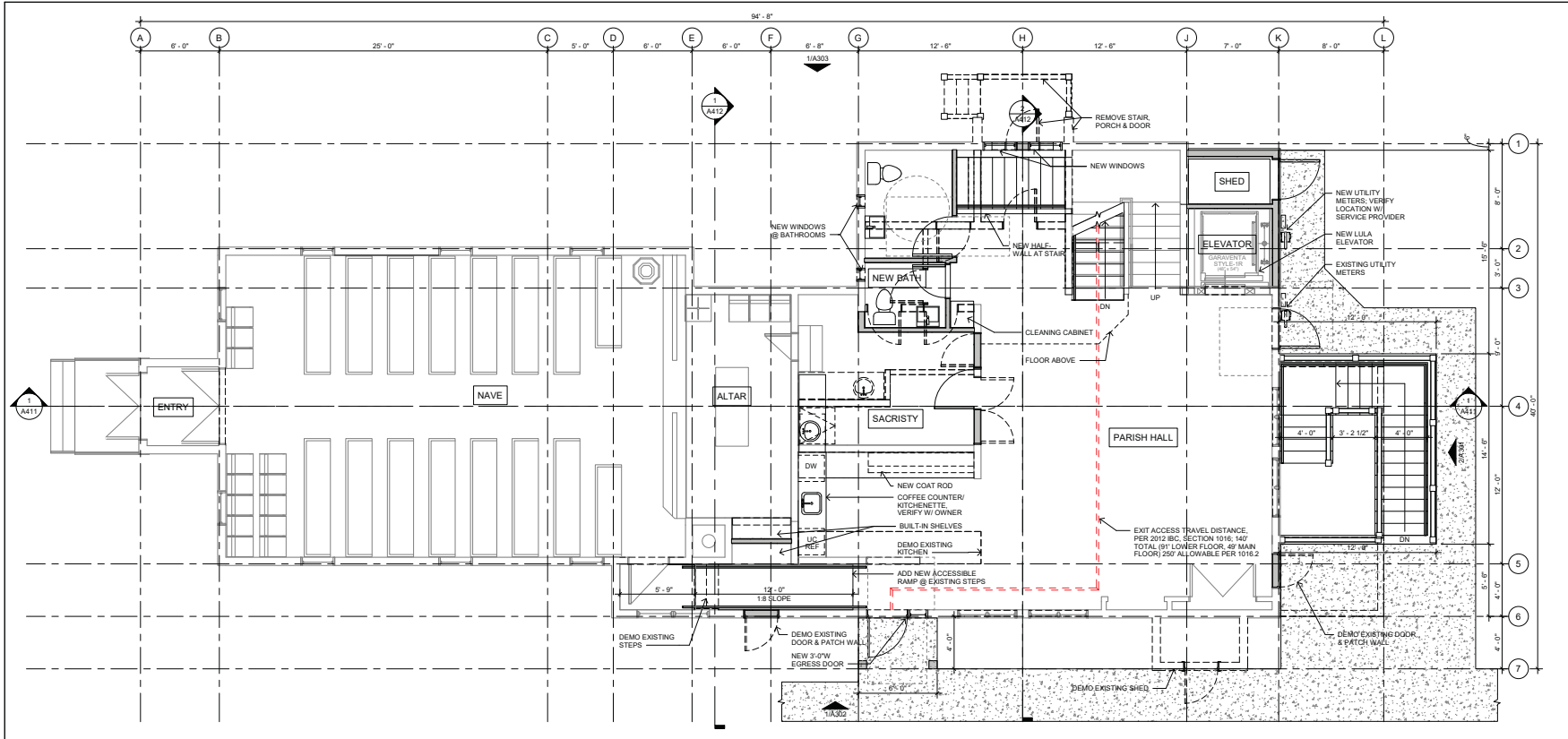
1 LOWER FLOOR PLAN

A210 SCALE: 1/4" = 1'-0"



PLAN LEGEND

- EXISTING WALL TO REMAIN
- WALL TO BE REMOVED (SHOWN DASHED)
- NEW WALL (SHOWN SHADED)
- EXISTING DOOR
- NEW DOOR
- DOOR TO BE REMOVED (SHOWN DASHED)



1 MAIN FLOOR PLAN
A211
0 4 8 12 16
PLAN NORTH

PLAN LEGEND

	EXISTING WALL TO REMAIN
	WALL TO BE REMOVED (SHOWN DASHED)
	NEW WALL (SHOWN SHADED)
	EXISTING DOOR
	NEW DOOR
	DOOR TO BE REMOVED (SHOWN DASHED)

additions & alterations to st John's episcopal church
lot 1, 2 block 4 adobe addition breckenridge, colorado
PROJECT # 1963

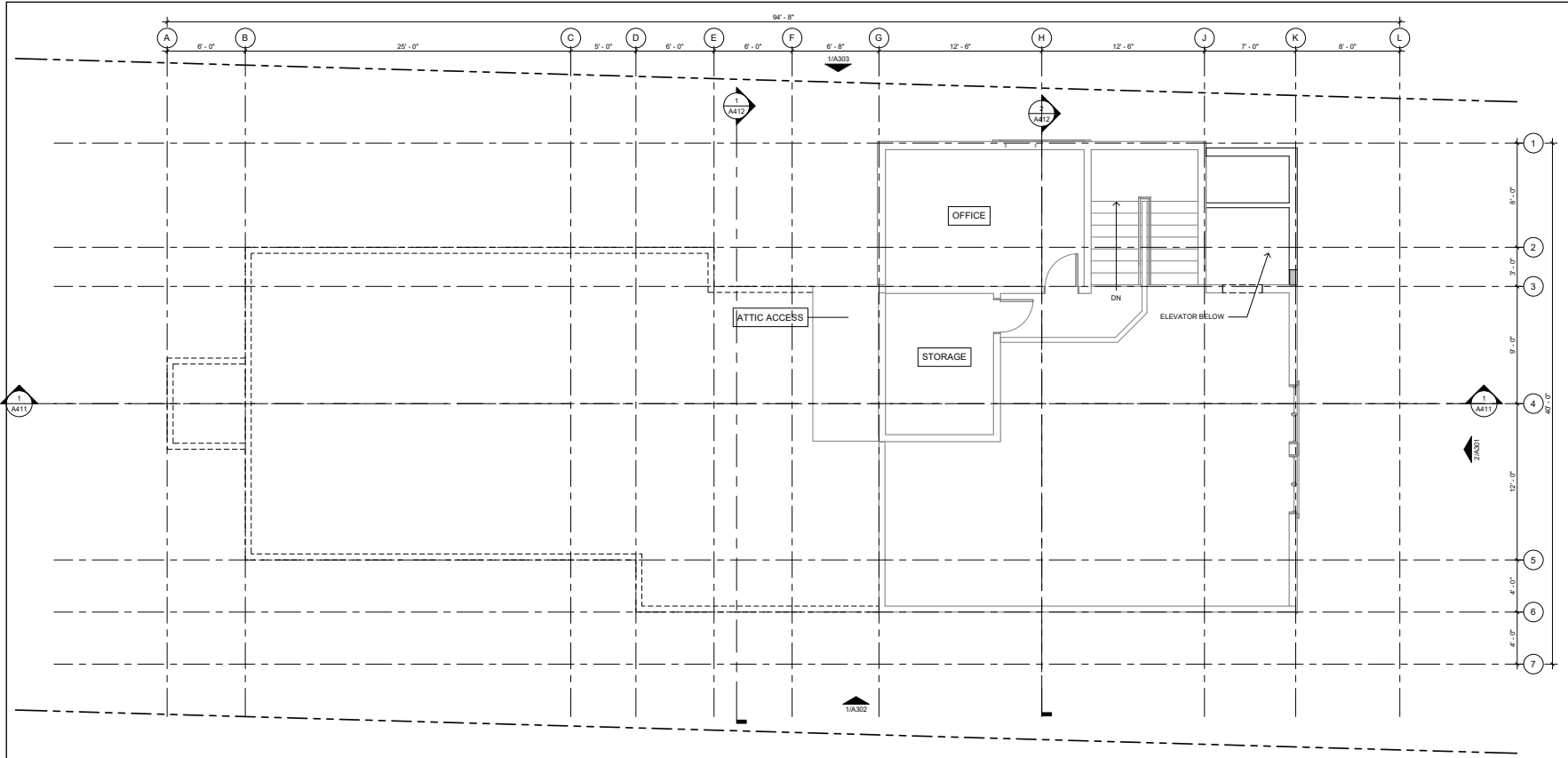
© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION OR RESALE WITHOUT WRITTEN CONSENT IS PERMITTED.

ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

MAIN FLOOR PLAN
draft
A211

I:\stairarchitects.com\shawn\user\stair\Documents\1963_SUEB_SUEB_3d\Model\spoin_2_0.dwg 12/27/2019 12:30:02



**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

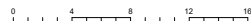
© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT OF
STAISSARCHITECTS.

ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

1 UPPER FLOOR

A212 SCALE: 1/8" = 1'-0"



UPPER FLOOR PLAN

draft

A212

**additions & alterations
 to st John's
 episcopal church**

lot 1, 2
 block 4 abbots addition
 breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
 ALL RIGHTS RESERVED. NO REPRODUCTION
 OR RESALE WITHOUT WRITTEN CONSENT IS
 PERMITTED.

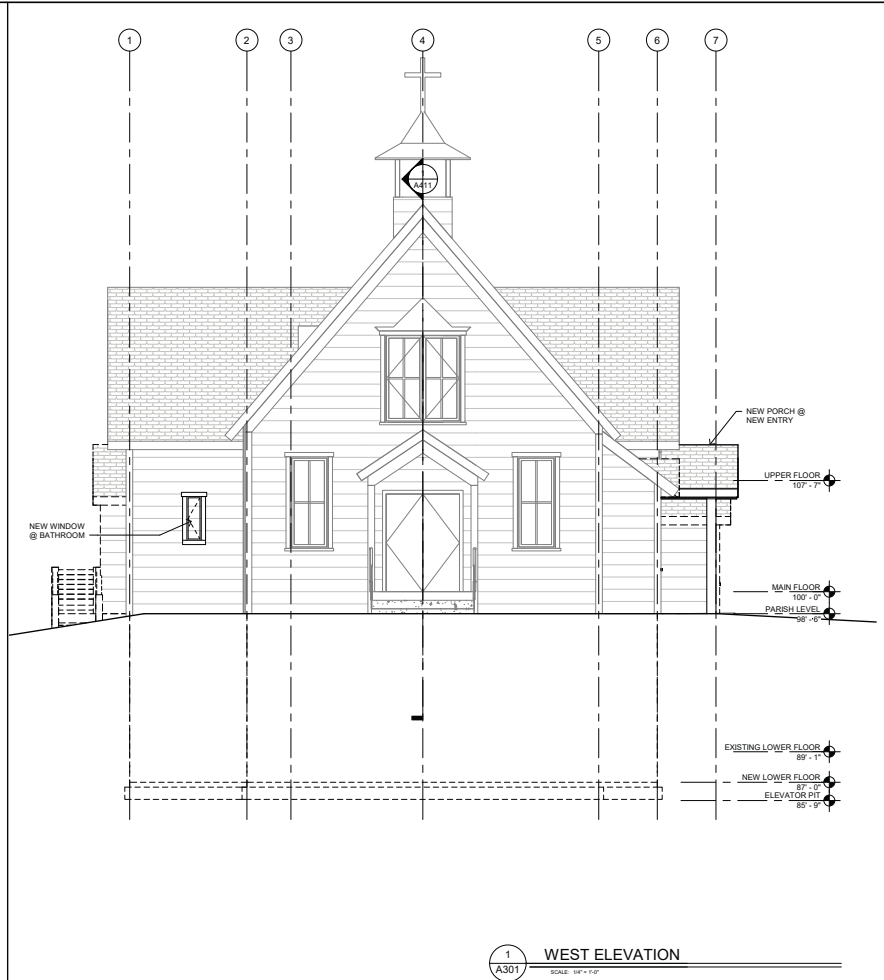
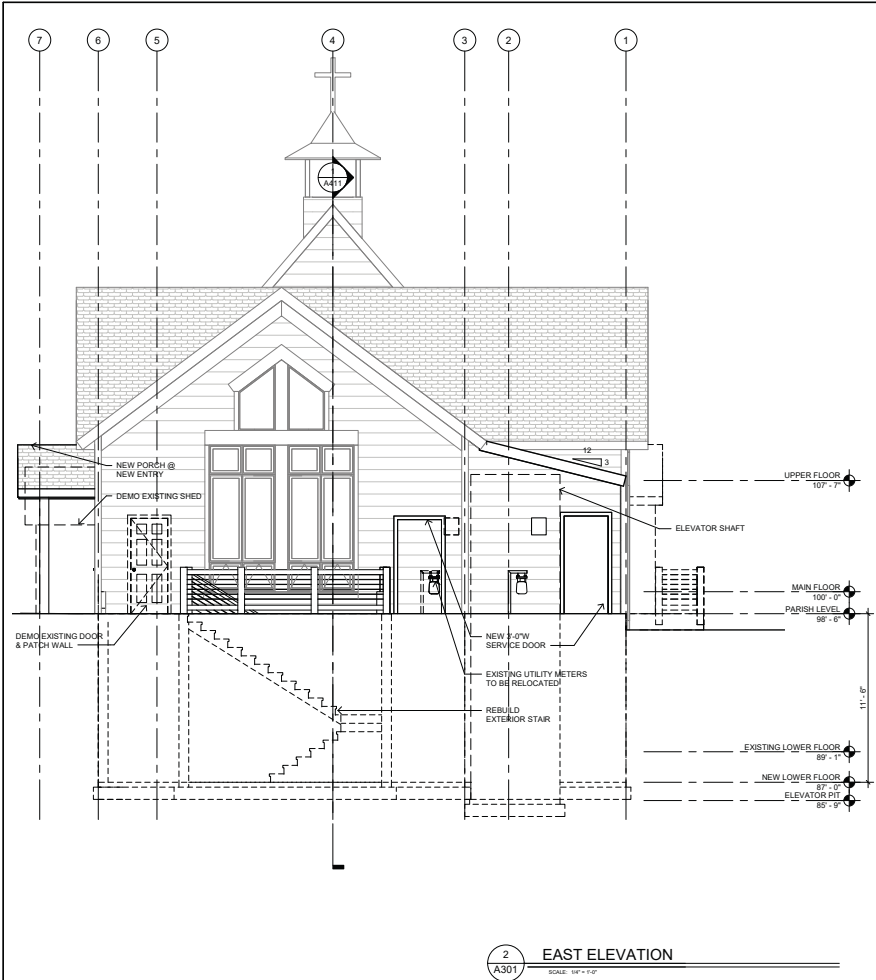
ISSUE:

review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

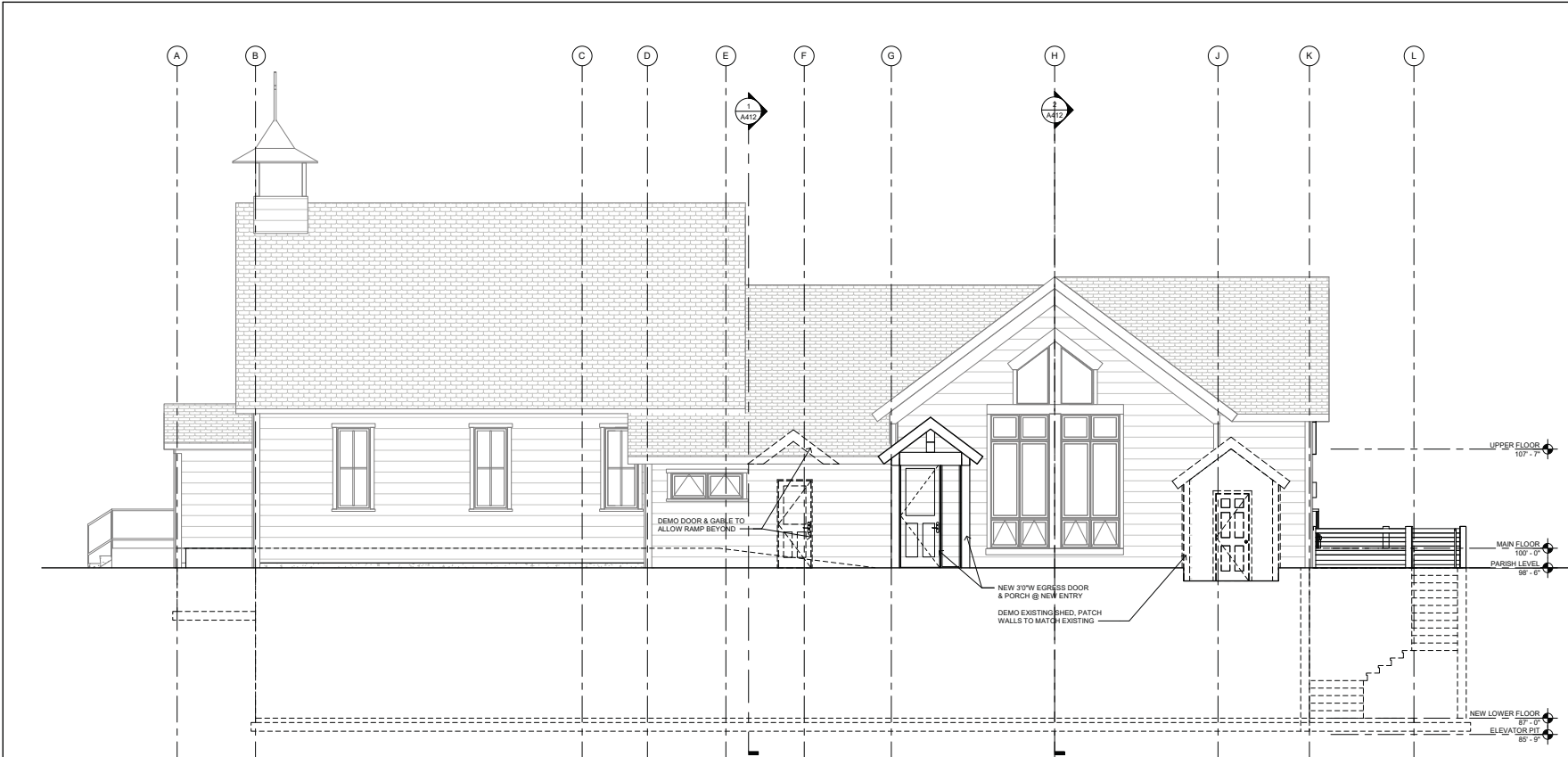
EXTERIOR ELEVATIONS

draft

A301



13/27/2019 11:28:23 \\stais\starchitects.com\starchitects\user\starchitects\Documents\1963_SJES_3D Model\egon_2_dwg.rvt



**additions & alterations
to st John's
episcopal church**

lot 1, 2
block 4 abbots addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PERMITTED.

ISSUE:

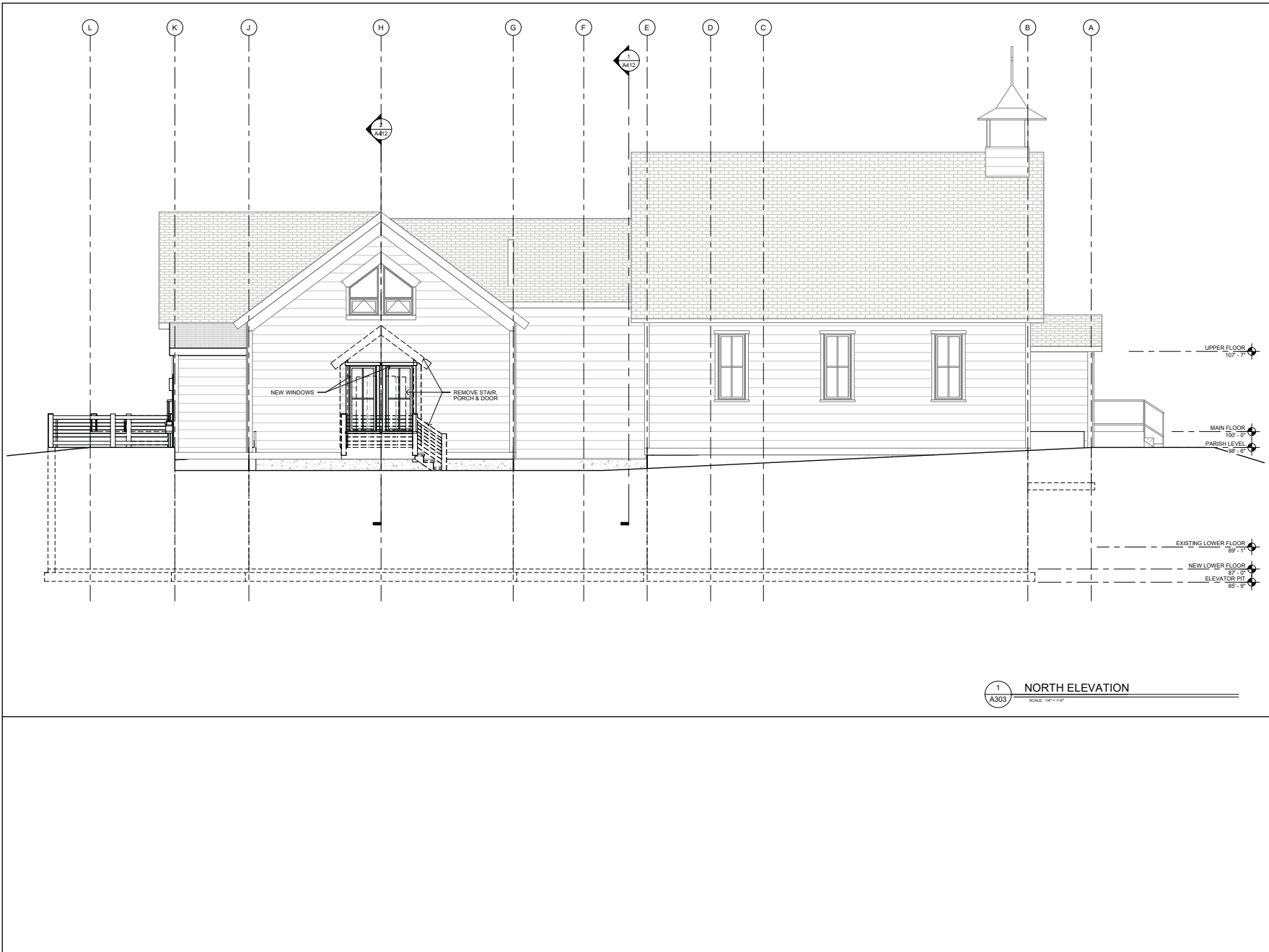
review	21 nov 2019
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

EXTERIOR ELEVATIONS

draft

A302

3/27/2019 11:28:24 I:\stais\projects\com\shere\user\stais\Documents\1963_SJES_3d\Model\spoin_2.dwg 1/4"



**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 adobe addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL RIGHTS RESERVED. NO REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PERMITTED.

