

BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, August 11, 2009

ESTIMATED TIMES: The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion and are subject to change.

2:00 – 3:00 pm	I. CMC TOUR	
3:00 – 3:15 pm	II. PLANNING COMMISSION DECISIONS	Page 2
3:15 – 6:30 pm	III. <u>LEGISLATIVE REVIEW</u> *	
_	Entrada Ordinances (2) & Annexation Agreement	Page 31, 34, 36
4	LUD 5 Ordinance	Page 57
4	Defensible Space Referendum	Page 62
4	Defensible Space Voluntary Program	Page 65
4	Marijuana Decriminalization Ordinance Options	Page 78 & 83
4	Valley Brook Land Donation	Page 87
4	Valley Brook Development Permit	Page 91
4	FHA Compliant Deed Restriction for Wellington Neighborhood	Page 134
6:30 – 7:15 pm	IV. MANAGERS REPORT	
4	Public Projects Update	Page 10
4	Housing/Childcare Update	Verbal
4	Committee Reports	Page 11
4	Financials	Page 12
4	Swift Boat Fund- Dew Tour	Page 21

Dinner will be served

*ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA

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NOTE: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held.

Report of Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: August 5, 2009

Re: Town Council Consent Calendar from the Planning Commission Decisions of the August 4, 2009,

meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF August 4, 2009:

CLASS C APPLICATIONS:

1. Valette Residence Renewal, PC#2009034, 301 South French Street

Extend previously approved development project by 18 months. Remove existing structure and replace with a new, 4 bedroom, 3 bathroom, single family residence plus a studio accessory unit in the basement for a total of 1,942 sq. ft. of density and 2,117 sq. ft. of mass for a F.A.R. of 1:2.2. Approved.

CLASS A APPLICATIONS:

1. Valleybrook Site Plan, PC#2009030, 1100 Airport Road (Town Project)

Site plan for 11 buildings on a one way road with 38 deed restricted townhomes (24 2-bedroom units and 14 3-bedroom units) with 2-car garages, 4 deed restricted 2-bedroom carriage house units with 2-car garages, associated private open space, public park and asphalt bike path. The Planning Commission recommends the Town Council approve the project as proposed.

PLANNING COMMISSION MEETING

THE MEETING WAS CALLED TO ORDER AT 7:00 P.M.

ROLL CALL

Rodney Allen Michael Bertaux Leigh Girvin

JB Katz Jim Lamb Dave Pringle arrived at 7:15 p.m.

Dan Schroder was absent.

APPROVAL OF MINUTES

With no changes, the minutes of the July 21, 2009 Planning Commission meeting were approved unanimously (4-0). Ms. Girvin abstained as she was absent on July 21st.

APPROVAL OF AGENDA

With no changes, the August 4, 2009 Planning Commission agenda was approved unanimously (5-0).

CONSENT CALENDAR:

1. Valette Residence Renewal, PC#2009034, 301 South French Street

Ms Girvin: There is nothing in a code that limits the amount of times an applicant can come back for vesting? (Mr. Neubecker: The code doesn't have a limit, but the town can place conditions and limits upon the project for extended vesting in the future.) It seems reasonable to place a limit as a condition for future vesting requests due to the plan not meeting current code requirements such as the heated driveway. In addition, there is a net loss of affordable housing in this project. Mr. Lamb agreed. Ms. Katz questioned if Town Council or the Town Attorney should make a decision on the matter.

Ms. Girvin motioned to call-up the item. Ms. Katz seconded. Ms. Girvin proposed the following condition: "If this residence is not built as proposed within 18 months the project would be required to go back through the Class B process." Mr. Pringle questioned the requirement of the Class B process, but rather to just limit the permit for renewal to 18 months. Ms. Katz agreed. Mr. Lamb noted that the time limit might help to move the project along. Ms. Katz said that the Commission would be sending a message just by limiting the extension of the vesting. Mr. Grosshuesch noted that the applicant has an opportunity to make up for the negative points when they come back in 18 months. Mr. Neubecker noted that because it was a request for the extension of vesting, they are allowed to continue under the rules that applied in 2005. Mr. Grosshuesch noted that the heated driveway policy has not formally changed. Mr. Pringle asked whether or not the request was for extended development rights. Mr. Neubecker said that they are trying to extend their permit for a new 18 months which includes vesting. Planning Commission is willing to extend the permit this time, but would be hesitant to approve an additional vesting permit without updating to meet the new Development Code.

Mr. Allen asked the Commission whether or not there was a motion other than staff's recommendation. No motions were made. Mr. Allen asked if Mr. Neubecker would add a condition. Mr. Neubecker recommended adding text to item 3 in the planning packet, identifying the Commissions concern and hesitancy for future extensions. Ms. Girvin noted that the recommendation was too specific, and Ms. Katz noted that just "sending the message" to the applicant might be better. Mr. Neubecker recommended that the condition be in writing in case the applicant should sell the property.

Ms. Girvin moved to approve Valette Residence Renewal, PC#2009034 along with the findings and conditions as presented in the staff report. Ms. Katz seconded. The motion passed unanimously (6-0).

COMBINED HEARINGS:

1. Valleybrook Site Plan, PC#2009030, 1100 Airport Road

Ms. Puester presented the site plan for the Valleybrook project. The proposal included 38 deed restricted townhomes (24 2-bedroom units and 14 3-bedroom units) and 4 deed restricted 2-bedroom carriage house units in 11 buildings located on a one way road. All units will have 2-car garages. There will also be an associated private open space and a public park and the asphalt bike path which connects to the Summit County bike path recently relocated by CDOT.

Changes from the Previous Worksession

Major changes since the February 17, 2009 Planning Commission worksession review:

- Detailed civil and topographic plans were included.
- Landscape plan has been included.
- The public park and private open space (in center of lot) are smaller.
- Slight shift in building locations due to grades.
- Front elevation of buildings/garage elevation change from side-by-side gable to new design.
- Roof pitches rose from 6:12 to 8:12 to allow for better solar panel placement and roof design.
- The addition of solar panels for 40 out of 42 units.
- Building will be LEED (Leadership in Energy and Environmental Design) Silver compatible.
- Building B elevation has been redesigned.
- Color scheme modification.
- Fence and sound wall design have been included.
- Applicant has included driveway snow plowing as part of the HOA duties.

The applicant has been working with Town staff during the Town project planning process to ensure the proposal abides with the Development Code in all possible ways.

The revisions in the submittal reflected the comments from the Planning Commission at the last worksession along with changes/corrections from the applicants, staff and the Housing Sub-Committee.

This project was classified as a "Town Project" under the Development Code. As such, Section 9-1-27 does not contemplate the normal review and approval process. Instead, it required the Town Council to "consult with and seek the advice and recommendation of the planning Commission in order that the proposed public improvement project shall conform to the Town's master plan and ordinances insofar as practical." At the conclusion of the Commission's review of the proposed project, the Planning Commission was to submit its "recommendations and advice" to the Council.

The Planning Department recommended the Planning Commission uphold the Point Analysis showing a passing score of positive nine (+9) points and approve the Valleybrook Housing Project (Class A, Combined Hearing; PC#2009030), and that on that basis the Planning Commission recommend to the Town Council that the project as currently proposed be approved by the Council. Any additional comments the Commission may have concerning the proposed project will be forwarded to the Town Council along with the Commission's ultimate recommendation concerning whether the project should be approved as currently proposed.

Mr. Chris Auxier presented for Mercy Housing. He presented the design team and vision for the plan, including that the housing units will be for an income level at 120% and 80% AMI. The exteriors have been designed the same for both types of homes, although the interiors differ in finishes. The addition of solar panels, durable materials and public road contribute to the ease and lower cost of maintenance. Focused on livability, including front and back patios, 2-car garages that are 43' deep, incidental space (such as a loft), and open space in the center of the project, connectivity to transit (bus stop addition) and bike path, and storage space in both the garage and attics. The rain gardens in the landscaping contribute to the sustainability. We also worked with a LEED and energy efficiency consultant to ensure sustainability with this project and can obtain a LEED Silver qualification with the solar panels. We determined that solar-PV (photo-voltaic) would be best for this project, but studied other options for energy efficiency such as solar thermal and biomass. Renewable materials, low volatile organic compounds (VOCs) are also included. We worked to hit density while providing enough open space, including the buffering along Airport Road. We hope, while in the field, to save more of the mature as well as smaller existing trees than shown on the plans. The garages were updated to provide a more human scale. We did our best to minimize heat tape, but due to the density on site and unit types, there are some pinch points at the garages. The valleys in those locations will have heat tape and other areas will be pre-wired for it if the need is seen in the future. The driveway length along with the tandem garage with extra room for spacing provides adequate parking space for residents. The berm in the southeast corner will help to screen the sound wall. In addition there is some landscaping along the wall in the 5' space. To place the meter banks on the walls Xcel Energy requires 4' gables, which would pinch the setbacks further and look odd on the building. In addition the length of electric line would increase and would require additional transformers. The proposed solution will not have the meters visible from the road and will be screened by a simple wall and landscaping. We had worked with Namaste Solar (black solar panels) and Bella Energy and Innovative Energy (bluish black panels). The Innovative Energy solution provided 40 units with solar and the system sizes are 1.71-2.2 kilowatt systems. Some of the units will share roof space for the panel placement, and there will be an easement for those.

Mr. Allen opened the hearing to public comment.

Lindsey Shorthouse: Asked if the solar panels were going to be subsidized on the part of the taxpayers? How is it being paid for? Mr. Allen asked that Mr. Auxier address the financial plan as well. (Mr. Auxier noted that the solar is about \$6,500 per unit, net of federal and Xcel Energy rebates which can change so will want to get the application in to Xcel soon. The intention is to put that issue to the Town Council when the final budget is completed. It is a "relief valve" for the project. We will not obtain LEED Silver without the panels, but could likely still achieve a LEED rating. The total hard/soft cost budget is approximately \$12 million. We have \$1 million coming in from the state, as well as other grant sources that we are pursuing. The Town's contribution is about \$2.2 million to cover the gap in addition to the free land. There is about \$8.7 million in sales revenue. We won't know the final cost until final approval.)

Commissioner Questions/Comments:

Mr. Lamb:

Final Comments: I echo what Mr. Bertaux said regarding the 80% AMI. Okay with the garage setback and pan length. I think the landscaping is good. I think that the meter boxes will be okay. We've been trying to define "effective" solar panels, and the amount of kilowatts and money being spent seems effective here. I agree with the point analysis.

Ms. Katz:

Do you have more information for the solar panels? Not concerned with the color of the panels, but more the energy provided to the units. (Ms. Puester provided information on the panels.) (The applicant, Mr. Auxier, noted that they are 2.2 kilowatts and that he would follow up to provide information on the carbon offset.)

Final Comments: I think it is a great job, and also appreciate the 80% AMI. I agree with Mr. Lamb regarding the solar panels being effective. I think that the solar panels are a small cost for a big benefit, and will make a statement about the Town's commitment to affordable housing. Hope that Council approves the money for the solar panels. I recommend approval.

Ms. Girvin:

What is a rain garden? (Mr. Campie with DTJ Design described that the rain gardens are places where the drainage goes and more wet tolerant plants are located there, and the plants and soil helps to filter the storm water drainage. Little water will be retained in the area due to the rocky nature of the site.) Is this intended to be water that is collected on site or from the unit gutters? (Mr. Campie: Both.) Is the landscaping on the town property separate from the Valleybrook site? (Ms. Puester pointed out the location on the plan. Yes it is off site landscaping, but the trees count is included in this plan. There has been a concern of the view from highway 9 so we have allowed the off site landscaping.) How will the folks that live here get to the rec path? (Ms. Puester pointed out the rec path easement will connect to the path on the property along the south side of the project from the roadway to the public park and onto the rec path). I'm disappointed that so much of the existing vegetation will be removed for the detention pond. Are there requirements to maintain the detention pond free of weeds? (Ms. Puester noted that there is a noxious weed policy on the books and that the HOA will be responsible for maintenance of the ponds and landscaping.) Have you thought about a community garden here? (Mr. Campie said that it was discussed, but from a space requirement it didn't fit and it was decided to let the homeowners decide over time. There is one planned on Block 11.) Valleybrook is the name of the cemetery, have you discussed changing the name? The name might come back to haunt you. (Ms. Best: The housing committee determined that the name should be Valleybrook.)

Final Comments: I think this is a very thoughtful project and a great addition to our community. I support recommendation of approval to Council.

Mr. Bertaux: How large is the berm? Will the berm plantings be irrigated? (Ms. Puester: Berm is 2'-5' in height. Irrigation will be used, but there will not be plantings on the Xcel Energy high pressure gas line easement which is why we have allowed them to landscape on the Town's river parcel to the east of the easement.) Is this an approval or a recommendation? (Ms. Puester: As this is a Town project process, the Commission will issue a recommendation that the Town Council approve or deny the project.)

> Final Comments: I have an issue with the meters and the walls, which will be difficult for the meter readers to read if it is screened by landscaping. Thinks that Xcel Energy will not allow for so much screening. I think that the Xcel easement needs to be revegetated with dirt and seed. I appreciate that you are going LEED Silver. How many of the units will be going to the 80%? (Ms. Harrington: 22 units) Thank you for that, it is an underserved section of the community. Thank you for including the snow removal of the driveways by the HOA; that will help. I support the project.

Mr. Pringle:

What kind of vegetation can you put on the Xcel easement? (Ms. Puester: We can plant grass but no trees.) Is there an issue with fences outside the historic district? (Mr. Puester: Not if the master plan locates them and they are approved through the process). Isn't there a better solution than to plan to put heat tapes on the roof? Seems like the design is flawed if it calls for that. (Mr. O'Hara, KTGY Architects: noted that a cold roof was discussed with the town's third party reviewer who didn't think that it would effectively work in this environment. We were still able to achieve our LEED certification with the heat tape because they are not very energy consumptive and a small amount of tape. The heat tape is on a thermostat and timer). (Mr. Auxier noted that it is actually the extruded aluminum panel, not the tape) Is there a cap on resale? What about foreclosure? The Town should protect their investment. (Ms. Harrington: 3% per year or the percentage by which the AMI has changed.) (Lindsey Shorthouse: stated that short sale could be an option as a device before an FHA foreclosure.)

Final Comments: I like the changes to the elevations and layout. I think landscape looks good. I was nervous about the snow plowing and that has been addressed. I recommend Town Council approval. I agree with the point analysis.

Mr. Allen:

Is a variance required for the length of the driveways? How long is 18'? Is it enough? (Ms. Puester: A variance is not required because the code section 9-1-27 does not require variances and allows for exemptions. Ms. Puester presented a street section showing the 14' ROW, 2' pan, and 18' minimum driveway section. A license agreement is required by Public Works and Engineering. There are guest spaces in the right-of-way in Wellington Neighborhood near the greens. Mr. Neubecker stated that 18'is the same length as a parking space.) What is the logic behind the HOA plowing the driveway? Is this something that can be left up to the HOA? I am concerned that the owners won't be able to decide this later and that it should be in the Rules and Regulations, rather than the Covenants. (Ms. Harrington, Mercy Housing: noted that it is now in the declarations, but maybe it could be put in the rules and regulations so that it can be changed). Where is the no overnight parking? (Ms. Harrington noted that it is not allowed in the guest spots during winter months for plowing reasons)

Final Comments: I have a concern with the 18' driveway and think it will hurt the project later on. Give Town Council an analysis of the solar panels and an estimated percentage of energy use, for example 5% of the home's use or 90% of the home's use? If Council does not approve the solar panels, the points for that go away. I do not support putting snow plowing of the driveway in the declarations; it should be the HOA's decision on maintenance issues. It is a great project and I hope you're successful.

Mr. Pringle made a motion to recommend approval the point analysis for Valleybrook Site Plan, PC#2009030, 1100 Airport Road. Mr. Lamb seconded and the motion was approved unanimously (6-0).

Mr. Pringle made a motion to recommend the Town Council approve the Valleybrook Site Plan, PC#2009030, 1100 Airport Road, as presented. Ms. Katz seconded and the motion was approved unanimously (6-0).

WORKSESSIONS:

1. Medical Marijuana (CN)

Mr. Neubecker presented a memo. State law allows the sale of marijuana for medical purposes. Staff wanted to update the Commission on the progress of this issue. There has been an inquiry to open a dispensary in Breckenridge, but we had no zoning or policies in place. Council adopted a 90-day moratorium to give the staff time to research and write a policy concerning these businesses.

Commissioner Ouestions/Comments:

Mr. Lamb: I think that Council has this under control. It seems like something like this is not going to have its

doors open, more of an appointment only type of place due to the number of clients in the County. I

don't see it as a shop with its doors open on Main Street.

Concerned with the idea that the dispensaries cannot be located in the core of town – why not? It is Ms. Katz: hard to compare Colorado with California law and I would encourage people in Breckenridge to get

information from other Colorado chiefs of police. The number of plants is a lot different here than in California. The chief guy in the Front Range is named Warren Edson, and he could provide some good input to the town. We have reasons to not locate dispensaries that cultivate in the core of town due to the odor, but maybe we just restrict cultivation in the town rather than fully restrict the sales. (Mr. Grosshuesch noted that the Town may not be able to regulate this per the state law.) This way we won't restrict dispensaries to one location in the Town. The places need good security, but I don't think that the increase of crime is anything other than robbery which happens everywhere. Signage isn't an issue for these types of uses, and that can be restricted. I will pass on sample

ordinances from other attorneys if I get them.

Ms. Girvin: I ask the Town to not make it so restrictive that it cannot exist in our Town. The need exists to care

for people who are ill. We are being uptight about the image issue; it should be that we provide compassion and care in our community. Second floor commercial buildings seem appropriate. Also I would not compare medical marijuana to liquor. What about bars on Main Street? Kids see those. As far as smells go, we've had complaints about a wood burning pizza oven. Look at the bigger

picture.

Mr. Bertaux: I would not exclude the churches from the 500 foot setbacks.

Mr. Pringle: Do we have any control over who sells it? (Mr. Rossi: Yes, we can create a licensing authority

> similar to the liquor licensing authority, with regulations on who can sell it—we would require background checks and consider previous convictions, etc.) My concern is that if I get a prescription from a doctor, I go to a pharmacy; but I get medical marijuana from whomever? (Ms. Katz noted that you have to purchase from a certified caregiver.) Why can't it be in the pharmacy? (Mr. Neubecker: They might be able to someday, but medical marijuana does not fall into the same category as a pharmaceutical.) Can you sell medical marijuana along with other things, like t-shirts and things like that? (Mr. Neubecker noted that paraphernalia might be sold, but the draft ordinance as he has seen it didn't prohibit sales of t-shirts or things like that.) Why don't you just subject it to the same laws and rules as liquor or prescription drugs? (Mr. Neubecker noted that liquor is federally legal, unlike marijuana which is illegal. They are legally different, and the image is different for many people. It's unlikely that City Market, owned by Kroger, wants to be in the marijuana sales business.) Do you need to have a card to walk in the door or just to buy pot? (Mr. Rossi said that in California there are locations where you must have a card to walk in the door. We can also regulate what they sell in the stores.) If the ordinance passes can you just start walking down the street smoking? (Ms. Girvin: That would not be allowed in the possession ordinance

use and possession", but private use isn't well defined.)

Mr. Allen: Do you mean just Main Street or Ridge where sales would be prohibited, and French also? (Mr. Rossi: We have to address the cultivating issue, and some of our buildings are really close together and odor could be an issue to adjacent buildings) Are they allowed to cultivate? (Mr. Neubecker:

By state law they are allowed to cultivate at their business, which some would do, rather than at their

petition that is currently circulating.) (Greg Morrison, Assistant Police Chief noted that it is "private

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home.) Is this spacing treated differently than a liquor store? (Mr. Neubecker: We don't have any special setbacks in the Development Code about liquor stores.) (Mr. Grosshuesch noted that the store will attract certain clientele that you may not want around children). (Mr. Rossi: We didn't argue with it. We are trying to find a way to balance what the police chief says about potential increased crime with what the other side says which is that there is not.) I agree with Ms. Girvin. From a land use perspective, I think cultivation and dispensing are different issues. Cultivation seems like more of a light industrial use, whereas in commercial use areas it should be just sales. I think security is a huge issue, and if we can, we should mandate requiring people needing a card to get into the store. Possibly we can also eliminate cash sales on site. Signage should be the same rules as everyone else. I think the owners need to represent the medical side rather than the marijuana side. I think hours of operation should be the same as everyone else. Do we have an opportunity to tax it differently? (Mr. Neubecker: No- it is the same as everything else.) (Mr. Rossi: It would have to be voted on by the citizens for a change to the tax rate, per TABOR.)

2. Joint Town Council / Planning Commission Meeting Topics (CN)

Mr. Neubecker presented a memo. Asked the Commission what topics they would like to discuss with the Town Council.

Commissioner Questions/Comments:

Ms. Katz:

Energy. Extending vesting and open ended renewals is a topic from tonight we might talk about, but it might be okay as it is written – need staff advice. I would like to see the Arrabelle project in Vail to see the parking structure and underground deliveries, and it is close by.

Ms. Girvin:

How much time are we going to get with the Council and how much can we accomplish? (Mr. Neubecker: Usually 1.5 hours and we'll make sure to look into it.) I would like to talk about sustainability and energy and also the Neighborhood Preservation Policy. Maybe the Top 10 List. What about doing a field trip before we go meet with Council, because then we'll have some good ideas to discuss? We could go on a one day trip to Boulder or somewhere else?

Mr. Bertaux:

Last time we had only about 20 minutes with the Council. We need more time than that. Solar panels and collecting statistical information of approved projects that determines how much energy savings are actually accomplished with solar panels. Neighborhood Preservation Policy would be a top topic. Forest Health is still an issue, and maybe we could discuss that here instead of on the trip. Landscaping ordinance if that hasn't been passed should be discussed.

Mr. Pringle:

I agree with Mr. Bertaux's comments on energy. I have an issue with "sustainability" and what it can mean.

Mr. Allen:

Over-regulating might be a topic to discuss. Mr. Bertaux explained what we want to discuss for energy.

3. Planning Commission Fall Field Trip Topics (CN)

Mr. Neubecker presented a memo. We are looking into possible topics for the field trip. This trip would likely stay close to home. Maybe Front Range, or we could stay in Breckenridge. Possible date is September 11th, Friday.

Commissioner Questions/Comments:

Ms. Katz:

I don't think we have huge over-arching issues that require a field trip, especially in light of the current financial situation. Neighborhood Preservation sounds good.

Ms. Girvin:

Neighborhood Preservation sounds good. Didn't we talk about Boulder and what they've done with energy?

Mr. Allen:

Neighborhood Preservation sounds good. Boulder would also be a good choice.

TOWN COUNCIL REPORT:

Date 08/04/2009 Page 7

Mr. Rossi: The repeal of the mandatory defensible space went through, and we did a first reading for the voluntary reading of it. Many people attended and it was a lively discussion regarding the emergency basis and insurance. (Mr. Pringle: How does the County face that issue?) It just isn't retroactive and the standards are different. The audience was concerned that the voluntary and mandatory ordinances had things in it that made people upset, such as wildflowers being cut back to 6". We got the voluntary ordinance so that people that wanted to follow it could.

Entrada Development got called up to Council, mainly due to removal of the access to highway 9.

Mr. Allen received a call from Tim Berry (Town Attorney) regarding the code and his vote at a previous meeting. Tim said that the vote has to go the same way the point analysis goes. Mr. Allen's point was that the point analysis can pass with the same vote as the approval. Tim's position is that the approval has to pass unanimously if the point analysis passes. Mr. Neubecker recommended that the Commissioners state that they don't have enough information to approve the project during the point analysis vote. That would explain why they are voting against they point analysis. Mr. Pringle noted that you need to make your point during the preliminary and master plan hearings, because once it comes final it will have a positive point analysis.