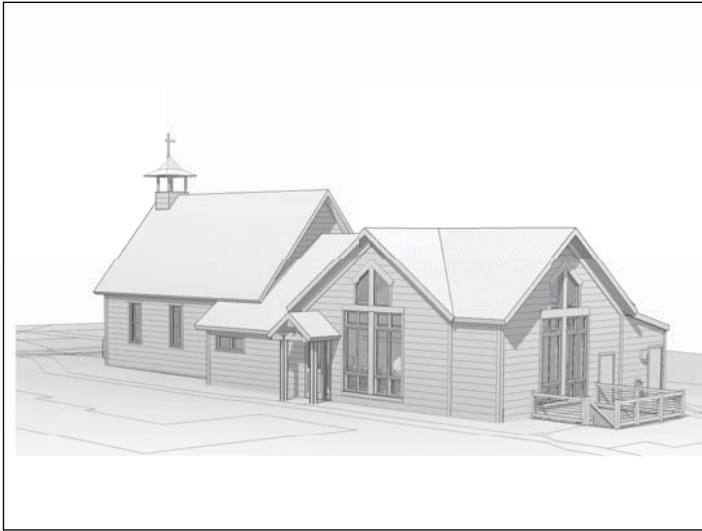
ISSUE:

ISSUE	DATE
review	6 dec 2019
review	13 dec 2019
schematic	27 dec 2019

EXTERIOR ELEVATIONS

draft

A303



3
A311 VIEW FROM SOUTHEAST
SCALE



1
A311 VIEW FROM NORTHWEST
SCALE



4
A311 VIEW FROM NORTHEAST
SCALE



2
A311 VIEW FROM SOUTHWEST
SCALE

**additions & alterations
to st john's
episcopal church**

lot 1, 2
block 4 abbette addition
breckenridge, colorado

PROJECT # 1963

© COPYRIGHT
ALL UNFINISHED WORK. ANY REPRODUCTION
OR RESALE WITHOUT WRITTEN CONSENT IS
PROHIBITED.

ISSUE:

schematic	27 dec 2019

EXTERIOR
PERSPECTIVES
draft

A311



Memo

To: Breckenridge Town Council Members
From: Rick Holman, Town Manager
Date: 1/3/2020
Subject: An Ordinance Concerning the Leasing of the Breckenridge Professional Building

In May of 2019 the Town purchased the Breckenridge Professional Building located at 130 Ski Hill Road. Currently the building has 12 leasable spaces, 11 of which are currently under lease. The Town Code requires that any lease of Town-owned real property which has a term greater than one year is required to be approved by ordinance. In the commercial leasing field it would not be practical to ask a prospective tenant to wait for at least 2 months to determine if their lease is approved. Therefore, the attached ordinance if approved by Council would give authority to the Town Manager to enter into leases specifically for the Breckenridge Professional Building for a period longer than one year. The Town Manager would also be required to report to the Town Council at the next regular Council meeting any leases entered into for that building.

The attached ordinance also ratifies 3 leases that were recently signed by the Town Manager for the Breckenridge Professional Building. Farmers Insurance is one of those 3 leases and they have been a tenant of the building, they signed a new extended lease. Two new tenants were added to the building in the space that was previously occupied by the radio station. They are, Zidel Financial, Inc. and Sprouse and Associates, LLC.

As the Town renews or enters into new leases with tenants of the building there is no longer a guarantee of reserved parking. Tenants will be eligible for an employee parking permit and must compete for parking in East Sawmill and the Professional Building lot.

1 ***FOR WORKSESSION/FIRST READING – JAN. 14***

2
3 COUNCIL BILL NO. ____

4
5 Series 2020

6
7 AN ORDINANCE CONCERNING THE LEASING OF THE BRECKENRIDGE
8 PROFESSIONAL BUILDING

9
10 WHEREAS, the Town owns that real property commonly known as the Breckenridge
11 Professional Building located at 130 Ski Hill Road, Breckenridge, Colorado; and

12
13 WHEREAS, the Breckenridge Professional Building contains condominium units that
14 need to be rented; and

15
16 WHEREAS, the Town Council finds and determines that the commercial real estate
17 rental market requires that the leases at the Breckenridge Professional Building have a term that
18 is longer than one year; and

19
20 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any lease of
21 Town-owned real property the term of which is longer than one year must be approved and
22 authorized by ordinance; and

23
24 WHEREAS, the Town Council desires to authorize the Town Manager to enter into leases
25 at the Breckenridge Professional Building that have a term longer than one year, all as more fully set
26 forth in this ordinance; and

27
28 WHEREAS, this ordinance complies with the requirement of Section 1-11-4 of the
29 Breckenridge Town Code.

30
31 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
32 BRECKENRIDGE, COLORADO:

33
34 Section 1. The Town Manager is authorized, empowered, and directed to negotiate with
35 prospective tenants in the Breckenridge Professional Building, and to enter into leases binding on
36 the Town that have a term that may be longer than one year as the Town Manager determines to be
37 necessary, appropriate, and the best interest of the Town. In connection therewith, the Town
38 Manager shall have full power and authority to do and perform all matters and things necessary to
39 the leasing of the Breckenridge Professional Building.

40
41 Section 2. The Town Council hereby ratifies and confirms, in advance, in all respects and
42 for all purposes, all action taken by the Town Manager pursuant to the authority granted by this
43 ordinance.

44
45 Section 3. Not later than the next regular meeting of the Town Council after entering into
46 a lease for a unit in the Breckenridge Professional Building pursuant to the authority granted by

1 this ordinance, the Town Manager shall report the pertinent details of such lease to the Town
2 Council.

3
4 Section 4. If for any reason the Town Manager is unavailable to take any action required
5 or authorized of him pursuant to this ordinance, the Assistant Town Manager is authorized,
6 empowered, and directed to take such action, and Section 3 of this ordinance shall apply to any
7 such action taken by the Assistant Town Manager.

8
9 Section 5. The Town Council hereby ratifies and confirms in all respects the following
10 leases for units in the Breckenridge Professional Building entered into by the Town Manager that
11 have been or will be signed and effective before the date this ordinance becomes effective:

<u>Tenant</u>	<u>Unit</u>	<u>Lease Date</u>
Zidel Financial, Inc.	240A	October 1, 2019
Sprouse & Associates, LLC	240C	December 9, 2019
Mark Martin-Williams d/b/a Farmers Insurance	230	To Be Signed

12
13
14
15
16
17
18
19
20 Section 6. The Town Council hereby finds, determines and declares that it has the power
21 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
22 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

23
24 Section 7. This ordinance shall be published and become effective as provided by Section
25 5.9 of the Breckenridge Town Charter.

26
27 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
28 PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the
29 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
30 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
31 Town.

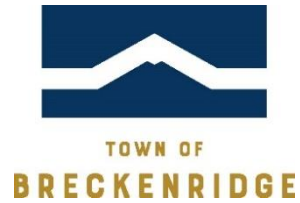
32
33 TOWN OF BRECKENRIDGE, a Colorado
34 municipal corporation

35
36
37
38 By: _____
39 Eric S. Mamula, Mayor
40
41

1 ATTEST:

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Helen Cospolich, CMC,
Town Clerk



Memo

To: Mayor and Town Council Members
From: Tim Berry, Town Attorney
Date: January 2, 2020 (for January 14th meeting)
Subject: Ordinance Amending Definition of “Lewd and Indecent Displays” in Town Code

Section 6-3G-1 of the Town Code, entitled “Public Indecency,” currently reads as follows:

It shall be unlawful for any person knowingly to perform any of the following acts in a public place or place within a view:

- A. An act of sexual intercourse; or
- B. A lewd and indecent display.**

The term “Lewd and Indecent Displays” is defined in Section 6-3-5 as follows:

LEWD AND INDECENT DISPLAYS: Performing an act or acts which simulate:

- A. Sexual intercourse, flagellation or any sexual acts which are prohibited by law;
- B. The touching, caressing or fondling of the breast, buttocks, anus or genitals;
- C. The displaying of the pubic hair, anus, vulva, or genitals;
- D. The displaying of the postpubertal human female breast below a point immediately above the top of the areola, or the displaying of the postpubertal human female breast where the nipple only or the nipple and areola only are covered; or**
- E. The open display of urinary or excretory functions.

A recent decision of the U.S. Court of Appeals for the Tenth Circuit indicates that Section D of the definition of “Lewd and Indecent Display” (as criminalized in 6-3G-1) may no longer be enforced by the Town.

Here is the Colorado Municipal League’s summary of that case:

Gender-specific public nudity ordinance violates Equal Protection

Free the Nipple-Fort Collins v. City of Fort Collins, 916 F.3d 762 (10th Cir. 2019)
In 2015 Ft. Collins adopted a public nudity ordinance which included a prohibition on the public display of female breasts (with certain exceptions). When the city was immediately sued, the federal court agreed with the city that “topless protests” are not protected speech under the First Amendment, but enjoined enforcement of the ordinance anyway on Equal Protection grounds. A divided panel of the Tenth Circuit upheld the injunction, becoming the first circuit court in America to strike down such a law. The court analyzed the ordinance as being no different than

other laws that have been struck down because they discriminate against women based upon “generalizations about the way women are.” Moreover, the majority reasoned that women wishing to display their breasts should not be punished because society as a whole has chosen to “sexualize” the female breast but not the male breast.

In May, the Ft. Collins City Council voted 4-3 not to appeal the decision to the U.S. Supreme Court, and in September the council formally repealed the ordinance.

Because Ft. Collins did not appeal the decision of the Tenth Circuit to the United States Supreme Court, the Tenth Circuit decision is final. Because Colorado is within the Tenth Circuit, the decision in the Ft. Collins case is now binding on the Town of Breckenridge.

Section D of the Town Code’s definition of Lewd and Indecent Displays - which is part of the Town’s Public Indecency Ordinance - is now unconstitutional and must be repealed to come into compliance with applicable law.

You should note that because the remaining portions of the Public Indecency Ordinance (as well as the remaining sections of the definition of Lewd and Indecent Displays) are not gender-specific, they appear to be unaffected by the decision in the Fort Collins case and can still be enforced by the Town. Additionally, there are state laws dealing with public nudity that are not affected by the Ft. Collins case, and can still be enforced.

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

1 ***FOR WORKSESSION/FIRST READING – JAN. 14***

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 2020

9
10 AN ORDINANCE AMENDING SECTION 6-3-5 OF THE BRECKENRIDGE TOWN CODE
11 CONCERNING THE DEFINITION OF “LEWD AND INDECENT DISPLAYS”

12
13 WHEREAS, in the recent case of Free the Nipple-Fort Collins v. City of Fort Collins,
14 916 F.3d 762 (10th Cir. 2020), the U.S. Court of Appeals for the Tenth Circuit held that the Fort
15 Collins gender-specific public nudity ordinance violated the Equal Protection clause of the
16 United States Constitution; and

17 WHEREAS, the Fort Collins decision was not appealed and is now final; and

18 WHEREAS, Colorado is located within the Tenth Circuit and, as such, the Fort Collins
19 decision is binding on the Town of Breckenridge; and

20 WHEREAS, it is necessary to amend the definition of “Lewd and Indecent Displays” in
21 Section 6-3-5 of the Breckenridge Town Code to comply with the Tenth Circuit’s decision in the
22 Fort Collins case.

23 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
24 BRECKENRIDGE, COLORADO:

25 Section 1. The definition of “Lewd and Indecent Displays” in Section 6-3-5 of the
26 Breckenridge Town Code is amended to read as follows:

27
28 LEWD AND INDECENT DISPLAYS: Performing ~~an act or acts which simulate~~ **any of**
29 **the following acts**:

- 30 A. Sexual intercourse, flagellation or any sexual acts which are prohibited by law;
31 B. The touching, caressing or fondling of the breast, buttocks, anus or genitals;
32 C. The displaying of the pubic hair, anus, vulva, or genitals; **or**
33 D. ~~The displaying of the postpubertal human female breast below a point immediately~~
34 ~~above the top of the areola, or the displaying of the postpubertal human female breast~~
35 ~~where the nipple only or the nipple and areola only are covered; or~~
36 E. The open display of urinary or excretory functions.

1
2 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
3 various secondary codes adopted by reference therein, shall continue in full force and effect.
4

5 Section 3. The Town Council hereby finds, determines and declares that this ordinance is
6 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
7 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
8 thereof.
9

10 Section 4. This ordinance shall be published and become effective as provided by Section
11 5.9 of the Breckenridge Town Charter.
12

13 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
14 PUBLISHED IN FULL this ____ day of _____, 2020. A Public Hearing shall be held at the
15 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
16 _____, 2020, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
17 Town.
18

19 TOWN OF BRECKENRIDGE, a Colorado
20 municipal corporation
21

22
23
24 By: _____
25 Eric S. Mamula, Mayor
26

27 ATTEST:
28
29
30

31 _____
32 Helen Cospolich, CMC,
33 Town Clerk
34
35
36
37
38
39
40
41
42
43
44
45
46

Memo



To: Breckenridge Town Council
From: Helen Cospolich, Municipal Clerk
Date: 1/7/2020
Subject: Mail Ballot Election Resolution

This resolution, if approved, would set the April 7, 2020 Town of Breckenridge Municipal Election to be conducted by mail ballot. Section 1-12-8 of Breckenridge Town Code states that Council may choose to hold a municipal election as mail ballot by resolution. Since our last municipal election (2016) was conducted by mail ballot, and all subsequent coordinated elections have also been by mail ballot, staff believes conducting the April 7, 2020 Town of Breckenridge municipal election by mail ballot is consistent with the expectations of our electorate.

Staff will be present at the meeting to answer any questions you may have.

1 ***FOR WORKSESSION/ADOPTION – JAN. 14***

2
3 RESOLUTION NO. 1

4
5 SERIES 2020

6
7 A RESOLUTION DETERMINING THAT THE APRIL 7, 2020 REGULAR TOWN
8 ELECTION SHALL BE A MAIL BALLOT ELECTION
9

10 WHEREAS, Section 1-7.5-104(1), C.R.S., and Section 1-12-8 of the Breckenridge Town
11 Code authorize the Town Council, by resolution, to determine that any municipal election shall
12 be conducted as a mail ballot election; and
13

14 WHEREAS, the Town Council determines that the regular Town election to be held on
15 Tuesday, April 7, 2020 shall be conducted as a mail ballot election.
16

17 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
18 BRECKENRIDGE, COLORADO, as follows:
19

20 Section 1. The regular Town election to be held on Tuesday, April 7, 2020 shall be
21 conducted as a mail ballot election.
22

23 Section 2. The mail ballot election to be held on Tuesday, April 7, 2020, shall be
24 conducted under the supervision of the Colorado Secretary of State and pursuant to the rules for
25 mail ballot elections promulgated by the Colorado Secretary of State.
26

27 Section 3. The mail ballot election to be held on Tuesday, April 7, 2020, shall be held in
28 accordance with the Colorado Municipal Election Code of 1965 and the Uniform Election Code
29 of 1992.
30

31 Section 4. This resolution is effective upon adoption.
32

33 RESOLUTION APPROVED AND ADOPTED this 14th day of January, 2020.
34

35 TOWN OF BRECKENRIDGE
36

37
38 By: _____
39 Eric S. Mamula, Mayor
40

41 ATTEST:
42
43
44

45 _____
46 Helen Cospolich, CMC
47 Town Clerk

1 APPROVED IN FORM

2

3

4

5

6 _____
Town Attorney Date



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: January 8, 2020
Subject: Planning Commission Decisions of the January 7, 2020 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, JANUARY 7, 2020:

CLASS A APPLICATIONS:

1. East Peak 8 Hotel and Cucumber Gulch Preserve Preventative Maintenance Area (PMA) Variance, PL-2018-0576, 1599 Ski Hill Rd.

A proposal to construct a hotel and condominium project, consisting of 49 for-sale condominiums and a 137 guest room hotel. The project will also include amenity spaces, private club spaces, back of house support spaces, guest services areas, common areas, restaurant, bar, commercial kitchen, pool and spa, ski lockers, outdoor dining and seating and drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preventative Management Area (PMA). *Approved.*

CLASS B APPLICATIONS: None

CLASS C APPLICATIONS:

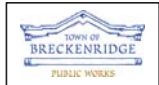
1. Walsh Detached Garage, 26 Marks Lane, PL-2019-0549
A proposal to add a new 560 sq. ft. detached garage, 480 sq. ft. bonus room at ground level and an 843 sq. ft. bonus area on the upper floor. *Continued to the February 4, 2020 Planning Commission Meeting*
2. Looney House Addition, 322A N. Main Street, PL-2019-0586
A proposal to construct a 138 sq. ft. addition to a historic structure on North Main Street. *Approved.*

TOWN PROJECT HEARINGS: None

OTHER: None



Walsh Garage and Accessory Apartment, 26 Marks Lane



Breckenridge North





NOT TO SCALE

Breckenridge South



Looney House Addition,
322A N. Main Street

East Peak 8 Hotel and Cucumber Gulch
Preserve Preventative Maintenance Area (PMA)
Variance, 1599 Ski Hill Rd.



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Gerard.

ROLL CALL

Christie Mathews-Leidal	Jim Lamb	Ron Schuman
Mike Giller	Steve Gerard	
Dan Schroder	Lowell Moore	

APPROVAL OF MINUTES

Mr. Schuman: On page 4, change “employee” to “HOA Manager”, on page 6 correct spelling of name, on page 7, change to “Made motion to recommend approval.”

Ms. Leidal: Regarding the parking structure, there was a new condition 12 placed on the project during the meeting regarding the additional water conservation measures to meet the +2 points under 22/r.

With the above changes, the minutes from December 3, 2019 were approved.

APPROVAL OF AGENDA

Mr. Truckey: We are proposing to move the Collins Residence project to February 4th at the request of the applicant.

Mr. Schroder made a motion that Collings Residence be moved to the February 4th, 2020 Planning Commission, Seconded by Mr. Moore. The motion passed unanimously.

With the above change, the January 7th, 2020 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None

CONSENT CALENDAR:

1. Walsh Detached Garage (LS), 26 Marks Lane, PL-2019-0549

Ms. Leidal: I would like a presentation on the Walsh Detached Garage.

Mr. Schuman made a motion to call up the Walsh Detached Garage, seconded by Ms. Leidal. The motion passed unanimously and the project was called up.

Mr. Sponable presented a proposal to build a detached two-car garage with a lower level exercise room and an upper level living area, adding one additional bedroom and bathroom to the property.

Commissioner Questions / Comments:

Ms. Leidal: I was looking at the definition of an accessory apartment. Why doesn't this qualify? (Mr. Sponable: There is some grey area in that definition, without a full kitchen it doesn't meet the definition of a separate living area. We asked the applicant to remove the originally proposed full kitchen so it would not be considered an accessory apartment.) I appreciate your explanation, but under the definition of an accessory apartment, it doesn't speak one way or the other to what constitutes a kitchen. I'm concerned there is nothing to prevent this from being used as an accessory apartment. Have you spoken to the town attorney about this? (Mr. Sponable: Not this one exactly. Mr. Truckey: In previous projects, we have used the inclusion of a cooking stove and installation of a 220 outlet as the bright line. The definition of an accessory apartment is being further defined with Town Council in the next couple months. Mr. Lott: With what we brought to you regarding the codes change at your work

- session, the wet bar might be considered an accessory apartment.) Also nothing in the definition that speaks to what is required. It has a washer and dryer, its own entrance, etc. How do others feel about this?
- Mr. Schuman: Have you looked at limiting this to a 50 amp panel? (Mr. Truckey: If we found out and were aware people put in a 220 outlet, we could enforce this. Panel boxes can be changed also.) (Mr. Lamb: Don't remember coming up with a good answer for this when we talked before. They can also buy a 110 stove.)
- Mr. Gerard: On the site drawing, I don't see the disturbance envelope shown. (Mr. Sponable: Since this is located in one of the original Highlands Filings there is no disturbance envelope here.)
- Ms. Leidal: Is everyone else comfortable with it?
- Mr. Schuman: We don't have a choice.
- Mr. Schroder: I feel it seems to meet the code as presented. Even though it appears to be an accessory apartment. It is a little slippery.

Bobby Craig, Architect:

This is a house we designed 15-20 years ago. They are relatively new owners, they have a need for more garage space. I hear exactly what you're saying about this fear of accessory apartments and short term rentals. They just want a place they can escape from their own family. This is something that does have to be addressed at the Town level. Can someone record a covenant against their own property?

- Mr. Schuman: The covenant would keep them honest, but we wouldn't know about the next people coming in. (Mr. Craig: I think that mechanism to check on short term rentals is now in place.)
- Ms. Leidal: I know the owner isn't here, but would the owner be able to place a covenant on this against short term rentals?
- Mr. Gerard: We might table this until the owner can come speak to the property.
- Mr. Schuman: That isn't fair to the owner. They have passed approval and meet code.
- Ms. Leidal: I disagree. The definition of a kitchen isn't here.
- Mr. Schuman: If we are going to put a tripwire in front of this guy, what do we do for future people?
- Ms. Leidal: I want to give him options. Maybe if he will do a covenant, he might have the option to get the full kitchen. Thank you for talking through it with us.
- Mr. Truckey: Staff will need to talk about this and how best to address the situation.

Ms. Leidal made a motion to continue the Walsh Detached Garage to the February 4, 2020 Planning Commission Meeting, seconded by Mr. Schuman. The motion passed unanimously.

2. Looney House Addition (JL), 322A North Main Street, PL-2019-0586

Mr. Lott passed out revised Findings and Conditions with two minor changes.

The Looney House Consent Calendar item was approved as presented.

FINAL HEARINGS:

1. East Peak 8 Hotel and Cucumber Gulch Preserve Preventative Maintenance Area (PMA) Variance (CK), PL-2018-0576, 1599 Ski Hill Rd.

Mr. Kulick presented a proposal to construct a hotel and condominium project, consisting of 49 for-sale condominiums and a 137 guest room hotel. The project will also include amenity spaces, private club spaces, back of house support spaces, guest services areas, common areas, restaurant, bar, commercial kitchen, pool and spa, ski lockers, outdoor dining and seating and drainage improvements and infrastructure to maintain water quality within the Cucumber Gulch Preventative Management Area (PMA). The following specific questions were asked of the Commission:

1. Does the Commission support the proposed PMA variance for the proposed water quality facility,

the new groundwater discharge outlets and a new water outlet?

2. Does the Commission support using the proposed weighted prorated formula for assessing commercial density for the use of amenity space by the private club members?

3. Does the Commission agree with the proposed final Point Analysis?

Mr. Truckey: Did you present the revised condition regarding maintenance of the drainage facility?

(Mr. Kulick: Yes.) Condition referenced is 39. *Applicant shall sign a covenant, in a form acceptable to the Town Attorney that binds current and future owners of the real property, in perpetuity, to provide long-term maintenance and inspection of the water quality facilities and infrastructure identified on the final drainage and groundwater plans. The covenant shall guarantee the system performs at a 90% efficiency rate at trapping sediments 0.005 mm or larger. The covenant shall also stipulate the water quality facilities and infrastructure be inspected by a licensed hydrologist or other licensed professional, with special expertise in surface or groundwater hydrology, acceptable to the Town annually for the first five years after a certificate of occupancy is issued and once every five years thereafter after if no major issues are reported within the first five years of monitoring. Applicant shall be responsible for all costs related to required monitoring and remediation.*

Commissioner Questions / Comments:

Mr. Schuman: Regarding the formula for commercial space for the club membership, will we see it needed/used after this? (Mr. Kulick: I think yes, probably especially around the ski area. The BGV properties have been doing something similar, selling ownership stakes that allow owners use of the facilities outside of their ownership periods. This private club proposal is our second one we've seen in the last 18 months. Previously the Gravity House had allocated commercial square footage for a private locker room. Some ski towns are ahead of us in this trend like Vail and Aspen.) What about Grand Timber? Did you get a lot of info from that formula? (Mr. Kulick: No, Grand Timber is similar to Breck Grand Vacations. We got our private club use information from Vail Resorts and other Aspen area clubs.)