ADJOURNMENT The meeting was adjourned at 10:35 p.m.	
The meeting was adjourned at 10.55 p.m.	
	Rodney Allen, Chair

Memorandum

TO: Town Council

FROM: Tom Daugherty, Town Engineer

DATE: August 6, 2009

RE: Public Projects Update

Wellington Neighborhood Path Connection

Paving of the new Wellington Neighborhood Path, connecting Rodeo Dr. to Wellington Rd., is planned as part of our 2009 Asphalt Projects. Embankment and grading of the path has been completed by the Wellington Neighborhood subcontractors. However, Xcel will not allow paving of the path until a License Agreement is finalized between the Wellington Neighborhood HOA (property owners) and Xcel. Staff is waiting for this agreement to be completed.

> MEMO

TO: Mayor & Town Council

FROM: Tim Gagen

DATE: August 5, 2009

RE: Committee Reports

Summit Stage James Phelps No Meeting

The Summit Stage will begin Winter Schedule on Nov. 29, 2009.

The new Fleet Shop construction is underway. The project was re-bid and resulted in a 2 million dollar savings over the original 10.4 million.

Brief discussion of Exterior Bus and Facility Advertising, the BOD does know that Breckenridge is not in favor of outside advertising. No other Towns have commented. The Blue River/Bekadahl Survey is still underway. Twelve new bike racks will be placed in the next 2-3 weeks at high volume bus stops. The racks were partially offset with a grant from the Summit Prevention Alliance.

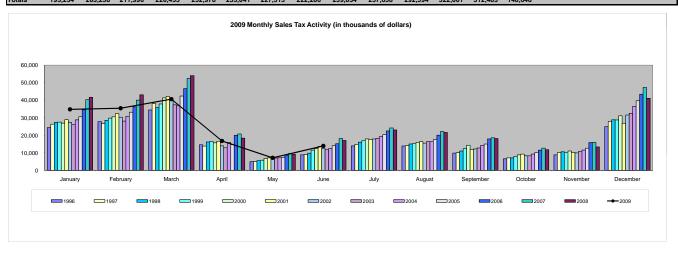
Total Ridership for June: decrease of 23.61% under 2008. Para transit Ridership for June: decrease of 25.00% under 2008. Late night Ridership for June: decrease of 9.58% under 2008. Tax Collections January through May 2009 are down 14.5% under same period collections for 2008 or -\$529,692.

I-70 Coalition Tim Gagen August 5, 2009

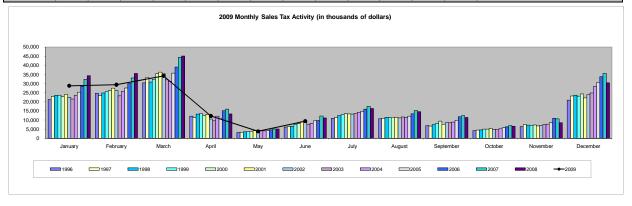
Like many organizations the I-70 Coalition is taking a hard look at its work plan, organizational structure and budget for 2010. Formal action won't be taken until next month but the discussion is to reduce dues and cost by 15%. I have been named chair of the TDM sub-committee and the Board expects a lot of focus and effort in this area for the rest of 2009 and all of 2010.

	Other Meetings	
Police Advisory Committee	Rick Holman	No Meeting
CML	Tim Gagen	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
SCHA	Laurie Best	No Meeting
CAST	Tim Gagen	No Meeting
Public Art Commission	Jen Cram	No Meeting
Wildfire Council	Peter Grosshuesch	No Meeting
Public Arts Commission	Jennifer Cram	No Meeting
CDOT	Tim Gagen	No Meeting
LLA	MJ Loufek	No Meeting

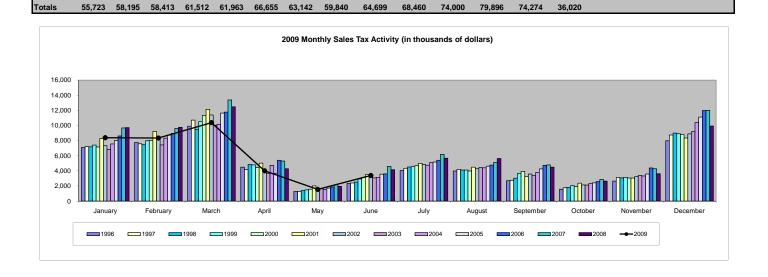
(in Thous	ands of D	ollars)				TA	XABLE S	TOWN OI ALES ANA			SS SECTO	R						
excluding	Undefined	and Utilitie	s categorie	es				Total -	All Cate	gories*								
_	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly 08-09	YTD 2008	YTD 2009	YTD % Chang 08-09
January	24,356	26,315	27,355	27,490	26,938	28,887	27,264	26,117	28,764	30,549	34,589	40,283	41,708	34,799	-16.6%	41,708	34,799	-16.6%
February	27,767	26,667	28,510	29,777	30,510	32,350	30,295	28,093	30,808	33,171	36,236	40,034	43,045	35,407	-17.7%	84,753	70,206	-17.2%
March	34,438	38,037	35,824	37,843	41,307	42,120	40,962	37,377	36,807	42,370	46,603	52,390	53,985	40,602	-24.8%	138,738	110,808	-20.1%
April	14,619	13,809	16,196	16,407	15,702	16,565	13,982	12,868	15,894	14,635	19,963	20,758	18,402	16,782	-8.8%	157,140	127,590	-18.8%
May	4,994	5,024	5,530	5,822	6,816	7,107	6,914	7,028	7,179	7,355	8,661	9,629	9,236	7,133	-22.8%	166,376	134,723	-19.0%
June	8,856	9,093	9,826	11,561	12,400	13,676	12,426	11,774	12,395	14,043	15,209	18,166	17,060	13,925	-18.4%	183,436	148,648	-19.0%
July	13,979	14,791	16,080	16,899	17,949	17,575	17,909	18,273	19,208	20,366	22,498	24,168	23,037	0	n/a	206,473	148,648	n/a
August	13,940	14,145	15,077	15,253	15,994	16,389	15,508	16,362	16,326	17,625	20,071	22,125	21,617	0	n/a	228,090	148,648	n/a
September	9,865	10,099	11,033	12,427	14,310	12,002	12,224	12,778	14,261	15,020	17,912	18,560	18,152	0	n/a	246,242	148,648	n/a
October	6,598	7,120	7,132	7,880	8,876	9,289	8,323	8,311	9,306	10,170	11,544	12,687	11,766	0	n/a	258,008	148,648	n/a
November	8,847	10,173	10,588	10,340	11,069	10,211	9,942	10,780	11,604	12,647	15,877	15,943	13,390	0	n/a	271,398	148,648	n/a
December	24,975	27,965	28,845	28,736	31,107	26,870	31,564	32,525	36,482	39,687	43,431	47,258	41,085	0	n/a	312,483	148,648	n/a
Totals	193.234	203.238	211.996	220,435	232.978	233.041	227.313	222.286	239.034	257.638	292.594	322.001	312.483	148.648				



(in Thous	ands of I	Dollars)				TAX			BRECKE		SS SECT	OR						
						F	Retail-R	estaura	nt-Lod	ging Sι	ımmary	,						
_	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly 08-09	YTD 2008	YTD 2009	YTD % Change 08-09
January	21,263	22,893	23,523	23,629	22,723	24,118	22,465	21,509	23,620	25,240	28,528	32,258	34,333	28,779	-16.2%	34,333	28,779	-16.2%
February	24,673	23,443	24,805	25,532	26,044	27,464	26,258	23,253	25,826	27,553	29,972	33,039	35,504	29,366	-17.3%	69,837	58,145	-16.7%
March	30,343	33,414	30,809	32,254	35,348	36,196	35,344	31,988	31,209	35,705	39,051	44,390	45,086	34,215	-24.1%	114,923	92,360	-19.6%
April	12,182	11,347	13,256	13,579	12,426	13,029	10,587	9,562	12,102	10,773	15,134	16,025	13,329	12,280	-7.9%	128,252	104,640	-18.4%
May	3,167	3,264	3,565	3,610	3,949	4,203	3,950	4,331	4,095	4,179	4,647	5,146	5,096	3,840	-24.6%	133,348	108,480	-18.6%
June	6,174	6,451	6,588	7,513	8,001	9,058	8,619	7,724	8,217	9,568	9,789	12,225	11,184	9,415	-15.8%	144,532	117,895	-18.4%
July	10,950	11,405	12,527	12,944	13,464	13,406	13,292	13,590	14,248	14,766	16,038	17,499	16,323	0	n/a	160,855	117,895	n/a
August	10,738	10,981	11,517	11,352	11,542	11,407	11,174	11,717	11,429	12,122	13,446	15,167	14,587	0	n/a	175,442	117,895	n/a
September	6,966	6,687	7,492	8,160	9,443	7,666	8,513	8,599	8,940	9,897	11,761	12,418	11,465	0	n/a	186,907	117,895	n/a
October	4,232	4,560	4,578	5,049	5,054	5,425	4,991	4,855	5,257	5,824	6,248	6,934	6,623	0	n/a	193,530	117,895	n/a
November	6.426	7.617	7.255	7,122	7.352	6.816	7,174	7.511	7,771	8.557	10.963	10.650	8.544	0	n/a	202.074	117.895	n/a
December	20.928	23,219	23,650	23,124	24,361	22,090	23,901	24,818	28,314	30.619	33,736	35,517	30,337	0	n/a	232,411	117,895	n/a
Totals	158,042	165,281	169,565	173,868	179,707	180,878	176,268	169,457	181,028	194.803	219,313	241,268	232,411	117.895			,	



TOWN OF BRECKENRIDGE TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR (in Thousands of Dollars) **Retail Sales** YTD Actual Actual Actual Actual Actual Actual Actual Actual Monthly Actual Actual Actual Actual Actual Actual Actual Actual 1996 1997 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 % CHG % CHG 2008 2009 7,079 7,205 7,173 7,411 8,271 7,320 6,807 7,545 8,001 8,607 9,707 -13.6% 9,707 8,382 -13.6% 7.753 7.568 7.474 8.024 9.231 8.549 7.418 8.312 8.744 9.756 8.338 -14.5% 19.463 -14.1% February 7.983 8.942 9.607 16.720 9,902 10,702 10,525 12,116 10,028 10,162 11,632 11,774 12,473 10,366 -16.9% 31,936 27,086 -15.2% 9,507 11,337 11,390 13,373 March April 4,481 4,156 4,841 4,789 4,423 5,008 4,105 3,679 4,714 3,678 5,406 5,287 4,277 4,006 -6.3% 36,213 31,092 -14.1% 2.014 1.549 -14.5% 1.263 1.272 1.408 1.492 1.569 1.583 1.626 1,708 1.858 2.165 1.957 1.546 -21.0% 38.170 32.638 2,335 2,391 2,521 2,931 3,135 3,514 3,227 3,062 3,140 3,565 3,589 4,597 4,140 3,382 -18.3% 42,310 36,020 -14.9% June July 4.040 4.336 4.499 4.543 4.678 4.998 4.838 4.732 5,087 5,174 5,403 6,176 5,678 47,988 36,020 n/a 3,981 4,199 3,973 4,492 4,429 4,397 4,620 4,757 5,110 5,620 0 n/a 53,608 36,020 4,109 4,100 4,269 n/a August 3,021 3,671 3,242 3,781 4,249 4,726 58,087 n/a October 1.563 1.759 1.815 2.024 1.908 2.374 2.132 2.127 2.298 2.404 2.591 2.866 2.641 O n/a 60.728 36.020 n/a 2,650 3,108 3,124 3,041 3,057 3,249 3,378 3,326 3,586 4,376 4,267 3,622 64,350 36,020 n/a n/a



December

7.978

8.746

8.985

8.919

8.782

8.338

8.893

9.184

10.388

11.099

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12.000

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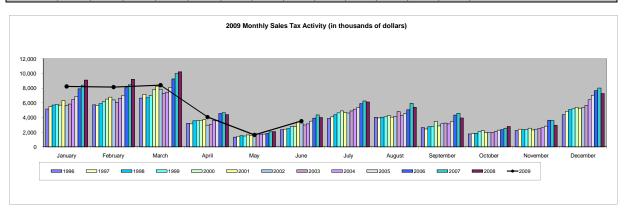
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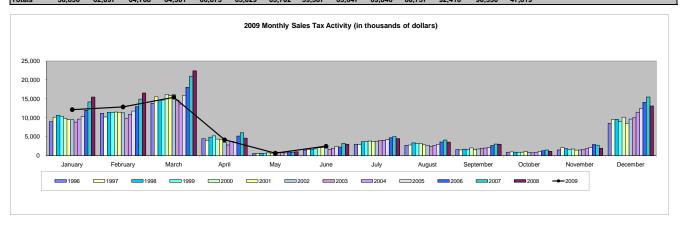
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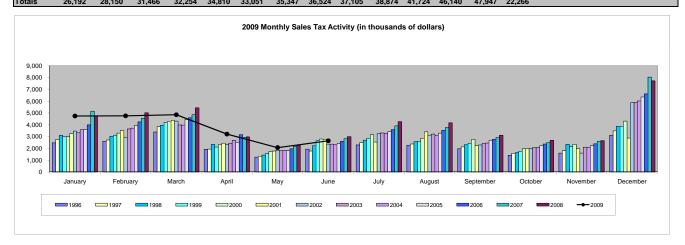
(in Thou	sands of	Dollars)				TAXABI		OWN OF			-	ECTOR						
								Resta	urants/	Bars/								
	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	5,180	5,515	5,723	5,784	5,697	6,300	5,644	5,835	6,425	6,897	7,924	8,414	9,117	8,243	-9.6%	9,117	8,243	-9.6%
February	5,735	5,667	5,880	6,162	6,519	6,783	6,412	6,092	6,637	7,047	8,058	8,467	9,206	8,151	-11.5%	18,323	16,394	-10.5%
March	6,651	7,180	6,688	7,031	7,792	8,258	7,870	7,307	7,413	8,117	9,256	10,015	10,223	8,421	-17.6%	28,546	24,815	-13.1%
April	3,238	3,149	3,548	3,576	3,624	3,706	2,967	3,068	3,595	3,609	4,552	4,678	4,404	4,074	-7.5%	32,950	28,889	-12.3%
May	1,329	1,454	1,541	1,492	1,641	1,590	1,561	1,808	1,746	1,760	1,832	2,058	2,102	1,639	-22.0%	35,052	30,528	-12.9%
June	2,364	2,437	2,488	2,796	2,779	3,413	3,257	2,982	3,136	3,525	3,938	4,370	4,027	3,528	-12.4%	39,079	34,056	-12.9%
July	3,877	4,113	4,380	4,639	4,910	4,675	4,632	4,913	5,138	5,375	5,905	6,249	6,130	0	n/a	45,209	34,056	n/a
August	4,032	3,953	4,056	4,106	4,270	4,068	4,156	4,832	4,302	4,521	5,067	5,933	5,414	0	n/a	50,623	34,056	n/a
September	2,641	2,452	2,770	2,814	3,468	2,860	3,169	3,249	3,138	3,498	4,340	4,585	3,950	0	n/a	54,573	34,056	n/a
October	1,779	1,807	1,870	2,097	2,220	1,959	1,977	1,978	2,100	2,290	2,352	2,564	2,801	0	n/a	57,374	34,056	n/a
November	2,261	2,428	2,364	2,367	2,558	2,307	2,425	2,520	2,624	2,841	3,651	3,593	2,946	0	n/a	60,320	34,056	n/a
December	4,402	4,834	5,076	5,191	5,393	5,275	5,354	5,646	6,428	7,017	7,681	8,028	7,287	0	n/a	67,607	34,056	n/a
Totals	43,489	44,989	46,384	48,055	50,871	51,194	49,424	50,230	52,682	56,497	64,556	68,954	67,607	34,056				



(in Thous	ands of I	Dollars)				TAXAB	-			ENRIDGE BY BUSI	_	CTOR						
							Shor	t-Term	Lodgi	ng								
_	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	9,004	10,173	10,627	10,434	9,877	9,547	9,501	8,867	9,650	10,342	11,997	14,179	15,509	12,154	-21.6%	15,509	12,154	-21.6%
ebruary	11,185	10,208	11,451	11,387	11,501	11,450	11,297	9,743	10,877	11,762	12,972	14,965	16,542	12,877	-22.2%	32,051	25,031	-21.9%
March	13,790	15,532	14,614	14,698	16,219	15,822	16,084	14,653	13,634	15,956	18,021	21,002	22,390	15,428	-31.1%	54,441	40,459	-25.7%
April	4,463	4,042	4,867	5,214	4,379	4,315	3,515	2,815	3,793	3,486	5,176	6,060	4,648	4,200	-9.6%	59,089	44,659	-24.4%
May	575	538	616	626	739	599	806	897	800	711	957	923	1,037	655	-36.8%	60,126	45,314	-24.6%
June	1,475	1,623	1,579	1,786	2,087	2,131	2,135	1,680	1,941	2,478	2,262	3,258	3,017	2,505	-17.0%	63,143	47,819	-24.3%
luly	3,033	2,956	3,648	3,762	3,876	3,733	3,822	3,945	4,023	4,217	4,730	5,074	4,515	0	n/a	67,658	47,819	n/a
August	2,725	2,829	3,352	3,146	3,299	2,847	2,749	2,456	2,730	2,981	3,622	4,124	3,553	0	n/a	71,211	47,819	n/a
September	1,627	1,482	1,701	1,675	2,031	1,564	1,757	1,980	2,021	2,150	2,695	3,050	3,036	0	n/a	74,247	47,819	n/a
October	890	994	893	928	926	1,092	882	750	859	1,130	1,305	1,504	1,181	0	n/a	75,428	47,819	n/a
November	1,515	2,081	1,831	1,631	1,753	1,452	1,500	1,613	1,821	2,130	2,936	2,790	1,976	0	n/a	77,404	47,819	n/a
December	8,548	9,639	9,589	9,014	10,186	8,477	9,654	9,988	11,498	12,503	14,084	15,489	13,126	0	n/a	90,530	47,819	n/a
Totals	58.830	62.097	64.768	64.301	66.873	63.029	63.702	59.387	63.647	69.846	80.757	92,418	90.530	47.819				

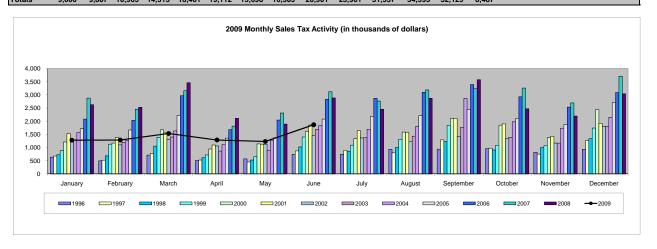


(in Thous	sands of l	Dollars)			Т	AXABLI	TO E REVEN			ENRIDGE BY BUSII	_	ECTOR						
							Gro	ocery/	Liquor	Store	s							
_	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	2,458	2,746	3,104	2,977	2,999	3,242	3,472	3,314	3,570	3,589	3,977	5,149	4,744	4,741	-0.1%	4,744	4,741	-0.1%
February	2,595	2,702	3,020	3,119	3,296	3,501	2,931	3,643	3,714	3,949	4,233	4,536	5,009	4,755	-5.1%	9,753	9,496	-2.6%
March	3,383	3,839	3,960	4,199	4,282	4,366	4,311	3,988	3,968	4,449	4,585	4,844	5,436	4,852	-10.7%	15,189	14,348	-5.5%
April	1,928	1,937	2,325	2,105	2,330	2,441	2,336	2,437	2,682	2,503	3,149	2,920	2,959	3,213	8.6%	18,148	17,561	-3.2%
May	1,256	1,309	1,440	1,558	1,728	1,779	1,836	1,801	1,823	1,806	1,969	2,169	2,246	2,062	-8.2%	20,394	19,623	-3.8%
June	1,940	1,772	2,214	2,648	2,784	2,760	2,352	2,354	2,341	2,392	2,584	2,822	2,990	2,643	-11.6%	23,384	22,266	-4.8%
July	2.283	2.494	2.701	2.862	3.152	2.527	3.253	3,303	3,266	3,414	3,588	3,899	4.264	0	n/a	27.648	22.266	n/a
August	2.266	2.364	2,559	2.587	2,861	3.404	3.117	3,216	3,103	3,292	3,529	3,771	4,161	0	n/a	31,809	22,266	n/a
September	1.959	2,122	2.311	2.430	2.765	2.231	2.284	2.409	2.456	2.671	2.757	2.908	3,113	0	n/a	34.922	22.266	n/a
October	1,407	1.584	1.644	1,748	1.969	1.965	1.990	2,066	2,069	2,239	2,372	2,494	2.673	0	n/a	37,595	22,266	n/a
November	1,407	1,804	2,330	2.152	2,339	1,905	1,597	2,096	2,009	2,214	2,377	2,494	2,647	0	n/a	40.242	22,266	n/a
	,	,		, -	,	,	,					,	,-			-,	,	
December	3,115	3,477	3,858	3,869	4,305	2,865	5,868	5,897	6,017	6,356	6,604	8,028	7,705	0	n/a	47,947	22,266	n/a

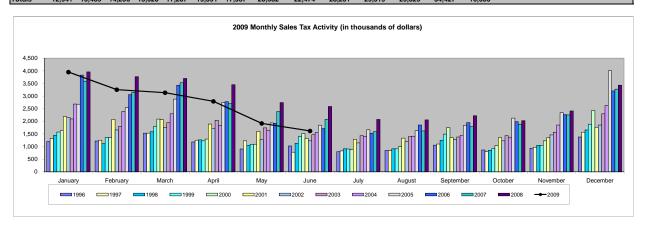


THE TOWN IS AWARE OF INCONSISTENT FILING PRACTICES THAT HAVE NEGATIVELY IMPACTED COMPARISONS FOR THIS SECTOR.

(in Thous	sands o	f Dollar	s)			TAXAE				CKENRI IS BY B		SECTO	R					
									Suppl	lies								
	Actual	Actual 1997	Actual	Actual	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	635	676	728	884	1,216	1,527	1,327	1,294	1,574	1,720	2,084	2,876	2,631	1,279	-51.4%	2,631	1,279	-51.4%
February	499	522	685	1,126	1,170	1,385	1,106	1,197	1,268	1,669	2,031	2,459	2,532	1,286	-49.2%	5,163	2,565	-50.3%
March	712	784	1,055	1,390	1,677	1,558	1,307	1,401	1,630	2,216	2,967	3,156	3,463	1,535	-55.7%	8,626	4,100	-52.5%
April	509	525	615	723	946	1,095	1,059	869	1,110	1,359	1,680	1,813	2,114	1,289	-39.0%	10,740	5,389	-49.8%
May	571	451	525	654	1,139	1,125	1,128	896	1,261	1,370	2,045	2,314	1,894	1,231	-35.0%	12,634	6,620	-47.6%
June	742	870	1,024	1,400	1,615	1,858	1,455	1,696	1,837	2,083	2,836	3,119	2,886	1,867	-35.3%	15,520	8,487	-45.3%
July	746	892	852	1,093	1,333	1,642	1,364	1,380	1,694	2,186	2,872	2,770	2,450	0	n/a	17,970	8,487	n/a
August	936	800	1,001	1,314	1,591	1,578	1,217	1,429	1,794	2,211	3,096	3,187	2,869	0	n/a	20,839	8,487	n/a
September	940	1.290	1,230	1,837	2,102	2,105	1,427	1,770	2,865	2,452	3,394	3,234	3,574	0	n/a	24,413	8,487	n/a
October	959	976	910	1,083	1,853	1.899	1,342	1.390	1.980	2,107	2,924	3,259	2,470	0	n/a	26,883	8,487	n/a
November	819	752	1.003	1,066	1,378	1,425	1,171	1,173	1,737	1,876	2,537	2,693	2,199	0	n/a	29.082	8.487	n/a
December	932	1.269	1,337	1,743	2,441	1,915	1,795	1,810	2,151	2,712	3,091	3,713	3,043	0	n/a	32,125	8,487	n/a
Totals	9.000	9.807	10,965	14,313	18.461	19.112	15,698	16,305	20,901	23,961	31,557	34.593	32.125	8.487	TIV G	32,123	0,701	- IVU



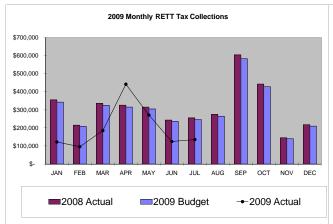
(in Thous	ands o	f Dollars	s)			Т	AXABLE		VN OF BR UE ANAL			S SECTO	R					
									Util	ities								
	Actual 1996	Actual 1997	Actual 1998	Actual 1999	Actual 2000	Actual 2001	Actual 2002	Actual 2003	Actual 2004	Actual 2005	Actual 2006	Actual 2007	Actual 2008	Actual 2009	Monthly % CHG	Actual 2008	Actual 2009	YTD % CHG
January	1,201	1,320	1,446	1,575	1,625	2,191	2,144	2,093	2,684	2,675	3,829	3,591	3,961	3,949	-0.3%	3,961	3,949	-0.3%
February	1,218	1,250	1,121	1,360	1,359	2,075	1,659	1,800	2,391	2,540	3,056	3,149	3,765	3,252	-13.6%	7,726	7,201	-6.8%
March	1,529	1,533	1,591	1,799	2,090	2,067	1,754	1,947	2,299	2,883	3,428	3,525	3,699	3,133	-15.3%	11,425	10,334	-9.5%
April	1,181	1,255	1,262	1,227	1,299	1,894	1,724	2,040	1,827	2,741	2,778	2,694	3,448	2,789	-19.1%	14,873	13,123	-11.8%
May	904	1,226	1,047	1,089	1,091	1,599	1,272	1,740	1,647	1,939	1,926	2,386	2,742	1,915	-30.2%	17,615	15,038	-14.6%
June	1,027	780	1,133	1,402	1,510	1,325	1,228	1,466	1,558	1,846	1,713	2,078	2,588	1,618	-37.5%	20,203	16,656	-17.6%
July	796	830	913	907	880	1,289	1,147	1,427	1,394	1,663	1,529	1,588	2,075	0	n/a	22,278	16,656	n/a
August	844	844	910	913	994	1,336	1,198	1,393	1,408	1,629	1,854	1,621	2,058	0	n/a	24,336	16,656	n/a
September	1,059	1,103	1,249	1,494	1,752	1,354	1,271	1,381	1,435	1,843	1,949	1,792	2,219	0	n/a	26,555	16,656	n/a
October	866	804	854	917	1,039	1,353	1,227	1,429	1,348	2,127	1,987	1,883	2,026	0	n/a	28,581	16,656	n/a
November	935	974	1,049	1,052	1,225	1,348	1,461	1,569	1,856	2,340	2,264	2,251	2,411	0	n/a	30,992	16,656	n/a
December	1,381	1,570	1,661	1,885	2,423	1,760	1,852	2,297	2,627	4,005	3,206	3,271	3,435	0	n/a	34,427	16,656	n/a
Totals	12.941	13.489	14.236	15.620	17.287	19.591	17.937	20.582	22.474	28.231	29,519	29.829	34.427	16.656				

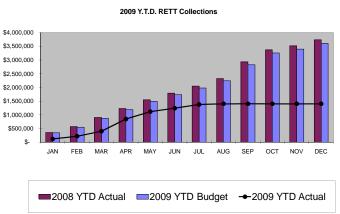


TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS REPORTED IN THE PERIOD EARNED

		200	08 C	ollections				20	09 Budget		20	009 Monthly		2009	Year to Date	
Sales		Tax		Year	Percent		Tax		Year	Percent		% Change	% of		% Change	% of
Period	C	ollected		To Date	of Total	В	udgeted		To Date	of Total	Actual	from 2008	Budget	Actual	from 2008	Budget
JAN	\$	355,179	\$	355,179	9.5%	\$	342,940	\$	342,940	9.51%	\$ 122,245	-65.6%	35.6%	\$ 122,245	-65.6%	3.4%
FEB		215,566		570,745	15.3%		208,138		551,078	15.29%	96,379	-55.3%	46.3%	218,623	-61.7%	6.1%
MAR		336,956		907,701	24.3%		325,345		876,423	24.31%	185.714	-44.9%	57.1%	404,337	-55.5%	11.2%
WAIX		330,330		301,701	24.570		323,343		010,423	24.31/0	105,714	-44.5 /0	37.170	404,551	-33.370	11.270
APR		326,521		1,234,222	33.1%		315,270		1,191,693	33.06%	442,039	35.4%	140.2%	846,376	-31.4%	23.5%
MAY		315,494		1,549,716	41.5%		304,623		1,496,317	41.51%	271,393	-14.0%	89.1%	1,117,770	-27.9%	31.0%
JUN		243,969		1,793,685	48.0%		235,562		1,731,879	48.04%	124,822	-48.8%	53.0%	1,242,591	-30.7%	34.5%
JUN		243,909		1,793,063	40.076		233,302		1,731,079	46.04%	124,022	-40.0 /0	33.0 /6	1,242,591	-30.7 /6	34.3 /6
JUL		255,305		2,048,990	54.9%		246,508		1,978,387	54.88%	135,893	-46.8%	55.1%	1,378,484	-32.7%	38.2%
AUG		274,442		2,323,432	62.2%		264,985		2,243,372	62.23%	24,958	-90.9%	9.4%	1,403,441	-39.6%	38.9%
SEP		604,037		2,927,469	78.4%		583,223		2,826,596	78.40%	-	n/a	0.0%	1,403,441	-52.1%	38.9%
ост		442,830		3,370,299	90.3%		427,571		3,254,167	90.26%	_	n/a	0.0%	1,403,441	-58.4%	38.9%
551		,000		0,0.0,200	33.370		,071		3,234,107	30.2078		,α	J.J /0	1,400,441	55.470	33.370
NOV		145,549		3,515,848	94.2%		140,534		3,394,701	94.16%	-	n/a	0.0%	1,403,441	-60.1%	38.9%
DEC		047.007	•	2 722 705	400.007		040 407		2 005 400	100.000			0.00/	4 400 444	CO 40/	20.00/
DEC	\$	217,937	\$	3,733,785	100.0%	\$	210,427		3,605,128	100.00%	\$ -	n/a	0.0%	\$ 1,403,441	-62.4%	38.9%

August #s are as of 8/4/09







To: Mayor and Town Council Members

From: Director of Communications

CC: John McMahon/BRC, Brett Howard/BSR and Bruce Horii/BRR

Date: August 6, 2009 (for 8.10.09 meeting)

RE: Dew Tour 2009

Background:

The Dew Tour Winter debuted in Breckenridge in December 2008. Over 100 world-class athletes competed for a \$1.5 million prize purse, and featured male and female competitors in snowboarding (slope style and super pipe) and free skiing (slope style and super pipe). It also featured a 'lifestyle' component with an event village in the heart of Breckenridge, and a variety of concerts at the Riverwalk Center.

Media coverage included three hours of live coverage on NBC, two hours of same day coverage on USA and the event was simulcast in 50 countries. Combining the TV, public relations and advertising value, the Dew Tour in Breckenridge brought \$4.85 to \$5.85 million in media value. TV ratings for the Dew Tour were higher than the XGames, with the highest ranking in the 25 to 45 age Male demographic.

The Economic Impact of the Dew Tour in Breckenridge is estimated at over \$760,000 (including athletes, staff, media, volunteers, and attendees). The Breckenridge Ski Resort estimates their direct contribution was over \$500,000, and the lodging partners (Beaver Run, ResortQuest, and Breckenridge Hospitality) provided nearly 500 complimentary room nights, for a total contribution of over \$64,000. The Town of Breckenridge provided approximately \$5,000 in financial support from the Community Branding/Swift Vote account in the Marketing Fund, and over \$15,000 of in-kind support (Riverwalk Center, Public Works, Police, etc. support).

Current Situation:

The Dew Tour would like to return this December as the first stop in the winter tour, fashioned much like last year's successful event. With a better idea of what it takes to make this event sustainable, they requested nearly double the complimentary lodging.

The Breckenridge organizing committee (consisting of BRC Executive Director, BSR Marketing Director and Beaver Run Sales & Marketing Director) has met with various organizations in order to gauge support for this event. The Breckenridge Restaurant Association has committed \$5,000 in cash and strongly supports this event.

The Organizing Committee respectfully requests approximately \$50,000 in cash funding and similar in-kind support from the Town of Breckenridge to secure the Dew Tour for 2009.

Staff and the organizing committee members will have a short PowerPoint presentation at the work session, and will be available to answer questions. Thank you for your consideration.



TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA Tuesday, August 11, 2009 (Regular Meeting); 7:30 p.m.

II APPROVAL OF MINUTES – July 28, 2009 III APPROVAL OF AGENDA IV COMMUNICATIONS TO COUNCIL	Page 24
A. Citizen's Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
B. USPS- Gabriel Benvenuto	
C. BRC Director Report	
V CONTINUED BUSINESS A. SECOND READING OF COUNCIL BILL, SERIES 2009 - PUBLIC HEARINGS* 1. Council Bill No. 23, Series 2009 - AN ORDINANCE ANNEXING A PARCEL OF LAND TO THE TOW BRECKENRIDGE (Entrada – 3.98 acres, more or less) 2. Council Bill No. 24, Series 2009 - AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN DISTRICT 5 (Entrada — 3.98 acres, more or less) 3. Council Bill No. 25, Series 2009 - AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE LEGUIDELINES CONCERNING ACCEPTABLE LAND USES AND INTENSITIES IN LAND USE DISTRICT.	Page 31 N LAND USE Page 34 .AND USE
 4. Council Bill No.26, Series 2009- AN ORDINANCE REPEALING ORDINANCE NO. 15, SERIES 2009, THE "TOWN OF BRECKENRIDGE DEFENSIBLE SPACE ORDINANCE" 5. Council Bill No.27, Series 2009- AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BETOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE", BY ADOPTING PROVICE ALLOWING FOR THE VOLUNTARY CREATION OF DEFENSIBLE SPACE AROUND BUILDINGS ASTRUCTURES WITHIN THE TOWN OF BRECKENRIDGE 	Page 62 RECKENRIDGE ISIONS
VI NEW BUSINESS A. FIRST READING OF COUNCIL BILL, SERIES 2009 –	
1. Council Bill No.28, Series 2009-	
AN ORDINANCE EFFECTIVE JANUARY 1, 2010 REMOVING ALL CRIMINAL PENALTIES UNDER	TOWN LAW
FOR THE POSSESSION OF ONE OUNCE OR LESS OF MARIJUANA AND RELATED PARAPHERNA	
PERSONS TWENTY ONE YEARS OF AGE OR OLDER	PAGE 78
OR	
AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF BRECKENRI SPECIAL TOWN ELECTION TO BE HELD ON	ON OR MOVING ALL MARIJUANA TING FORTH Page 83
B. RESOLUTIONS, SERIES 2009-	
1. A RESOLUTION APPROVING AN ANNEXATION AGREEMENT WITH ENTRADA AT BRECKEI	NRIDGE, INC., A

2. A RESOLUTION APPROVING THE "VALLEYBROOK HOUSING DEVELOPMENT PLAN" UNDER THE TOWN OF

3. A RESOLUTION APPROVING A FORM OF "SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" FOR USE IN CONNECTION WITH FHA-INSURED MORTGAGES AT THE WELLINGTON

NEIGHBORHOOD

C. OTHER – NONE

VII PLANNING MATTERS

A. Planning Commission Decisions of August 4, 2009

COLORADO CORPORATION(Entrada – 3.98 acres, more or less)

BRECKENRIDGE "PUBLIC PROJECTS ORDINANCE"

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Page 134

B. Town Council Representative Report (Mr. Rossi)

C. Call Up Page 148

VIII REPORT OF TOWN MANAGER AND STAFF*

IX REPORT OF MAYOR AND COUNCILMEMBERS*

- A. CAST/MMC (Mayor Warner)
- B. Breckenridge Open Space Advisory Commission (Mr. Joyce)
- C. BRC (Ms. McAtamney)
- D. Summit Combined Housing Authority (Mr. Millisor)
- E. Breckenridge Heritage Alliance (Mr. Bergeron)
- F. Sustainability Committee (Mr. Millisor)
- X OTHER MATTERS
- XI SCHEDULED MEETINGS

Page 196

XII ADJOURNMENT

*Report of Town Manager; Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item

CALL TO ORDER and ROLL CALL

Mayor Warner called the July 28, 2009 Town Council Meeting to order at 7:35 p.m. The following members answered roll call: Ms. McAtamney, Mr. Joyce, Mr. Millisor, Mr. Bergeron, Mr. Rossi, Mr. Mamula and Mayor Warner.

APPROVAL OF MINUTES - July 14, 2009 Regular Meeting

Mayor Warner and Mr. Bergeron had some minor changes to the minutes, all of which were noted and will be corrected, With those changes Mayor Warner declared the minutes were approved.

APPROVAL OF AGENDA

Town Manager commented that there was a new agenda passed out with the correct Council Bill numbers and most current titles

COMMUNICATIONS TO COUNCIL

- A. Citizen's Comments (Non-Agenda Items ONLY; 3 minute limit please)
- 1. Mike McCormick- Recap on Breck Epic- 145 racers. Only 7 campers. Over 300 visitors to community most of who stayed in lodging. Low impact to community. 12 pages of purchased or negotiated media. 19 full pages of print editorials. Main street coverage in Denver Post and other areas. Moved to August of next year. Breck Bike Week- Think it is the Sleeping Giant. Demo was a huge hit but it was still luke warm. Should be a much bigger bike demo next year. Bike fits were booked solid. Tour de France viewing was popular. Media functions were well participated in. Will expand out into more family entertainment. Summit Fat Tire Society has reconvened on the Hidden Gem Wilderness Proposal. Lots of kudos from Town Council to Mike for a job well done.

CONTINUED BUSINESS

- A. SECOND **REA**DING OF COUNCIL BILL, SERIES **2009** PUBLIC HEARINGS**
- 1. Council Bill No.20, Series 2009- AN ORDINANCE APPROVING A MUTUAL EASEMENT AGREEMENT WITH BLUE FRONT OFFICE SUITES, INC., GHW ASSOCIATES, AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO

Tim Berry commented that the ordinance will approve the mutual easement agreement. It is a four way agreement between two developers and the Town and the County. It provides the Town the first right to interest in that parcel. There were no changes from first reading.

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

Mr. Bergeron moved to approve Council Bill No. 20, Series 2009. Mr. Mamula seconded the motion. The motion passed 7-0.

2. Council Bill No.21, Series 2009- AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE <u>BRECKENRIDGE TOWN CODE</u> (Silverthorne House and Carriage Barn–South 60 Feet of Lots 22 and 22½, Snider Addition, and the North 15 Feet of Lot 60 and 61 Bartlett and Shock Addition)

Tim Berry commented that the ordinance designate the two structures as local landmarks. There were no changes from first reading.

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

Ms. McAtamney moved to approve Council Bill No. 21, Series 2009. Mr. Rossi seconded the motion. The motion passed 7-0.

3. Council Bill No.22, Series 2009- AN ORDINANCE AMENDING THE <u>INTERNATIONAL</u> <u>BUILDING CODE</u>, 2006 EDITION, ADOPTED BY REFERENCE IN CHAPTER 1 OF TITLE 8 OF

THE BRECKENRIDGE TOWN CODE, BY ADOPTING BY REFERENCE CERTAIN NEW AND UPDATED STANDARDS PROMULGATED BY THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS CONCERNING ELEVATORS, ESCALATORS, AND SIMILAR FORMS OF CONVEYANCE

Tim Berry commented that the Colorado Legislature passed a bill that requires that this be adopted by the Town. There were no changes from first reading.

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

Mr. Mamula move<mark>d to approve Council Bill No. 22, Series 2009. M</mark>r. Bergeron seconded the motion. The motion passed 7-0.

NEW BUSINESS

A. FIRST READING OF COUNCIL BILL, SERIES 20<mark>09-</mark>

1. Council Bill No. 23, Series 2009- AN ORDINANCE ANNEXING TO A PARCEL OF LAND THE TOWN OF BRECKENRIDGE (Entrada – 3.98 acres, more or less)

Tim Berry commented that earlier this year the Town received a petition to annex this property. The land is eligible for annexation. This ordinance would annex the Entrada Property into the Town of Breckenridge.

Mr. Mamula moved to approve Council Bill No. 23, Series 2009. Mr. Joyce seconded the motion. The motion passed 7-0.

2. Council Bill No. 24, Series 2009- AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 5 (Entrada— 3.98 acres, more or less)

Tim Berry commented that this ordinance would place the annexed land into LUD 5.

Mr. Millisor moved to approve Council Bill No. 24, Series 2009. Mr. Mamula seconded the motion. The motion passed 7-0.

3. Council Bill No. 25, Series 2009- AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE LAND USE GUIDELINES CONCERNING ACCEPTABLE LAND USES AND INTENSITIES IN LAND USE DISTRICT 5

Tim Berry commented that in order to accommodate the Entrada Development in LUD it is necessary to amend the LUD 5 Guidelines.

Mr. Bergeron moved to approve Council Bill No. 25, Series 2009 in the amended version. Mr. Mamula seconded the motion. The motion passed 7-0.

4. Council Bill No.26, Series 2009- AN ORDINANCE REPEALING ORDINANCE NO. 15, SERIES 2009, KNOWN AS THE "TOWN OF BRECKENRIDGE DEFENSIBLE SPACE ORDINANCE"

Tim Berry commented that the ordinance would repeal Ordinance No. 15, the Defensible Space Ordinance. He handed out a revised version form the work session.

Mayor Warner commented that this was only a first reading so the public hearing would take place at the second reading.

Mr. Bergeron moved to approve Council Bill No. 26, Series 2009 in the amended version. Mr. Rossi seconded the motion. The motion passed 7-0.

B. EMERGENCY READING OF COUNCIL BILL, SERIES 2009-

1. Council Bill No.27, Series 2009- AN EMERGENCY ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE <u>BRECKENRIDGE TOWN CODE</u>, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE", BY ADOPTING PROVISIONS ALLOWING FOR THE VOLUNTARY

CREATION OF DEFENSI<mark>BLE</mark> SPACE AROUND BUILDINGS AND STRUCTURES WITHIN THE TOWN OF BRECKENRIDGE

Tim Berry commented that this ordinance would allow property owners to voluntarily create defensible space around their property. The version handed out had several revisions since the work session that he identified.

Mayor Warner opened the public hearing.

Jim Merrick, President of the HOA at the Pines. They have already conformed with the Defensible Space Ordinance. He questioned why we need an ordinance and are the only Town in Colorado that has one.. Tim Gagen commented that it is the unique nature of our development code. There are no standards that allow someone to remove trees without a permit. This allows staff to be able to issue those permits.

Eric Buck commented that we need to think hard about what we want to classify as a unique comment. It doesn't allow for as much public comment and there is only one reading. Classifying this as an emergency doesn't seem to make sense since we are really just going back to how we always did things. If there is not a codified process we may get more voluntary participation. Put rules in the background so it will get higher compliance. He mentioned the implications with insurance.

Gary Fitzgerald commented that he backs up to the Nordic Center and Town property. He supported the use of a task force. He complimented Council on their hard work on this ordinance. Homeowners can not comply with Defensible Space. The arbitrary nature of this as an emergency is having an effect on homeowners being able to get insurance.

Ted Kendrick supp<mark>orted</mark> what Eric, Jim and Gary said. He does not see how it can be voluntary but carry the Emergency tag.

Shed Webster supported the previous comments and also had concerns with the Emergency nature of this.

Gary Green, Fire Chief with RWB, commended the Town Council for their efforts and commented that they will continue to stand by the Town. He is aware that there are hundreds of homeowners who do want to comply with defensible space and who believe in the value of it and they can not move forward until an ordinance such as this is passed allowing them to do so.

Dick Sosphil commented that we can find a task force that could create an environment where Breckenridge is no longer classified as a high fire risk environment. He has had his insurance denied because of this. In terms of the Emergency he questions whether an insurance company will cover you in case of a fire.

Mayor Warner closed the public hearing.

Tim Berry explained the reasoning for the emergency nature of the ordinance. If it is approved as an emergency ordinance it would be effective tomorrow. If it goes to a second reading it will not be put in place until it is published probably close to the third week on August. Tim Berry commented that he does support the idea of a citizen task force. The Council discussed the comments that had been made and made sure they were understanding the ordinance.

An unknown gentleman commented that the Council was going against the publics wishes. Mr. Mamula commented that this was just a temporary solution so that citizens who want to do defensible space can proceed.

Mayor Warner asked for Council comment. Mr. Mamula questioned whether we are causing a problem with insurance companies. Chief Gary Green commented that insurance company rules are across the board. This particular part of Colorado is considered a red zone. They calculate their rates based on that risk. The Council had further discussion. Mr. Rossi questioned whether insurance companies could trump code. Tim Gagen commented that they couldn't. Jay from RWB commented that he is dealing with two situations right now where insurance companies are dropping policies because their standards are higher than what the County or Town are requiring or allowing.

Mr. Millisor commented that he truly believes this is for the safety of our citizens and homes. They have agreed to repeal this ordinance and create a task force. He is amazed that people are upset we are trying to allow citizens the opportunity to defend their property. He will make the decision based on what he feels the safe responsible thing to do is, not based on insurance issues.

Mr. Mamula commented that he does not feel good about jeopardizing anyone's standings with their insurance or with getting paid out if there were a fire. Mr. Rossi agreed with Mr. Mamula. He is feeling like there are people that are having issues with their insurance companies and this could potentially make it worse. He has a fear that there is an unknown. Mr. Bergeron questioned how we find out what insurance companies will do. Mr. Rossi commented that he would rather ere on the side of being safe. Ms. McAtamney commented on the other side of it in that there are many people out there that are at risk of losing their insurance because they can't create defensible space.

Tim Berry commented that maybe we need to sunset this ordinance. Mr. Mamula commented that his concern is still with what the insurance company may do if the house does burn down. There was continued discussion by Council.

Mayor Warner commented that he would allow Eric Buck to comment. Mr. Buck commented that he has the list of people who applied for a class D permit and only 11 of them were under defensible space so there are not hundreds of people lining up. Jen Cram commented that she has gone to inspect hundreds of properties. Council gave their thoughts. Mr. Rossi commented that he was not comfortable with it. Mr. Joyce commented that he would be OK with delaying it if they could do it at the next meeting. Mr. Mamula commented that he was uncomfortable with it. He would like to see something that allows people to work on their property but doesn't put up a red flag. Mr. Bergeron commented that people asked to get it voluntary and now they were doing that and its still not good enough. He commented that he was offended by those who suggested that staff and Council misinformed the public. Mr. Millisor commented that he was willing to pass this on an emergency basis especially since he does not believe we can appease all insurance companies or know what an insurance company will do. Not willing to put people's homes at risk by not passing it. Ms. McAtamney agreed with Mr. Mamula that she too is too conflicted and is OK with waiting a few more weeks. Mayor Warner commented that he agreed with Mr. Bergeron that they had a great conversation with Eric Buck about this and now they are doing wrong again. They will not be able to satisfy all the insurance companies. He was baffled that the insurance issue was coming to them 5 months after this started and was never mentioned before this. He felt there come two weeks from now there will be yet another issue that arises. It is tiring and frustrating when they are trying to do what is best for the community.

Mr. Millisor moved to approve Emergency Council Bill No. 27, Series 2009. There was not a second. The motion failed.

Ms. McAtamney moved to adopt Council Bill No. 28, Series 2009 deleting Emergency in the title, deleting Sections 7, 8, and 9 and striking signature line adopting the ordinance as an emergency. Mr. Joyce seconded the motion. The motion passed 6-1 with Mayor Warner objecting.

C. RESOLUTIONS, SERIES 2009 –

1. A RESOLUTION APPR<mark>OVI</mark>NG AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO CONCERNING COMMERCIAL DRIVER'S LICENSE TESTING

Tim Berry commented that the Ordinance would approve an Intergovernmental Agreement between the Town of Breckenridge and the State of Colorado for the Transit Division to be able to continue testing applicants for their Commercial Driver's License.

Mr. Mamula moved to approve the Resolution, Series 2009. Mr. Joyce seconded the motion. The motion passed 7-0. Mr. Bergeron was not present for the vote.