Ms. Leidal: People can go there, bypass the rec center all day, ski, and then hit the hot tub on the way back. It seems like it is a parking garage issue. Was the traffic analysis amended to reflect this use? (Mr. Kulick: What was studied was the maximum number of parking spaces that can be filled. Ceiling number in the report is 405, and the proposed number of spaces is 333. It meets code for the uses and is below the maximum threshold outlined in the report.) (Mr. Truckey: Any given day you would expect to have 50 spaces a day utilized for private memberships, so you are still well under the capacity of 405.) (Mr. Kulick: In the traffic study, they looked at the peak days at the peak times and extrapolated it out for the year 2040, that is how they came up with that methodology.) Thank you for explaining that. So the portion of the amenities that we are assessing as commercial are not being assessed parking spaces because we are thinking it is included in pooled parking? Back in 2003 this use was not contemplated here. Now the other existing buildings might jump on this concept. I think we are exacerbating the parking and traffic problems up there. So like all the rest of the buildings then could sell memberships. (Mr. Kulick: They would have to reallocate existing commercial density in order to do that. They could take the commercial space and use a formula, but they may have to get rid of some other existing commercial space. This project is utilizing the remaining balance of all the density within the Peak 7 & 8 Master Plan. Just like opening a restaurant here, they don't have to provide more parking. It is different depending on where you go in town. To use the Gravity Haus example, they didn't have to meet the code parking requirement when they increased restaurant space because they are reviewed under an existing Master Plan that has the same parking multiplier for all commercial uses, restaurant, retail, office.) Thank you.

Mr. Giller: On the wetlands and the variance, we are relying a lot on the Town Engineer. Is there a reason the wetlands have shrunk in the last six years? (Mr. Kulick: I can't speak to that. I did check to make sure the easement was outside the current wetland boundaries, but as far as reading

- the wetland report that was prepared for the Breckenridge Open Space Commission in depth, I didn't.) (Mr. Truckey: There have been a lot of changes to hydrology there, and one of the main issues is whether we can maintain a beaver population in that upper gulch. Without beavers, wetlands begin to disappear. The issue is definitely being addressed by the BOSAC.)
- Mr. Lamb: The water quality facility removes 90% of the sediment, who is making that decision? Is 10% too much? (Mr. Kulick: That was the standard in previous PMA variance projects endorsed by the Town Engineer.)
- Mr. Giller: It said a five year volume for the sediment pond. Are we confident that is enough? (Mr. Kulick: We will be relying on the Town Engineer here.)
- Mr. Gerard: Having missed the October meeting, one of the issues that comes up a lot talks about the view corridors, and where we've settled. Can you address where we stand and what we've come down to in the view corridors? (Mr. Kulick: The project is separated from One Ski Hill Place by 47' 1" at its closest point. Comparatively, the building separation from the Fit Test was approximately 52' at its closest point. At the closest point, the proposed building is 36' from the dividing property line while One Ski Hill Place is 11' setback. The applicants also provided a cross section diagram that shows the varying view corridor widths in between One Ski Hill Place and the proposed building. The view corridor separation depicted in the diagram ranges from 47'-1" to 81'- 2" in width and increases at the upper levels of both structures. The separation of the roofline of the main lodge building from the roofline of the row of cabin units is 32'-3" (32' = 2.5 stories). The height of the proposed cabins is just above 2.5 stories, which is below the recommended height of 3.5 stories from the Master Plan and the actual height of the adjacent stand of Lodgepole pine trees that separate the project from the neighboring Four 'Clock subdivision.
- Mr. Schuman: (Referring to a diagram) I have no confidence that is the view corridor from Ski Watch Road.
- Mr. Moore: I was concerned about that in the October meeting as well. For that meeting, they had actually widened this. Right?
- Mr. Gerard: One additional question again from community input. Will you address the circulation issue from Peak 8 to the gondola? (Mr. Kulick: You can ski down to the gondola and any of the lifts at the Peak 8 base without really any effort. You can ski back to the property from most parts of the Peak 8 south of the Colorado chair, possibly Rocky Mountain if you are creative via Springmeyer and Four O'Clock runs to Trygve's. If you cut off too soon you will have an uphill walk or a lift ride to try it again. People who are using the gondola are generally staying on the hard path along Ski Hill Road to one of the property's pedestrian entrances.)
- Mr. Moore: Under policy 16R you've assigned +3 points, is that strictly for the easement? (Mr. Kulick: Yes.) Really no public access between the buildings is there? (Mr. Kulick: There is a public staircase on the west side of the building that connects Ski Hill Road to the base of the ski resort. The project's restaurants and bars are public so you may walk through the building. This is different from One Ski Hill Place where you are prohibited from passing through the building unless you are a guest. Working with the neighbors at 4 O'clock to provide public access was important from day one on this project.

Ricardo Dunin, Lionheart Capital, Applicant:

Staff has been great. A lot of interaction with staff on a weekly basis. Thank you to the neighbors. We had many open houses and dozens of meetings. Of course not everyone is happy all the time, but overall people realize this is a good addition to the neighborhood. Overall, we had a good experience working with the neighbors. Last but not least, thank you to this board. We think we have a better project out of it. Introducing the team, they are going to do a presentation for you today.

Sarah Broughton:

Thank you all for your time and thank you to staff. Presentation will be brief tonight. We are focusing on the questions posed tonight. The building remains exactly the same as what was presented in October. There are a

few design modifications here, but view corridors also remain the same. Staff did ask us to bring a physical model and have that model for you to see tonight. Several design modifications, building height was reduced to maintain 4 and 1/8" clearance from the height of the east cross gable of One Ski Hill Place. As Chris mentioned, we worked super hard to shift the service drive 8' away from One Ski Hill Place. We added additional tree buffering, with larger trees. We included trellises on the west side of the building that further screen the loading dock. The loading dock is 64' deep into the building. Shield over generator to help with sound from that. No changes to the materials, with the exception of the dark shingle. It is now stained rather than charred.

Elena Scott, Norris Design:

A little more info on drainage. I did want to explain a little about how this works. There are two ponds. The majority drains into pond A. The majority of the flow going into pond B is from the mountain. Not only looking at drainage for our site, but the surrounding areas as well. Wanted to talk a little bit about the club. Town staff and the attorney came up with the calculation. We transferred some residential density into commercial to account for this. On the parking side of things, we have 333 spaces, 72 spaces under the maximum allowed per the traffic study. There is a threshold that is important for the hotel operator to keep close track of. Ultimately we were able to create a highly amenitized property for people to use.

Mr. Kulick: Point of clarification, Tim Berry was consulted on the concept of the formula, but not the actual methodology.

Commissioner Questions / Comments:

Mr. Schuman: Can you go back one slide? That's an accurate representation of the view corridor? (Ms. Broughton: Yes. We work off the surveys and information given to us, and we have surveyed this property extensively.)

Ms. Leidal: Two questions. Double deep parking, does it count as one or two? (Sarah: Two.) And there is talk of potential private condo garages, what does that mean? Is that assigned parking? (Sarah: yes).

Mr. Gerard: Please explain your circulation pattern getting from Peak 8 to the Gondola. (Ms. Scott: Slide to help see. We created an accessible route within our site. The distance to the gondola is actually 400' from our site to the gondola, so not a long walk. We are doing a really good job of being super permeable through the property itself.

Mr. Lamb: Is it ADA compliant? (Yes.)

The hearing was opened for public comments.

Mr. Gerard: All day long we've been receiving comments. Please don't come up and read us your letter. We've already read it. Keep comment to 3 minutes or less and identify yourself for the record.

Lindsay Stapay, 21 County Rd. 451: I want to enhance our sense of community, heritage, and alpine environment. I'm very disappointed that not one of the applicants have responded to the concerns that this is a very large building. Many of the images in the documents are artist renderings only, not actual depictions. If you look at page 86 has actual drawings and you'll see the actual sight lines. There's not much to see beyond the buildings. Page 75 is also the drawings that claim a 47' distance between the buildings, which is the only measurement we're seeing. If you look at this page, it is really measuring the roof lines and not necessarily the buildings. I'd like us to really look at what those distances are. On page 87, I've blown it up for you. It is approximately 19 feet, which is a dramatic difference from 47 feet. I'd like to respectfully ask that the distance between these two buildings be specified before approval. We want to maintain a high quality design with respect to our natural environment and alpine views.

Jordan Vogel, Timberline Law, representing One Ski Hill Place HOA: To begin, the parking that has been

proposed, previously some 250 parking units had been passed on by the developer and Planning Commission. Now we are seeing more parking spots for a membership. This is a new use which hasn't been considered at all, which is a little concerning. We don't know what impacts from traffic we will see. Secondly, as it relates to the loading dock, we would like to see the three point turn loading dock removed. We have discussed covering the loading dock up, the current plan just has trellises and will be loud. It doesn't really resolve what we are talking about. We would like to see it covered or moved all the way underground. We would like to see a mini forest instead of just a few trees between the two properties. Loading dock, was moved 8', which doesn't seem like a lot. We think the homeowners at One Ski Hill Place deserve a better buffer as the current is inadequate. So parking, loading dock, and buffer between properties are the concerns.

Nancy Pierce, Owner at One Ski Hill Place: Just wanted to talk about the loading dock. It would be like putting the trash service in front of their house. This dramatically effects quality of life; it's trash. Curious about private club membership parking. We have 128 spaces at One Ski Hill Place. I own a 4 bedroom unit and do not have an assigned space. The idea of owning there is to use public transit. Also, who can join the club? Can anyone come and join this private club? I'm a little concerned and disappointed in the design, it looks modern. Right at the east edge, I look up two floors to Grand Lodge. But when you come down the mountain, One Ski Hill Place is not the predominant building. Very concerned about traffic, noise, and I can't even get into skier access. I don't know how we will get access to the gondola and back.

Public comment was closed.

Commissioner Questions / Comments:

- Mr. Giller: Well designed project, compliant with master plan, town code. We've been working on this for two years. Speaking to the immediate questions: 1. PMA Variance: Encourage staff to work closely with town engineer on that. 2. Formula for Club Membership Commercial: Chris' analysis and discussion on this were reasonable. Make sure parking is managed well. 3. Point Analysis: Supportive of final point analysis.
- Mr. Lamb: Working on this whole project (bases of Peaks 7 and 8) for 20 years. So many discussions on density, traffic, and architecture. Never going to please everyone but this is where our density belongs. Share the same concern as Mr. Giller with the water. 2. Support. 3. Agree with final point analysis.
- Mr. Schuman: 1. Support with caveats. 2. Support prorated formula. 3. Support final point analysis. This is a good project. We've looked at it many times, and to think this is the last building of the project. I still don't have confidence the view corridors are right.
- Mr. Moore: I'm looking at page 87 view corridors, and according to scale, everything is right, and it looks like maybe 20 feet. I don't get it. Anyway, that being said, the density does belong here. Our code allows it. So, going to the questions: 1. I support, it takes a long time for anything at this elevation to come back, and it has to be handled carefully. 2. Support. I always felt like the parking was designed to do this, and yeah, they did it. I do get why as a neighbor you would be concerned about that. The applicants could have been a little more up front on the club memberships earlier in this process. 3. Support point analysis.
- Mr. Schroder: This project had -28 points, but overcame all that because it meets the code at the end of the day. This project passed with positive +2 points. Ultimately I pass the project. 1. Support the variance. 2. Support. 3. Support.
- Ms. Leidal: Thank you for working with us and staff closely. Thank you for the public's patience and perseverance. 1. Support the PMA variance. 2. I don't support. I believe it is bad precedent to be selling memberships, I believe it is a parking garage. One of the primary goals of the master plan was to reduce parking and traffic on ski hill road and here we are bringing people up there for the memberships. I am concerned about the precedent with other hotels doing the same type of thing. 3. The project passes the point analysis. I support.
- Mr. Gerard: Thank you to the public for coming time and time again. Thank you to the developer for

listening to our issues and concerns. Chris has done a masterful job of documenting the process as we've gone through this. From the beginning, the view corridors were a major issue, and one of the things that has to be kept in mind here is One Ski Hill Place built itself up to within ten feet of its property line. These developers could have done the same. We're not any of us going to know exactly how it looks until it is done. The loading dock is the loading dock. The screening we are talking about is about the best you can do. Circulation is not an issue. 1. Support. 2. Private club is concerning, it is a different way of doing things. Chris came up with a legitimate method to calculate the true impact. 3. Support.

Mr. Giller made a motion to recommend approval the Peak 8 Hotel and PMA variance with attached point analysis and findings and conditions as submitted tonight, seconded by Mr. Schuman. The motion passed unanimously.

OTHER MATTERS:

1. Town Council Summary (Memo Only)
2. Class D Majors Q4 2019 (Memo Only)
3. Class C Subdivisions Q4 2019 (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 7:38 pm.

Steve Gerard, Chair



Memo

To: Breckenridge Town Council Members
From: Chris Kulick, AICP, Senior Planner
Date: 1/8/2020 (For January 14, 2019 Meeting)
Subject: Town Project: South Gondola Lot Public Parking Structure

The South Gondola Lot Public Parking Structure is being reviewed as a Town Project. All public noticing requirements for the approval of a Town Project have been fulfilled as required under the adopted Town Projects Ordinance amendment (by Council Bill No. 1, Series 2013).

The application is for the construction of a new public parking structure on the South Gondola Lot. The project will provide 717 parking spaces within the structure, plus 245 exterior surface parking spaces, bicycle parking and public restrooms. The proposed parking structure totals 249,984 sq. ft. and will provide 412 additional spaces beyond the South Gondola Lot's current capacity. The parcel is approximately 6.4 acres in size, with access from North Park Avenue and Watson Avenue.

The Planning Commission held a hearing on December 3rd in which the Planning Commission recommended the Town Council approve the project (with a vote of 7-0). There was no public comment. Detailed Planning Commission meeting minutes are included in the Town Council packet.

Attached to this memo is a complete staff report, substantially the same as presented to the Planning Commission and attachments including site plan and point analysis with a passing score of zero (0) points and the attached findings and conditions

If the Council agrees with the Planning Commission's recommendation after the public hearing in the evening meeting, a motion for approval is provided below.

I make a motion to approve South Gondola Lot Public Parking Structure, located at 80 North Park Avenue, PL-2019-0523, with a passing point analysis of zero (0) points, along with the attached Findings and Conditions.

Staff will be available at the meeting to answer any questions.

Town Council Town Project Staff Report

Subject: South Gondola Lot Public Parking Structure
(Town Project Hearing – PL-2019-0523)

Proposal: Construct a new public parking structure on the South Gondola Lot. The project will provide 717 parking spaces within the structure, plus 245 exterior surface parking spaces, bicycle parking and public restrooms. The proposed parking structure totals 249,984 sq. ft. and will provide 412 additional spaces beyond the South Gondola Lot’s current capacity.

Date: December 4, 2019 (For meeting of December 10, 2019)

Project Manager: Chris Kulick, AICP, Senior Planner

Applicant: Shannon Smith, Town Engineer, Town of Breckenridge

Owner: Vail Resorts (The Town of Breckenridge has a 50 year lease on the property with an option for two additional 10 year terms for the specific purpose of constructing a parking facility.)

Address: 80 North Park Avenue

Legal Description: Lots 1A, 1B, 1C, 3A, 3B, and 4, Sawmill Station Square Subdivision #3

Land Use District: 20: Lodging or Commercial 1:3 FAR (Special review)

Site Area: 6.43 acres (280,091 square feet)

Site Conditions: The site area slopes uphill from Watson Avenue to the southwest at an average grade of 3.5% and currently serves as an existing unpaved surface parking lot to the west of the Historic District. South Park Avenue is to the west of the site and the Blue River is to the east and sits approximately 15 feet below the property elevation. This pay parking lot primarily serves visitors.

Adjacent Uses: North: Breck Connect Gondola, Breckenridge Station
South: Breckenridge Town Hall, Breckenridge Professional Building, First Bank
East: Blue River, Sawmill Parking Lot
West: Park Avenue, Residential Condominiums

Density: Allowed 40 SFEs (Plus 93 SFEs available to the north and south gondola lots):
40,000 sq. ft. (40 SFEs)
Proposed density: 1,376 sq. ft. (1.376 SFEs)

Mass: Allowed: 40,000 sq. ft. (40 SFEs)
Proposed mass: 3,328 sq. ft. (3.328 SFEs)

F.A.R.: 1:13

Total of Parking Structure:

First Level	78,551 sq. ft.
Second Level:	77,175 sq. ft.
Third Level:	77,175 sq. ft.
Fourth Level:	36,810 sq. ft.
Total:	269,711 sq. ft.

Lot Coverage:

Building / non-Permeable:	74,315 sq. ft. (27% of site)
Hard Surface / non-Permeable:	120,830 sq. ft. (43% of site)
Heated Sidewalks and Drives:	30,270 sq. ft.
Surface Lots:	90,560 sq. ft.
Open Space / Permeable Area:	84,946 sq. ft. (30% of site)

Height:

Recommended: (Eastern half of site)	26'0" (2 stories to mean)
Proposed:	
Northern, East Façade Stair Tower:	36'6" (mean); 40'9" (overall)
Northern, East Façade Elevator Shaft:	44'3" (mean); 48' 7" (overall)
Recommended: (Western half of site)	38'0" (3 stories to mean)
Proposed:	
Middle, Northern Façade Stair Tower:	48'9" (mean); 51'3" (overall)
Middle, Northern Façade Elevator Shaft:	55'2" (mean); 58'9" (overall)
Parking Deck North:	41'0" (overall)
Parking Deck South:	34'7" (overall)
Parking Deck East:	30'8" (overall)
Parking Deck West:	39'8" (overall)

Parking:

Required (Per Ski Area Parking Agreement):	550 spaces
Proposed:	717 spaces (structure)
	245 spaces (surface)
Total:	962 spaces

Snowstack:

Required:	22,640 sq. ft. (25%)
Proposed:	7,350 sq. ft. (8%)

Setbacks:

Required:	
All Setbacks:	0 ft.
Proposed:	
Front (Watson and Park Ave.):	57 ft. Park / 292 ft. Watson
Sides (East and South):	89 ft. east/49 ft. south

Item Background

The Breckenridge Town Council has been looking to increase parking spaces in the downtown area. A design team lead by Walker Parking Consultants was selected to provide design services for the project earlier this year.

At the May 28, 2019 Town Council meeting, an Ordinance was approved that allows the Town to enter into a 50 year ground lease with the Ski Resort to use the South Gondola Lot for the development, construction and operation of a new parking facility, including a garage and a surface parking lot.

June 18, 2019, the South Gondola Parking Structure was brought to the Planning Commission as a worksession to discuss key design elements, including height and architecture for feedback.

Previously in 2017, the Town processed an application for a parking structure on the F lot/Tiger Dredge Lot. The Council ultimately decided not to proceed with the structure because the site, although the best of the Town owned properties, was not as preferable of a location as non-Town owned properties such as the South Gondola Lot.

At their December 3rd meeting, the Planning Commission reviewed and recommended approval of the Parking structure. Their detailed comments are documented in the meeting minutes.

Staff Comments

Land Use (Policies 2/A & 2/R): The property is currently used as a surface parking lot. The proposed use is acceptable under the Land Use District Guidelines (LUGs). The Planning Commission had no concerns.

Building Height (Policies 6/A & 6R): In Land Use District 20, building heights are recommended at 3-stories “*except along the Blue River or Watson Avenue where buildings in excess of two stories are discouraged*”. Per the Development Code, the first two stories are counted as 13-feet tall each and subsequent stories are counted at 12-feet tall each. Hence, a 2-story building has a height of 26 feet as measured from the mean (mid-point between ridge and eave) of the roof to the finished grade below. A 3-story building would have a height of 38 feet. In addition, the relative portion of this policy allows this height to be exceeded with negative points being incurred:

(2) *Outside The Historic District:*

a. *For all structures except single-family and duplex units outside the historic district: Negative points under this subsection shall be assessed based upon a project's relative compliance with the building height recommendations contained in the land use guidelines, as follows:*

-10 points	<i>Buildings that are more than one-half (1/2) story over the land use guidelines recommendation, but are no more than one story over the land use guidelines recommendation.</i>
I x (-1/+1)	<i>2. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Long, unbroken ridgelines, fifty feet (50') or longer, are discouraged.</i>

The height of a building as measured from any point from within a building’s foundation or around a building’s foundation perimeter to a point *directly below*. For commercial buildings, measurement is taken from points around the outside edge of the building’s perimeter to proposed grade and from within the

building's foundation perimeter to the established finished grade. We also note that in every case, building height is measured per the Development Code from the grade directly below, not by any U.S.G.S. elevation. Since this is a non-residential building with an elevator, its elevator shaft is allowed to "extend 10 feet over the specified maximum height" (Sec. 9-1-5).

The height of the tallest measured portion of the structure is 48'-9" to the mean roof height of the middle, northern façade's stair tower, best illustrated on sheet A-302 as measured from the mean to the finished grade below. This exceeds the building height recommended in the land use guidelines by more than one-half ($1/2$) story but less than one story. At the Town Project Hearing, the Planning Commission advised that since the elevation is past the mid-point of the lot and thus setback from the Historic District, the recommended height is three stories. Based on this direction, the Planning Commission awarded negative ten (-10) points under Policy 6/R.

As noted above, negative points may be awarded to buildings that have unbroken ridgelines exceeding 50'. In several locations, the project has unbroken ridgelines greater than 50', which warrants negative one (-1) point.

External Circulation (17/A & 17/R): The entrance and exit from Watson Avenue is anticipated to be the primary entrance to the parking structure. The entrance from North Park Avenue will serve as a secondary entrance for vehicles approaching from the south.

The Town Engineer has been working with a third party Traffic Engineer to meet the Colorado Department of Transportation (CDOT) requirements for access from Highway 9. CDOT is generally supportive of the design. Final CDOT approval has been added as a condition of approval.

Internal Circulation (16/A & 16/R): Pedestrian improvements include heated pedestrian paths connecting the parking structure/ surface parking and the Watson Avenue pedestrian crossing. Additionally, a heated pedestrian plaza area on the east side of the structure, adjacent to the Blue River is proposed. A heated pedestrian path from the parking structure/ surface parking also ties into the pedestrian way between the Breckenridge Professional Building and the Town Hall, providing access to Ski Hill Road and the Riverwalk pedestrian path. The parking structure is also easily accessed from the Skiway Skyway pedestrian tunnel. Overall the Commission found the plan to do an adequate job of separating pedestrian activity from motor vehicle traffic.

Architectural Compatibility (Policies 5/A & 5/R): The Commission was pleased with the overall architectural design. The design features many mining era design elements such as gable and shed roof forms, vertically oriented openings and a significant amount of natural materials.

Per the LUGs, "Contemporary architecture design compatible with the existing architecture of the surrounding neighborhood is preferred. However, some portions of this District could act as a buffer to the Historic District Guidelines should be applied in these instances." The parcel is adjacent to the River Park Corridor Transition Area. With this in mind, the designers incorporated several mining era design elements to act as a buffer from the Transition Area and boundary of the National Historic District.

The exterior materials of the building feature vertically oriented barn wood siding, corrugated corten steel and a stacked natural stone base. Although the east and west façades exceed the 25% threshold for non-natural materials, 27.7% and 45.5% respectively, neither have greater than 50% non-natural materials.