D. OTHER-

1. Grand Celebration Fire Permit

Ms. McAtamney moved to approve a special permit to allow the Red White and Blue Fire District to host bucket brigade activities on Sunday, August 9 at the Blue River Plaza as part of Breckenridge's 150th anniversary grand celebration. All burning shall comply with the "Open Burning" requirements of Section 307 of the International Fire Code, 2000 Edition. In addition, the Red White and Blue Fire District shall provide an open burning permit from the Red, White & Blue Fire District. Mr. Mamula seconded the motion. The motion passed 7-0.

PLANNING MATTERS

A. Planning Commission Decisions of July 21, 2009

Mr. Mike Mosher, Planning Staff, addressed the Council on their concerns on the Entrada property. Mr. Mamula moved to call up Entrada at Breckenridge Development, PC#2009025, 5-105 Huron Road (CR 450), Entrada at Breckenridge Master Plan, PC#2009024, 5-105 Huron Road (CR 450), Entrada at Breckenridge Re-Subdivision, PC#2009033, 5-105 Huron Road (CR 450). Mr. Rossi seconded the motion. The motion passed 7-0.

Mayor Warner stated the remaining Planning Commission decisions of the July 21, 2009 meeting would stand as presented.

B. Report of Planning Commission Liaison

Mayor Warner had nothing to report.

Mr. Rossi commented that there was an on-going discussion on the landscaping ordinance. Talked about water features. Planning Commission felt they are part of landscaping. Debate about how to judge them on their size. Solar Panel Discussion. People were unsure how to determine how a solar panel will deliver positive points. Mr. Millisor commented that we need to quantify positive points.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen

REPORT OF MAYOR AND COUNCILMEMBERS

- A. **CAST/MMC** (Mayor Warner) CAST meeting will be in Breckenridge. Next MMC meeting is August 6th. CMC opening is August 29. Breck 150 celebration is August 8-10. Commented on several event dates.
 - B. **Breckenridge Open Space Advisory Commission** (Mr. Joyce) There was no meeting.
- C. **Breckenridge Resort Chamber** (Ms. McAtamney) BRC annual meeting and election of officers is tomorrow morning at the Breckenridge Theatre. BRC would like to have a joint meeting related to the Dew Tour.
 - D. **Summit Combined Housing Authority** (Mr. Millisor) There was no meeting.
 - E. Breckenridge Heritage Alliance (Mr. Bergeron)- Nothing to report.
- F. **Sustainability** (Mr. Millisor) Walkability presentation was interesting and there are some great ideas for making the parking.

OTHER MATTERS

Ms. McAtamney commented that she is worried about the chamomile in Town. Mr. Mamula commented on the rudeness of Mark Beiling's staff to local workers who were displaced in terms of parking because of his event. He needs to be more respectful. Mr. Millisor commented on the Pine Beetle ordinance and relooking at it.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:55 p.m.

Mary Jean Loufek, CMC, Town Clerk	John Warner, <mark>May</mark> or	
ATTEST:		
PAGE 6		

TOWN OF BRECKENRIDGE

TUESDAY, JULY 28, 2009

TOWN COUNCIL REGULAR MEETING

EXECUTIVE SESSION CERTIFICATE

Town of Breckenridge)
County of Summit) State of Colorado)
State of Colorado)
John Warner, the duly elected, qualified and acting Mayor of the Town of Breckenridge, hereby certifies as follows:
As part of the Town Council meeting on Tuesday, July 28, 2009 at 6:35 p.m., Mr. Millisor moved to convene in Executive Session pursuant to Paragraph 4(a) of Section 24-6-402, C.R.S., relating to the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; Paragraph 4(b) of Section 24-6-402, C.R.S., relating to conferences with the Town Attorney for the purposes of receiving legal advice on specific legal questions; and Paragraph 4(e) of Section 24-6-402, C.R.S., relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations; and instructing negotiators; and Paragraph 4(f) of Section 24-6-402, C.R.S., relating to personnel matters. Mr. Joyce made the second.
The Mayor restated the motion. The Mayor further stated that the real property that is the subject of the executive session includes a lot in sawmill Station Square, Filing No. 2, Amended, that the Town currently has under contract to purchase.
The conference with the Town Attorney primarily involves a discussion of the Tow's options with respect to the trial court decision in the case of <u>Town of Breckenridge v. Colorado Mountain Media, Co. d/b/a Summit Daily News,</u> but may also include conferences with the Town Attorney on other matters covered by the attorney-client privilege that exists between the Town and the Town Attorney.
The negotiations that are the subject of the executive session involve the Town's water rights and related matters.
The personnel matter that is the subject of the executive session involves the Town Manager's evaluation.
A roll call vote was taken and all were in favor of the motion.
Mr. Millisor moved to adjourn the Executive Session at 7:30 p.m. Ms. McAtamney made the second. All were in favor of the motion.
This certificate shall be included after the minutes of the regular Town Council meeting of Tuesday, July 28, 2009.
John Warner, Mayor
John Warner, Mayor

MEMO

TO: Town Council

FROM: Town Attorney

RE: Entrada Annexation

DATE: August 4, 2009 (for August 11th meeting)

Enclosed with this memo are the following documents related to the proposed annexation of the Etnrada parcel:

1. Annexation Ordinance marked for second reading on August 11th;

- 2. Zoning Ordinance marked for second reading on August 11th;
- 3. Resolution approving Annexation Agreement for adoption on August 11th; and
- 4. Final version of Annexation Agreement (Exhibit "A" to the resolution).

There are no proposed changes to either the Annexation Ordinance or the Zoning Ordinance.

There are three proposed changes to the Annexation Agreement. They are as follows:

- 1. In Section 4.7 of the Agreement (on pages 5-6), language has been inserted making it clear that the allowed uses of the annexed property are for a bank, an office, and for employee housing.
- 2. Also in Section 4.7 the provision concerning the mutual access easement with the Summit Ridge Center has been reinserted. This provision was put back into the Agreement at Council's direction, and should work because of CDOT's indication that the Summit Ridge Center access can remain open and be used as the north entrance/exit to the Entrada development.
- 3. In Section 4.8 (also on page 6) language has been inserted requiring that when the fence along the east side of the property must be replaced, it will replaced with a fence matching the approved fence, or such other fence as the Town may approve.

If there are further changes required to the Annexation Agreement I will make them after the worksession next Tuesday.

The two ordinances and the resolution are all scheduled for action next Tuesday.

FOR WORKSESSION/SECOND READING - AUG. 11

2	
3	NO CHANGE FROM FIRST READING
4 5	COUNCIL BILL NO. 23
6 7	Series 2009
8 9	AN ORDINANCE ANNEXING TO A PARCEL OF LAND THE TOWN OF
10 11	BRECKENRIDGE (Entrada – 3.98 acres, more or less)
12 13	WHEREAS, the Town Council of the Town of Breckenridge has found a Petition For
14 15 16	Annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of Section 31-12-107(1), C.R.S.; and
17 18 19	WHEREAS, after notice as required by Section 31-12-108, C.R.S., the Town Council held a public hearing on the proposed annexation on February 24, 2009; and
20 21 22	WHEREAS, the Town Council has by resolution determined that the requirements of Sections 31-12-104 and 105, C.R.S., have been met; that an election is not required; and that no additional terms or conditions are to be imposed on the annexed area.
23242526	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:
262728	Section 1. The following described parcel of land, to wit:
29 30 31 32 33	Tracts A & B, A Subdivision Exemption Plat of Entrada at Breckenridge, as recorded May 29, 2007 under Reception No. 856500 of the records of the Clerk and Recorder of Summit County, Colorado, such two tracts consisting of 3.98 acres
34 35	is hereby annexed to and made a part of the Town of Breckenridge, Colorado.
36 37 38 39	<u>Section 2</u> . The annexation of the abovedescribed property shall be complete and effective on the effective date of this ordinance, except for the purpose of general property taxes and shall be effective as to general property taxes on and after January 1, 2010.
40 41	Section 3. Within thirty (30) days after the effective date of this ordinance, the Town Clerk is hereby authorized and directed to:
42 43 44 45	A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk of the Town of Breckenridge, Colorado; and

2 NO CHANGES FROM FIRST READING 3 4 5 COUNCIL BILL NO. 24 6 7 Series 2009 8 9 AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE 10 DISTRICT 5 11 (Entrada – 3.98 acres, more or less) 12 13 WHEREAS, the Town has heretofore annexed to the Town the hereafter described parcel 14 of land owned by Entrada at Breckenridge, Inc., a Colorado corporation; and 15 16 WHEREAS, the Town is required by Section 31-12-115(2), C.R.S., to zone all newly 17 annexed areas within ninety (90) days of annexation; and 18 19 WHEREAS, the Town's Planning Commission has recommended that the recently 20 annexed parcel be placed within Land Use District 5; and 21 22 WHEREAS, the Town's Annexation Plan adopted pursuant to Section 31-12-105(1)(e), 23 C.R.S., indicates that the property should be placed in Land Use District 5; and 24 25 WHEREAS, the Town Council finds and determines that the property should properly be 26 placed in Land Use District 5. 27 28 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF 29 BRECKENRIDGE, COLORADO: 30 31 Section 1. The following described real property, to wit: 32 33 Tracts A & B, A Subdivision Exemption Plat of Entrada at Breckenridge, as 34 recorded May 29, 2007 under Reception No. 856500 of the records of the Clerk 35 and Recorder of Summit County, Colorado, such two tracts consisting of 3.98 36 acres 37 38 is hereby placed in Breckenridge Land Use District 5. 39 40 Section 2. The Town staff is hereby directed to change the Town's Land Use District Map to indicate that the abovedescribed property has been annexed and placed within Land Use 41 42 District 5. 43 44 Section 3. This ordinance shall be published and become effective as provided by 45 Section 5.9 of the Breckenridge Town Charter.

FOR WORKSESSION/FIRST READING – AUG. 11

1

Hearing on the Ordinance shall	day of, 2009. A Pu be held at the regular meeting of the Town Council of t
of Breckenridge, Colorado, on t or as soon thereafter as possible	he, 2009, at 7 in the Municipal Building of the Town.
r	
	TOWN OF BRECKENRIDGE, a Colorado municipal corporation
	mumerpar corporation
	By:
	By: John G. Warner, Mayor
ATTEST:	
Mary Jean Loufek, CMC,	
Town Clerk	

1300-41 \New Zone Ordinance (08-03-09) (Second Reading)

FOR WORKSESSION/ADOPTION – AUG. 11 1 2 3 A RESOLUTION 4 5 **SERIES 2009** 6 7 A RESOLUTION APPROVING AN ANNEXATION AGREEMENT WITH 8 ENTRADA AT BRECKENRIDGE, INC., A COLORADO CORPORATION 9 (Entrada - 3.98 acres, more or less)10 11 WHEREAS, Entrada at Breckenridge, Inc., a Colorado corporation, is the owner of 12 certain real property currently located within unincorporated Summit County, Colorado; and 13 14 WHEREAS, Entrada at Breckenridge, Inc., a Colorado corporation, proposes the 15 annexation of its property to the Town of Breckenridge; and 16 17 WHEREAS, the Town and Entrada at Breckenridge, Inc., a Colorado corporation, have 18 come to an agreement with respect to the terms and conditions of the annexation, all as more 19 fully set forth in the proposed Annexation Agreement; and 20 21 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed 22 Annexation Agreement and finds and determines that the approval of the proposed Annexation 23 Agreement would be in the best interests of the Town and its citizens. 24 25 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO: 26 27 28 Section 1. The proposed Annexation Agreement between the Town and Entrada at 29 Breckenridge, Inc., a Colorado corporation, a copy of which is marked Exhibit "A", attached 30 hereto and incorporated herein by reference, is approved, and the Town Manager is authorized, 31 empowered and directed to execute such Agreement for and on behalf of the Town of 32 Breckenridge. 33 34 <u>Section 2</u>. This resolution shall become effective upon its adoption. 35 RESOLUTION ADOPTED AND APPROVED THIS ____DAY OF _____, 2009. 36 37

38

1 2		TOWN OF BRECKENRIDGE, a Colorado municipal corporation
2 3 4		
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5		D
6 7		By: John G. Warner, Mayor
8		John G. Warner, Mayor
9	ATTEST:	
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14 15	Mary Jean Loufek, CMC, Town Clerk	
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17	APPROVED IN FORM	
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21	Torres Attagraps	
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46 47	1300-41\ Annexation Agreement Resolution ((08-03-09)
+ /		

1	Additions To The Draft Reviewed At July 28, 2009 Worksession Are
2	Indicated By Bold + Dbl Underline ; Deletions By Strikeout
3	•
4	ANNEXATION AND DEVELOPMENT AGREEMENT
5	(Entrada)
6	
7	THIS ANNEXATION AGREEMENT ("Agreement") is dated, 2009
8	and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (" <i>Town</i> ")
9	and ENTRADA AT BRECKENRIDGE, INC., a Colorado Corporation ("Owner").
10	
11	WHEREAS, Owner owns the real property defined as the "Property" in Section 1 of this
	Agreement; and
13	
12 13 14 15	WHEREAS, Owner proposes the annexation of its property to the Town; and
15	
16	WHEREAS, the Town has determined that it would be in the best interest of the public
17	health, safety, and welfare of its citizens to impose certain terms and conditions on the Owner in
18	connection with the annexation of Owner's property to the Town; and
19	
20	WHEREAS, Owner and Town have come to an Agreement with respect to the terms and
21	conditions of the annexation of the Owner's property to the Town, all as more fully set forth in
22 23 24 25	this Agreement.
23	
24	NOW, THEREFORE, in consideration of the recitals, promises, and covenants contained
25	herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby
26	acknowledged, the parties agree as follows:
27	
28	1. DEFINITIONS. As used in this Agreement, unless the context clearly requires
29	otherwise:
30	"Act" means Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.,
31	as from time to time amended.
32	as from time to time amended.
33	"Annexation Ordinance" means the ordinance adopted by the Town Council of the
34	Town of Breckenridge pursuant to the Municipal Annexation Act of 1965 (Section 31-
35	12-101, et seq., C.R.S.) officially annexing the Property to the Town of Breckenridge.
36	12 To 1, or so q.1, circusty announcing the Troperty to the Town of Brochemitage.
37	"Annexation Petition" means the petition filed by Owner seeking annexation of the
38	Property to the Town.
39	1 7
40	"Annexation Surcharge" means a general annexation fee normally paid to the Town as
41	part of an annexation in lieu of the transfer of raw water to the Town by the annexing
12	party.

1	"Applicable Town Ordinances" means all ordinances of the Town regulating the
2	development, subdivision and use of the Property, as in effect from time to time. Such
2 3	ordinances include, but are not limited to, the Town's: (i) Development Code, (ii) Street
4	Standards, (iii) Drainage Ordinance, (iv) Flood Prevention Ordinance, (v) Water Quality
5	Ordinance, (vi) Subdivision Ordinance, (vii) Building, Technical and Construction
6	Codes, (viii) ordinances concerning annexation/water surcharges, (ix) ordinances and
7	resolutions concerning payment of fees, (x) ordinances concerning public dedications;
8	and (xi) all other applicable Town ordinances, resolutions, regulations and policies.
9	
10	"Commercial Tract" means the portion of the Property to be developed by Owner as
11	provided in Section 4.7.
12	
13	"Development Code" means the Town of Breckenridge "Development Code" codified as
14	Chapter 1 of Title 9 of the <u>Breckenridge Town Code</u> .
15	
16	"Effective Date" means the date that this Agreement becomes effective as provided in
17	Section 3.1
18	
19	"General Plan of Development" means the general conceptual plan for the development
20	of the Property as shown on Exhibit "A".
21	
22	"Initial Subdivision of the Property" means: (i) the division of the Property into the
23	Commercial Tract, the Mini-Storage Tract, and the Town Tract as shown on the General
24	Plan of Development; and (ii) the division of the Commercial Tract into two lots of equal
25	size; and (iii) the initial condominiumization of the Commercial Tract of each building
26	located on the Commercial Tract at Owner's election.
27	
28	"Legal Challenge" means that either: (i) a third party commences a legal proceeding
29	request for reconsideration pursuant to Section 31-12-116, C.R.S., or other action that
30	directly or indirectly challenges the Annexation Ordinance; or (ii) a third party submits a
31	petition for a referendum seeking to reverse or nullify the Annexation Ordinance.
32	
33	"Master Plan" means a plan for the development of the Commercial Tract and the Mini-
34	Storage Tract approved by the Town as described in Section 4.5.
35	
36	"Mini-Storage Tract" means the portion of the Property to be developed by Owner as
37	provided in Section 4.8.
38	
39	"Owner" means Entrada at Breckenridge, Inc., a Colorado Corporation, its successors
40	and assigns, and all other subsequent owners of the Property.
41	
42	"Property" means Tracts A & B, A Subdivision Exemption Plat of Entrada at
43	Breckenridge, as recorded May 29, 2007 under Reception No. 856500 of the records of
44	the Clerk and Recorder of Summit County, Colorado, such two tracts consisting of 3.98
45	acres.

1						
2		"Tow	"Town Tract" means the middle lot following the Initial Subdivision of the Property			
3		(consi	(consisting of at least 1.326 acres, unless otherwise agreed to by the Town) that is to be			
4		conve	conveyed by Owner to Town pursuant to Section 4.11.			
5						
6		"Trai	nsferable Development Right" has the meaning provided in that			
7			governmental Agreement Between the Town of Breckenridge and the Board of			
8			by Commissioners of Summit County, Colorado Concerning Transferred			
9			opment Rights", dated July 11, 2000, and any amendment or replacement			
10			ment (hereinafter referred to as "TDR").			
11		υ				
12	2.	ANN	EXATION. The Property will be annexed to the Town. Annexation of the Property			
13			e in accordance with the terms and conditions of the Annexation Petition; this			
14			ement; the Colorado Municipal Annexation Act of 1965, as amended (Section 31-			
15		_	1, et seq., C.R.S.); and the Applicable Town Ordinances.			
16	3.	EFFE	ECTIVE DATE.			
17		3.1	Effective Date Defined. The Effective Date of this Agreement is the date on			
18			which the last of the following conditions precedent has been satisfied:			
19			(a) this Agreement has been signed by both the Town and the Owner;			
20			(b) the Town has approved the Master Plan; the Initial Subdivision of the			
21			Property; and the initial site specific development plan(s) for the			
22			development of the Commercial Tract and Mini-Storage Tract all as			
23			described in Section 4, and no action of any type challenging such			
24			approvals has been filed within the time allowed by law;			
25			(c) The Town ordinance amending the Land Use District 5 Guidelines to			
26			make mini-storage and bank uses "acceptable" service commercial uses in			
27			Land Use District 5 has become effective. Such action is necessary in			
28			order to cause the development of the Commercial Tract and the Mini-			
29			Storage Tract pursuant to this Agreement to: (i) meet Policy 2/Absolute			
30			(Land Use Guidelines) of the Development Code; and (ii) justify an			
31			assessment of zero negative points under Policy 2/Relative (Land Use			
32			Guidelines) of the Development Code; and			
33			(d) The Town ordinance amending the Land Use District 5 Guidelines to			
34			eliminate required parking for the mini-storage facility on the Mini-			
35			Storage Tract (but not to eliminate required parking for any office located			
36			the Mini-Storage Tract) has become effective.			
37		3.2	No Recording Prior to Satisfaction of Conditions. Until all of the conditions			
38			precedent set forth in Section 3.1 have been satisfied, none of the items described			

in Section 31-12-113(2)(a)(II)A, C.R.S., will be recorded.

1 4. INITIAL ZONING; DEVELOPMENT OF THE PROPERTY. 2 **Initial Land Use District Designation**. Upon annexation the Property will be 4.1 placed in Land Use District 5. 3 4 4.2 Density. 5 (a) Density for the buildings proposed on the Commercial Tract and Mini-6 Storage Tract pursuant to Exhibit A will be calculated using the total 7 square footage of the Property as a whole, which is 173,272 square feet, 8 and not based on the buildings as they relate to the individual tracts and 9 the subdivided lots on which each respective building is situated. 10 (b) Density on the Commercial Tract and the Mini-Storage Tract will not 11 exceed a combined total of 41,280.4 square feet No increase in density 12 above 41,280.4 square feet is allowed without the Town's express consent. 13 (c) A maximum of 15,030.4 square feet of office/commercial density may be developed on the Commercial Tract; and a maximum of 26,250 square 14 feet of mini-storage density may be developed on the Mini-Storage Tract. 15 16 (d) Owner's use of density is subject to the Town's right to review and 17 approve such use as part of the Town's land use review process for the Commercial Tract and Mini-Storage Tract. 18 19 (e) Pursuant to Section D of Policy 3 (Absolute) of the Development Code, 20 because the Property is located outside of the Town's Conservation 21 District a maximum of ten percent (10%) of the total combined density for 22 the Commercial Tract and the Mini-Storage Tract shall be excluded from 23 the calculated density if such excluded density is used to construct 24 "employee housing" as defined in the Development Code. 25 (f) The affordable housing development which the Town intends (but is not required) to construct on the Town Tract does not require any density. 26 27 4.3 **General Plan of Development**. The Property will be developed generally in 28 accordance with the General Plan of Development attached hereto as Exhibit A, 29 unless otherwise agreed to by both parties. However, both parties acknowledge 30 that additional planning, evaluation, and design will be necessary before a final 31 plan for improvements, roads, utilities, and other public improvements can be prepared and a subdivision plat filed. Such additional planning, evaluation, and 32 33 design will be done as part of the Town's land use review process described in this Section 4. 34 35 4.4 Land Use Review Process Pending Annexation. In accordance with the 36 authority provided by Section 31-12-116, C.R.S., the Owner's proposed

- subdivision of the Property and development of the Commercial Tract and the Mini-Storage Tract will be processed by the Town during the annexation process. However, as provided by law, Owner and Town acknowledge that final approval of the Initial Subdivision of the Property and the development of the Commercial Tract and Mini-Storage Tract cannot become effective prior to the date when the Annexation Ordinance is passed on final reading.
 - 4.5 **Master Plan; Site Specific Development Plans**. The initial development of the Property will be subject to a Master Plan to be approved pursuant to Policy 39 of the Development Code, as well as the site specific development permits for the Initial Subdivision of the Property and the initial development of the Commercial Tract and the Mini-Storage Tract. The Master Plan will include all provisions required by law to be included in a master plan, and in addition will provide that the density for the Mini-Storage Tract may not be converted to use for any purpose other than mini-storage without the Town's discretionary (non-governmental) approval. Such restriction will survive the termination or expiration of the Master Plan and will be fully enforceable thereafter.

4.6 **Initial Subdivision of the Property**.

- (a) Prior to any development the Property will initially be subdivided into three tracts of approximately equal size as generally depicted on the General Plan of Development. The Commercial Tract will simultaneously be re-subdivided into two lots of equal size, each containing one site for each of the two buildings that are to be constructed on the Commercial Tract as generally depicted on the General Plan of Development.
- (b) The Town is responsible for processing the application for Initial Subdivision of the Property. The Town will pay all expenses incurred in connection with such process; provided, however, that Owner will pay the cost of the required survey and the subdivision plat for the Initial Subdivision of the Property. Owner will provide any reasonable assistance required in processing the Initial Subdivision of the Property.

4.7 **Development of Commercial Tract**.

(a) The Commercial Tract is the western lot abutting Highway 9 as shown on the General Plan of Development. It will consist of two buildings, the zoned for commercial/uses of which are: bank, office useand employee housing. The Commercial Tract will be resubdivided into two lots of equal size. One building will be located on each resubdivided lot. Subject to the purchase of additional density as described in Section 4.10, Owner may develop a maximum of 7,264 gross square feet of density on lot 1 of the Commercial Tract and a maximum of 7,764.4 gross square feet of density on lot 2 of the Commercial Tract. The development of the

1 2		Commercial Tract is subject to the Town's right to review and approve the proposed development as part of the Town's land use review process.
3 4 5		(b) As part of the initial subdivision of the Commercial Lot Owner will provide proof of the existence of a mutual access easement with the Summit Ridge Center that is acceptable to Town.
6 7 8 9 10 11		(c) (b) As part of the Town's land use review of the proposed development of the Commercial Lot, Owner will provide, at its sole expense, a study conducted by a qualified consultant acceptable to the Town of the traffic impacts associated with its proposed development of the Commercial Lot and the Mini-Storage Lot. Owner will comply with the recommendations of the traffic study if required by the Town.
12	4.8	Development of Mini-Storage Tract.
13 14 15 16 17 18 19		(a) The Mini-Storage Tract is the eastern lot as shown on the General Plan of Development. It will contain three mini-storage buildings and a small office. Subject to the purchase of additional density as described in Section 4.10, Owner may develop a maximum of 26,250 gross square feet of density on the Mini-Storage Tract. The development of the Mini-Storage Tract is subject to the Town's right to review and approve the proposed development as part of the Town's land use review process.
20 21 22 23 24 25 26 27		(b) The Master Plan may include a proposal for the construction of a security fence along 3 sides of the Mini-Storage Tract, the height of which shall not exceed 8 feet, and barbed wire may be placed on top of the north and east fences only. When the fence along the east property line of the Property existing as of the date of this Agreement must be replaced, it will be replaced with a fence matching the Town-approved fence to be installed along the perimeter of the remainder of the Property, or such other type of fence as may be approved by the Town.
28 29 30 31 32	4.9	Shared Curb Cut . There will be a shared curb cut access for the Mini-Storage Tract and the Town Tract along the southerly side of the Property in a location to be determined as part of the Town's formal land use review process. In connection with the shared curb cut, each party will provide appropriate easements to the other party to allow use of the shared curb cut.
33 34 35 36 37 38	4.10	Transferable Development Rights . Town will provide to Owner at Town expense 6.626 TDRs for Owner's use in developing the Commercial and Mini-Storage Tract. The transferable development rights will be provided by the Town when required for the proposed development. Owner shall be responsible for the purchase of any TDRs required to construct more than 41,280.4 square feet on the Commercial and Mini-storage Tracts, subject to Section 4.2(b).

1 4.11 **Conveyance and Development of Town Tract.** 2 The Owner will convey the Town Tract to the Town contemporaneously (a) 3 with the recording of the initial subdivision plat of the Property as 4 described in Section 4.6 with the Summit County Clerk and Recorder's Office. The Owner will transfer the Town Tract to the Town without 5 6 payment of monetary consideration to the Owner by the Town. Such 7 conveyance will be made by general warranty deed in a form acceptable to 8 the Town Attorney, and, unless otherwise agreed by the Town, will be 9 made free and clear of all liens and encumbrances, except for the lien of the general property taxes for 2008 and subsequent years. 10 (b) 11 The Town may (but is not required to) use the Town Tract for the development of affordable housing or for such other use as the Town in its 12 13 discretion may determine. 14 (c) The Town will provide the Owner with a copy of the Town's proposed 15 plan for the initial development and use of the Town Tract; provided, however, that Owner will have no right to approve the Town's plan for the 16 initial development and use of the Town Tract, and the Town may proceed 17 18 with its plan for the initial development and use of the Town Tract without obtaining the approval or consent of Owner. 19 20 4.12 Development Review, Building, Impact, and Permitting Fees. 21 (a) The Town waives all building, development, impact and permitting fees of any type associated with: 22 23 the Master Plan as described in Section 4.5; (i) 24 (ii) Initial Subdivision of the Property as described in Section 4.6; 25 (iii) the initial development of both the Commercial Tract and the Mini-Storage Tract and the construction of any buildings thereon 26 27 as described in Sections 4.7 and 4.8 and depicted in Exhibit A 28 hereof: and 29 (iv) the initial condominium conversion of the Commercial Tract or 30 each building located on the Commercial Tract individually, 31 provided the condominium conversion is initiated within two years of the date of the issuance by the Town of the first certificate 32 33 of occupancy for either of the buildings to be located on the Commercial Tract. 34 35 (b) The waiver described in subsection (a) applies only to the development of the Commercial Tract and Mini-Storage Tracts as described in this 36

1 2 3 4 5 6 7		Commodevelo occurro both (3) bu	ement, and does not apply to any other resubdivision of the mercial Tract or the Mini-Storage Tract, or to any subsequent opment of either the Commercial Tract or the Mini-Storage Tract ring after certificates of occupancy have been issued by the Town for of the buildings to be located on the Commercial Tract and the three hildings to be located on the Mini-Storage Tract pursuant to Exhibit either:
8 9 10		(i)	Owner or Owner's successor in interest proposes a substantial modification to the Town- approved development permit for the initial subdivision and development of the Property; or
11 12 13 14 15 16		(ii)	the vested property rights for the Town-approved development permit for the initial subdivision and development of the Property expire without the Property being subdivided and fully developed in accordance with such permit, or the vested property rights for the initial subdivision and development of the Property pursuant to the Town-approved development permit are proposed to be extended by the Owner or the Owner's successor in interest,
18 19			he Town may require a modification of the waiver(s) provided for in ction (a) of this Section.
20 21	(c)		Yown will pay for all personnel and professional fees it incurs in wing the land use applications for:
22		(i)	the initial Master Plan as described in Section 4.5;
23		(ii)	the Initial Subdivision of the Property as described in Section 4.6;
24 25 26		(iii)	the initial site specific development permits for the Commercial Tract and the Mini-Storage Tract as described in Sections 4.8 and 4.8; and
27 28		(iv)	the initial condominium conversion of the buildings to be located on the Commercial Tract.
29 30 31 32		Town involv	section is to be liberally construed so as to ensure that Owner pays no fees of any kind for the initial entitlement and permitting process wed in the initial development of the Commercial Tract and the Minige Tract as described in this Agreement other than:
33 34		(i)	all fees associated with Owner's TDRs as described in Section 4.10;
35		(ii)	the cost of Owner's own consultants; and

1 (iii) the cost of preparing the survey and subdivision plat required for 2 the Initial Subdivision of the Property, and the cost of the 3 preparation of any survey and subdivision plat required in 4 connection with the initial condominium conversion of the 5 Commercial Tract, or the buildings to be located on the 6 Commercial Tract, as determined by Owner. 7 4.13 **Compliance with Town Ordinances.** Upon annexation of the Property to the 8 Town, subdivision and development of the Commercial Tract and the Mini-9 Storage Tract will conform in all respects with the Applicable Town Ordinances. 10 4.14 **No Obligation to Develop.** Owner has no obligation to develop all or any portion of the Commercial Tract and Mini-Storage Tract, and will have no 11 12 liability to the Town or any other party for its failure to develop all or any part of 13 such properties. Owner and the Town contemplate that the Commercial and 14 Mini-Storage Properties will be developed as market conditions dictate and 15 allow. OWNER'S RIGHT TO PREVENT ANNEXATION. 5. 16 17 5.1 If Owner is not satisfied with the results of the Town's land use approval for 18 either the Commercial Tract or the Mini-Storage Tract (or both), Owner may withdraw the entire Annexation Petition up to the time of the final adoption of the 19 20 Annexation Ordinance. To cause withdrawal of the Annexation Petition Owner 21 must provide written notice of withdrawal to Town in the manner provided in 22 Section 18.8. 23 5.2 Upon Town's receipt of Owner's timely notice of withdrawal of the Annexation 24 Petition, Town will terminate all proceedings to annex the Property to the Town. 25 5.3 If Town does not receive written notice of withdrawal of the Annexation Petition 26 prior to the time of the final adoption of the Annexation Ordinance, Owner will 27 have irrevocably waived the right to withdraw the Annexation Petition. UTILITY SERVICE AND PUBLIC IMPROVEMENTS. 28 6. 29 **Extensions of Utility Services and Public Improvements.** 6.1 30 Except as provided in Section 10 concerning the fees for connecting to the (a) 31 Town's public water system, Owner will pay all costs of acquiring, designing, constructing and connecting all public improvements and utility 32 33 services necessary to serve the Commercial Tract and the Mini-Storage 34 Tract, which may include some of the following: parking, curbs, gutters, sanitary and drainage sewers (including, but not limited to, sewer tap 35 fees), water, lighting, electricity, telephone, gas, and fiber optics, all in 36

1 accordance with applicable Town or utility provider standards and 2 specifications. 3 (b) Owner will dedicate to the Town and applicable utility providers, without 4 charge, and free and clear of all liens and encumbrances, those easements 5 and rights-of-way necessary for installation and maintenance of all utility 6 lines and other public improvements required for the development of the 7 Commercial Tract and the Mini-Storage Tract. Upon request Owner will 8 also convey the Owner's utility improvements to the appropriate utility 9 provider upon completion and acceptance of the improvements. 10 Owner and the Town will work together on installing utility infrastructure (c) to the greatest extent possible to efficiently install the utilities in the most 11 12 cost effective manner. 6.2 13 **Reimbursement For Improvements**. Pursuant to Section 9-2-3-7 of the Breckenridge Town Code, Owner may be eligible for reimbursement from future 14 15 connector(s) to the public improvements and utility services described in Section 6.1 which are extended by Owner to the Commercial Tract and the Mini-Storage 16 17 Tract. Any claim for reimbursement will be subject to the provisions and 18 requirements of Section 9-2-3-7 of the Breckenridge Town Code. Nothing in this Section limits the legislative authority of the Town to amend or repeal Section 9-19 2-3-7 after the Effective Date. 20 21 7. PUBLIC DEDICATIONS. 7.1 22 Owner will make those utility dedications described in Section 6.1. 23 7.2 Owner will dedicate to the Town an 8 foot easement along the southern-most 24 boundary of the Property adjacent to and paralleling CR 450 along the entire length of the Property for purposes of constructing a pathway as depicted on the 25 26 General Plan of Development. 27 7.3 The Town agrees that no further exactions or dedications, except as expressly stated in this Agreement, shall be required as part of the development of the 28 29 Commercial and Mini-storage Tracts. The Town further agrees to waive any 30 open space requirements or any fees in lieu thereof in association with the 31 subdivision and/or development of the Commercial and Mini-Storage Tracts. 32 7.4 The Town is responsible for the design, construction, and maintenance of all improvements of any kind, including the costs associated therewith, to or situated 33 34 on dedicated land, including, but not limited to, the pathway, affordable housing 35 or other improvements, parking lots, curbs, gutters, sanitary and drainage sewers, lighting, and utility extensions necessary to serve the Town Tract. 36

1 2 3		7.5 Owner agrees to convey to the Town by appropriate conveyance document acceptable in form and substance to the Town Attorney any and all rights it has in the Dowdy Well.		
4 5	8.	ANNEXATION SURCHARGE . No annexation surcharge is required to be paid to the Town in connection with the annexation of the Property.		
6 7	9.	NO COST BENEFIT ANALYSIS. The Town agrees that Entrada shall not have to complete a cost benefit analysis as part of its application for annexation to the Town.		
8 9 10 11 12 13 14 15 16 17	10.	WATER CHARGES. The Town waives all water tap fees (called water "Plant Investment Fees" under the Town ordinances) for the Commercial Tract and Ministorage Tract. As required by Section 12-4-9(A) of the <u>Breckenridge Town Code</u> the Town finds that Owner's development of the Property (including the conveyance of the Town Tract to the Town) will provide a substantial public benefit justifying the waiver of the Plant Investment Fees. Owner, its successors and assigns, will pay for water service delivered by the Town to the Commercial Tract and the Mini-Storage Tracts as the thencurrent in-Town water rates. Water users on the Commercial Tract and Mini-Storage Tract are subject to all rules, regulations and ordinances pertaining to the Town's water utility system, including all future amendments.		
18 19 20 21 22	11.	VESTED PROPERTY RIGHTS. Upon Final Approval, Owner waives all vested property rights existing on the Property prior to its annexation to the Town. Further, nothing contained in this Agreement constitutes a vested property right for the Property. Owner will be entitled to vested property rights as provided in Section 9-1-17-11 of the Breckenridge Town Code, or such other vested rights as may be provided by law.		
23	12.	REPRESENTATIONS AND WARRANTIES.		
24 25		12.1 Representations and Warranties by the Town . The Town represents and warrants to Owner as follows:		
26 27 28		(a) The Town is a Colorado home-rule municipality and has the power to enter into, and has taken all actions to date required to authorize, this Agreement and to carry out its obligations under this Agreement;		
29 30 31 32		(b) The Town knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Town or its officials with respect to this Agreement that has not been disclosed in writing to the Owner;		
33 34 35 36 37		(c) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not conflict with or contravene any law, order, rule or regulation applicable to the Town or to the Applicable Town Ordinances or any other Town ordinances;		

ENTRADA ANNEXATION AND DEVELOPMENT AGREEMENT

- (d) This Agreement constitutes a valid and binding obligation of the Town, enforceable according to its terms. In accordance with Section 13, the Town will defend the validity of this Agreement in the event of any litigation arising under this Agreement naming the Town as a party or challenging the authority of the Town to enter into or perform its obligations under this Agreement. Should the foregoing representation and warranty of the Town prove to be inaccurate, in whole or in part, such inaccuracy will constitute a material default or breach by the Town under this Agreement. The Town recognizes that the Owner intends to commence construction and expend substantial monies in reliance upon the accuracy of the representation and warranty of the Town as set forth in this Subsection 12.1(d), but Owner acknowledges that it proceeds at its own risk until such time as the Annexation Ordinance is approved.
 - 12.2 **Representations and Warranties by the Owner**. The Owner represents and warrants to the Town as follows:
 - (a) The Owner is duly organized, validly existing corporation and in good standing under the laws of the State of Colorado; is qualified to do business in the State of Colorado; and has the legal capacity and the authority to enter into and perform its obligations under this Agreement;
 - (b) The Owner knows of no litigation, proceeding or investigation, or threat of any of the same, contesting the powers of the Town, the Owner or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the Town; and
 - (c) This Agreement constitutes a valid and binding obligation of the Owner, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights.

28 13. COOPERATION IN DEFENDING LEGAL CHALLENGES.

13.1 If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of the annexation of the Property, the initial zoning of the Property, the Master Plan, the Initial Subdivision of the Property, or the initial site specific development plans for the Commercial and Mini-Storage Tracts, all as described in Section 4, the Owner and the Town will cooperate in defending such action or proceeding. The Town will take the lead role in defending any such action, including, but not limited to, preparing all pleadings and other required documents, accomplishing any necessary service of process, generating necessary correspondence among the parties and paying one hundred percent (100%) of both court filing fees and the costs of any expert witnesses, depositions, interrogatories, transcripts or other similar costs. Each party will pay its own attorney fees.

ENTRADA ANNEXATION AND DEVELOPMENT AGREEMENT

1 13.2 Although it is the intent of this Section that the Town will cooperate with the 2 Owner in defending any legal proceeding so long as the Owner determines to 3 continue such defense, if there is a controlling decision of the Supreme Court of 4 the United States, Tenth Circuit Court of Appeals, Supreme Court of the State of 5 Colorado, or Colorado Court of Appeals governing one or more of the issues 6 raised in the legal proceeding which is adverse to the Town's position, the 7 Town will not be obligated to contest or continue the defense of such issue. 8 14. REMEDIES. 9 14.1 **Breach by Owner.** If the Town gives notice to the Owner that Owner is in 10 default under this Agreement and Owner does not cure that default within 30 days following written notice from the Town, the Town has the following remedies 11 12 which will be cumulative: 13 injunctive relief; (a) 14 specific performance; and (b) 15 (c) any other remedy available at law or in equity, except damages. 16 The Town will extend the cure period if the nature of the default is such that it 17 cannot reasonably be remedied within 30 days, provided Owner commences the corrective action within 30 days and diligently pursues such correction thereafter. 18 The Town may, in addition to other remedies, withhold approval of any or all 19 20 building or other permits applied for by the Owner on the Commercial Tract or 21 Mini-Storage Tract, or withhold issuance of certificates of occupancy, until the 22 default or defaults has or have been cured. **Breach by Town.** If Owner alleges the Town is in default under this Agreement 23 14.2 and the Town does not cure this default within 30 days following written notice 24 25 from Owner, Owner has the following remedies which will be cumulative: 26 injunctive relief; (a) 27 specific performance; and (b) 28 (c) any other remedy available at law or in equity, except damages. 29 Any remedy available to Owner is limited by the Act. Owner will extend the cure period if the nature of the default is such that it cannot reasonably be remedied 30 within 30 days, provided the Town commences corrective action within 30 days 31 32 and diligently pursues such correction thereafter. 33 No Remedy For Delay. The Town is not responsible for and the Owner has no 14.3 remedy against the Town if development of the Commercial Tract and the Mini-34

Storage Tract is prevented or delayed for reasons beyond the control of the Town.

Mediation. If a dispute between the Town and the Owner related to the interpretation or enforcement of this Agreement occurs, the parties will endeavor to settle the dispute by mediation with a neutral third party before commencing litigation; provided, however, that either party may seek a preliminary injunction or other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in mediation. If the parties encounter difficulty in agreeing on a neutral third party, they may each appoint a neutral third party, such third parties to appoint a neutral third party to mediate. Each party will pay its own attorneys' fees incurred in connection with a mediation.

15. **DISCONNECTION**:

- 15.1 **Disconnection Governed By Statute**. Following the Effective Date Owner's right to seek disconnection of the Commercial Tract and the Mini-Storage Tract is limited to those circumstances described in Section 31-12-119, C.R.S.
- 15.2 **Dedications and Conveyances Made Before Disconnection**. In the event of disconnection of the Property from the Town for any reason, the Town's infrastructure and service obligations required by this Agreement will be void and of no further force and effect, but all dedications and conveyances made under this Agreement will continue in full force and effect unless vacated in the manner provided by law.
- 22 16. GOVERNMENTAL IMMUNITY. In entering into this Agreement the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Act, or any other limitation, right, immunity, defense or protection otherwise available to Town, its officers, or its employees.
- 28 17. **ANNUAL APPROPRIATION**. Financial obligations of the Town under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. The Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

35 18. **MISCELLANEOUS**.

Recording. This Agreement will be recorded in the Summit County Clerk and Recorder's Office in order to put prospective purchasers of the Property or other interested parties on notice as to the terms and conditions contained herein.

1 2 3 4	18.2	Entire Agreement . This Agreement sets forth the entire understanding between the parties concerning the annexation of the Property to the Town, and no other agreement, oral or written, made prior to the date of this Agreement which conflicts with the terms of this Agreement is valid as between the parties.
5 6	18.3	Modification . This Agreement may not be modified except in writing executed by all parties hereto. Oral amendments to this Agreement are not permitted.
7 8 9	18.4	Agreement Runs With The Land . This Agreement runs with the land and is binding upon the Town and the Owner, its successors and assigns, and all persons who may hereafter acquire any interest in the Property, or any part thereof.
10 11 12 13 14 15 16 17 18 19 20	18.5	Assignment. The Owner will have the right, without the consent of the Town, to assign or transfer all or any portion of its interests, rights or obligations under this Agreement to any affiliate of the Owner or to any third party acquiring an interest or estate in the Property, including, but not limited to, purchasers or long-term ground lessees of individual lots, parcels or of any improvements now or hereafter located within the Property. The express assumption of any of the Owner's obligations under this Agreement by its assignee or transferee will relieve the Owner of any further obligations under this Agreement with respect to the matter so assumed if such release is approved in writing by the Town, which approval will not be unreasonably withheld or delayed. The Owner will give the Town written notice of any such assignment or assumption.
22 23 24 25 26	18.6	Severability . If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect in a final, non-appealable decision of a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired by such determination.
27 28 29 30 31	18.7	Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, is entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.
32 33 34	18.8	Notices . All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:
35		If intended for Town to:
36 37 38		Town of Breckenridge P.O. Box 168 150 Ski Hill Road

1	Progkonridge Colorede 20121
1	Breckenridge, Colorado 80424
2 3	Attn: Town Manager
	Telecopier number: (970) 547-3104
4	Telephone number: (970) 453-2251
5	
6	with a copy in each case (which will not constitute notice) to:
7	T' 4 H D E
8	Timothy H. Berry, Esq.
9	Timothy H. Berry, P.C.
10	131 West 5th Street
11	P. O. Box 2
12	Leadville, Colorado 80461
13	Telecopier number: (719) 486-3039
14	Telephone number: (719) 486-1889
15	
16	If intended for Owner to:
17	
18	Kurt Ave / Kirk Mickelsen
19	PO Box 7399, PMB 193
20	Breckenridge, CO 80424
21	Telecopier number: (970) 262-7580
22	Telephone number: (970) 453-6700
23	
24	with a copy in each case (which will not constitute notice) to:
25	
26	David P. Michel, Esq.
27	Michel & McQuain, LLC
28	P. O. Box 409
29	Winter Park, CO 80482
30	Telecopier number: (970) 726-8333
31	Telephone number: (970) 726-3023
32	
33	Any notice delivered by mail in accordance with this Section will be deemed to
34	have been duly given and received on the third business day after the same is
35	deposited in any post office or postal box regularly maintained by the United
36	States postal service. Any notice delivered by telecopier in accordance with this
37	Section will be deemed to have been duly given and received upon receipt if
38	concurrently with sending by telecopier receipt is confirmed orally by telephone
39	and a copy of said notice is sent by certified mail, return receipt requested, on the
40	same day to the intended recipient. Any notice delivered by hand or commercial
41	carrier will be deemed to have been duly given and received upon actual receipt.
42	Either party, by notice given as provided above, may change the address to which
43	future notices may be sent. E-mail is not a valid method for giving notice under
44	this Agreement.

18.9	Agreement is not a waiv	either party to exercise any of its rights under this ver of those rights. A party waives only those rights signed by either party waiving such rights.
18.10	Applicable Law . This laws of the State of Col	Agreement is to be interpreted in accordance with the orado.
18.11	_	etion headings are inserted for convenience only and in no interpretation to be placed upon this Agreement.
18.12	the masculine or neuter genders. Furthermore, v	er applicable, the pronouns in this Agreement designating applies equally to the feminine, neuter and masculine wherever applicable within this Agreement, the singular the plural includes the singular. The term "will" indicate a be done or performed.
18.13		bits. All exhibits referred to in this Agreement are nade a part of this Agreement.
18.14	opportunity to participa	ion. Both parties acknowledge having had the te in the drafting of this Agreement. This Agreement is inst either party based upon authorship.
18.15		Agreement was approved by Resolution No, Series own Council of the Town of Breckenridge, Colorado on, 2009.
		TOWN OF BRECKENRIDGE, a Colorado Town corporation
		By:
		Timothy J. Gagen, Town Manager
ATTEST:		
Mary Jean Lou Town Clerk	ufek CMC,	
		ENTRADA AT BRECKENRIDGE, INC., a Colorado Corporation

	D
	By: Kirk Mickelsen, Vice President
STATE OF COLORADO)) ss.
COUNTY OF SUMMIT)
0 0	ment was acknowledged before me this day of, 2009, by Timothy J. Gagen, Town Manager, and Mary Jean
	of the Town of Breckenridge, a Colorado Town corporation.
WITNESS my hand	and official seal.
My commission exp	ires:
	Notary Public
STATE OF COLORADO)
COUNTY OF SUMMIT) ss.)
The foregoing instru	ment was acknowledged before me this day of, 2009, by Kirk Mickelsen, as Vice President of Entrada at
Breckenridge, Inc., a Colora	
WITNESS my hand	and official seal.
My commission exp	ires:
	Notary Public
1300-42\Annevation Agreement Rlackli	(no (v7 vs. v13) (08.05.00)

ENTRADA ANNEXATION AND DEVELOPMENT AGREEMENT

EXHIBIT "A"

General Plan of Development

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 25 (Amending Land Use District 25 Guidelines)

DATE: August 3, 2009 (for August 11th meeting)

The second reading of the ordinance amending the Land Use District 5 Guidelines is scheduled for your meeting on August 11th. The only change is the insertion of the hearing date in paragraph 5 of section 1 of the ordinance.