Policy 5/R states,

3 x (-2/+2)	A.	<p><i>General Architectural And Aesthetic Compatibility: <u>All proposed new developments, alterations, or additions are strongly encouraged to be architecturally compatible with the general design criteria specified in the land use guidelines.</u> It is strongly encouraged that cut and fill slopes be kept to a minimum, and that the site, when viewed from adjacent properties, be integrated into its natural surroundings as much as possible. In addition, excessive similarity or dissimilarity to other structures existing, or for which a permit has been issued, or to any other structure included in the same permit application, facing upon the same or intersecting streets within the same or adjacent land use districts is discouraged. This subsection A only applies to areas outside of the historic district.</i></p>
-------------	----	--

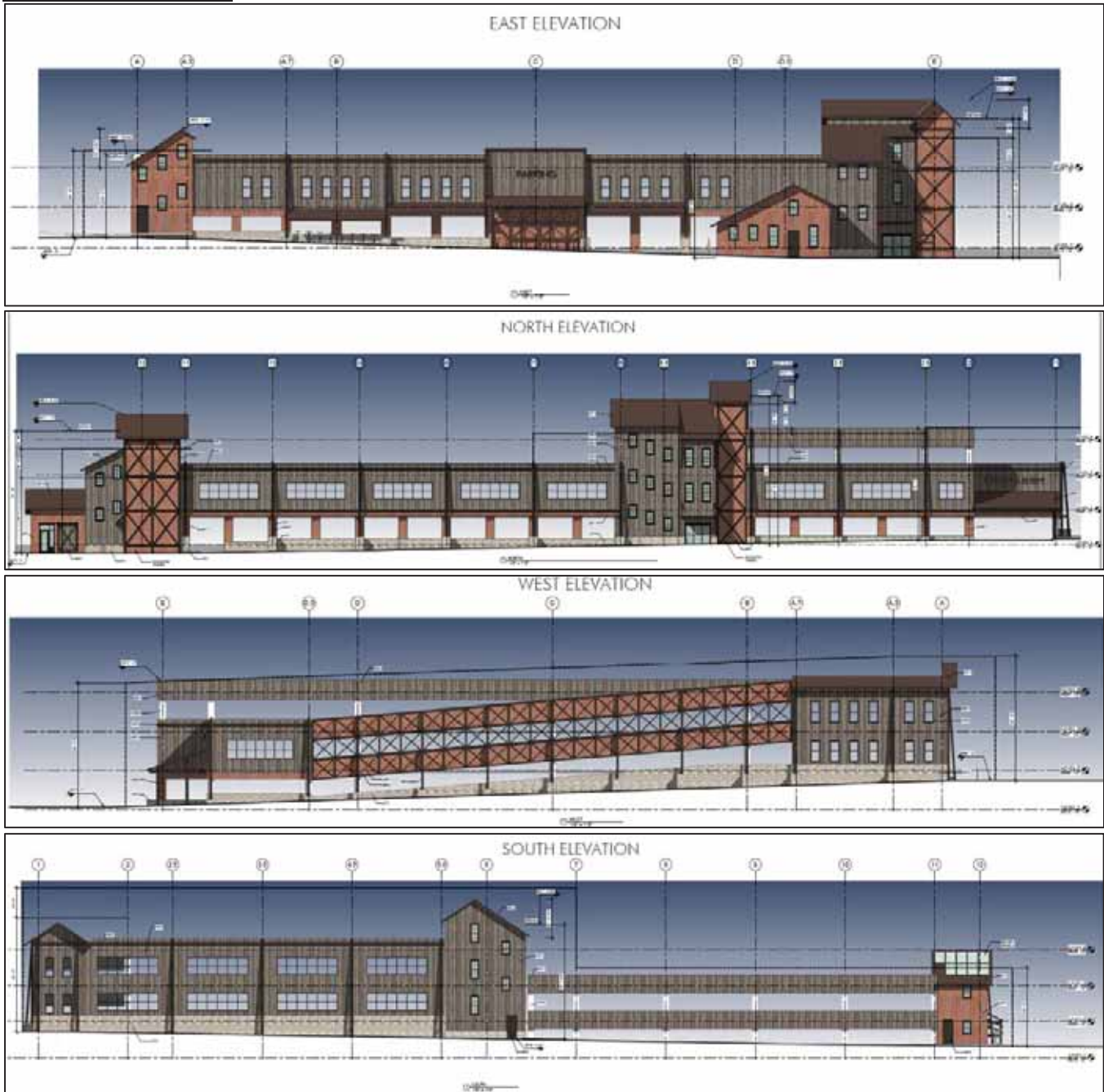
Past Precedent

1. Stephen C West Ice Arena Additions and Alterations, PL-2018-0608. Use of metal in excess of 25% on multiple facades. Negative three (-3) points were awarded.
2. Village Hotel Exterior Remodel, PI-2018-0482. The percentage of non-natural materials exceeds 25%, but is less than 75% on all facades.
3. Town Parking Structure, PL-2017-0607. The percentage of non-natural materials exceeds 50%, on all facades.
4. Breckenridge Second Water Treatment Plant, PL-2016-0112. 100% of the material finishes are non-natural.
5. Hastings Residence, PC#2008002. Use of rusted corrugated metal in excess of 25% on multiple facades. Zero (0) points were awarded.
6. Breckenridge Arts District Town Project, No PC#. Use of rusted corrugated metal in excess of 25% on multiple facades, Use of corrugated metal was deemed appropriate under Priority Design Standard 125 on structures designed to resemble outbuildings. Zero (0) points were awarded.



Overall, the Commission was pleased the design team incorporated some compatible historic elements into the structure. Two Commissioners expressed concern over the cross bracing details on the west elevation which they thought drew attention to the structures access ramps. Since the east and western façades exceed the 25% threshold for non-natural materials, but none have greater than 50%, the Commission recommended negative three (-3) points under Policy 5/R.

Building Renderings



Site And Environmental Design (7/A &7/R): The existing site is undeveloped with no existing vegetation, utilized as a large parking lot. Due to the absence of vegetation, there are no significant natural features to preserve.

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

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

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

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

The proposed design shows the parking structure significantly setback from the property lines with distances ranging from 49’ – 292’. Additionally, the site has a robust landscaping plan that features 121 deciduous and 47 coniferous trees that buffer the project well as viewed from adjacent right of ways and properties. One Commissioner expressed concern about the proximity and size of the structure as viewed from North Park Avenue.

Density/Intensity (3/A & 3/R): The site has 40 SFEs of allowed density (40,000 sq. ft. for commercial uses). The only density proposed is attributed to the enclosed lobby/restrooms totaling 1,376 sq. ft. The Commission had no concerns.

Mass (4/A & 4/R): The site has 40,000 sq. ft. of mass for commercial uses. Since all of the parking levels are not fully enclosed, they are not treated as mass which is consistent with past precedent including the Second Renewal of the Gondola Lots Master Plan (PL-PL-2009-003 & 2016-003), 320 N. Park Avenue, the Stables Parking Lot (PL-20160138), 1700 Ski Hill Road, and the Breckenridge Parking Structure (PL-2017-0607), 150 W. Adams Avenue. With the majority of the structure being open, the only mass onsite is attributed to the lobby/restrooms and boiler room totaling 3,328 sq. ft. The Commission had no concerns.

Recreation Facilities and Open Space (20/R & 21/R): 30% of the site (84,946 sq. ft.) qualifies as open space which exceeds the required 15% for non-residential projects. The Commission had no concerns.

The western portion of the site will feature a pedestrian plaza and a separated, heated pedestrian connection between Watson Avenue and the pedestrian way between the Breckenridge Professional Building and Town Hall. This plan will enhance the north/ south pedestrian connection through Town. This project will also add benches and seating area near the river. A covered open air bike storage area is located on the southeastern corner of the structure along the pedestrian path.

Per past precedent, positive points have been awarded for the following projects under Policy 20/R, Recreation Facilities:

- Breckenridge Parking Structure, PL-2017-0607, 150 W. Adams Avenue (+3 points) for additional pedestrian/bike path near the river and covered public bike storage attached to the parking structure.
- Grand Colorado Peak 8 Building 3 Employee Housing Change, 1595 Ski Hill Road, (+3 points) for providing public pedestrian access easement between the Peak 8 base area and Ski Hill Road.

- Pilon Residence, PL-2017-101, 206 Stilson Placer Terrace (+3 points) for the dedication of a public trail easement.
- Denison Placer Phase 1, PL-2017-014, 107 Denison Placer Road, (+3 points) for the addition of a 10' asphalt recreation path.
- Kingdome Park Playground, PL-2016-050, 880 Airport Road, (+3 points) for the construction of a new playground at the Recreation Center.

The Commission recommended positive three (+3) points under Policy 20/R for the addition of a new public pedestrian connection and covered bike storage.

Energy Conservation (33/R): The entire uncovered parking deck, the plaza area and pedestrian paths are proposed to be heated. Under Policy 33/R (F)(1)(a) *Zero Points, For public safety concerns on public or private property such as high pedestrian traffic areas...* the Commission acknowledged that this will be a high traffic pedestrian area from visitors and residents. This exemption has been used for public sidewalks, the existing transit center at Watson Avenue, and at the ski base areas. As such, the Commission recommended that this code provision apply to this high pedestrian traffic area as well. Therefore, the Commission did not recommend any negative points under this policy.

Infrastructure (26/A & 26/R):

4 x (-B. 2/+2)	Capital Improvements: The implementation of capital improvement needs listed in the land use guidelines or town's capital improvements five (5) year program is encouraged; while any action to impede the implementation of any of these items is discouraged. (Ord. 19, Series 1988)
----------------	--

The Town's current capital improvement program specifically identifies the need for a new parking structure. The Commission suggested positive eight (+8) points under this policy for the proposed improvements.

The Tiger Dredge Parking Structure (not constructed) is the most recent project which received positive eight (+8) points under this policy. Projects that have received positive eight (+8) and positive four (+4) points are:

- 2018- (+8) Breckenridge Parking Structure on F-Lot
- 2017- (+8) Second Water Treatment Plant- New water treatment facility, support buildings and pump station.
- 2015 – (+4) Pinewood Village 2 - Sidewalk is proposed to be added along the west side of Airport Road.
- 2014 – (+4) Breckenridge Mountain Lodge Redevelopment (Final) - Providing an additional turn lane in the Ridge Street right of way as it meets Main Street.
- 2013 – (+4) Pence Miller Village - Providing public sidewalk and Street Lights for Town.

As this proposal is of a large magnitude relative to the Town's overall infrastructure, the Commission recommended awarding positive eight (+8) points, similarly to the Tiger Dredge and F-Lot Parking Structures.

Social Community (24/A & 24/R):

3 (0/+2)	x B. Community Needs: Developments which address specific needs of the community which have been identified in the yearly goals and objectives reports within the three (3) year period preceding the date of the application are encouraged. Positive points shall be awarded under
----------	--

	this subsection only for development activities which occur on the applicant's property. (Ord. 1, Series 2014)
--	--

The 2017 Council Goals include:

GOAL: Develop a three year plan for the design and construction of 750 incremental parking spaces-between the Ice Rink and in core lots.

For a project offering this much public benefit and a scope this large, the Commission recommended positive six (+6) points under this policy.

Council Goals that have received positive six (+6) points in the recent past:

2018- Breckenridge Parking Structure on F-Lot

2017- Second Water Treatment Plant

2014 - Pinewood Village 2

2012 - Harris Street Community Building Restoration, Rehabilitation, Addition and Landmarking

2011 - McCain Solar Garden

Parking (18/A & 18/R): The project will provide 717 parking spaces within the structure, plus 245 exterior surface parking spaces and bicycle parking. This is 412 additional spaces beyond the South Gondola Lot's current capacity.

This policy states, *(1) Public View: The placement and screening of all off street parking areas from public view is encouraged.* Past precedent includes the Breckenridge Parking Structure (PL-2017-0607) and Gondola Lot Master Plan (PL-2009-010 & PL-2016-003-second renewal) in which two parking structures held 1,270 vehicles (535 in a south structure and 735 in a north structure), and which exceeded the current capacity of the two surface skier parking lots, received positive four (+4) points. Recently the off street parking code was revised to allow a maximum of two (+2) positive points for this provision. Based on past precedent, the Commission recommended awarding the new maximum of positive two (+2) points for providing 717 public parking spaces screened in a structure.

Landscaping (22/A & 22/R): The parking structure has landscaping on all four sides with the majority of landscaping along S. Park Avenue and the Blue River. This will assist in screening the structure from the rights of way and a major pedestrian thoroughfare. The South Gondola Lot has no existing landscape areas. There is no proposed internal landscaping areas within the proposed surface lot. Policy 22/A requires *"not less than six percent (6%) of the interior area of a parking lot shall be landscaped"*. Previously in 2017 and 1997, a waiver was granted from this requirement for two other Town parking projects, the Breckenridge Parking Structure and F Lot. Per Town Code Section 9-14-2 *Town Council Authority Over Town Projects*, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapter 1 of the Breckenridge Development Code and Breckenridge land use guidelines do not apply to town projects. As such, the Commission found, based on previous precedent, the same waiver should be granted to this project due to the impressive quantity of landscaping surrounding the project.

The following landscaping is proposed on site:

Deciduous Trees

- 41 @ 1 ½" caliper Aspen
- 25 @ 2"-3" caliper Aspen
- 33 @ 2" caliper Chokecherry

- 22 @ 3” caliper Cottonwood
- Total: **121 Deciduous Trees**

Evergreen Trees

- 12 @ 12’ tall Colorado Spruce
 - 8 @ 8’ tall Engelmann Spruce
 - 27@ 6’ tall Bristlecone Pine
- Total: **47 Evergreen Trees**

Because the proposed landscaping provides a public benefit to the area, including utilizing a water conserving irrigation system, and will provide above average screening from public rights of way with 168 trees, the Commission recommended the allocation of positive four (+4) points. Past precedent for positive four (+4) points under Policy 22/R includes:

1. The Breckenridge Parking Structure, (PL-2017-0607), 150 West Adams Avenue for 153 trees
2. River Park (PL-2018-0012), 470 Flora Dora Drive for 66 trees
3. The Ploss Residence (PL-2017-0153), 305 N. French Street for 24 large trees
4. The Browne Residence (PL-2017-0083), 188 Peerless Drive for 76 large trees.

At the request of the Commission condition number 4. was added, “*the applicant shall submit an Irrigation system design that utilizes drip irrigation or a similar low flow system that complies with Policy 22R*”. This condition was requested since the project was getting positive points under this policy which requires water conservation measures in order to be eligible for positive points.

Landscape Renderings



Snow Removal and Storage (13/A & 13/R): A snow storage area that represents 8% of the area of the surface parking lot is programmed on the northeastern corner of the site. This is below the recommended 25% of non-heated surface area and therefore, the Commission supported negative four (-4) points under Policy 13/R. As this property is under a long-term lease by the Town, should there be any need to remove snow, the Public Works Department will remove the snow to Town-owned overflow snow storage areas on the periphery of Town. Overall, the snow storage design is improved over the existing conditions as the snowmelt will no longer directly discharge into the Blue River. Per Policy 13/A, snow storage “*shall be designed so that snow is not stored in a manner where, when melting, it directly discharges into the Blue River or other public drainageways, or in any way conflicts with the provisions of the Town's water quality and sediment control regulations*”.

Refuse (15/A & 15/R): There will be Town maintained trash and recycling receptacles surrounding the structure, including separate dog waste receptacles. The Commission had no concerns.

Exterior Lighting: The open air exterior areas (top level and part of the third level) of the parking structure, surface lot and pedestrian areas will be designed to be lit per code, including fixture types. During the review of this application, staff has been working with the design team to ensure these guidelines will be met for the project.

Bistro Lights



The project is proposing the use of fully cut-off and shielded bistro lights in the pedestrian plaza area and over the pedestrian walkway between the pedestrian plaza and Town Hall/ Breckenridge Professional Building passage. The use of the bistro lights in this project is proposed to create an inviting “bread crumb trail” between the structure and downtown. The use of bistro lights is not permitted within Lighting Zone 2, where this project is located. Within Lighting Zone 1, the only zone which permits bistro lights, bistro lights are only permitted at outdoor dining/bar areas from May 1 through October 31. Since bistro lights are not permitted by Code staff requested the Commission to express whether they consider this application of bistro lights be acceptable for this Town project. At the Hearing, five Commissioners did not support the proposed bistro lights based on Town lighting policy. However the Town Council is not bound by this recommendation. Per Town Code Section 9-14-2 *Town Council Authority Over Town Projects*, the Town Council, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapter 1 of the Breckenridge Development Code and Breckenridge land use guidelines do not apply to town projects. As such, the Town Council may be able to approve the proposed bistro lights despite not being permitted by Code. The majority of Planning Commission did not support the use of bistro lights as it does not comply with code however, they understand tha the Council could implement the bistro lighting as serving a public purpose of wayfinding (see meeting minutes for more detailed discussion). Does the Council support the proposed bistro lighting?

Drainage (27/A & 27/R): The Town Engineering Department is acting as the applicant for this project and has worked extensively with the design team to ensure optimal drainage is achieved. The Commission was supportive of the proposed drainage design.

Signs (12/A): Signage will be under a separate Town Project application, which will be a part of a Town-wide wayfinding project intended for public parking.

Point Analysis (Section: 9-1-17-3): The Commission acknowledged that this is a large utilitarian structure intended for the sole purpose of providing visitors, employees and residents of the Town a much needed place to park in Town. The Commission found that this application met all Absolute policies, with exception of the proposed bistro lighting and interior parking lot landscaping requirement. The

Commission recommends negative eighteen points (-18) and positive twenty three (+23) points, which results in a positive five (+5) points total.

Negative Points (-18)

- Policy 5/R Architectural Compatibility: Negative three (-3) points for non-natural materials exceeding 25%, but less than 50% on a façade.
- Policy 6/R Building Height: Negative ten (-10) points for exceeding the building height recommended in the land use guidelines by more than one-half ($1/2$) story but less than one (1) story.
- Policy 6/R Building Height: Negative one (-1) point for an unbroken ridgeline exceeding 50’.
- Policy 13/R: Negative four (-4) points for not providing 25% functional snow storage for all non-heated hard surface areas.

Positive Points (+23)

- Policy 18/R Parking: Positive two (+2) points, the project provides 717 public parking spaces screened in a structure.
- Policy 20/R Recreation: Positive three (+3) points, the project provides a new public pedestrian connection and covered bike storage.
- Policy 22/R: Positive four (+4) points, for an above average landscaping plan.
- Policy 24/R Social Community: Positive six (+6) points, the project addresses a specific need of the community which was identified in a yearly goals and objectives report.
- Policy 26/R Infrastructure: Positive eight (+8) points, due to the magnitude of this public project.

Town Council Questions

The design team has worked closely with Staff to bring this Town Project into general compliance with the Development Code. Based on the Commission’s recommendations, we have the following questions for the Council:

1. Does the Council support for the use of the proposed bistro lighting pursuant to Town Code Section 9-14-2?
2. Does Council have any other comments in regard to the project?

Planning Commission Recommendation

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission was asked to identify any concerns with this project’s recommended point analysis listed directly above, and any other code issues or general concerns with the proposed project. The Commission was then asked to make a recommendation to the Town Council.

The Planning Commission recommended that the Town Council approve the South Gondola Lot Parking Structure to the Town Council, PL-2019-0523, located at 80 N. Park Avenue with the attached Point Analysis and Findings and Conditions.

Town Project Hearing Impact Analysis				
Project:	South Gondola Lot Public Parking Structure	Positive Points	+23	
PL:	2019-0523			
Date:	12/6/2019	Negative Points	- 18	
Staff:	Chris Kulick, AICP, Senior Planner			
		Total Allocation:	+5	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		Surface parking is an existing use and allowed use on the property
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		Under density: (1,376 sq. ft. proposed)
4/R	Mass	5x (-2>-20)		Under mass: (3,328 sq. ft. proposed)
5/A	Architectural Compatibility	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	- 3	Non-natural material greater than 25% but less than 50%.
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)	- 10	Above 1/2 story but under 1 story over recommended 2 story & 3 story LUGs
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex/Multi-family Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	Unbroken ridge over 50 feet in length
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		Project does not increase site disturbance.
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		Project is well screened from neighboring properties and rights of way.
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		Exceeds all recommended setbacks.
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		Zero setback required for commercial structures
12/A	Signs	Complies		To be reviewed under separate permit.
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)	- 4	Only 8% of hard surface area is provided for in snow stacking.
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		Project features several Town maintained waste and recycling receptacles.
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		Overall the plan does an adequate job of separating pedestrian activity from motor vehicle traffic
16/R	Internal Circulation / Accessibility	3x(-2/+2)		

16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		The site is well served by an existing network of public streets including South Park Avenue (State Highway 9) and Watson Avenue.
18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)	+2	Majority of parking in structure
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+3	Additional public pedestrian/bike path to the river and covered public bike storage.
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		Interior surface parking requirement previously waived by Town Council.
22/R	Landscaping	2x(-1/+3)	+4	121 deciduous trees and 47 evergreen trees above average sizes
24/A	Social Community	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)	0	Meets policy exemption
24/R	Social Community - Community Need	3x(0/+2)	+6	Meets 2017 Council Goal
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Primary Structures - Historic Preservation/Restoration - Benefit	+1/3/6/9/12		
24/R	Social Community - Secondary Structures - Historic Preservation/Restoration - Benefit	+1/2/3		
24/R	Social Community - Moving Primary Structures	-3/10/15		
24/R	Social Community - Moving Secondary Structures	-3/10/15		
24/R	Social Community - Changing Orientation Primary Structures	-10		
24/R	Social Community - Changing Orientation Secondary Structures	-2		
24/R	Social Community - Returning Structures To Their Historic Location	+2 or +5		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)	+8	In Capital Improvements Plan 2017 and 2018
27/A	Drainage	Complies		Preliminary drainage plan approved by Engineering.
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation			
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		

33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)	0	Waived due to major public thoroughfare per subsection (F)
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Special Areas - Community Entrance	4x(-2/0)		
37/R	Special Areas - Individual Sites	3x(-2/+2)		
37/R	Special Areas - Blue River	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Special Areas - Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
38.5/A	Home Childcare Businesses	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		Bistro Lights do not comply but found to serve a public good by Town Council
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		
50/A	Wireless Communications Facilities	Complies		

TOWN OF BRECKENRIDGE

**South Gondola Public Parking Structure
Lots 1A, 1B, 1C, 3A, 3B, and 4,
Sawmill Station Square Subdivision #3
80 North Park Avenue
PL-2019-0523**

FINDINGS

1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project at a worksession on June 18, 2019. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on December 3, 2019, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4(2) of the Breckenridge Town Code. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on December 10, 2019. This Town Project was listed on the Town Council’s agenda for the December 10, 2019 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.
7. Per Town Code Section 9-14-2 *Town Council Authority Over Town Projects*, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapter 1 of the Breckenridge Development Code and Breckenridge land use guidelines do not apply to town projects. As such, the Town Council finds and determines that the bistro lighting, as defined in Town Code Section 9-12-7 and regulated per Town Code Section 9-12-11, located at the pedestrian plaza and walkway provide service for a public good, assisting in pedestrian wayfinding from a large public parking structure to the commercial core of Town.

8. Per Town Code Section 9-14-2 *Town Council Authority Over Town Projects*, the Town Council has the authority, in its sole discretion, has the sole and final authority to determine all aspects of the town project, including but not limited to, its location and design. Chapter 1 of the Breckenridge Development Code and Breckenridge land use guidelines do not apply to town projects. As such, the Town Council finds and determines that the requirement of *not less than six percent (6%) of the interior area of a parking lot shall be landscaped*, as regulated per Town Code Section 9-1-19-22A (8), interferes with the operation and maintenance of the surface lot on the north half of the site and that the plan provides sufficient perimeter landscaping to mitigate the absence of interior landscaping.

CONDITIONS

PRIOR TO ISSUANCE OF BUILDING PERMIT

1. Applicant shall submit and receive approval for a final drainage plan by the Town Engineer.
2. The applicant shall submit final Colorado Department of Transportation (CDOT) approval of the project including the final traffic study by a registered Colorado Professional Engineer.
3. The applicant shall submit and receive Planning Department approval of a final photometric plan and light fixtures which meet the Town Exterior Lighting Chapter, with the exception of bistro lighting per Finding #7.
4. The applicant shall submit an Irrigation system design that utilizes drip irrigation or a similar low flow system that complies with Policy 22R.