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

FOR WORKSESSION/SECOND READING – APR. 11

2	
3	Additions To The Ordinance As Approved on First Reading Are
4	Indicated By Bold + Dbl Underline ; Deletions By Strikeout
5	
6	
7	COUNCIL BILL NO. 25
8	
9	Series 2009
10	
11	AN ORDINANCE AMENDING THE TOWN OF BRECKENRIDGE LAND USE
12	GUIDELINES CONCERNING ACCEPTABLE LAND USES AND INTENSITIES IN LAND
13	USE DISTRICT 5
14	
15	BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
16	COLORADO:
17	
18	Section 1. Findings. The Town Council has heard and considered the evidence presented
19	in support of and in opposition to the adoption of this ordinance. Based upon the evidence
20	presented to the Town Council in connection with its consideration of this ordinance, as more
21	fully set forth in the record of the proceedings in this matter, the Town Council of the Town of
	Breckenridge, Colorado hereby finds and determines as follows:
22 23	
24	1. By Ordinance No. 3, Series 1987, the Town adopted the Breckenridge Land Use
25	Guidelines ("Land Use Guidelines").
26	
27	2. The Land Use Guidelines contain provisions governing the development of real
28	property located within the various Land Use Districts of the Town, including, but not limited to,
29	Land Use District 5, and represent the Town's general zoning restrictions with respect to real
30	property located within the Town.
31	
32	3. By Ordinance No. 18, Series 1997, the Town Council adopted certain procedures to
33	be followed to amend the Land Use Guidelines.
34	
35	4. The amendment to the Land Use Guidelines made by this ordinance is quasi-judicial
36	in nature.
37	
38	5. The procedural requirements of Ordinance No. 18, Series 1997, with respect to a
39	proposed quasi-judicial amendment to the Land Use Guidelines have been fully satisfied.
40	Without limiting the generality of the foregoing, the Town Council finds that a public hearing
41	was held by the Town Council of the Town of Breckenridge on August 11, 2009 to consider the
12	adoption of this ordinance. Notice of such hearing was published twice in The Summit County
1 3	Journal, a newspaper of general circulation in the Town, the first publication occurring at least
14	twelve (12) days prior to the hearing and the second occurring at least four (4) days prior to the
1 5	hearing, all as required by Ordinance No. 18, Series 1997. The Proof of Publication of such

notice was admitted into evidence and made a part of the record in connection with the adoption of this ordinance. In addition to the newspaper notice, not less than twelve days prior to the date of the public hearing the Director of the Department of Community Development mailed a copy of the text of the newspaper notice by first class mail to all owners of real property located within Land Use District 5 which would be affected by the proposed Land Use Guidelines amendment as shown by the records of the Summit County Clerk and Recorder. The Director's Certificate of Mailing was admitted into evidence and made a part of the record in connection with the adoption of this ordinance.

<u>Section 2</u>. <u>Amendment To District 5 Guidelines</u>. The paragraph entitled "Acceptable Land Uses and Intensities" of that portion of the Town of Breckenridge Land Use Guidelines applicable to Land Use District 5 is hereby amended so as to read in its entirety as follows:

ACCEPTABLE LAND USES AND INTENSITIES

Land Use Type: Service Commercial, Mini-storage, offices, employee

housing

Intensity of Use: Floor Area Ratio of 1:5

Structural Type: Special Review

 Service commercial activities, similar to those currently found within the district, are acceptable. Mini-storage, office and employee housing are also acceptable uses. Acceptable uses are generally identifiable by their need for relatively large storage or parking areas, direct vehicular access, and pedestrian activity. Acceptable uses shall be restricted to very low noise and low air polluting activities. Proposed development should not produce any major short—or long—term adverse effects to the immediate environment or the existing users. Positive visual impacts shall be obtained through proper screening and natural buffering. The proposed intensity level in this district for service commercial, mini-storage, and office development is one square foot of structural floor area to every five square feet of lot area. The amount of density to be allowed for an employee housing development in Land Use District 5 shall be determined by the Town Council on a site specific basis based upon the criteria set forth in the Town's Housing Policy, as amended from time to time.

No additional water PIFs or parking shall be required for mini-storage development within this district.

Land Use Type: Lodging

Intensity of Use: 10 Units per Acre Structural Type: Special Review

Hotel and Motel Lodging is also an appropriate use for the area. All lodging proposals will be reviewed for their compatibility and appropriateness to the existing activities in the district. Negative impacts from surrounding service commercial, mini-storage, office and employee housing developments affecting

1 the proper function of any proposed lodging activities should be mitigated. Proper 2 buffering between incompatible uses is necessary. Although lodging and 3 employee housing in this district are acceptable, other types of residential 4 development in this district are strongly discouraged. One possible exception is 5 the construction of employee housing within individual developments. The 6 proposed intensity level for lodging in this district is ten dwelling units per acre of 7 land. The highway frontage portions of the district may be best suited for both 8 lodging and highway-oriented commercial uses; non-highway-oriented activities 9 are encouraged to develop internally to the district. The determination of 10 structural types will be subject to special review by staff and Planning Commission. However, this district does constitute a part of the northern entrance 11 12 to the community, therefore, all development proposals should reflect this 13 function by being compatible with the surrounding environment while providing 14 an appropriate statement for the entrance to the historic downtown area of 15 Breckenridge. 16 17 Section 3. Continued Effect of Land Use Guidelines. Except as specifically amended 18 hereby, the Breckenridge Land Use Guidelines, as adopted by Ordinance No. 3, Series 1987, 19 shall continue in full force and effect. 20 21 Section 4. Police Power Finding. The Town Council hereby finds, determines and 22 declares that this ordinance is necessary and proper to provide for the safety, preserve the health, 23 promote the prosperity, and improve the order, comfort and convenience of the Town of 24 Breckenridge and the inhabitants thereof. 25 26 Section 5. Authority. The Town Council hereby finds, determines and declares that it 27 has the power to adopt this ordinance pursuant to the authority granted to home rule 28 municipalities by Article XX of the Colorado Constitution and the powers contained in the 29 Breckenridge Town Charter. 30 31 Section 6. Effective Date. This ordinance shall be published and become effective as 32 provided by Section 5.9 of the Breckenridge Town Charter. 33 34 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED 35 PUBLISHED IN FULL this _____ day of _____, 2009. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of 36 37 _____, 2009, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the 38 Town. 39 40 TOWN OF BRECKENRIDGE, a Colorado 41 municipal corporation 42 43 44 45 John G. Warner, Mayor 46

ATTEST:	
Mary Jean Loufek, CMC,	
Town Clerk	

 $500\text{-}275 \backslash \ Land \ Use \ District \ 5 \ Amendment \ Ordinance_2 \ (08\text{-}03\text{-}09) (Second \ Reading)$

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 26 (Repeal of Defensible Space Ordinance)

DATE: August 3, 2009 (for August 11th meeting)

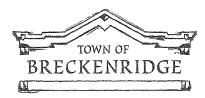
The second reading of the ordinance to repeal the original Defensible Space Ordinance is scheduled for your meeting on August 11th. There are no changes proposed to ordinance from first reading.

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

FOR WORKSESSION/SECOND READING – AUG. 11 1 2 NO CHANGE FROM FIRST READING 3 4 5 COUNCIL BILL NO. 26 6 7 Series 2009 8 AN ORDINANCE REPEALING ORDINANCE NO. 15, SERIES 2009, KNOWN AS THE 9 10 "TOWN OF BRECKENRIDGE DEFENSIBLE SPACE ORDINANCE" 11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, 12 13 COLORADO: 14 15 Section 1. Findings. The Town Council of the Town of Breckenridge finds as follows: 16 17 A. Ordinance No.15, Series 2009, known as the "Town of Breckenridge Defensible 18 Space Ordinance", was adopted by the Town Council on June 9, 2009. 19 20 B. Article VI of the Breckenridge Town Charter provides a procedure for the electors of 21 the Town to petition for a referendum on certain Town ordinances. 22 23 C. Ordinance No. 15, Series 2009, is an ordinance that is subject to the referendum 24 procedures of Article VI of the Breckenridge Town Charter. 25 26 D. A petition seeking a referendum on Ordinance No. 15, Series 2009, has been timely 27 filed with the Town Clerk in accordance with the requirements of the Breckenridge Town 28 Charter. 29 30 E. The referendum petition has been certified by the Town Clerk as containing the 31 required number of signatures of registered electors of the Town. 32 33 F. When a referendum petition has been certified by the Town Clerk as containing the 34 required number of signatures of registered electors the Breckenridge Town Charter requires the 35 Town Council to promptly reconsider the referred ordinance and to either repeal the referred 36 ordinance, or to submit the question of the approval or rejection of the referred ordinance to the 37 electors of the Town. 38 39 G. The Town Council has reconsidered Ordinance No. 15, Series 2009, as required by 40 the Breckenridge Town Charter. 41 42 H. The Town Council has determined that Ordinance No. 15, Series 2009, should be 43 repealed. 44

1	I. This ordinance was adopted by the affirmative vote of not less than five (5) members
2	of the entire Town Council as required by Section 6.6(a) of the <u>Breckenridge Town Charter</u> .
3	
4	Section 2. Repeal. Ordinance No. 15, Series 2009, known as the "Town of Breckenridge
5	Defensible Space Ordinance", is repealed.
6	
7	Section 3. Effective Date. This ordinance shall be published and become effective as
8	provided by Section 5.9 of the <u>Breckenridge Town Charter</u> .
9	
10	INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
11	PUBLISHED IN FULL this day of, 2009. A Public Hearing shall be held at the
12	regular meeting of the Town Council of the Town of Breckenridge, Colorado on the day of
13	, 2009, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
14	Town.
15	
16	TOWN OF BRECKENRIDGE, a Colorado
17	municipal corporation
18	
19	
20	
21	By
22	John G. Warner, Mayor
23	
24	ATTEST:
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28	M. I. I. C.I. CMC
29	Mary Jean Loufek, CMC,
30	Town Clerk
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500-264\Repeal Ordinance_2 (08-03-09)(Second Reading)



MEMORANDUM

To: Town Council

From: Jennifer Cram, Planner III

Subject: Voluntary Defensible Space Ordinance for Second Reading

Date: August 5, 2009 (For the meeting on August 11, 2009)

Town Council approved the Voluntary Defensible Space Ordinance at first reading on July 28th. Attached to this memo is an updated ordinance for Second Reading. Changes to the ordinance since first reading are noted below.

- Under Section 4 h. the language describing how wild flowers and native grasses should be cut back was updated to reflect cutting in the fall once they go to seed.
- Section 7 was added to address insurance concerns.
- Sections 8 and 9 was added to address the Council's authority to create a voluntary defensible space ordinance through the power possessed by home rule municipalities.
- Section 10 was added to note that the ordinance will be published and become effective according to Section 5.9 of the Breckenridge Town Charter.

Town staff and the Red, White and Blue Fire Protection District spoke to several insurance companies and specifically the Town's Insurance Company, CIRSA's underwriter. It is our understanding that a locally adopted voluntary or mandatory defensible space ordinance will not have any effect on a property owner being able to obtain insurance, should not affect rates, or impact whether or not an insurance company pays a claim. We have attached the information that we received to this memo for review.

Staff looks forward to discussing the voluntary defensible space ordinance with the Council during the August 11th worksession and will be available to answer any questions.

Following is the information received from Kaci Snyder, Underwriting Manager at CIRSA:

- How does a locally adopted ordinance setting standards for defensible space affect insurance coverage in a community? It does not appear to have a great deal of impact, with the exception of the answer in #2 below. It appears insurance companies have developed their own internal guidelines and are not really looking at local ordinances.
- Does an insurance company look at compliance of a local ordinance in providing insurance or in denying claims? It appears they do not look at the ordinance to determine if they will provide coverage. However, unfortunately, it could affect the payment of a claim. Some carriers have a condition in the policy requiring the homeowner to comply with all "federal, state, and local ordinances." It appears that condition has been on the policies long before defensible space became an issue, however, so it is not targeted at the issue specifically and it will be interesting to see if that condition is tested by any new defensible space ordinances. That said, conditions are generally viewed as something that the homeowner should not change during the policy year, but it is assumed that they are in compliance at the time the carrier is willing to issue the policy. In other words, if the homeowner were in compliance when the All State Engineer visited, and then let the property go and allowed trees or plants to encroach on the defensible space after the policy was issued, only then might a claim be denied. One of my contacts stated that the condition was originally intended to require homeowners to comply with building codes when doing construction additions or making improvements. I asked everyone if they had ever seen claims denied because of that condition and none of the agents could think
- Is the insurance industry moving towards a standard defensible space requirement for all homes in a red zone in Colorado? It appears the industry is not moving to one standard. They appear to be content with their own internal guidelines.
- Are there other requirements that the industry is moving towards for property in the red zone before they will insure that property (i.e. class A roofs)? See question #3 above; they are each doing their own thing.

Insurance Company Survey: Allied (AAA of Colorado), Allstate, American Family Insurance, Farmer's and State Farm. We asked them the following questions and received the responses listed below

1. How does a locally-adopted ordinance (mandatory or voluntary) setting standards for defensible space effect insurance coverage in a community?

AAA Colorado-More homes would be eligible for their insurance if there was an ordinance. The overall assessment and rating of the home would be better if the homeowner could mitigate wildfire risk following the ordinance.

Allstate-It would make it easier for homeowners to get insurance. They require 100-200 foot defensible space. In that space, trees need to be limbed to 8 feet, no grass over 4 inches, no branches touching the house and crowns cannot touch.

American Family-They have their own requirements in Breck. City limits-if a home is less than 5 miles from a fire station in a hydranted area, there are no dspace requirements. Outside of those parameters, they require a 30 foot barrier of cleared space with no trees.

Farmer's-They consider a locally-adopted ordinance to be a "feather in the homeowner's cap" that can affect their rating. Their rating system is from 1-9, with 1 being the best and 9 being the highest rating, and thus, the highest premiums. They have seen homes in Breckenridge average between 6 & 9.

State Farm-They require at least 30 feet of ladder fuels clearing, firewood being stacked at least 20 feet from the home, and all brush cleared within that zone. They stated it didn't make a difference to them whether there was a local ordinance or not, they have their own requirements.

2. Does an insurance company look at compliance of a local ordinance in providing insurance or in denying claims?

AAA Colorado-No it would not affect claim payment or providing insurance. They use a national actuarial (sp?) firm that establishes the risk assessment of an area.

Allstate-No it would not affect new policy or denying a claim. They have a 60-day underwriting period in which they send an inspector to the home to make sure there are no hazards and that it is acceptable.

American Family- No, it wouldn't affect either. As long as the homeowner meets American Family requirements, they don't care about others. They do yearly inspections, and don't separate paying out a claim as to whether it was a wildfire or a structure fire.

Farmer's- No, it doesn't matter to them-they do inspections and reinspects yearly and will pay out a claim regardless of a local ordinance.

State Farm- No, it doesn't matter to them whether there is compliance with a local ordinance or not. They will pay out a claim as long as the homeowner is compliant to their policies and requirements.

3.Is the insurance industry moving towards a standard defensible space requirement for all homes in a red zone in Colorado?

AAA Colorado- Yes, 75 feet

Allstate- Moved to a defensible space requirement 3 years ago. They are more restrictive than other companies but allow homeowners 6 months-1 year to comply. They have a point system, that if a homeowner has less than 7 points, they need a 100 foot clearance (see details in question 1) and if they have 7 points or more, they are required to have a 200 foot clearance (see details in question 1)

American Family-They go by their town classifications of within 5 miles to a fire station in a hydranted area (see question 1).

Farmer's –They haven't looked at that yet, but wouldn't be surprised if they do.

State Farm-They have re-zoned all of Summit County and the rates have gone up directly related to the increased risk of wildfire due to the Mountain Pine Beetle.

4. Are there other requirements that the industry is moving towards for property in the red zone before they will insure that property (i.e. Class A roofs)?

AAA Colorado-No; there are pricing differences in homes depending upon roofing material, but not for eligibility reasons.

Allstate- Will not insure wood shake shingle roofs in certain zip codes, Breckenridge being one of them.

American Family- No they will pay out separately for claims depending upon roof construction-and won't insure a home with wood shake shingle roofs over 20-25 years old.

Farmer's- Yes, it all factors in-shake shingle roofs being the worst factor.

State Farm- Will not insure properties with wood shake shingle roofs in a wildfire-prone area (Breckenridge)-even ones that are treated.

FOR WORKSESSION/SECOND READING- AUG. 1 28 2 3 4 Additions To The Ordinance As Adopted on First Reading Are Indicated By **Bold** + **Dbl Underline**; Deletions By Strikeout 5 6 7 COUNCIL BILL NO. 28 8 9 Series 2009 10 11 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE 12 BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE 13 DEVELOPMENT CODE", BY ADOPTING PROVISIONS ALLOWING FOR THE VOLUNTARY CREATION OF DEFENSIBLE SPACE AROUND 14 15 BUILDINGS AND STRUCTURES WITHIN THE TOWN OF 16 **BRECKENRIDGE** 17 18 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE. 19 COLORADO: 20 21 <u>Section 1</u>. Section 9-1-5 of the <u>Breckenridge Town Code</u> is amended by the addition of the following definitions: 22 23 "Aerial Fuel" means a potential fire fuel that is located above the ground in a tree. "Defensible Space" means the area where basic wildfire protection practices described in Policy 48 (Absolute) (Voluntary Defensible Space) of this Code are implemented, and which provides the key point of defense from an approaching wildfire or fire escaping a structure fire. The area is characterized by the establishment and maintenance of a firebreak within 30 feet around a building or structure and a reduced fuel zone extending up to 75 feet or greater, depending on slope away from the building or structure. "Fire District" means the Red, White and Blue Fire Protection District, a Colorado special district organized pursuant to title 32, C.R.S. "Fire-wise Landscaping" means trees, shrubs, and other landscaping that: (i) meet the criteria for fire-resistant landscaping as established from time to time by the Colorado State

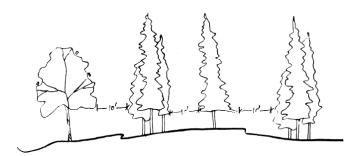
University Cooperative Extension Service; (ii) are suited to the Town's sub-alpine environment in accordance with the Development Code; and (iii) are located in conformance with requirements of Policy 48(Absolute)(Voluntary Defensible Space) of this Code.

"Snag"

means a dead tree determined by the Director to be suitable for a bird habitat.

"Well Spaced"

means that the space between the crowns of trees, or between the crowns of trees and the center point of other landscaping, is adequate to reduce the risk of a fire spreading to other vegetation or structures. The adequacy of spacing depends upon slopes, vegetation size, vegetation types (trees, shrubs, grass), and other fuel characteristics (including, but not limited to, fuel compaction and chemical content). In general, a minimum of ten-feet between the widest portion of the crowns of individual trees or groups of trees is adequate. Additional spacing may be required on steeper slopes. The following are examples of trees that are presumptively well spaced:



1 2 3

<u>Section 2</u>. The definition of "Class D Development" in Section 9-1-5 of the <u>Breckenridge Town Code</u> is hereby amended by the addition of a new item Z, which shall read in its entirety as follows:

4 5 6

Z. Creation of voluntary defensible space around a building or structure, or on a parcel of land.

7 8 9

<u>Section 3</u>. There is hereby added to the Section 9-1-19 of the <u>Breckenridge Town Code</u> a new Policy 48 (Absolute), to be entitled "Voluntary Defensible Space", which shall read in its entirety as follows:

1 2 3 4	devel defen	(ABSOLUTE) VOLUNTARY DEFENSIBLE SPACE: A Class D elopment permit may be issued to authorize a landowner to voluntarily create ensible space around his or her building or structure, or on the landowner's cel of land, in accordance with the following requirements:		
5 6	1.	The i	ntent of this policy is as follows:	
7 8 9		a.	To allow landowners to voluntarily reduce fuels that can feed a fire. This will reduce the chance of a structure fire spreading to the surrounding forest or other lands or structures.	
10 11 12		b.	To allow landowners to voluntarily provide areas around their structures or on their land where fire suppression personnel and equipment can more effectively fight fires.	
13		c.	To protect life and property.	
14		d.	To encourage the development of new diverse forests.	
15 16 17		e.	To preserve visual buffers to the greatest extent possible consistent with the ability of a landowner to voluntarily achieve defensible space in accordance with this policy.	
18 19		f.	To protect the Town's scenic backdrop which is vital to the economic well being of the Town and its citizens.	
20		This 1	policy shall be interpreted and applied consistently with this intent.	
21 22 23 24 25	2.	defen inspe	to issuing a development permit authorizing the voluntary creation of sible space the Director or the Fire District shall conduct a physical ction of each building, structure, or property that is the subject of the cation.	
26 27	3.		following standards shall apply to an application for the voluntary creation of sible space:	
28 29 30 31 32 33 34 35 36		a.	The property shall be divided into three zones. Zone One shall be measured 30 feet from the eave of building or structure including attached structures or protrusions, such as a deck on the property. Zone Two shall be measured 75 feet or greater from the eave of building or structure including attached structures or protrusions, such as a deck on the property, depending on slope from the eave of the building or structure on the property, and shall exclude the portion of the property located within Zone One. Zone Three shall extend beyond Zone Two to the property boundary.	
37 38		b.	Except as may be required to comply with the requirements of Chapter 11 of Title 5 of this code concerning mountain pine beetle infested trees, no	

1 2		portion of any property may be "clear cut" in order to achieve defensible space.
3 4 5 6		c. Except as may be required to comply with the requirements of Chapter 11 of Title 5 of this code concerning mountain pine beetle infested trees, no more trees shall be allowed to be removed than are necessary in order for the landowner to create defensible space around his or her property.
7 8 9 10		d. In reviewing an application for the voluntary creation of defensible space the Director shall consider both the horizontal clearance between aerial fuels, such as the outside edge of the tree crowns or high brush, as well as the vertical clearance between lower limbs of aerial fuels and the nearest surface fuels and grass/weeds.
12 13 14 15 16 17 18		e. Each property that is the subject of an application for the voluntary creation of defensible space shall be reviewed individually, and the location and other physical characteristics of the property shall be considered. Without limiting the generality of the preceding provisions, the Director shall consider the property's proximity to a roadway, parking lot, and other similar areas that create fuel firebreaks. Similarly, large tracts of open space and Forest Service land that may require larger buffers shall be considered.
20 21	4.	The following specific standards apply to the creation of defensible space within Zone One:
22 23 24 25		a. Healthy trees, shrubs, and other landscaping materials that provide visual buffers shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches.
26 27 28 29		b. Healthy trees, trees shrubs, and other landscaping material required by a Town-approved landscape plan shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures but shall be pruned to remove dead branches.
30 31 32 33		c. Other healthy fire-wise trees, shrubs, and other landscaping material shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches.
34 35 36		d. Irrigated trees, shrubs, and other landscaping material may be preserved if they are pruned to remove dead branches and well spaced to reduce the risk of a fire spreading to other vegetation or structures.
37 38		e. All dead and diseased trees, shrubs, and other landscaping material shall be removed.

1 2		f.	All vegetation and combustible material shall be removed from under all eaves and decks.
3 4 5		g.	All leaf clutter, dead branches, and dead standing trees shall be removed from the property. Dead branches on living trees shall be trimmed to a minimum height of six (6) feet and a maximum height of ten (10) feet above the ground.
6		h.	All grasses and ground cover shall be kept under 6 inches in height.
7 8 9 10 11			Exception: plantings located in an irrigated planting bed, and wildflowers or native grasses; however, wildflowers and native grasses shall be cut back to under 6 inches in height in the fall of each year once they go to seed.
11 12 13 14		i.	All leaf and needle clutter and combustible ground debris shall be removed. Mulch within landscape beds that are irrigated may be maintained at a maximum depth of 3 inches.
15 16		j.	All firewood shall be removed unless covered by a canvas tarp, or as approved by the Fire District.
17 18		k.	Additional fire-wise landscaping material is encouraged and may be authorized by the development permit.
19 20	5.	The fo Zone 7	llowing specific standards apply to the creation of defensible space within Γwo:
21 22		a.	Healthy trees, trees shrubs, and other landscaping material required by a Town-approved landscape plan shall be preserved.
23 24 25 26		b.	Healthy trees, shrubs, and other landscaping material that provide visual buffers shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches.
27 28 29 30		c.	Other healthy fire-wise trees, shrubs, and other landscaping material shall be preserved if they are well spaced so as to reduce the risk of a fire spreading to other vegetation or structures, but shall be pruned to remove dead branches.
31 32 33		d.	Irrigated trees, shrubs and other landscaping material may be preserved if they are pruned to remove dead branches and are well spaced to reduce the risk of a fire spreading to other vegetation or structures.
34 35 36 37		e.	All dead and diseased trees, shrubs, and other landscaping material shall be removed. However, one snag per acre may be preserved for wildlife habitat if it is well spaced to avoid the spread of fire to other vegetation or structures.