TOWN OF BRECKENRIDGE PARKING STRUCTURE

80 NORTH PARK AVE
BRECKENRIDGE, COLORADO

PROJECT NO: 23-7708.02



5350 S. Roslyn Street, Suite 220
Greenwood Village CO 80111
303.694.6622 Ph
www.walkerconsultants.com



SITE LOCATION MAP

SHEET INDEX

GENERAL	
G-000	COVER SHEET
CIVIL	
C-101	LEGEND AND ABBREVIATIONS
C-200	FINAL GRADING PLAN
C-201	FINAL GRADING PLAN
C-202	FINAL GRADING PLAN
C-203	FINAL GRADING PLAN
C-500	CIVIL DETAILS
LANDSCAPE	
L-100	LANDSCAPE NOTES
L-200	LANDSCAPE PLAN
L-201	HARDSCAPE PLAN
L-300	LANDSCAPE DETAILS
L-301	LANDSCAPE DETAILS
ARCHITECTURAL GRAPHICS	
AG100	ARCHITECTURAL SITE PLAN
ARCHITECTURAL	
A-101	FIRST FLOOR PLAN
A-102	ROOF PLAN
A-201	BUILDING SECTIONS
A-301	EAST ELEVATION
A-302	NORTH ELEVATION
A-303	WEST ELEVATION
A-304	SOUTH ELEVATION
A-401	CORE 1 SECTIONS
A-403	CORE 1 SECTIONS
A-404	CORE 2 SECTIONS
LIGHTING	
EL100	SITE PLAN PHOTOMETRICS PLAN
EL101	GROUND TIER PHOTOMETRICS PLAN
EL102	TYPICAL TIER PHOTOMETRICS PLAN
EL103	TOP TIER PHOTOMETRICS PLAN



DESIGN DEVELOPMENT
NOVEMBER 22, 2019

PRELIMINARY

THIS DRAWING HAS NOT BEEN APPROVED BY GOVERNING AGENCIES AND IS SUBJECT TO CHANGE

EXPIRATION DATE
 DATE SEALED
 LUKE R. MYERS CIVIL
 FOR LICENSE NO. 44363

OWNERS AND/OR SUB'S LOGO

JFS&A
 J.F. SATO AND ASSOCIATES
 Engineering, Environmental, and
 Program Management Services
 1878 South Robb Street
 Littleton, Colorado 80120
 Phone 303.791.8700
 Fax 303.791.1167

TOWN OF
 BRECKENRIDGE
 PARKING STRUCTURE
 BRECKENRIDGE, COLORADO

MARK	DATE	DESCRIPTION
2	11/22/19	DESIGN DEVELOPMENT
1	7/12/19	SCHEMATIC DESIGN

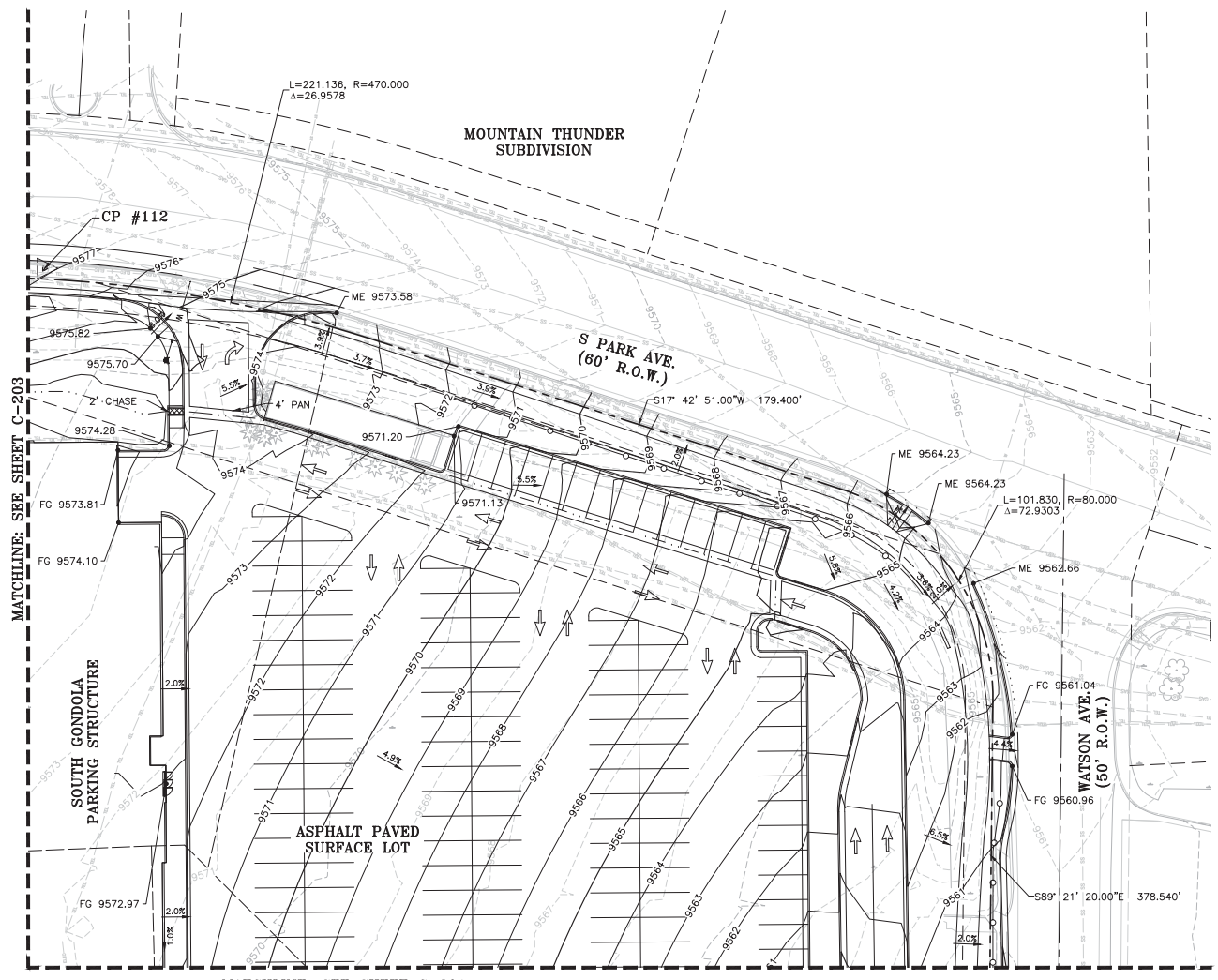
ISSUE: DESIGN DEVELOPMENT
 PROJECT NO: 2370492
 DRAWN BY: LCT
 CHECKED BY: USM

COPYRIGHT © 2019. ALL RIGHTS RESERVED.
 NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.

SHEET TITLE
FINAL GRADING PLAN

C-200

PRELIMINARY - DO NOT USE FOR CONSTRUCTION



MATCHLINE: SEE SHEET C-201

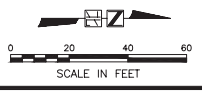
MATCHLINE: SEE SHEET C-203

CONTROL POINT TABLE

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1601857.55	2845685.71	9555.04	1075 / OMON IN BOX
112	1601492.14	2845045.59	9578.15	1075 / PK
5	1601244.83	2845061.71	9583.14	106 GNSS

BASIS OF BEARING:
 RECOVERED ALUMINUM CAP ILLEGIBLE IN RANGE BOX CP-2 AT INTERSECTION OF PARK AVE. AND FRENCH STREET. FROM WHICH BEARS S 30°31'52" E A DISTANCE OF 1055.10 FEET TO A RECOVERED ALUMINUM CAP ILLEGIBLE IN RANGE BOX CP-1, 169.72 FEET WESTERLY OF CENTERLINE INTERSECTION OF MAIN STREET AND WATSON AVENUE.

BENCHMARK:
 RECOVERED 3IN. BRASS CAP SET IN BUILDING WALL STAMPED M 299 1951, AT BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER BUILDING, LINCOLN AVE. AND HARRIS ST. SET VERTICALLY IN THE EAST WALL OF THE SAID BUILDING; 2.7 FEET ABOVE THE GROUND; 25.6 FEET NORTH OF THE NORTH EDGE OF THE MOST NORTHERLY ONE OF TWO ENTRANCES; 1 FOOT SOUTH OF THE NORTHEAST CORNER OF THE BUILDING. ELEVATION 9607.78 USED NAVD 88 DATUM. PREVIOUS SURVEY DATUM BASED ON NAVD 29 ELEVATION OF 9601.95. NOTE: DIFFERENCE IS 5.83 FEET.



FILE: C:\p\2019\Projects\811\811.dwg
 DATE: 7/12/2019
 DRAWN BY: USM
 CHECKED BY: LCT
 PLOT SCALE: AS SHOWN
 JUST UNLESS OTHERWISE NOTED



4904 Eisenhower Blvd, Suite 150
 Tampa, FL 33634
 813.888.5800 Ph
 www.walkerconsultants.com

Walker Consultants, Inc.
 Firm Certificate of Authority Number: XXXXXX

PRELIMINARY

THIS DRAWING HAS NOT BEEN APPROVED BY GOVERNING AGENCIES AND IS SUBJECT TO CHANGE

EXPIRATION DATE
 DATE SEALED
 LUKE R. MYERS CIVIL
 (FOR LICENSE NO. 44363)
 OWNERS AND/OR SUB'S LOGO



J.F. SATO AND ASSOCIATES
 Engineering, Environmental, and
 Program Management Services
 2676 South Robb Street
 Littleton, Colorado 80120
 Phone 303.791.8700
 Fax 303.791.1167

TOWN OF
 BRECKENRIDGE
 PARKING STRUCTURE
 BRECKENRIDGE, COLORADO

MARK	DATE	DESCRIPTION	ISSUE
2	11/22/19	DESIGN DEVELOPMENT	
1	7/12/19	SCHEMATIC DESIGN	

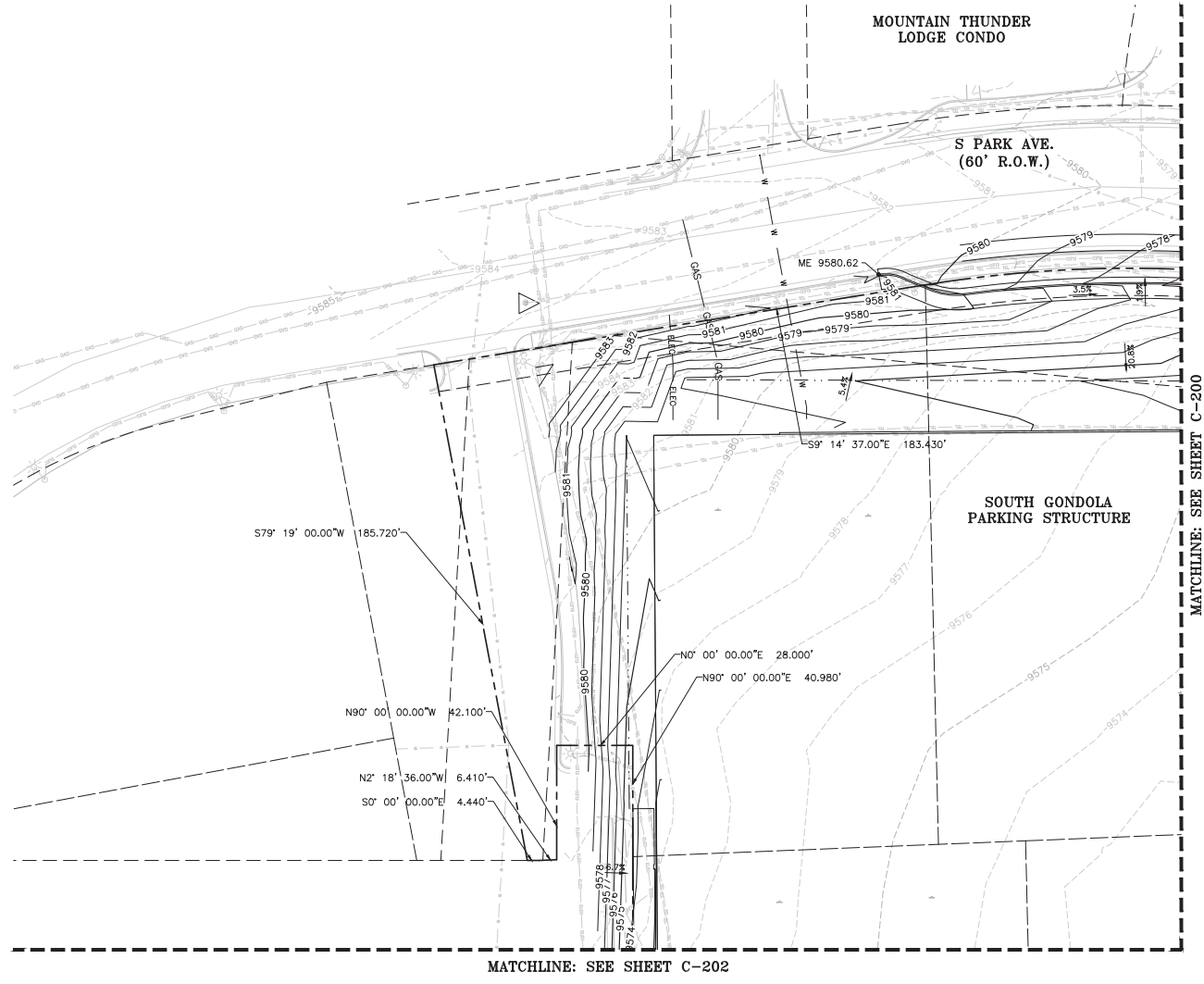
ISSUE: DESIGN DEVELOPMENT
 PROJECT NO: 23-70462
 DRAWN BY: LCT
 CHECKED BY: USM

COPYRIGHT © 2019. ALL RIGHTS RESERVED.
 NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.

SHEET TITLE
FINAL GRADING PLAN

C-203

PRELIMINARY - DO NOT USE FOR CONSTRUCTION



MATCHLINE: SEE SHEET C-202

MATCHLINE: SEE SHEET C-200

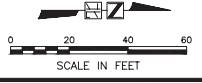
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1601857.55	2845685.71	9555.04	1075 / OMON IN BOX
112	1601492.14	2845045.59	9578.15	1075 / PK
5	1601244.83	2845061.71	9583.14	106 GNSS

BASIS OF BEARING:

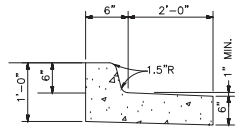
RECOVERED ALUMINUM CAP ILLEGIBLE IN RANGE BOX CP-2 AT INTERSECTION OF PARK AVE. AND FRENCH STREET, FROM WHICH BEARS S 30°31'52" E A DISTANCE OF 1055.10 FEET TO A RECOVERED ALUMINUM CAP ILLEGIBLE IN RANGE BOX CP-1, 169.72 FEET WESTERLY OF CENTERLINE INTERSECTION OF MAIN STREET AND WATSON AVENUE.

BENCHMARK:

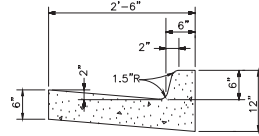
RECOVERED 3IN. BRASS CAP SET IN BUILDING WALL STAMPED M 299 1951, AT BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER BUILDING, LINCOLN AVE. AND HARRIS ST. SET VERTICALLY IN THE EAST WALL OF THE SAID BUILDING; 2.7 FEET ABOVE THE GROUND; 25.6 FEET NORTH OF THE NORTH EDGE OF THE MOST NORTHERLY ONE OF TWO ENTRANCES, 1 FOOT SOUTH OF THE NORTHEAST CORNER OF THE BUILDING. ELEVATION 9607.78 USED NAVD 88 DATUM. PREVIOUS SURVEY DATUM BASED ON NGVD 29 ELEVATION OF 9601.95. NOTE: DIFFERENCE IS 5.83 FEET.



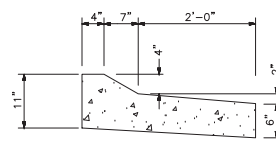
FILE: C:\p10\20_Parkings\811\88_Breckenridge_Parking_Structure\Drawings\Grading\Final\1905_Grading_Plan.dwg
 DATE: 7/12/2019 11:00 AM DRAWN BY: LCT PLOT NO.: 23-70462 NOT SCALE AS SHOWN
 JUST UPDATED BY NUMBER



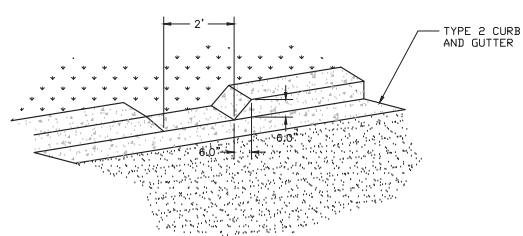
1 TYPE 1 CURB & GUTTER (SPILL)
C-500 N.T.S.



2 TYPE 2 CURB & GUTTER (CATCH)
C-500 N.T.S.



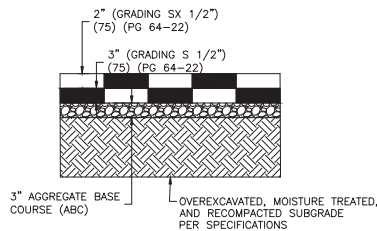
3 TYPE 3 CURB & GUTTER (MOUNTABLE)
C-500 N.T.S.



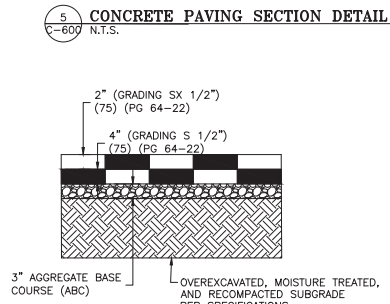
NOTE:

1. THE CUTOFF WALL SHALL EXTEND 2' MINIMUM BEYOND THE OUTSIDE EDGES OF THE OPENINGS.

4 TYPICAL 2' CURB OPENING
C-500 N.T.S.



PARKING AREA PAVEMENT

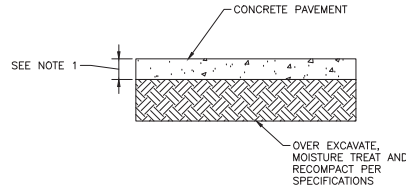


DRIVE LANE AREA PAVEMENT

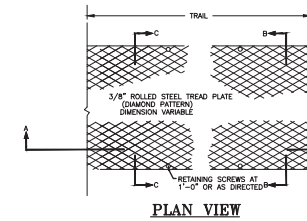
NOTE:

1. CONCRETE THICKNESS: MIN. 4.5" FOR WALKS AND PARKING SPACES; MIN. 5.0" FOR DRIVE LANES; MIN. 6.0" FOR ENTRANCE/BUS LANE
2. SEE MECHANICAL PLANS FOR SNOW MELT SIDEWALK DETAILS.
3. COMPACT SUBGRADE PER SPECIFICATIONS.

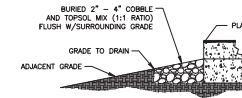
5 CONCRETE PAVING SECTION DETAIL
N.T.S.



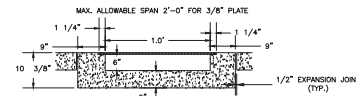
7 ASHPHALT PAVEMENT SECTION DETAIL
C-600 N.T.S.



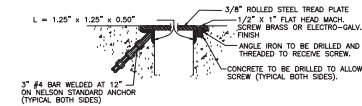
PLAN VIEW



SECTION A-A



SECTION B-B



SECTION C-C

8 CHASE DRAIN DETAIL
C-600 N.T.S.

BASIS OF BEARING:

RECOVERED ALUMINUM CAP ILLEGIBLE IN RANGE BOX CP-2 AT INTERSECTION OF PARK AVE. AND FRENCH STREET, FROM WHICH BEARS S 30°31'52" E A DISTANCE OF 1055.10 FEET TO A RECOVERED ALUMINUM CAP ILLEGIBLE IN RANGE BOX CP-1, 169.72 FEET WESTERLY OF CENTERLINE INTERSECTION OF MAIN STREET AND WATSON AVENUE.

BENCHMARK:

RECOVERED 3IN. BRASS CAP SET IN BUILDING WALL STAMPED M 299 1951, AT BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER BUILDING, LINCOLN AVE. AND HARRIS ST. SET VERTICALLY IN THE EAST WALL OF THE SAID BUILDING; 2.7 FEET ABOVE THE GROUND, 25.6 FEET NORTH OF THE NORTH EDGE OF THE MOST NORTHERLY ONE OF TWO ENTRANCES, 1 FOOT SOUTH OF THE NORTHEAST CORNER OF THE BUILDING. ELEVATION 9607.78 USED NAVD 88 DATUM. PREVIOUS SURVEY DATUM BASED ON NGVD 29 ELEVATION OF 9601.95. NOTE: DIFFERENCE IS 5.83 FEET.



4804 Eisenhower Blvd, Suite 150
Tampa, FL 33634
813.888.5800 Ph
www.walkerconsultants.com

Walker Consultants, Inc.
Firm Certificate of Authority Number: XXXXXX.

PRELIMINARY

THIS DRAWING HAS NOT BEEN APPROVED BY GOVERNING AGENCIES AND IS SUBJECT TO CHANGE

EXPIRATION DATE
DATE SEALED
LUKE R. MYERS CIVIL
FOR LICENSE NO. 44363
OWNERS AND/OR SUB'S LOGO



Engineering, Environmental, and
Erosion Management Services
1678 South Robb Street
Littleton, Colorado 80120
Phone 303.791.1700
Fax 303.791.1767

TOWN OF
BRECKENRIDGE
PARKING STRUCTURE
BRECKENRIDGE, COLORADO

MARK	DATE	DESCRIPTION

ISSUE	ISSUE	
2	11/22/19	DESIGN DEVELOPMENT
1	7/17/19	SCHEMATIC DESIGN

ISSUE:	DESIGN DEVELOPMENT
PROJECT NO.:	25-776-02
DRAWN BY:	LCT
CHECKED BY:	LSM

COPYRIGHT © 2018. ALL RIGHTS RESERVED.
NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.
SHEET TITLE:

CIVIL DETAILS

C-500

PRELIMINARY - DO NOT USE FOR CONSTRUCTION



① OVERALL SITE PLAN
1/32" = 1'-0"



PRELIMINARY - DO NOT USE FOR CONSTRUCTION

TOWN OF BRECKENRIDGE PARKING STRUCTURE
 80 NORTH PARK AVE
 BRECKENRIDGE, COLORADO

MARK	DATE	DESCRIPTION

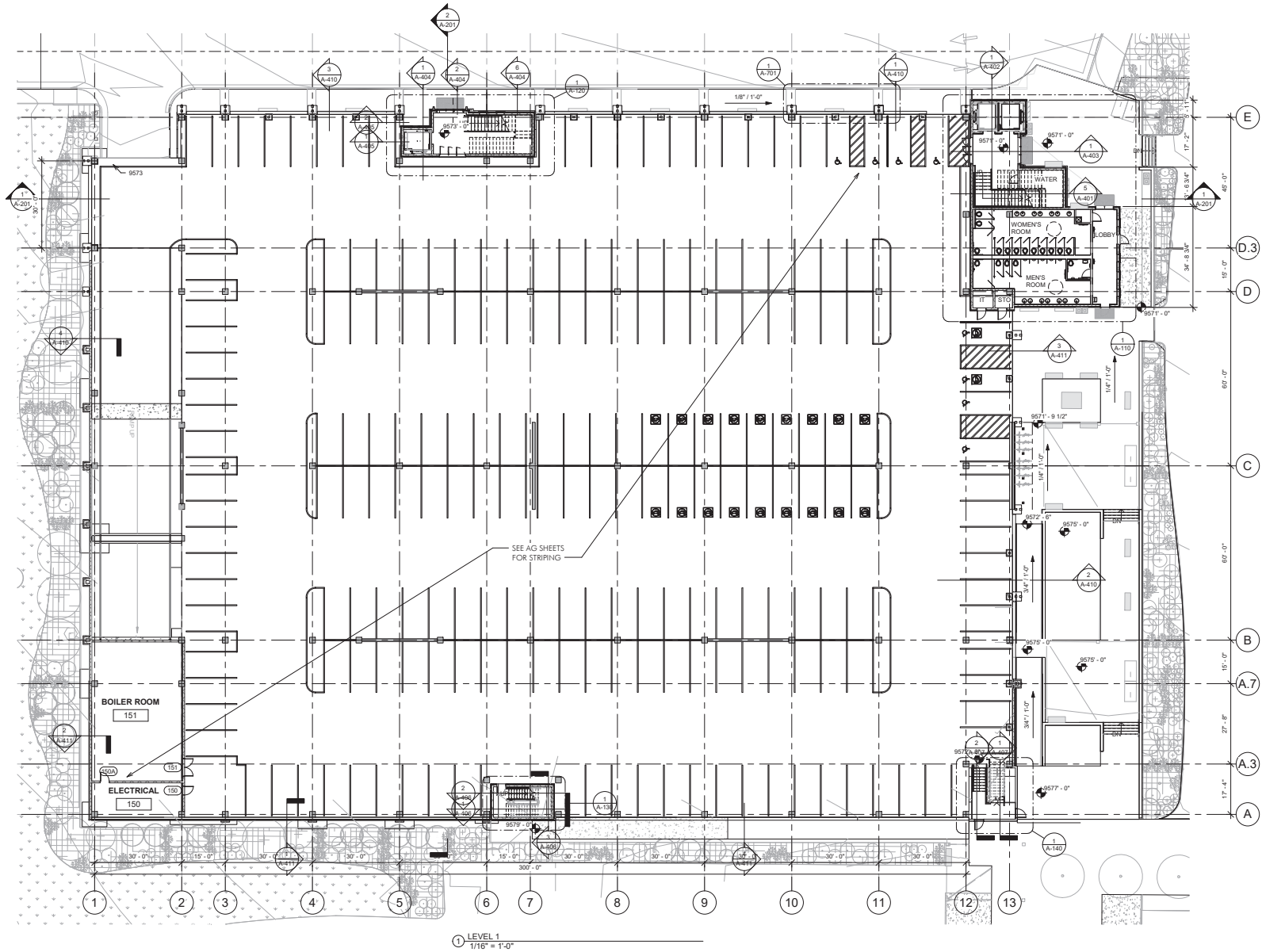
ISSUE:	
PROJECT NO:	23-7728-02
DRAWN BY:	Author
CHECKED BY:	Checker

COPYRIGHT © 2019. ALL RIGHTS RESERVED.
 NO PART OF THIS DOCUMENT MAY BE
 REPRODUCED IN ANY FORM OR BY ANY
 MEANS WITHOUT PERMISSION FROM WALKER
 CONSULTANTS, INC.