1 f. Trees shall be thinned to open up crown spacing to a minimum of ten feet 2 between the widest portion of individual crowns of the trees. 3 Groups of trees with a minimum of ten feet between the edges of the g. 4 widest portions of crowns of each grouping shall be preserved to allow 5 buffers to remain and to prevent wind throw. Firewood may be maintained if an adequate buffer around the firewood is 6 h. 7 determined to exist by the Fire District. 8 i. Additional fire-wise landscaping material is encouraged and may be 9 authorized by the development permit. 10 6. The following specific standards apply to the creation of defensible space within Zone Three: 11 12 All dead and diseased trees, shrubs, and other landscaping material shall a. 13 be removed. However, one snag per acre may be preserved for wildlife habitat if it is well spaced from to avoid the spread of fire to other 14 15 vegetation or structures. 16 Additional fire-wise landscaping material is encouraged and may be b. 17 authorized by the development permit. 7. 18 The Director has the authority from time to time to adopt, amend, alter and repeal 19 administrative rules and regulations as necessary for the proper administration of 20 this policy. Such regulations shall be adopted in accordance with the procedures 21 established by title 1, chapter 18 of this Code. The Director's administrative rules 22 may include, without limitation, spacing guidelines for trees, shrubs, and other vegetation and, if adopted, shall provide that the allowed distances between 23 vegetation will depend on slopes, vegetation size, vegetation type (trees, shrubs, 24 grass), and other fuel characteristics (including, but not limited to. fuel 25 26 compaction and chemical content). 27 8. For the purpose of attempting to make certain that tree removal contractors 28 working within the Town are familiar with the goals of this policy, but not to 29 regulate the means, methods, training, equipment, or business practices of tree 30 removal contractors, the Director shall maintain a list of Town-approved tree removal contractors. The Town makes no guarantees or representations 31 whatsoever concerning the qualifications, experience, ability, competence, or 32 33 business practices of any Town-approved tree removal contractor. The Town has 34 no liability to any person with respect to the work or business practices of a Town-approved tree removal contractor, and no action at law or in equity shall lie 35 against the Town as a result of a person being placed on or removed from the 36 37 Director's list of Town-approved tree removal contactors. The Director may 38 provide in his rules and regulations for the removal of a contractor from the list of

Town-approved contractors.

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9. Trees, shrubs, and other landscaping authorized by the Director to be voluntarily removed by the landowner in order to achieve the required defensible space shall be clearly identified in the field and photographed or located by global positioning satellite software by the Director.

10. The Fire District may assist the Director in administering this policy if authorized by an intergovernmental agreement with the Town. The intergovernmental agreement shall be consistent with the provisions of this policy. All personnel involved in the enforcement of this policy shall be trained by the Director to make sure that they are aware of the Town's goals of preserving buffers and required landscape materials while creating defensible space.

<u>Section 4</u>. Except as specifically amended hereby, the <u>Breckenridge Town Code</u>, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

<u>Section 5</u>. The Town Council hereby 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.

<u>Section 6</u>. All development permits authorizing the creation of defensible space previously issued by the Director prior to the adoption of this ordinance are hereby ratified, confirmed and approved.

Section 7. Nothing in this ordinance is intended by the Town Council to create a civil standard of care or similar civil standard, or other legal basis for determining whether the owner of any property within the Town of Breckenridge has acted reasonably or prudently by acting, or by not acting, to protect his or her property from the potential dangers associated with a wildfire. Further, in adopting this ordinance the Town Council of the Town of Breckenridge did not intend to create: (i) any basis for an insurer, or potential insurer, to determine whether to provide or to continue to provide hazard insurance to the owner of any lot, tract, or parcel of land within the Town of Breckenridge, or (ii) any civil basis whatsoever for determining whether insurance benefits associated with a loss caused by a wildfire should be paid.

Section 8. The Town Council hereby finds, determines, and declares that it has the power to adopt this chapter pursuant to the provisions of: (i) section 31-15-103, C.R.S., (concerning municipal police power); (ii) section 31-15-401, C.R.S. (concerning general municipal police power and, in particular, sections 31-15-401(1)(a), (1)(b), (1)(c), (1)(d) and (1)(q)(I); (iii) section 31-15-601, C.R.S. (concerning municipal building and fire regulations) and, in particular, sections 31-15-601(1)(j.5) and (1)(k); (iv) section 24-65.1-202(2)(a)(I)(B)(II), C.R.S. (concerning the required creation of firebreaks and other means of reducing conditions conducive to fire; (iv) the powers contained in the Breckenridge Town Charter; and (vi) other powers possessed by home rule municipalities in Colorado.

Section 9. The Town Council hereby 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.
3	
1	Section 10. This ordinance shall be published and become effective as provided by
5	Section 5.9 of the Breckenridge Town Charter.
5	
7	INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
	PUBLISHED IN FULL this day of, 2009. A Public Hearing shall be held at the
	regular meeting of the Town Council of the Town of Breckenridge, Colorado on the day of
	, 2009, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
	Town.
	TOWN OF BRECKENRIDGE, a Colorado
	municipal corporation
	By
	John G. Warner, Mayor
	A TOTAL CITY
	ATTEST:
	Mary Jean Loufek, CMC,
	Town Clerk
	This ordinance was published in full in <u>The Summit County Journal</u> , a newspaper of
	general circulation within the Town of Breckenridge, on, 2009.
	READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED BY
	TITLE this day of, 2009.
	A copy of this ordinance is available for inspection in the office of the Town Clerk.
	TOWN OF BRECKENRIDGE, a Colorado
	municipal corporation
	By
	By John G. Warner, Mayor

1	ATTEST:
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6	Mary Jean Loufek, CMC,
7	Town Clerk
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9	APPROVED IN FORM
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4	Town Attorney
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 $500\text{-}264\text{-}2 \setminus Voluntary\ Defensible\ Space\ Ordinance_4\ (08\text{-}04\text{-}09) (Second\ Reading)$

MEMO

TO: Town Council

FROM: Town Attorney

RE: Options Concerning Initiated Marijuana Ordinance

DATE: August 4, 2009 (for August 11th meeting)

Now that the Town Clerk has certified the citizens' initiated petition decriminalizing (under Town law) the possession of up to one ounce of marijuana and related paraphernalia by persons twenty one years of age older, the Town Charter requires the Council to promptly consider the proposed initiated ordinance, and to either adopt the proposed ordinance or call a special election to allow the voters to approve or reject the ordinance.

Not knowing what action the Council will take on the initiated ordinance I have drafted two alternative ordinances for your consideration next Tuesday night—one ordinance to simply adopt the initiated ordinance without an election, and a second to submit the initiated order to the electors at a special election. The two ordinances are enclosed with this memo.

1. Ordinance Adopting Initiated Ordinance.

The ordinance adopting the initiated ordinance amends Section 6-3H-1(A) of the Town Code by adding qualifying language to the Town's current ordinance prohibiting the possession of marijuana. As you will see when you review the proposed ordinance, the new language makes the Town's current marijuana ordinance apply only to persons "under twenty-one (21) years of age." As a result of this amendment, it would no longer be illegal under the Town's marijuana ordinance for a person twenty one years of age or older to possess up to once ounce of marijuana.

A similar amendment would be made to Section 6-3H-6 of the Town Code which prohibits the possession of drug paraphernalia. In that section, the proposed amendment would make the Town's paraphernalia ordinance inapplicable if the possessing party is twenty one years of age or older, and the drug paraphernalia "is reasonably associated with marijuana."

Please keep in mind that the possession of marijuana and drug paraphernalia would remain unlawful under state law even if the initiated ordinance is approved, either by the Town Council or by the electors.

Please also note that unlike the ordinance repealing the Defensible Space Ordinance in response to the referendum petition, the process for the Council consideration of an initiated ordinance is the same as for a regular Town ordinance. That means that only the affirmative vote

of the majority of the entire Council is required for adoption¹; five affirmative votes are not required to adopt an initiated ordinance.

- 2. <u>Ordinance Calling Special Election</u>. The ordinance calling a special election is a bit more complicated. If the Council elects to adopt this ordinance, you will need to decide the following:
 - A. The date of the special election. This date will need to be inserted into the title, Section I(H) and Section 2 of the ordinance. Recall that the Town Charter requires that the election be held not less than 30 nor more than 90 days from the date of the Council's final vote on the ordinance calling the special election. Assuming final Council approval of the special election ordinance is given at the Council's next regular meeting on August 25th, the election window would be from September 24–November 23. In order to avoid the statutory "blackout" period, the preferred election dates would be either September 29 or November 3.
 - B. Is the Council comfortable with the way I have drafted the ballot question (in Section 2 of the ordinance)? State law gives the Town Council the authority to fix the ballot question, and if you think the proposed language is undesirable for any reason, please let me know.
 - C. If the election is to be held on November 3rd, staff recommends that it be conducted as a coordinated election with Summit County. Then the optional language in Section 4 of the ordinance needs to be included in the final version of the ordinance. If not, then Section 4 of the ordinance should be stricken and the subsequent sections of the ordinance renumbered.

Please note that pursuant to Section 6.1(b) of the Town Charter, an ordinance calling a special election on a referred ordinance is itself not subject to a referendum.

Once you have the opportunity to discuss this matter as the worksession I will make whatever revisions are required to the appropriate ordinance.

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

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¹ Section 5.7 of the Town Charter provides that "(e)very ordinance shall require the affirmative vote of the majority of the entire Council for final adoption."

ORDINANCE ADOPTING INITIATED MARIJUANA ORDINANCE

Additions To The Current <u>Breckenridge Town Code</u> Are Indicated By <u>Bold + Dbl Underline</u>; Deletions By <u>Strikeout</u>

COUNCIL BILL NO. ____

Series 2009

AN ORDINANCE EFFECTIVE JANUARY 1, 2010 REMOVING ALL CRIMINAL PENALTIES UNDER TOWN LAW FOR THE POSSESSION OF ONE OUNCE OR LESS OF MARIJUANA AND RELATED PARAPHERNALIA BY PERSONS TWENTY ONE YEARS OF AGE OR OLDER

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

<u>Section 1. Findings</u>. The Town Council of the Town of Breckenridge finds as follows:

A. A petition initiating a proposed ordinance has been filed with the Town Clerk in accordance with the requirements of the <u>Breckenridge Town Charter</u>.

B. The proposed initiated ordinance would remove all criminal penalties from the <u>Breckenridge Town Code</u> for the possession of one ounce or less of marijuana and related paraphernalia by those persons twenty-one years of age or older effective January 1, 2010 (the "Marijuana Decriminalization Ordinance").

C. The Marijuana Decriminalization Ordinance would not affect any state or federal law, rule, or regulation concerning the possession of marijuana or drug paraphernalia by any person.

D. The initiative petition has been certified by the Town Clerk as containing the required number of signatures of registered electors of the Town.

E. When an initiative petition has been certified by the Town Clerk as containing the required number of signatures of registered electors the <u>Breckenridge Town Charter</u> requires the Town Council to promptly consider the proposed initiated ordinance, and to either adopt the ordinance, or to submit the question of the adoption or rejection of the ordinance to the electors of the Town.

F. The Town Council has considered the Marijuana Decriminalization Ordinance as required by the <u>Breckenridge Town Charter</u>.

G. The Town Council has determined that the Marijuana Decriminalization Ordinance should be adopted by the Town Council substantially as proposed in the initiated petition.

1	
2	Section 2. Paragraph A of section 6-3H-1 of the Breckenridge Town Code is hereby
3	amended so as to read in its entirety as follows:
4	A Any name and an arrow on a (21) was a of a casular masses and many their are some
5 6	A. Any person <u>under twenty-one (21) years of age</u> who possesses not more than one ounce of cannabis or cannabis concentrate or derivative is guilty of the offense of possession of the offense of the offense of possession of the offense of the offens
7	cannabis.
8	
9	Section 3. Paragraph D of section 6-3H-6 of the Breckenridge Town Code is hereby
10 11	amended so as to read in its entirety as follows:
12	D. A person commits possession of drug paraphernalia if he possesses drug paraphernalia
13	and knows or reasonably should know that the drug paraphernalia could be used under
14	circumstances in violation of the laws of the town or the state of Colorado, unless the
15	person is twenty-one (21) years of age or older and the drug paraphernalia is
16	reasonably associated with marijuana.
17	
18	<u>Section 4</u> . If any section, subsection, sentence, clause or phrase of this ordinance is for
19	any reason held to be invalid, such decision shall not affect the validity of the remaining portion
20	of this ordinance. The electors of the Town of Breckenridge hereby declare that they would hav
21	passed this ordinance, and each section, subsection, sentence, clause, and phrase thereof,
22	irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases
2324	had been declared invalid.
25	Section 5. This ordinance shall be published as required by law, and shall become
26	effective on January 1 st , 2010.
27	circuite on Junuary 1, 2010.
28	INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29	PUBLISHED IN FULL this day of, 2009. A Public Hearing shall be held at the
30	regular meeting of the Town Council of the Town of Breckenridge, Colorado on the day of
31	, 2009, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
32	Town.
33	
34	TOWN OF BRECKENRIDGE, a Colorado
35	municipal corporation
36	
37	
38 39	\mathbf{p}_{v}
39 40	By John G. Warner, Mayor
41	Joini G. Wainer, Mayor
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900-158\Ordinance Adopting Initiated Ordinance_3 (08-04-09)

ORDINANCE CALLING SPECIAL ELECTION ON 1 MARIJUANA ORDINANCE 2 3 4 COUNCIL BILL NO. 5 6 Series 2009 7 8 AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF 9 BRECKENRIDGE AT A SPECIAL TOWN ELECTION TO BE HELD ON 10 2009 THE QUESTION OF THE ADOPTION OR REJECTION OF A PROPOSED INITIATED ORDINANCE, TO BE EFFECTIVE JANUARY 1, 2010, REMOVING ALL CRIMINAL 11 12 PENALTIES UNDER TOWN LAW FOR THE POSSESSION OF ONE OUNCE OR LESS OF 13 MARIJUANA AND RELATED PARAPHERNALIA BY PERSONS TWENTY ONE YEARS 14 OF AGE OR OLDER; SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR 15 THE CONDUCT OF THE ELECTION 16 17 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, 18 COLORADO: 19 20 Section 1. Findings. The Town Council of the Town of Breckenridge finds as follows: 21 22 A. A petition initiating a proposed ordinance has been filed with the Town Clerk in 23 accordance with the requirements of the Breckenridge Town Charter. 24 25 B. The proposed initiated ordinance would remove all criminal penalties from the Breckenridge Town Code for the possession of one ounce or less of marijuana and related 26 27 paraphernalia by those persons twenty-one years of age or older effective January 1, 2010 (the 28 "Marijuana Decriminalization Ordinance"). 29 30 C. The Marijuana Decriminalization Ordinance would not affect any state or federal law, 31 rule, or regulation concerning the possession of marijuana by any person. 32 33 D. The initiative petition has been certified by the Town Clerk as containing the required 34 number of signatures of registered electors of the Town. 35 36 E. When an initiative petition has been certified by the Town Clerk as containing the required number of signatures of registered electors the Breckenridge Town Charter requires the 37 38 Town Council to promptly consider the proposed initiated ordinance, and to either adopt the 39 ordinance, or to submit the question of the adoption or rejection of the ordinance to the electors 40 of the Town. 41 42 F. The Town Council has considered the Marijuana Decriminalization Ordinance as

43

44

required by the Breckenridge Town Charter.

1	G. The Town Council has determined that the Marijuana Decriminalization Ordinance
2	should not be adopted by the Town Council, but instead the question of its adoption should be
3	submitted to the considered judgment of the registered electors of the Town at a special election
4	to be held on, 2009 as provided in this ordinance.
5	·
6	H. Section 31-11-111(1), C.R.S., provides that after an election has been called on a
7	proposed initiated ordinance the Town Council or its designee shall fix a ballot title.
8	
9	I. The Town Council has determined that it (and not its designee) should fix the ballot
10	title for the election to be held on the Marijuana Decriminalization Ordinance.
11	the for the election to be note on the Mangania Beenminanzation oremaneer
12	J. In connection with the fixing of the ballot title for the election to be held on the
13	Marijuana Decriminalization Ordinance the Town Council of the Town of Breckenridge finds
14	and determines as follows:
15	and determines as follows.
	1. The Town Council has considered the public confusion that might be coused by
16	1. The Town Council has considered the public confusion that might be caused by
17	misleading ballot titles.
18	O The consultant dense division of the effect of a 16-22 and 12 and 12 and 14 Marilland
19	2. The general understanding of the effect of a "yes" or "no" vote on the Marijuana
20	Decriminalization Ordinance will be clear to the electors.
21	
22	3. The ballot title for the election on the Marijuana Decriminalization Ordinance will not
23	conflict with those titles selected for any other measure that will appear on the municipal ballot
24	at the special election called by this ordinance; and
25	
26	4. The ballot title for the election on the Marijuana Decriminalization Ordinance
27	correctly and fairly expresses the true intent and meaning of the measure.
28	
29	Section 2. Special Election Called; Ballot Title Fixed. A special Town election is called
30	and shall be held on, 2009. At the election there shall be submitted to the vote
31	of the registered electors of the Town the ballot issue hereinafter set forth. The official ballot for
32	the election, including mail-in and early ballots, shall state the substance of the ballot issue to be
33	voted upon, and as so stated shall constitute the ballot title, designation, and submission clause,
34	and each registered elector voting at the election shall indicate his or her choice on the ballot
35	issue submitted, which shall be in the following form:
36	
37	QUESTION
38	[QUESTION LETTER OR NUMBER TO BE INSERTED BY ELECTION
39	OFFICIAL]
40	
41	SHALL THE ELECTORS OF THE TOWN OF BRECKENRIDGE ADOPT AN
42	AMENDMENT TO THE BRECKENRIDGE TOWN CODE, EFFECTIVE
43	JANUARY 1, 2010, REMOVING ALL CRIMINAL PENALTIES UNDER
44	TOWN LAW FOR THE POSSESSION OF ONE OUNCE OR LESS OF
45	MARIJUANA AND RELATED PARAPHERNALIA BY PERSONS TWENTY
46	ONE YEARS OF AGE OR OLDER?

1	
2	YES
3	
4	NO
5	
6	Section 3. Effect of Vote. If a majority of the electors voting on the Marijuana
7	Decriminalization Ordinance vote "Yes", the ordinance shall be considered adopted upon the
8	certification of the election results, and the ordinance shall become effective on January 1, 2010.
9	If a majority of the electors voting on the Marijuana Decriminalization Ordinance vote "No", the
10	ordinance shall be considered not to have been adopted upon the certification of the election
11	results.
12	
13	Section 4. [Coordinated Election. The special Town election to be held on November 3,
14	2009 to consider the Marijuana Decriminalization Ordinance shall be conducted as a coordinated
15	election with Summit County. The Summit County Clerk and Recorder shall conduct the special
16	Town election on behalf of the Town. Pursuant to Section 1-12-6 of the <u>Breckenridge Town</u>
17	Code, the election shall be conducted under the Uniform Election Code of 1992. The Town's
18	share of the cost of the coordinated election shall be paid from the general fund of the Town.]
19	or the cost of the cost minimum events and to plant from the general fame of the cost minimum.
20	Section 5. Officers to Take Appropriate Action. The officers of the Town are authorized
21	and directed to take all action necessary or appropriate to effectuate the provisions of this
22	ordinance.
23	
24	Section 6. Notice of Election. The Town Clerk, or the coordinated election official if so
25	provided by intergovernmental agreement, shall give or cause to be given the notice of election
26	required by Section 1-5-205, C.R.S.
27	
28	Section 7. Copies of Marijuana Decriminalization Ordinance to be Made Available.
29	Pursuant to Section 6.6 (b) of the <u>Breckenridge Town Charter</u> , copies of the Marijuana
30	Decriminalization Ordinance shall be made available to the public by the Town Clerk within a
31	reasonable time before the election, and also at the polls at the time of the election.
32	
33	Section 8. Designated Election Official. The Town Clerk shall serve as the designated
34	election official of the Town the purposes of performing acts required or permitted by law in
35	connection with the election on the ballot issue, and shall take such action as may be required to
36	comply with all applicable laws pertaining to the conduct of the election.
37	
38	Section 9. State Law Adopted. Unless alternative procedures are provided by the
39	Breckenridge Town Charter the election shall be conducted in accordance with the provisions of
40	Article 11 of Title 31, C.R.S., concerning municipal initiative.
41	
42	Section 10. No Referendum. Pursuant to Section 6.1(b) of the <u>Breckenridge Town</u>
43	<u>Charter</u> this ordinance is not subject to the people's reserved power of referendum.
44	
45	Section 11 Effective Date. This ordinance shall be published and become effective as
46	provided by Section 5.9 of the <u>Breckenridge Town Charter</u> .

TOWN OF BRECKENRIDGE, a Colorado municipal corporation
municipal corporation
By
By John G. Warner, Mayor
7.

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best, Community Development Department

RE: Tract 1, Valley Brook Subdivision

Ordinance Authorizing Conveyance to Mercy Housing

DATE: August 4, 2009 (for August 11th)

According to the Development Agreement for the Valley Brook property, which was executed by the Town and Mercy Housing in June of 2008, the Town anticipated donating the Valley Brook parcel to Mercy Housing for the development and construction of 40-60 affordable units. An Ordinance authorizing the conveyance of the housing tract to Mercy has been included in your packet and is scheduled for first reading on the Council's August 11, 2009 evening agenda.

According the Development Agreement, the donation of the land is to occur only after the Town reviews and approves a development plan and reviews, approves, and agrees to the project budget, subsidy, and schedule (business plan). Staff has been working with Mercy on a development plan for 42 units and the plan was presented to the Planning Commission on August 4, 2009. The Planning Commission recommended approval of the plan and on August 11th the Council will consider a resolution approving the plan. Mercy will then use the final plan to complete their final cost estimates and it is anticipated that the final project budget, subsidy, and schedule will be ready for Council consideration in September. Because Mercy is still anticipating a Fall start, staff believes it would be helpful for the Council to approve the first reading of the Ordinance that is required to convey the land now, in conjunction with the approval of the development plan. The second reading of the Ordinance and the public hearing would then be scheduled to coincide with the Councils review of the business plan in September.

Mercy Housing has provided very preliminary cost estimates for the project. The current estimates are approximately \$12.3 million in project costs (includes PV panels, transit stop, and recreation path connection), \$8.7 million in project revenue, \$1.1 million in outside grant revenue. This results in an estimated \$2.5 million gap. The projected revenue is based on 22 units targeted for 80% AMI households and 20 units priced at 120% AMI households. (\$160,671-\$302,019). These are preliminary estimates which will be finalized by Mercy working with a general contractor using the approved plan.

Staff recommends approval on first reading of the Ordinance authorizing the conveyance of the housing tract to Mercy Housing with the understanding that the second reading will not be considered without a review/approval by the Council of the final project budget, cost, subsidy, and schedule. This is scheduled for September 22, 2009.

Town staff and Mercy Housing staff will be available during the worksession to answer any questions. Thank you for your consideration.