SHEET TITLE
SITE PLAN

AG100A

11/11/2019 2:08:22 PM P:\Breckenridge Gondola\Breckenridge Gondola_Loc_PSA\Breckenridge



① LEVEL 1
1/16" = 1'-0"



4904 Eisenhower Blvd., Suite 150
Tampa, FL 33634
813.888.5800 Ph
www.walkerconsultants.com



KOCH
COVOTSONS
ARCHITECTS, PC

3457 RINGSBY COURT UNIT 223
DENVER CO 80216
303-780-7850

BRECKENRIDGE GONDOLA

80 NORTH PARK AVENUE
BRECKENRIDGE CO

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

MARK	DATE	DESCRIPTION
	11-22-19	ISSUED FOR DESIGN DEVELOPMENT
	10-15-19	PRELIMINARY PLANNING SUBMITTAL
	7-19-19	ISSUED FOR SCHEMATIC DESIGN
ISSUE:		
PROJECT NO:	23-7788-02	
DRAWN BY:	MEK	
CHECKED BY:	MEK	
COPYRIGHT © 2018. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.		
SHEET TITLE:	FIRST FLOOR PLAN	

A-101



4904 Eisenhower Blvd, Suite 150
Tampa FL 33634
813.888.5600 Ph
www.walkerconsultants.com



**KOCH
COVOTOSOS
ARCHITECTS, PC**

3457 RINGSBY COURT UNIT 223
DENVER CO 80216
303-780-7850

BRECKENRIDGE GONDOLA

80 NORTH PARK AVENUE
BRECKENRIDGE CO

MARK	DATE	DESCRIPTION	ISSUE
	11-22-19	ISSUED FOR DESIGN DEVELOPMENT	
	10-15-19	PRELIMINARY PLANNING SUBMITTAL	
	7-19-19	ISSUED FOR SCHEMATIC DESIGN	

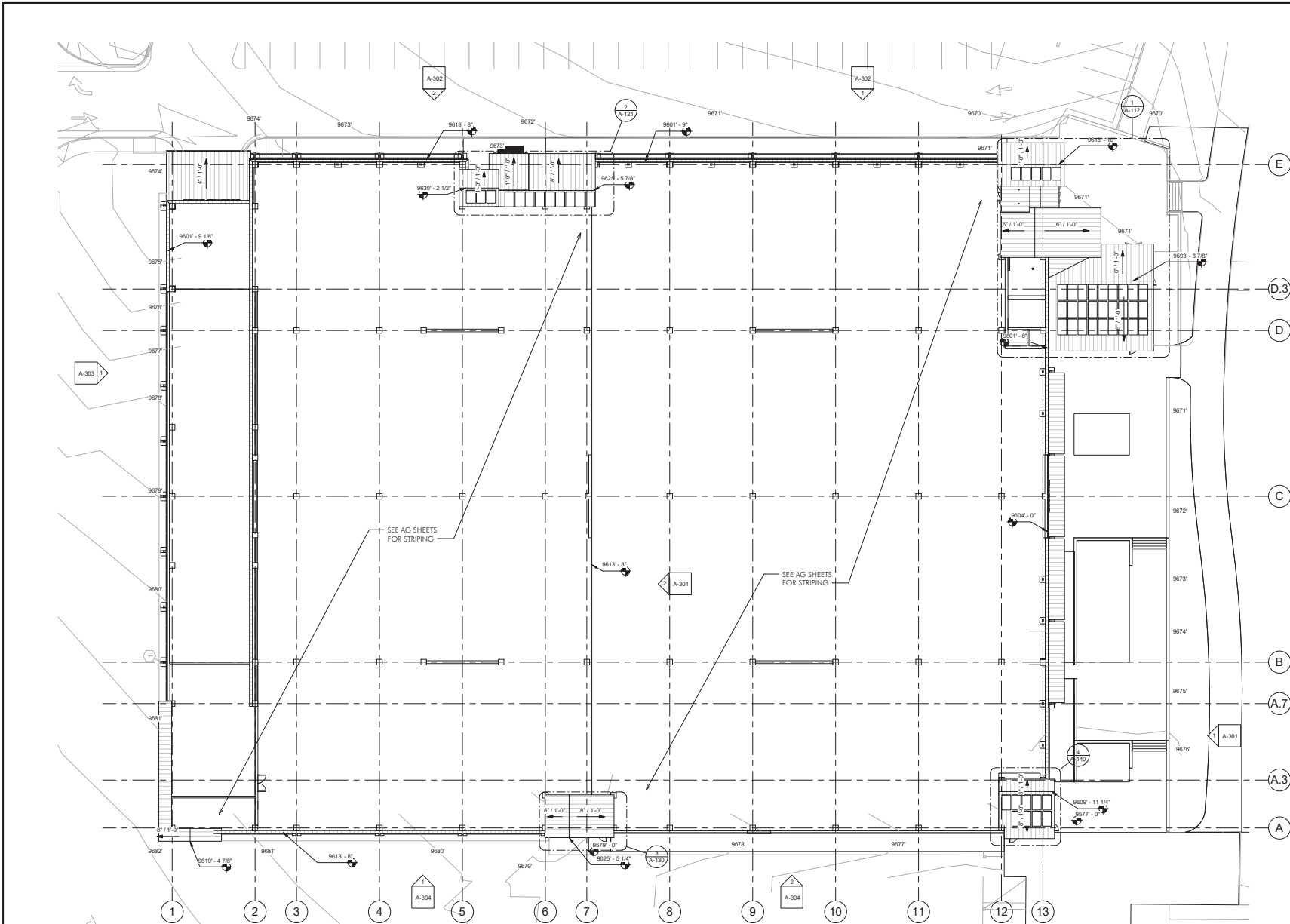
ISSUE	PROJECT NO.	DRAWN BY:	CHECKED BY:
	23-7788-02	MEK	MEK

COPYRIGHT © 2018. ALL RIGHTS RESERVED.
NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.

SHEET TITLE
ROOF PLAN

A-105

PRELIMINARY - DO NOT USE FOR CONSTRUCTION



1 ROOF PLAN
1/16" = 1'-0"



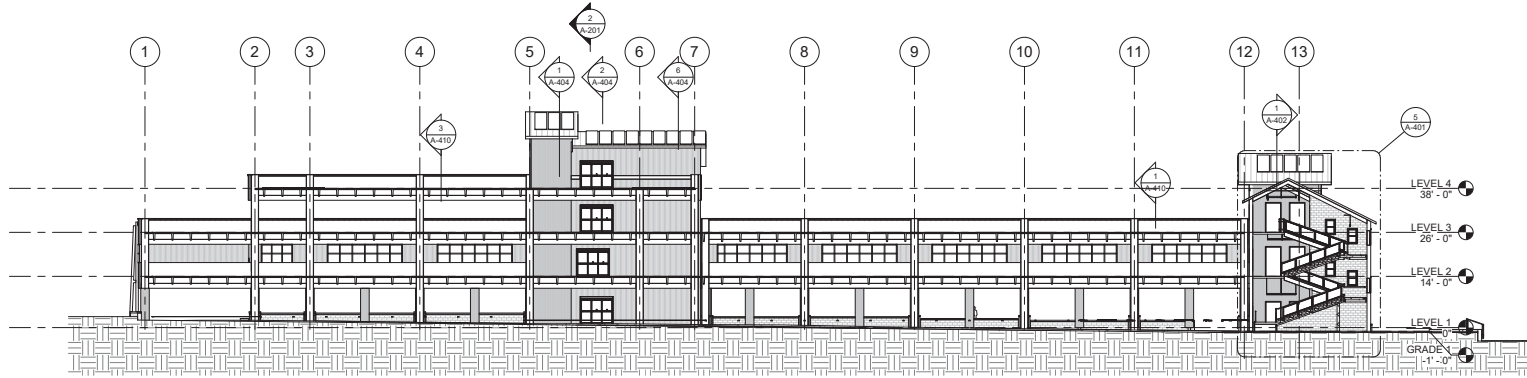
KOCH COVOTOS ARCHITECTS, PC

3457 RINGSBY COURT, UNIT 223
DENVER CO 80216
303-780-7850

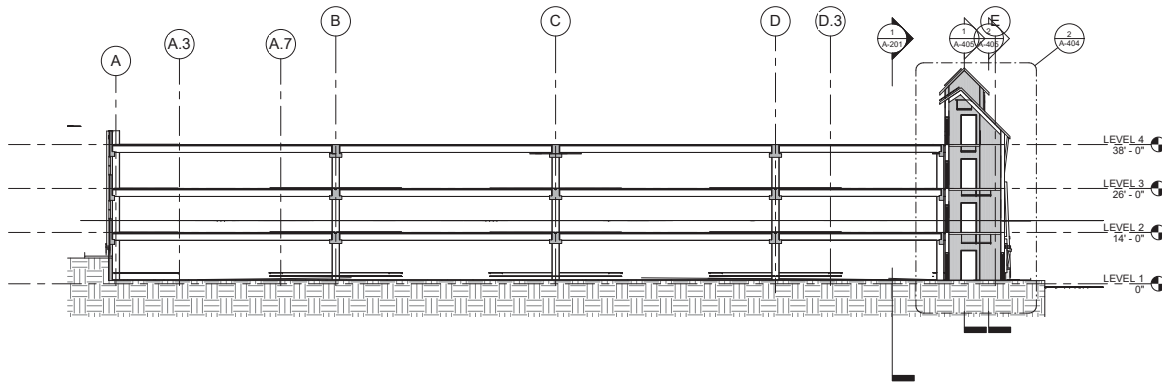
BRECKENRIDGE GONDOLA

80 NORTH PARK AVENUE
BRECKENRIDGE CO

PRELIMINARY - DO NOT USE FOR CONSTRUCTION



① Section 4
1/16" = 1'-0"



② Section 5
1/16" = 1'-0"

MARK	DATE	DESCRIPTION

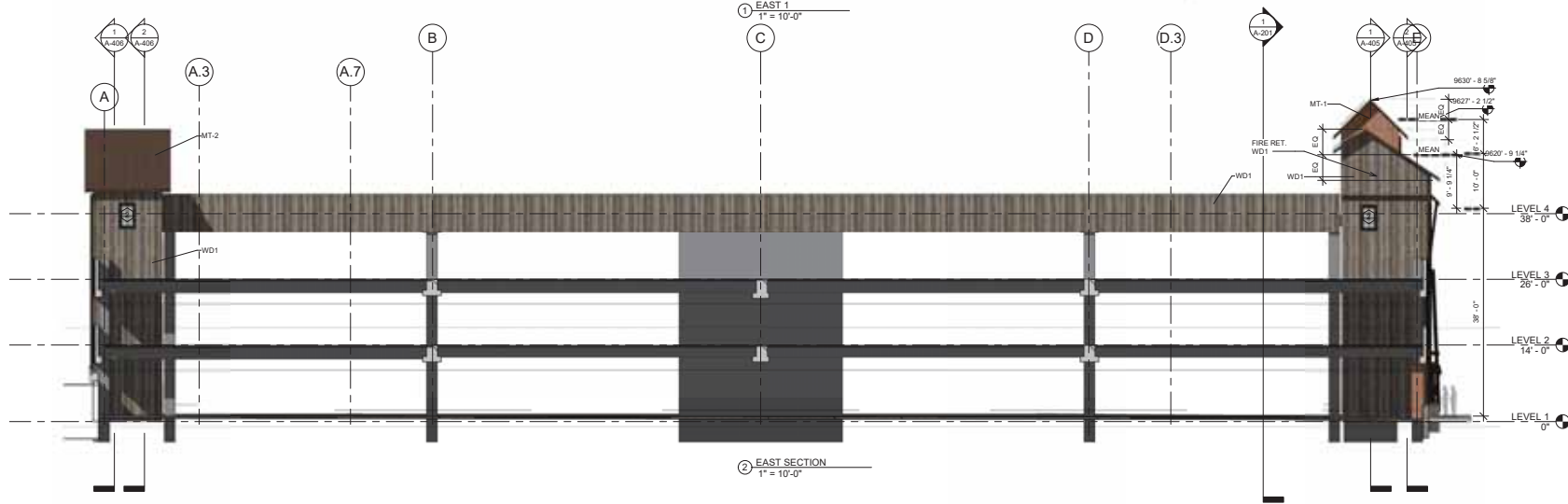
ISSUE:	
PROJECT NO:	23-7798-02
DRAWN BY:	Author
CHECKED BY:	Checker

COPYRIGHT © 2018. ALL RIGHTS RESERVED.
NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.

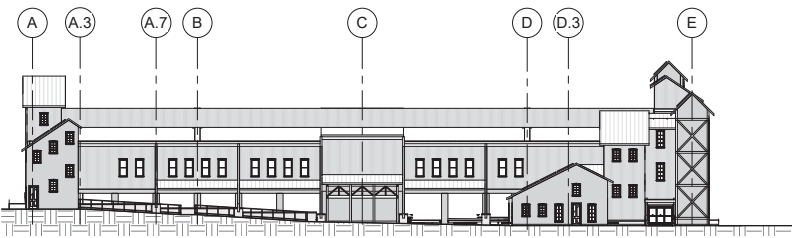
SHEET TITLE:
BUILDING SECTIONS

A-201

PRELIMINARY - DO NOT USE FOR CONSTRUCTION



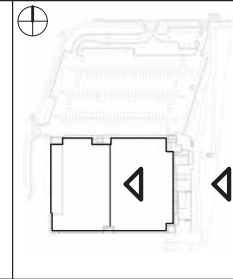
KEY ELEVATION



MATERIAL LEGEND

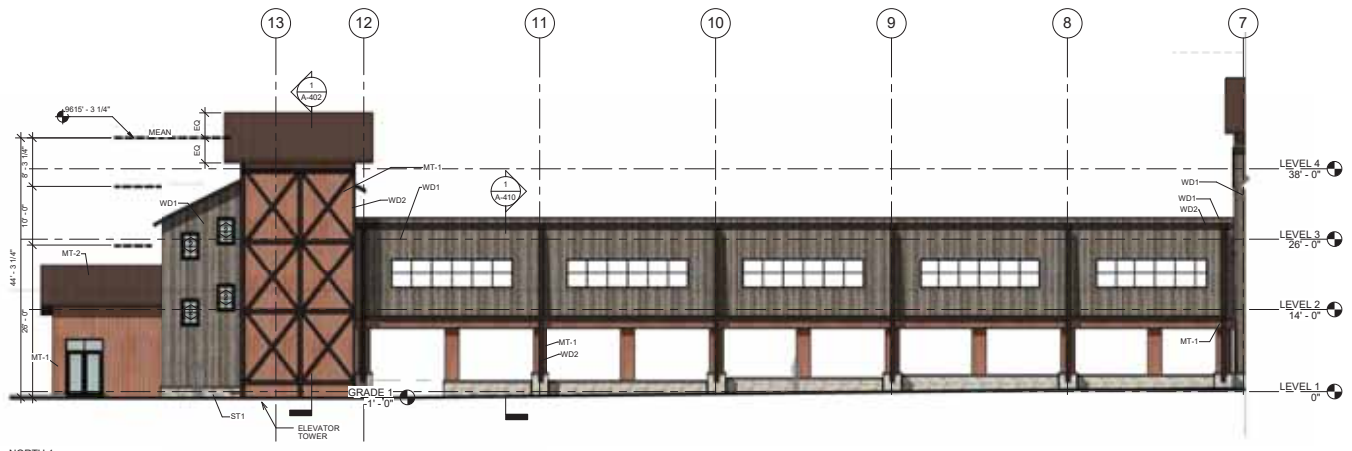
<p>MT-1 7/8" CORRUGATE CORTEN STEEL SIDING COLOR TO MATCH ARCHITECT'S SAMPLE ALTERNATE WESTERN STATES CORTEN AZP</p> <p>MT-2 PREFINISHED STANDING SEAM METAL ROOF WESTERN STATES WEATHERED RUSTIC OR AS APPROVED</p> <p>MT-3 STAINLESS STEEL SHEET INTERIOR METAL WALL COVERING WITH EXPOSED FASTENERS</p> <p>MT-4 GALVANIZED CORRUGATED INTERIOR WALL COVERING WITH EXPOSED FASTENERS</p> <p>WD-1 VERTICAL WOOD SIDING SHIP LAP 1/2" X 5 1/2" TETON WEST WINDSWEPT COLOR HOMESTEAD FIRE RETARDANT TREATED WHERE 40' ABOVE GRADE AS SHOWN IN DRAWINGS</p> <p>WD-2 1X6 CEDAR OR ROUGH SAWN LUMBER PAINTED P2 - BM 212-10 MINK</p> <p>WD-3 CUSTOM PAINTED JAMESHARDE VERTICAL SIDING. SELECT CEDARHILL. PAINTED P3</p> <p>ST-1 STACKED VENEER STONE TO MATCH BRECKENRIDGE DISTILLERY SOUTH FACADE</p> <p>CONC SEALED CONCRETE WITH NON-SLIP SEALER</p>	<p>MT-2 ROOF</p> <p>MT-1: CORRUGATE CORTEN STEEL</p> <p>WD-1: WOOD SIDING</p> <p>ST-1: STACKED VENEER STONE BASE</p>
<p>MATERIAL AREA TAKE OFF EAST ELEVATION SQ. FT. % OF TOTAL</p> <p>WD-1 5,829 88.7%</p> <p>MT-1 2,363 27.7%</p> <p>ST-1 307 3.6%</p> <p>TOTAL 6,499</p>	<p>MATERIAL TAKE OFF ENTIRE BUILDING SQ. FT. % OF TOTAL</p> <p>WD-1 21,123 88.8%</p> <p>MT-1 7,763 25.3%</p> <p>ST-1 1,817 5.9%</p> <p>TOTAL 23,703</p>

KEY PLAN

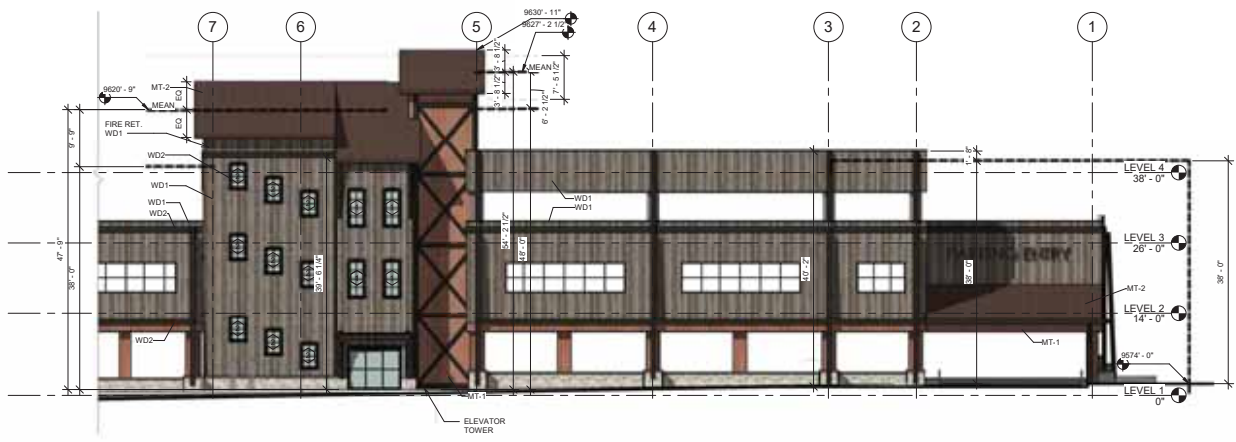


MARK	DATE	DESCRIPTION	ISSUE
10-15-19		PRELIMINARY PLANNING SUBMITTAL	
7-19-19		ISSUED FOR SCHEMATIC DESIGN	
ISSUE:			
PROJECT NO:		23-7788-02	
DRAWN BY:		MEK	
CHECKED BY:		MEK	
COPYRIGHT © 2018. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.			
SHEET TITLE: EAST ELEVATION			

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

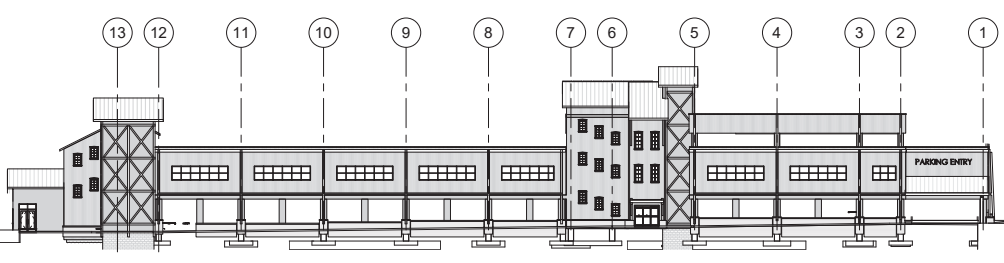


1 NORTH 1
1" = 10'-0"



2 NORTH 2
1" = 10'-0"

KEY ELEVATION



MATERIAL LEGEND

MT-1	7/8" CORRUGATE CORTEN STEEL SIDING COLOR TO MATCH ARCHITECT'S SAMPLE	MT-2 ROOF
MT-2	ALTERNATE WESTERN STATES CORTEN AZP PREFINISHED STANDING SEAM METAL ROOF	MT-1 CORRUGATE CORTEN STEEL
MT-3	STAINLESS STEEL SHEET INTERIOR METAL WALL COVERING WITH EXPOSED FASTENERS	WD-2 WOOD SIDING
MT-4	SALVANIZED CORRUGATED INTERIOR WALL COVERING WITH EXPOSED FASTENERS	WD-1 WOOD SIDING
WD-1	VERTICAL WOOD SIDING SHIP LAP 3/4" X 5.0"	ST-1 STACKED STONE BASE
WD-2	TETON WEST WINDSWIFT COLOR HOMESTEAD FIRE RETARDANT TREATED WHERE 40' ABOVE GRADE AS SHOWN IN DRAWINGS	
WD-3	1X6 CEDAR OR ROUGH SAWN LUMBER PAINTED P2: BM 2112-10 MINK	
WD-4	CUSTOM PAINTED JAMES HARDE VERTICAL SIDING. SELECT CEDAR MILL, PAINTED P3	
ST-1	STACKED VENEER STONE TO MATCH BRECKENRIDGE DISTILLERY SOUTH FACADE	
CONC	SEALED CONCRETE WITH NON-SLIP SEALER	

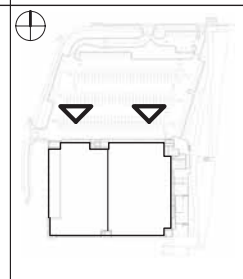
MATERIAL AREA TAKE OFF NORTH ELEVATION

SO FT	% OF TOTAL
WD-1	8,052 68.2%
MT-1	2,150 24.7%
ST-1	627 7.1%
TOTAL	8,869

MATERIAL TAKE OFF ENTIRE BUILDING

SO FT	% OF TOTAL
WD-1	21,123 68.8%
MT-1	7,393 25.3%
ST-1	1,217 5.9%
TOTAL	30,703

KEY PLAN



11-22-19	ISSUED FOR DESIGN DEVELOPMENT	
10-15-19	PRELIMINARY PLANNING SUBMITTAL	
7-19-19	ISSUED FOR SCHEMATIC DESIGN	
MARK	DATE	DESCRIPTION
ISSUE:		
PROJECT NO:	237788 02	
DRAWN BY:	MEK	
CHECKED BY:	MEK	
COPYRIGHT © 2018. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.		
SHEET TITLE:		
NORTH ELEVATION		



KOCH COVOTOS ARCHITECTS, PC

3457 RINGSBY COURT UNIT 223
DENVER CO 80216
303-780-7850

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

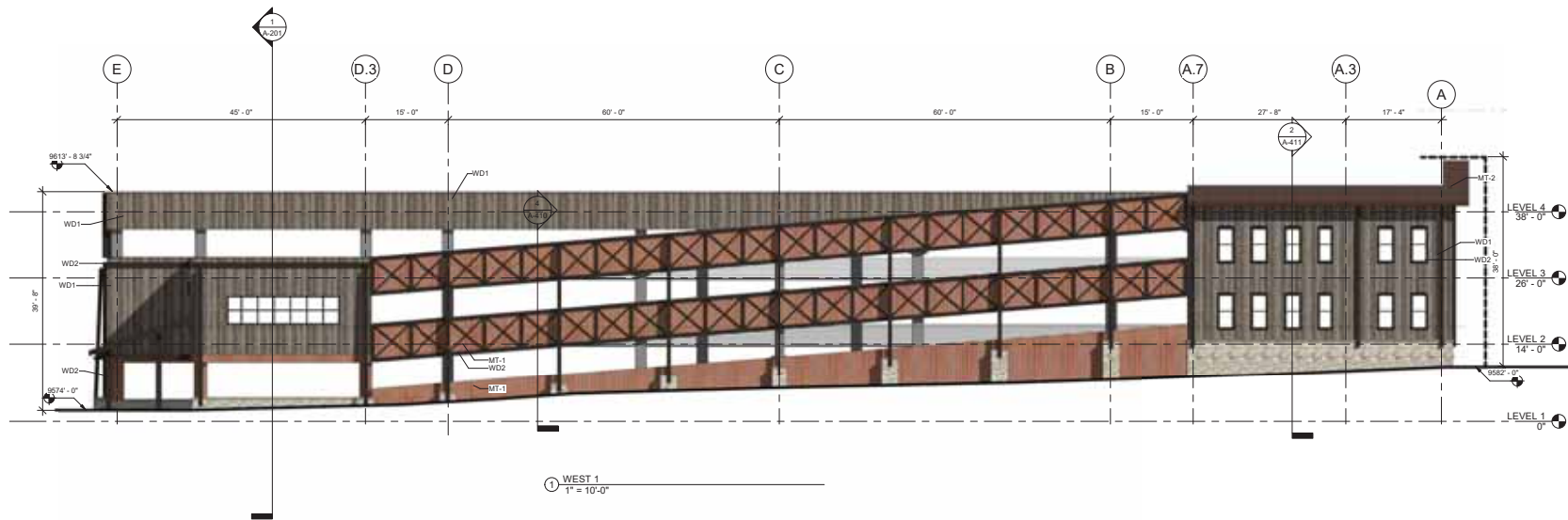
BRECKENRIDGE GONDOLA

80 NORTH PARK AVENUE
BRECKENRIDGE CO

MARK	DATE	DESCRIPTION	ISSUE
	11-22-19	ISSUED FOR DESIGN DEVELOPMENT	
	10-15-19	PRELIMINARY PLANNING SUBMITTAL	
	7-19-19	ISSUED FOR SCHEMATIC DESIGN	

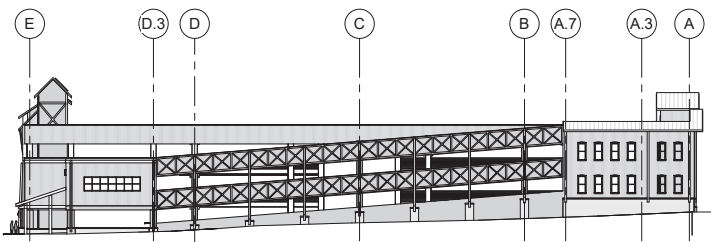
ISSUE:
PROJECT NO: 21788 02
DRAWN BY: MEK
CHECKED BY: MEK
COPYRIGHT © 2018. ALL RIGHTS RESERVED.
NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.
SHEET TITLE:
WEST ELEVATION

A-303



1 WEST 1
1" = 10'-0"

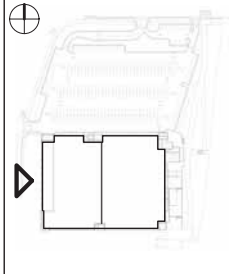
KEY ELEVATION



MATERIAL LEGEND

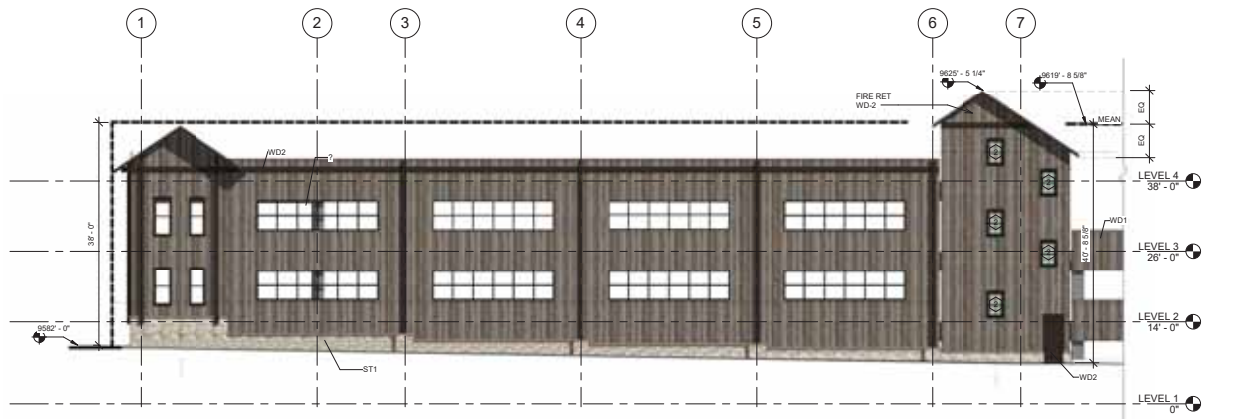
MT-1	7/8" CORRUGATE CORTEN STEEL SIDING COLOR TO MATCH ARCHITECT'S SAMPLE ALTERNATE WESTERN STATES CORTEN ADP PREFINISHED STANDING SEAM METAL ROOF WESTERN STATES WEATHERED RUSTIC OR AS APPROVED		MT-2: ROOF	
MT-3	STAINLESS STEEL SHEET INTERIOR METAL WALL COVERING WITH EXPOSED FASTENERS GALVANIZED CORRUGATED INTERIOR WALL COVERING WITH EXPOSED FASTENERS			
WD-1	VERTICAL WOOD SIDING SHIP LAP 3/4" X 5 1/2" TETON WEST WINDSWEEP COLOR HOMESTEAD FIRE RETARDANT TREATED WHERE 40' ABOVE GROUND AS SHOWN IN DRAWINGS			
WD-2	1X6 CEDAR OR ROUGH SAWN LUMBER PAINTED P2, BM 2110/10 MINK			
WD-3	CUSTOM PAINTED JAMES HARDIE VERTICAL SIDING, SELECT CEDARMILL, PAINTED P9			
ST-1	STACKED VENEER STONE TO MATCH BRECKENRIDGE DISTILLERY SOUTH FACADE SEALED CONCRETE WITH NON-SLIP SEALER			
MATERIAL AREA TAKE OFF WEST ELEVATION		MATERIAL TAKE OFF ENTIRE BUILDING		
	SQ.FT. % OF TOTAL		SQ.FT. % OF TOTAL	
WD-1	2,973 47.2%	WD-1	21,123 68.8%	
MT-1	2,870 46.5%	MT-1	7,763 25.3%	
ST-1	460 7.3%	ST-1	1,817 5.9%	
TOTAL	6,303	TOTAL	30,703	

KEY PLAN

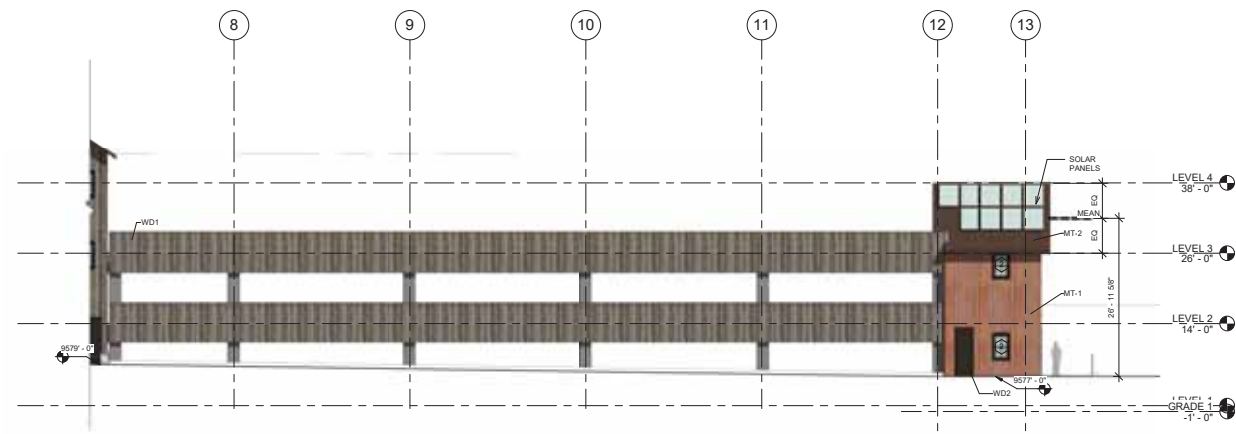




PRELIMINARY - DO NOT USE FOR CONSTRUCTION

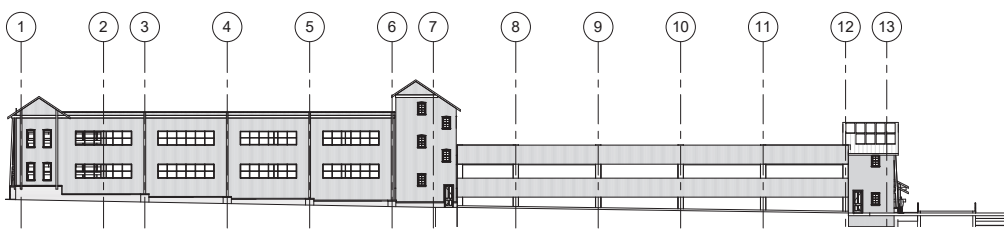


1 SOUTH 1
1" = 10'-0"



2 SOUTH 2
1" = 10'-0"

KEY ELEVATION

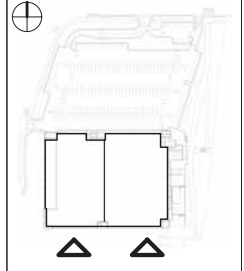


MATERIAL LEGEND

- MT-1 7/8" CORRUGATE CORTEN STEEL SIDING COLOR TO MATCH ARCHITECT'S SAMPLE
- MT-2 ALTERNATE WESTERN STATES CORTEN AZP
- MT-3 PREFINISHED STANDING SEAM METAL ROOF WESTERN STATES WEATHERED RUSTIC OR AS APPROVED
- MT-4 STAINLESS STEEL SHEET INTERIOR METAL WALL COVERING WITH EXPOSED FASTENERS GALVANIZED CORRUGATED INTERIOR WALL COVERING WITH EXPOSED FASTENERS
- WD-1 VERTICAL WOOD SIDING SHIP LAP 3/4" X 5.5" TETON WEST WINDSWIFT COLOR HOMESTEAD FIRE RETARDANT TREATED WHERE 4' ABOVE GRADE AS SHOWN IN DRAWINGS
- WD-2 1X6 CEDAR OR ROUGH SAWN LUMBER PAINTED P3 (B4 2112) 10 MARK
- WD-3 CUSTOM PAINTED JAMES HARDIE VERTICAL SIDING SELECT CEDARMILL PAINTED P3
- ST-1 STACKED VENEER STONE TO MATCH BRECKENRIDGE DISTILLERY SOUTH FACADE SEALED CONCRETE WITH NON-SLIP SEALER
- CONC SEALED CONCRETE WITH NON-SLIP SEALER

MATERIAL AREA TAKE OFF SOUTH ELEVATION		MATERIAL TAKE OFF ENTIRE BUILDING	
SO.FT.	% OF TOTAL	SO.FT.	% OF TOTAL
WD-1	6,269 89.0%	WD-1	21,123 88.8%
MT-1	350 5.0%	MT-1	7,763 25.3%
ST-1	423 6.0%	ST-1	1,817 5.9%
TOTAL	7,042	TOTAL	30,703

KEY PLAN



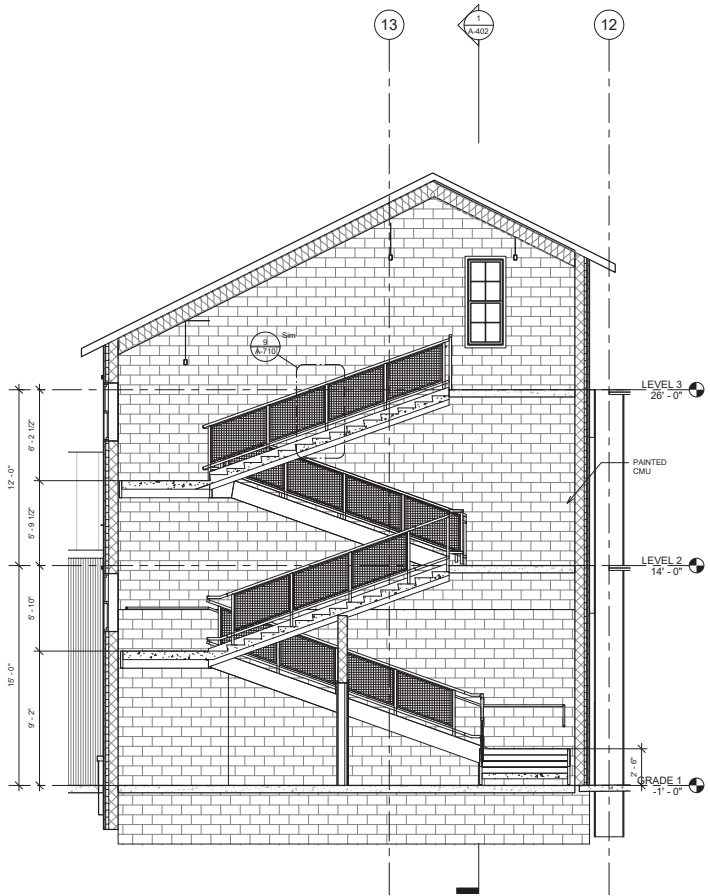
MARK	DATE	DESCRIPTION	ISSUE
	11-22-19	ISSUED FOR DESIGN DEVELOPMENT	
	10-15-19	PRELIMINARY PLANNING SUBMITTAL	
	7-19-19	ISSUED FOR SCHEMATIC DESIGN	

ISSUE: PROJECT NO: 237788-02
DRAWN BY: MEK
CHECKED BY: MEK

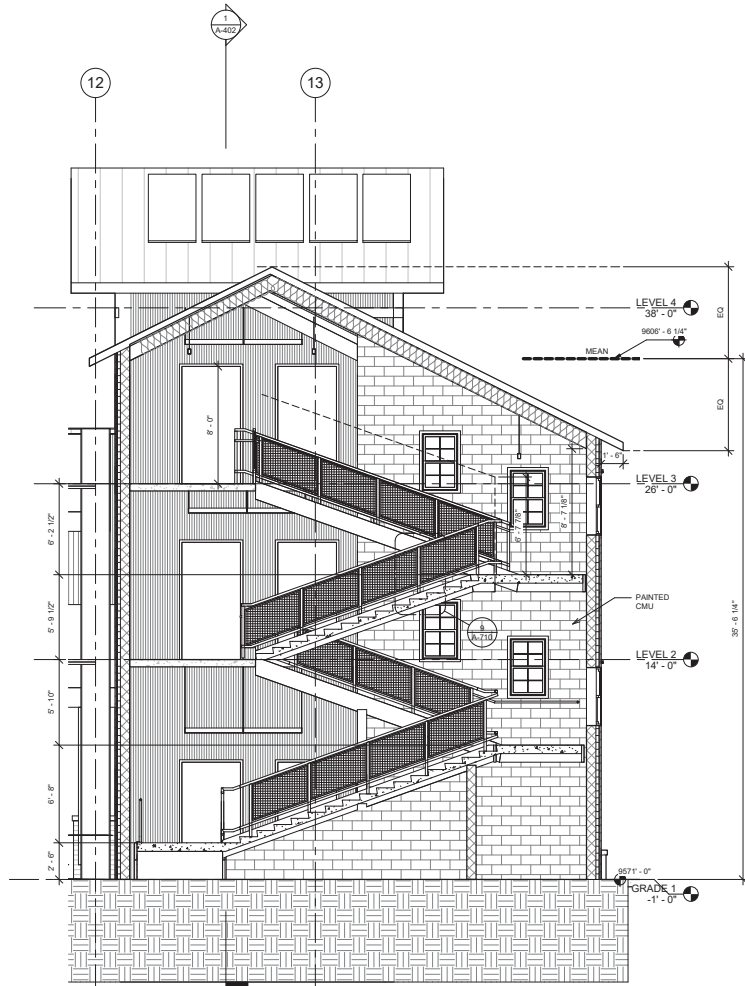
COPYRIGHT © 2018. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.

SHEET TITLE: SOUTH ELEVATION

1/11/2019 2:14:57PM P:\Breckenridge Gondola South\Breckenridge Gondola_Loc_PSA\Architectural



1 STAIR 1 SECTION 2
1/4" = 1'-0"



3 STAIR 1 SECTION
1/4" = 1'-0"

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

WALKER CONSULTANTS
4904 Eisenhower Blvd., Suite 150
Tampa, FL 33634
813.888.5600 Ph
www.walkerconsultants.com



KOCH COVOTOS ARCHITECTS, PC
3457 RINGSBY COURT UNIT 223
DENVER CO 80216
303-780-7850

BRECKENRIDGE GONDOLA

80 NORTH PARK AVENUE
BRECKENRIDGE CO

MARK	DATE	DESCRIPTION

ISSUE	DATE	DESCRIPTION
11-22-19		ISSUED FOR DESIGN DEVELOPMENT
10-15-19		PRELIMINARY PLANNING SUBMITTAL
7-19-19		ISSUED FOR SCHEMATIC DESIGN

ISSUE:
PROJECT NO: 23-7798-02
DRAWN BY: MEK
CHECKED BY: MEK

COPYRIGHT © 2018. ALL RIGHTS RESERVED.
NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.
SHEET TITLE:
CORE 1 SECTIONS

A-401



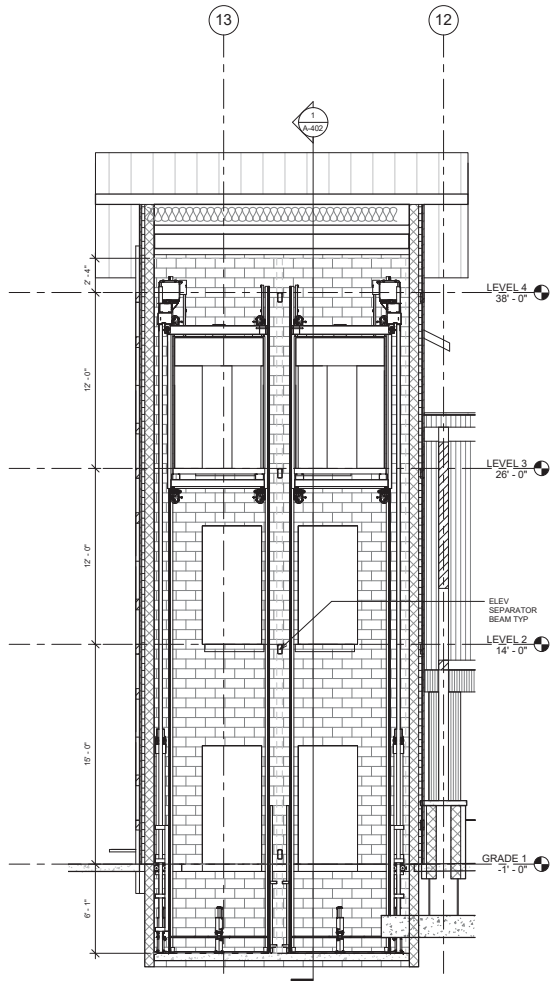
KOCH COVOTOSOS ARCHITECTS, PC

3457 RINGSBY COURT UNIT 223
DENVER CO 80216
303-780-7850

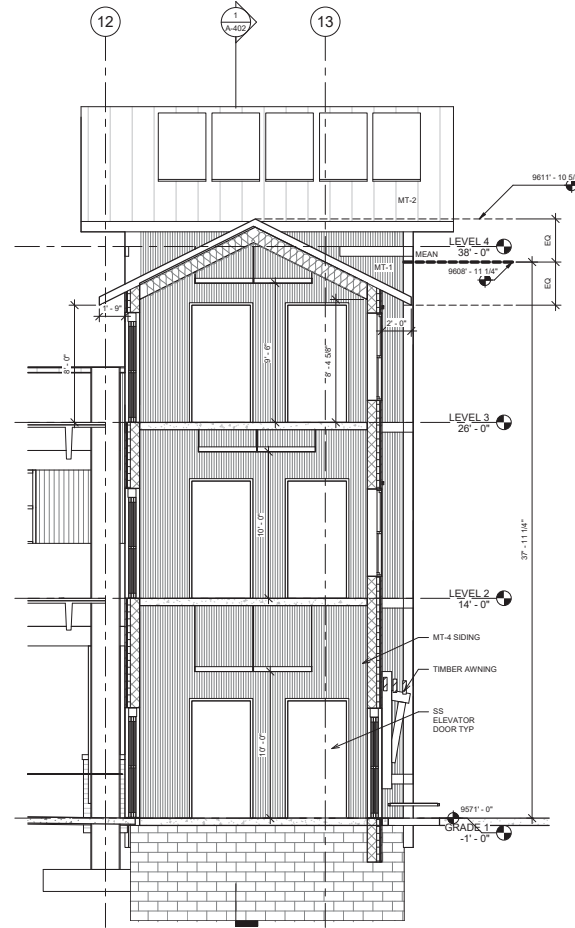
BRECKENRIDGE GONDOLA

80 NORTH PARK AVENUE
BRECKENRIDGE CO

PRELIMINARY - DO NOT USE FOR CONSTRUCTION



2 ELEV 1 SECTION 3
1/4" = 1'-0"



1 ELEV 1 SECTION
1/4" = 1'-0"

MARK	DATE	ISSUED FOR DESIGN DEVELOPMENT	DESCRIPTION

ISSUE:
PROJECT NO: 23-7788-02
DRAWN BY: Author
CHECKED BY: Checker
COPYRIGHT © 2018. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.

SHEET TITLE:
CORE 1 SECTIONS

A-403



KOCH COVOTSOS ARCHITECTS, PC

3457 RINGSBY COURT UNIT 223
DENVER CO 80216
303-780-7850

BRECKENRIDGE GONDOLA

80 NORTH PARK AVENUE
BRECKENRIDGE CO

MARK	DATE	DESCRIPTION

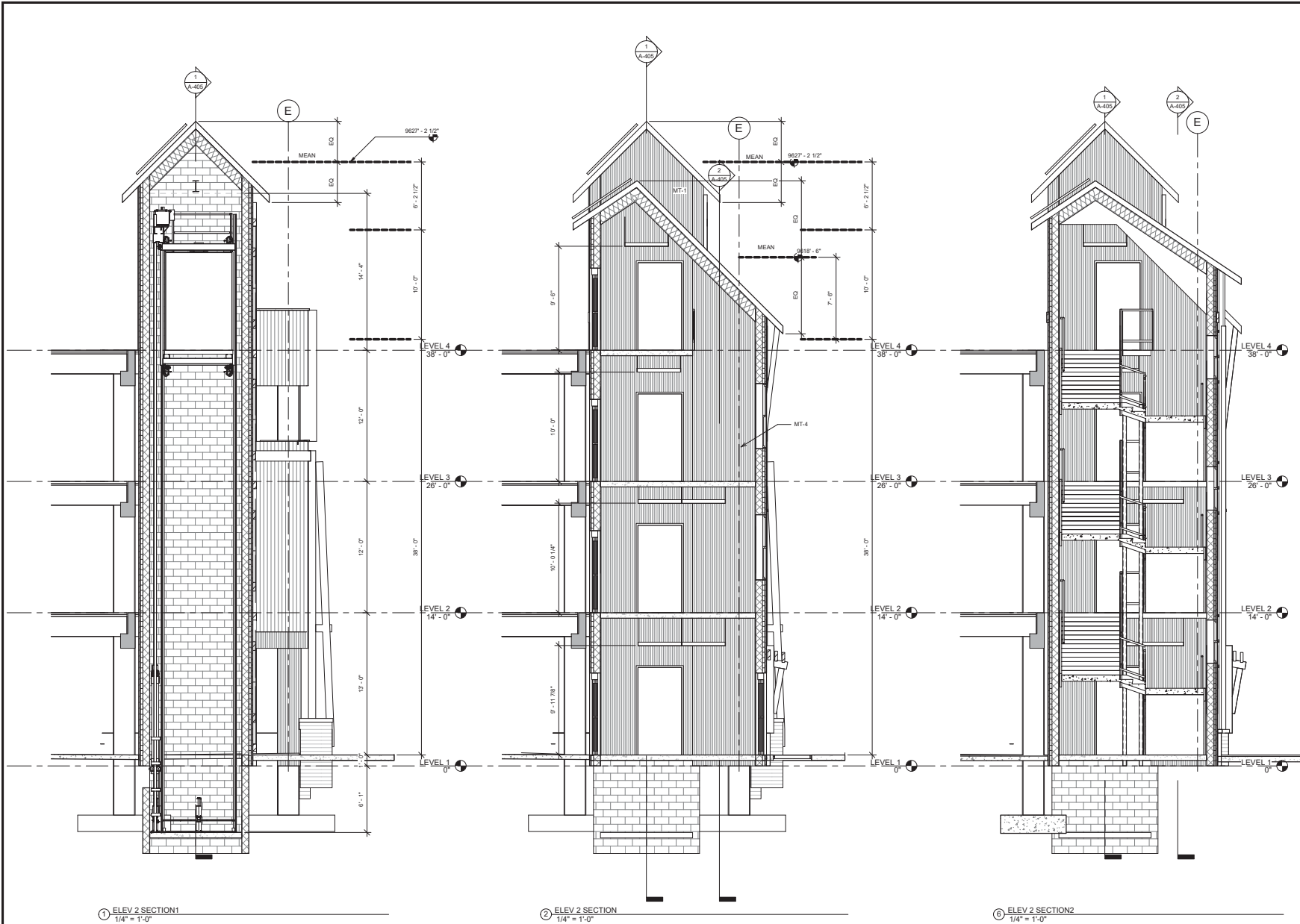
ISSUE	DESCRIPTION
11-22-19	ISSUED FOR DESIGN DEVELOPMENT
10-15-19	PRELIMINARY PLANNING SUBMITTAL
7-19-19	ISSUED FOR SCHEMATIC DESIGN

COPYRIGHT © 2018. ALL RIGHTS RESERVED.
NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.

SHEET TITLE:
CORE 2 SECTIONS

A-404

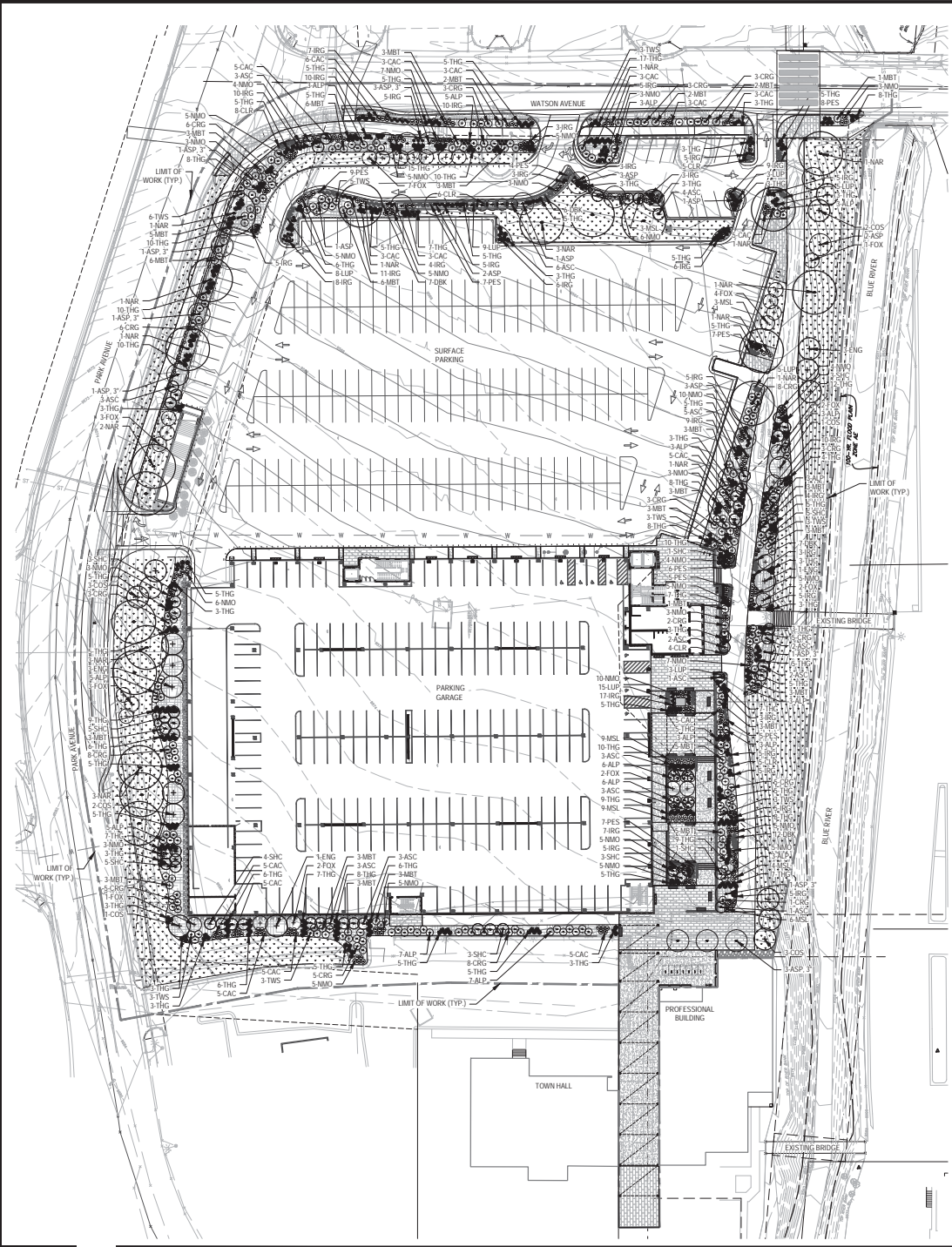
PRELIMINARY - DO NOT USE FOR CONSTRUCTION



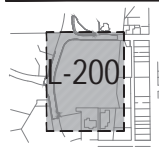
1 ELEV 2 SECTION1
1/4" = 1'-0"

2 ELEV 2 SECTION
1/4" = 1'-0"

3 ELEV 2 SECTION2
3/4" = 1'-0"



KEY MAP

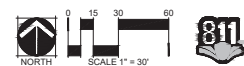


LANDSCAPE LEGEND

- (Large circle with dot) DECIDUOUS CANOPY TREE
- (Large circle with small circle) LARGE ORNAMENTAL TREE
- (Small circle with dot) SMALL ORNAMENTAL OR CLUMP ASPEN TREE
- (Circle with plus) EVERGREEN TREE
- (Circle with cross) DECIDUOUS SHRUBS
- (Circle with asterisk) EVERGREEN SHRUBS
- (Group of small circles) ORNAMENTAL GRASS
- (Small circle with vertical line) PERENNIALS
- (Small rectangle) BENCH
- (Small square) PLANTER
- (Square with diagonal lines) BIKE RACKS
- (Square with horizontal lines) TRASH AND RECYCLING
- (Small circle with cross) PET WASTE STATION
- (Small circle with dot) BOULDERS
- (Small circle with vertical line) FESTOON LIGHTING STEEL POST
- (Small circle) FESTOON LIGHTING
- (Dashed line) FENCE
- (Patterned area) SHORT DRY GRASS SEED MIX
- (Patterned area) LANDSCAPE MULCH
- (Patterned area) ENHANCED PAVING
- (Patterned area) PAVERS
- (Patterned area) COBBLE
- (Patterned area) ANNUALS
- (Line with cross-ticks) RETAINING WALL
- (Line with diagonal ticks) BEND-A-BOARD EDGER
- (Dashed line) APPROXIMATE LIMIT OF WORK

NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. ALL DISTURBED AREAS SHALL BE REVEGETATED USING A SHORT DRY GRASS MIX.
3. EROSION CONTROL BLANKETS SHALL BE USED ON DISTURBED SLOPES STEEPER THAN 3:1. REFERENCE ENGINEERING PLANS FOR EROSION CONTROL IN R.O.W SWALES.
4. ALL TREES, SHRUBS, AND ANNUALS SHALL BE IRRIGATED. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED. ALL PERENNIALS AND ANNUALS SHALL BE SPRAY IRRIGATED.
5. PLANT SYMBOLS ARE SHOWN AT APPROXIMATELY MATURE SIZE.
6. ALL PLANT SYMBOLS SHOWN IN SNOW STORAGE AREAS SHALL BE PLANTS TOLERANT OF SNOW LOAD.
7. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH SIGHT TRIANGLES AND EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
8. FINAL PLANT LOCATION SHALL BE FIELD VERIFIED.
9. TREES PLANTED IN GROUPS OF THREE OR MORE SHALL BE A VARIETY OF SIZES TO MIMIC NATURAL TREE STANDS.
10. FINAL TREE PLACEMENT SHALL BE FIELD VERIFIED TO PRESERVE TREE CORRIDORS.



PRELIMINARY - DO NOT USE FOR CONSTRUCTION

550 S. River Street, Suite 200
Greenwood Village, CO 80111
303.584.4421
www.walkerconsultants.com

409 Main Street
Suite 207
P.O. Box 2225
Frisco, CO 80443
P 970.485.4478
www.norris-design.com

TOWN OF
BRECKENRIDGE
PARKING STRUCTURE

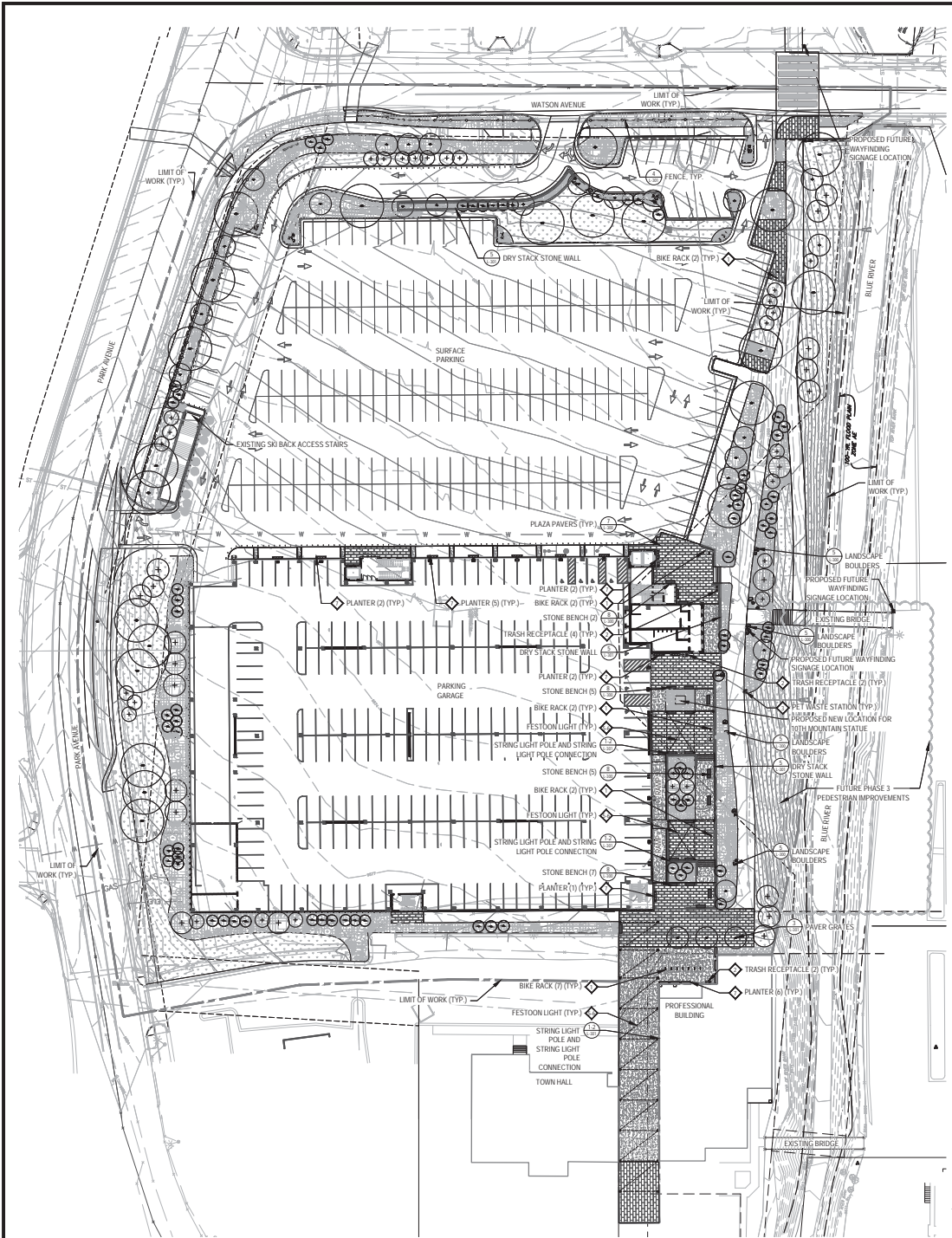
BRECKENRIDGE, COLORADO

MARKET DATE	REVISION	DESCRIPTION
10/19/19	ISSUED FOR PRELIMINARY SITE PLAN	
07/19/19	ISSUED FOR SCHEMATIC DESIGN	
SHEET ISSUE:	PRELIMINARY PLANNING SUBMITTAL	
SHEET ISSUE DATE:	10/19/2019	
PROJECT NO.:	25-776-02	
DRAWN BY:	MR. TA	
CHECKED BY:	TA, EB	

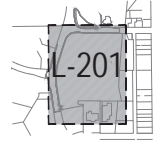
COPYRIGHT © 2019. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.
SHEET TITLE:
LANDSCAPE PLAN

L-200

W 09/26/2019 10:35:28 AM



KEY MAP



LANDSCAPE LEGEND

- PLANTER
- BIKE RACKS
- TRASH AND RECYCLING
- PET WASTE STATION
- BENCH
- BOULDERS
- FESTOON LIGHTING STEEL POST
- FESTOON LIGHTING
- FENCE
- SHORT DRY GRASS SEED MIX
- LANDSCAPE MULCH
- ENHANCED PAVING
- PAVERS
- COBBLE
- RETAINING WALL
- BEND-A-BOARD EDGER
- APPROXIMATE LIMIT OF WORK

NOTES

1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
2. ALL DISTURBED AREAS SHALL BE REVEGETATED USING A SHORT DRY GRASS MIX.
3. EROSION CONTROL BLANKETS SHALL BE USED ON DISTURBED SLOPES STEEPER THAN 3:1. REFERENCE ENGINEERING PLANS FOR EROSION CONTROL IN R.O.W. SWALES.
4. ALL TREES, SHRUBS, AND ANNUALS SHALL BE IRRIGATED. ALL TREES AND SHRUBS TO BE DRIP IRRIGATED. ALL PERENNIALS AND ANNUALS SHALL BE SPRAY IRRIGATED.
5. PLANT SYMBOLS ARE SHOWN AT APPROXIMATELY MATURE SIZE.
6. ALL PLANT SYMBOLS SHOWN IN SNOW STORAGE AREAS SHALL BE PLANTS TOLERANT OF SNOW LOAD.
7. ALL PLANTINGS SHALL BE PLANTED TO AVOID CONFLICTS WITH SIGHT TRIANGLES AND EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF CONFLICTS.
8. FINAL PLANT LOCATION SHALL BE FIELD VERIFIED.
9. TREES PLANTED IN GROUPS OF THREE OR MORE SHALL BE A VARIETY OF SIZES TO MIMIC NATURAL TREE STANDS.
10. FINAL TREE PLACEMENT SHALL BE FIELD VERIFIED TO PRESERVE TREE CORRIDORS.

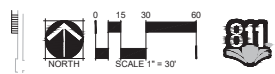
PRELIMINARY - DO NOT USE FOR CONSTRUCTION



TOWN OF BRECKENRIDGE
PARKING STRUCTURE
BRECKENRIDGE, COLORADO

MARKY	DATE	DESCRIPTION
10/15/19	ISSUED FOR PRELIMINARY SITE PLAN	
07/19/19	ISSUED FOR SCHEMATIC DESIGN	
	REVISIONS:	
	PRELIMINARY PLANNING SUBMITTAL	
	10/15/2019	
	23-778-02	
	MR. TA	
	TA, ES	

CHECKED BY: TA, ES
 COPYRIGHT © 2019. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS, INC.
 SHEET TITLE: HARDSCAPE PLAN
 L-201



10/20/19 10:10:10 AM



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.

January 2020

Tuesday, January 14, 2020	3:00 pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
January 15th, 2020	1:00pm - 4:00pm	Welk Resort	Grand Opening
January 17th, 2020	8:00am - 9:00am	Gravity Haus	Coffee Talk with the Mayor
January 20th - 29th, 2020	All Day	Riverwalk Center	ISSC
January 22nd - 24th, 2020	All Day		CAST Conference
January 23rd, 2020	8:00am - 11:00am		2021 BTO Planning Retreat
Tuesday, January 28, 2020	3:00 pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

February 2020

Tuesday, February 11, 2020	3:00 pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Tuesday, February 25, 2020	3:00 pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month
February 25th, 2020	4:00pm - 10:00pm	Main Street / Riverwalk Center	Mardi Gras

Other Meetings

January 9th, 2020	MT2030 Meeting	1:00pm
January 13th, 2020	Breckenridge Creative Arts	9:00am
	MT2030 Event Planning Meeting	3:00pm
January 14th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	Noon
January 15th, 2020	Summit Stage Transit Board Meeting	8:15am
January 21st, 2020	Board of County Commissioners Meeting	9:00am
	Liquor & Marijuana Licensing Authority	9:00am
	Planning Commission Meeting	5:30pm
January 22nd, 2020	Summit Combined Housing Authority	9:00am
	CAST	Noon
January 23rd, 2020	Transit Advisory Council Meeting	8:00am
	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest CO Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
January 27th, 2020	Open Space & Trails Meeting	5:30pm
January 28th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
February 4th, 2020	Board of County Commissioners Meeting	9:00am
	Planning Commission Meeting	5:30pm
February 5th, 2020	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
February 11th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
	Workforce Housing Committee	1:30pm



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.

February 12th, 2020	Breckenridge Heritage Alliance	Noon
February 13th, 2020	Transit Advisory Council Meeting Upper Blue Sanitation District	8:00am 5:30pm
February 18th, 2020	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
February 24th, 2020	Breckenridge Creative Arts Open Space & Trails Meeting	4:00pm 5:30pm
February 25th, 2020	Board of County Commissioners Meeting	9:00am / 1:30pm
February 26th, 2020	Summit Stage Transit Board Meeting Summit Combined Housing Authority	8:15am 9:00am
February 27th, 2020	Breckenridge Tourism Office Board Meeting Northwest CO Council of Governments RW&B Board Meeting	8:30am 10:00am 3:00pm
March 3rd, 2020	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
March 4th, 2020	Police Advisory Committee Breckenridge Events Committee Childcare Advisory Committee	7:30am 9:00am 3:00pm
March 10th, 2020	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 1:30pm
March 11th, 2020	Breckenridge Heritage Alliance	Noon
March 12th, 2020	Upper Blue Sanitation District	5:30pm
March 26th, 2020	Breckenridge Tourism Office Board Meeting Northwest CO Council of Governments RW&B Board Meeting	8:30am 10:00am 3:00pm
TBD - March 2020	QQ - Quality and Quantity - Water District	9:00am
April 11th, 2020	I-70 Coalition	10:00am
TBD	Art Installation Meeting Water Task Force Meeting	9:00am 8:30am