1	FOR WORKSESSION/FIRST READING – August 11
2 3	COUNCIL BILL NO. 10
4	
5	Series 2009
6 7 8 9	AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN-OWNED REAL PROPERTY TO MERCY HOUSING COLORADO, a Colorado non-profit corporation (Tract 1, Valley Brook Subdivision)
10	WHIEDELG A A A A A A A A A A A A A A A A A A A
11 12 13 14 15	WHEREAS, pursuant to the authority granted by Resolution No. 18, Series 2009, the Town of Breckenridge entered into that "Development and Charitable Contribution Agreement" dated June 11, 2009 ("Agreement") with Mercy Housing Colorado, a Colorado non-profit corporation ("Mercy"); and
15 16 17 18 19 20 21	WHEREAS, in Section 1 of Resolution No. 18, Series 2009, the Town Council of the Town of Breckenridge made certain findings and determinations concerning the need for affordable housing within the Town and the power and legal authority of the Town to act to satisfy such need, which findings and determinations are hereby reaffirmed and restated with the same legal effect as if set forth in full in this resolution; and
22 23 24	WHEREAS, pursuant to the Agreement, Mercy intends to develop a 42 unit affordable housing project on certain Town-owned real property described in the Agreement; and
25 26 27	WHEREAS, the Town-owned real property described in the Agreement has now been resubdivided; and
28 29 30 31	WHEREAS, Section 4.2 of the Agreement requires the Town to convey to Mercy, for Mercy's use in developing the affordable housing project described in the Agreement, the following described Town-owned real property:
32 33 34 35 36	Tract 1, Valley Brook Subdivision, Town of Breckenridge, County of Summit and State of Colorado, according to the plat recorded, 2009 under Reception No of the records of the Clerk and Recorder of Summit County, Colorado
37 38	upon the satisfaction of certain conditions; and
39 40	WHEREAS, the Town Manager has advised the Town Council that the conditions described in Section 4.2 of the Agreement have been satisfied, and that it is now necessary and
41 42 43	appropriate for the abovedescribed Town-owned real property to be conveyed to Mercy for its use in the development of the affordable housing project described in the Agreement; and
44 45 46	WHEREAS, Section 15.3 of the <u>Breckenridge Town Charter</u> authorizes the Town Council, at is option, to convey Town-owned real property by ordinance without voter approval; and

1	
2	WHEREAS, the Town Council finds and determines that the Town-owned real property
3	described in this ordinance should be conveyed to Mercy Housing without requiring voter
4	approval.
5	
6	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
7	BRECKENRIDGE, COLORADO:
8	
9	Section 1. The Mayor of the Town of Breckenridge is authorized, empowered, and
10	directed to execute, acknowledge, and deliver to Mercy Housing Colorado, a Colorado non-
11	profit corporation, a special warranty deed. The deed shall convey to Mercy Housing Colorado, a
12	Colorado non-profit corporation, the following Town-owned real property:
13	Colorado non-profit corporation, the following Town-owned real property.
14	Tract 1, Valley Brook Subdivision, Town of Breckenridge, County of Summit
15	and State of Colorado, according to the plat recorded, 2009 under
16	Reception No of the records of the Clerk and Recorder of
17	Summit County, Colorado
18	Summit County, Colorado
19	Such real property is to be used by Mercy Housing Colorado, a Colorado non-profit corporation,
20	in the development of the affordable housing project described in that Development and
21	Charitable Contribution Agreement" dated June 11, 2008 and approved by the Town Council on
22	August 11, 2009. The special warranty deed shall be in a form approved by the Town Attorney.
23	Tragase 11, 2009. The special warranty accassian be in a form approved by the Town Tracomey.
24	Section 2. The Town Council hereby finds, determines and declares that it has the power
25	to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
26	XX of the Colorado Constitution and the powers contained in the <u>Breckenridge Town Charter</u> .
27	The of the constitution and the pointing in the <u>sectioning from Chinese</u> .
28	Section 3. This ordinance shall be published and become effective as provided by
29	Section 5.9 of the Breckenridge Town Charter.
30	======================================
31	INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
32	PUBLISHED IN FULL this day of, 2009. A Public Hearing shall be
33	held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
34	day of, 2009, at 7:30 P.M., or as soon thereafter as possible in the
35	Municipal Building of the Town.
36	
37	TOWN OF BRECKENRIDGE, a Colorado
38	municipal corporation
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41	
42	By John G. Warner, Mayor
43	John G. Warner, Mayor
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1 ATTEST:
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6 Mary Jean Loufek, CMC,
7 Town Clerk

700-318\ Deed Ordinance_3(08-03-09)(First Reading)

Memo

To: Town Council

From: Julia Puester, AICP

Date: April 4, 2009 (for meeting of April 11, 2009)

Re: Resolution Approving the Valleybrook Housing Development Plan

(PC#2009030)

Should the Town Council approve the Valleybrook Housing Development Plan (PC#2009030) at the August 11th meeting under Section 9-1-27 of the Breckenridge Town Code "public improvements projects", a Resolution has been attached.

Nothing in this resolution constitutes final approval by the Town of Breckenridge of the Mercy Housing attainable housing project under the Agreement, including the Business Plan or land dedication. The Town retains all rights under the Development and Charitable Contribution Agreement entered into on June 11, 2008.

FOR WORKSESSION/ADOPTION – AUG. 11

2 3

A RESOLUTION

SERIES 2009

A RESOLUTION APPROVING THE "VALLEYBROOK HOUSING DEVELOPMENT PLAN" UNDER THE TOWN OF BRECKENRIDGE "PUBLIC PROJECTS ORDINANCE"

WHEREAS, Section 9-1-27 of the <u>Breckenridge Town Code</u> establishes a separate process for the review and approval of "public improvement projects"; and

WHEREAS, Section 9-1-27 of the <u>Breckenridge Town Code</u> defines the term "public improvement project" so as to include "the construction, erection, repair, maintenance, replacement, relocation or improvement of attainable workforce housing on Town-owned, leased, or controlled real property, regardless of whether the attainable housing project will be operated by the Town or some other person"; and

WHEREAS, Section 9-1-5 of the <u>Breckenridge Town Code</u> defines an "attainable workforce housing project" as follows:

A development project in which ownership, occupancy, and sale of the property to be developed is restricted in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied only by qualified persons meeting specific criteria that may include income test(s) and employment requirements as described in the project documents. The purpose of an affordable or attainable housing project is to help establish and preserve a supply of moderately priced housing to help meet the needs of locally employed residents of the Town by providing housing to persons who, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy suitable housing.

; and

WHEREAS, the Town and Mercy Housing Colorado, a Colorado non-profit corporation "Mercy Housing"), entered into a Development and Charitable Contribution Agreement dated June 11, 2008 ("Agreement"); and

WHEREAS, the Agreement contemplates that Mercy Housing will construct an attainable housing project as defined in Section 9-1-5 of the <u>Breckenridge Town Code</u> on certain Town-owned real property as generally described in the Agreement; and

WHEREAS, the proposed attainable housing project to be constructed by Mercy Housing (commonly known as "Valleybrook") qualifies as a "public improvement project" under Section 9-1-27 of the <u>Breckenridge Town Code</u>; and

1 WHEREAS, the proposed attainable hosing project to be constructed by Mercy Housing 2 has been processed as a "public improvement project" under Section 9-1-27 of the <u>Breckenridge</u> 3 Town Code; and 4 5 WHEREAS, the Town Council, with the advise and recommendation of the Planning 6 Commission, has reviewed the site plan and related documents submitted by Mercy Housing in 7 connection with its proposed attainable housing project; and 8 9 WHEREAS, the Town Council finds and determines that the site plan and related 10 documents submitted by Mercy Housing are acceptable and should be approved; and 11 12 WHEREAS, it is necessary and appropriate for the Town Council to adopt a resolution 13 formally approving the proposed attainable hosing project to be constructed by Mercy Housing, 14 and setting for the special terms and conditions under which the attainable housing project will 15 be constructed. 16 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF 17 18 BRECKENRIDGE, COLORADO, as follows: 19 20 <u>Section 1</u>. The proposed "Valleybrook Housing Development Plan" submitted by Mercy 21 Housing, all as more fully set forth in the application and related materials contained in planning 22 file number 2009030 and as presented to the Town Council on August 11, 2009, is approved 23 with the findings and conditions set forth on the attached Exhibit "A", which is incorporated 24 herein by reference. 25 26 Section 2. Exhibit "A" to this resolution shall be treated for all purposes as a 27 development permit issued by the Town pursuant to the Town of Breckenridge Development 28 Code (Chapter 1 of Title 9 of the Breckenridge Town Code), and shall be fully enforceable as 29 such. Mercy Housing shall accept the findings and conditions set forth on Exhibit "A", and shall 30 covenant and agree to construct its attainable housing project in compliance with such findings 31 and conditions. 32 33 Section 3. Nothing in this resolution constitutes final approval by the Town of Breckenridge of the Mercy Housing attainable housing project under the Agreement, or the final 34 decision of the Town to provide the "Town Subsidy" described in Section 5.2 of the Agreement. 35 The Town retains all rights under the Agreement. 36 37 38 Section 4. This resolution shall become effective upon its adoption. 39 40 RESOLUTION APPROVED AND ADOPTED this day of , 2009. 41

42 43

1			TOWN OF BRECKENRIDGE
2 3			
4 5			By
6 7			John G. Warner, Mayor
8 9	ATTEST:		
10 11			
12 13 14	Mary Jean Loufek, CMC, Town Clerk	-	
15 16	APPROVED IN FORM		
17 18			
19 20			
21 22	Town Attorney	Date	
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27890123345678901234456789012345655555555555555555555555555555555555	700-318\Site Plan Approval Resolution (08-03-09)	

Town Council Staff Report

Project Manager: Julia Puester, AICP

Date: August 5, 2009 (For meeting of August 11, 2009)

Subject: Valleybrook Housing (Class A, Hearing; PC# 2009030)

Applicant/Owner: Mercy Housing Inc./Town of Breckenridge

Agent: Chris Auxier, Mercy Housing Inc.

Proposal: The proposal includes 38 deed restricted townhomes (24-2 bedroom units and 14-3

bedroom units) and 4 deed restricted 2 bedroom carriage house units in 11 buildings located on a one way road. All units have 2 car garages. There is also an associated private open space and a public park and the asphalt bike path which connects to the

Summit County bike path recently relocated by CDOT.

Address: 1100 Airport Road

Legal Description: Tract 1, Valleybrook Subdivision (a resubdivision of Block 11)

Site Area: 4.542 acres (197,844 sq. ft.)

Land Use District: 31: Employee Housing on Block 11, Commercial, Industrial, Public Facilities, Public

Open Space

Site Conditions: This site consists of primarily dredge rock, raised above the elevations of the adjacent

developed sites. A dense stand of evergreen trees run along Airport Road, acting as a buffer to the northern section of the site. The Blue River runs along the east side of the property. There is a 50' sanitation district easement along west side of the site; a 25' high pressure gas line easement along the east side of the property; a 10' utility,

parking, landscape and retaining wall easement on the southeast lot line.

Adjacent Uses: North: Upper Blue Elementary

South: Timberline Learning Daycare Center and Police Station

East: Blue River

West: Public Works Department

Density: Allowed under LUGs: 145,536 sq. ft. (20 SFE)

Proposed density: 51,764 sq. ft. (9 UPA/32.35 SFE)

Mass: Allowed under LUGs: 174,643 sq. ft.

Proposed mass: 72,972 sq. ft.

F.A.R. 1:2.7

Height: Recommended: 35' to mean of multifamily

Proposed: 35' max. (mean); 38 max. (overall)

Lot Coverage: Building / non-Permeable: 47,054 sq. ft. (24% of site)

Hard Surface / non-Permeable: 36,803 sq. ft. (19% of site)
Open Space / Permeable Area: 113,987 sq. ft. (57% of site)

Parking: Required: 63 spaces

Proposed: 84 spaces (garages)

13 visitor spaces
97 total spaces

Snowstack: Required: 9,200 sq. ft. (25% of roadway and

driveways)

Proposed: 15,508 sq. ft. (%)

Setbacks: Front: 77 ft.

 Sides:
 15 ft.

 Rear:
 30 ft.

Item History

The Town currently owns the land that is the subject of this application. The Town has identified this site for affordable housing. Mercy Housing Colorado, Inc. a non-profit affordable housing developer was selected to develop the site. They were selected based on their proposed program (type and price of housing), their commitment to quality, design, and livability, and their experience with funding and sale of affordable housing, particularly for lower income households. The Town has entered into a *Development and Charitable Contribution Agreement* with Mercy Housing Colorado to design, construct, and sell approximately 40 to 60 units on the site.

According to the Agreement, Mercy is required to work with Town Staff and the Council sub-committee to create an acceptable program, plan, proforma, and budget. These elements are all interrelated and the Town is responsible for funding the gap between the cost of the project and the proceeds from the project. Since the focus of the project is to create affordable price points for lower income households, the gap (required subsidy) could be significant. It is anticipated that the 80% AMI units will be priced around \$160,000 and the 3 bedroom 120% AMI units will be priced around \$300,000. The Council sub-committee has reviewed and worked with Mercy on this plan to insure the Town's property is used efficiently and that costs are controlled while still creating a very desirable, affordable, and livable neighborhood.

The Valleybrook Housing development is a Town project which will be reviewed under the Town Project process (one public hearing before Planning Commission and Town Council) per Development Code Section 9-1-27. The Town held a Community Open House on January 21, 2009 and has been to the Planning Commission for review as a worksession item on January 6th and February 17th and a public hearing August 4th.

Planning Commission comments from August 4th public hearing: (Please refer to the Planning Commission complete minutes for additional discussion):

Mr. Lamb: Final Comments: I echo what Mr. Bertaux said regarding the 80% AMI. Okay with the garage and pan length. I think the landscaping is good. I think that the meter boxes will be okay. We've been trying to define effective solar panels, and the amount of kilowatts and money being spent seems effective here. I agree with the point analysis.

Ms. Katz: Do you have more information for the solar panels? Not concerned with the color of the panels, but more the energy provided to the units. (Ms. Puester provided information on the panels) (The applicant, Chris Auxier, noted that they are 2.2 kilowatts and that he would follow up to provide information on the carbon offset.)

Final Comments: I think it is a great job, and also appreciate the 80% AMI. I agree with Mr. Lamb regarding the solar panels being effective. I think that the solar panels are a small cost for a big benefit, and will make a statement about the Town's commitment to affordable housing. Hope that Council approves the money for the solar panels. I recommend approval.

Ms. Girvin: What is a rain garden? (Mr. Campie with DTJ Design described that the rain gardens are places where the drainage goes and more wet tolerant plants are located there, and the plants and soil helps to filter the storm water drainage. Little water will be retained in the area due to the rocky nature of the site.) Is this intended to be water that is collected on site or from the units gutters? (Mr. Campie: Both) Is the landscaping on the town property separate from the Valleybrook site? (Ms. Puester pointed out the location on the plan. Yes it is off site landscaping, but the trees count is included in this plan. There has been a concern of the view from highway 9 so we have allowed the off site landscaping.) How will the folks that live here get to the rec path? (Ms. Puester pointed out the rec path easement will connect to the bike path on the property along the south side of the project from the roadway to the public park and onto the rec path). I'm disappointed that so much of the existing vegetation will be removed for the detention pond. Are there requirements to maintain the detention pond free of weeds? (Ms. Puester noted that there is a noxious weed policy on the books and that the HOA will be responsible for maintainance of the ponds and landscaping.) Have you thought about a community garden here? (Mr. Campie said that it was discussed, but from a space requirement it didn't fit and it was decided to let the homeowners decide over time. There is one planned on Block 11.) Valley Brook is the name of the cemetery, have you discussed changing the name? The name might come back to haunt you. (Ms. Best: The housing committee determined that the name should be Valley Brook)

Final Comments: I think this is a very thoughtful project and a great addition to our community. I support recommendation of approval to council.

Mr. Bertaux: How large is the berm? Will the berm plantings be irrigated? (Ms. Puester: Berm is 2-5' in height. Irrigation will be used, but there will not be plantings on the Xcel high pressure gas line easement which is why we have allowed them to landscape on the Town's river parcel to the east of the easement.) Is this an approval or a recommendation? (Ms. Puester: As this is a Town project process, the Commission will issue a recommendation that the Town Council approve or deny the project.)

Final Comments: I have an issue with the meters and the walls, which will be difficult for the meter readers to read if it is screened by landscaping. Thinks that Excel will not allow for so much screening. I think that the Excel easement needs to be revegetated with dirt and seed. I appreciate that you are going LEED Silver. How many of the units will be going to the 80%? (Ms. Harrington 22 units) Thank you for that, it is an underserved section of the community. Thank you for including the snow removal of the driveways by the HOA, that will help. I support the project.

Mr. Pringle: What kind of vegetation can you put on the Xcel easement? (Ms. Puester: We can plant grass but no trees.) Is there an issue with fences outside the historic district? (Mr. Puester: Not if the master plan locates them and they are approved through the process). Isn't there a better solution than to plan to put heat tapes on the roof? Seems like the design is flawed if it calls for that. (Mr. O'Hara with KTGY Architects noted that a cold roof was discussed with the town's third party reviewer who didn't think that it would effectively work in this environment. We were still able to achieve our LEED certification with the heat tape because they are not very energy consumptive and a small amount. The heat tape is on a thermostat and timer). (Mr. Auxier noted that it is actually the extruded aluminum panel, not the tape) Is there a cap on resale? What about foreclosure? The Town should protect their investment. (Ms. Harington: 3% per year or the percentage by which the AMI has changed.) (Lindsay Shorthouse stated that shortsale could be an option as a device before an FHA foreclosure.)

Final Comments: I like the changes to the elevations and layout. I think landscape looks good. I was nervous about the snow plowing and that has been addressed. I recommend Town Council approval. I agree with the point analysis.

Mr. Allen: Is a variance required for the length of the driveways? How long is 18'? (Ms. Puester: A variance is not required because the code section 9-1-27 does not require variances and allows for exemptions. Ms. Puester presented a street section showing the 14' ROW, 2' pan, and 18' min. driveway section. A license agreement is required by Public Works and Engineering. There are guest spaces that are the ROW in Wellington near the greens. Mr. Neubecker stated that 18'is the same length as a parking space.) What is the logic behind the HOA plowing the driveway? Is this something that can be left up to the HOA? I am concerned that the owners won't be able to decide this later and that it should be in the Rules and Regs rather than the Covenants. (Ms. Harrington, Mercy Housing: noted that it is now in the declaration, but maybe it could be put in the rules and regulations so that it can be changed). Where is the no overnight parking? (Ms. Harrington noted that it is not allowed in the guest spots during winter months for plowing reasons)

Final Comments: I have a concern with the 18' driveway and think it will hurt the project later on. Give Town Council an analysis of an estimated percentage of energy use, for example 5% of the home's use or 90% of the home's use? If Council does not approve the solar panels, the points for that goes away. I do not support putting snow plowing the driveway in the declarations; it should be the HOA's decision on maintenance issues. It is a great project and I hope you're successful.

Staff Comments

Land Use (Policies 2/A & 2/R): The Land Use Guidelines for District 31 was recently amended to include Commercial, Industrial, public open space, public facilities, child care facilities and surface parking. Employee housing is an allowed use within the District on Block 11 subdivision only. This project is within the Block 11 subdivision.

Density/Intensity (3/A & 3/R)/Mass (4/R): Per the Development Code, townhomes have a conversion rate of 1,600 square feet per unit. The project is under the permitted density and mass. The project is also at 9.23 UPA which is also under the permitted LUG for District 31 of 20 UPA.

Architectural Compatibility (5/A & 5/R): This project has been reviewed under the Town's Development Code and the Block 11 Master Plan and Design Review Guidelines. The project consists of 38-2 and 3 bedroom townhome units and 4-2 bedroom carriage house units above garages. All units have a two car tandem garage, including the carriage house units. There are 11 buildings made up of 5-plexes, 4-plexes and 2 duplexes.

Building elevations have been revised to provide more detail, break-up the facades and roofline lengths. The roof pitches have been modified to an 8:12 roof pitch which is more in character with Breckenridge and will provide better solar exposure for the flush mounted solar panels. Out of the 42 units, 40 will have solar panels. The proposed panel system will provide approximately 1.7-2.2 kilowatts per unit; a 90 kilowatt system. This is anticipated to offset approximately 65-75% + of average energy use for the units. Positive three (+3) points have been assessed under Policy 33R *Energy Conservation*.

There have been some concerns raised in the past regarding the building which have adjacent garages in the middle of the buildings. The applicant has revised the elevations and roof plans to reduce the potential for freeze and melt situations in the valleys of the garages. Heat tape and gutter will be installed in the valleys of those garages to further prevent issues. All roofs will be prewired for heat tape in case there are issues elsewhere over time.

The buildings are primarily horizontal and vertical hardiboard material with some hardiboard shake accents on some of the buildings. The hardiboard will come primed from the manufacturer and painted with a 10 year warranty 3-system paint on site. There are wood front decks. The roofs are a black/grey composite asphalt shingle and garage doors are metal which match the primary building color. There are 4 earth toned color schemes which will be available at the meeting. The application has been assessed negative six points (-6) for non-natural material. Staff has no concerns.

Building Height (6/A & 6/R): The building height of 35' to the mean of multi-unit buildings falls within the existing LUD 31. All buildings are under or meet the 35' maximum mean height. The majority of buildings reach an overall height of 33-35' however, one building reaches 38' in overall height. Staff has no concerns.

Site Plan: The site plan consists of 11 buildings of townhomes and duplexes on a public one way loop road with private open space, a public park and pedestrian pathways. The road connects to the Timberline Learning Center (child care) to the south and public pathway through the south side of the site to the public park and river bike path recently completed by CDOT.

Site and Environmental Design (7/R): The gently sloping site is primarily disturbed with some existing trees at the west side of the site in the detention area, adjacent to Airport Road. Ten (10) large trees will remain along Airport Road, however, due to the installation of the roadway and modification of the

detention area, many of the existing trees will be lost. The applicant will attempt to save as many larger and smaller existing trees as possible during construction in addition to new plantings in the area for buffer. A curb cut is proposed off of Airport Road in which the Public Works Department has plans to line up their access within the near future to improve circulation of that area of Airport Road.

The applicant has proposed to grade the lot flat which requires a 4' boulder rock retaining wall on the southern side of the property. The site areas at the southern end of the property will have a 2-3' of cut while the northern end of the site will receive 2-3' of fill in spots.

A 25' high pressure gas line easement runs along the eastern boundary of the site. Due to the nature of this gas line, the applicant is unable to do significant grading work to this area. Therefore, the 25' easement will sit slightly above the finished floor of the units. This will in turn assist in screening the site further from Highway 9. The Town owned river parcel on the east side of the easement will also be slightly bermed for further screening.

Due to the site's proximity to the police station, a 6' sound wall has been proposed adjacent to the police station parking lot. This sound wall would prevent head lights shining into windows and reduce noise pollution to the residents of this development.

The Commission has recommended to uphold Staff's recommendation of negative four (-4) points for site and environmental design due to the flattening of the site, and negative two (-2) points for excessive retaining wall.

Placement Of Structures (9/A & 9/R): Structures have been placed to allow for the majority of units to have passive solar as well as active solar on 40 out of 42 of the units. The application meets the suggested building setbacks as called out in the approved Block 11/Valleybrook Master Plan and Development Code. The garages have not been setback 20 feet from the property line as the Development Code suggests. They are however 20' from the roadway. This placement has been reviewed and is acceptable to Public Works and Engineering with a License Agreement. The required parking per unit is provided in the garages. As this is a public project reviewed under Section 9-1-27, a formal variance from this policy is not required. We have no concerns.

Snow Removal And Storage (13/R): Adequate snow storage has been shown along the one-way road with additional areas planned for the driveways and corners of the site. The Public Works Department has reviewed this site plan. The concern with the snow storage areas shown has been with regard to parking in the driveway and potential damage to vehicles if they overhang the 18' driveway. This could be alleviated partially with the fact that the HOA will be responsible for plowing driveways which will encourage residents to park inside the 2 car garage during the winter months. To ensure that the Town is released of any potential liability with plowing the public ROW, a license agreement is a condition of approval. Staff has no concerns.

Refuse (15/A & 15/R): Per this section of the Code: "The town finds that individual refuse pick up for multi-unit residential developments of more than six (6) units, and developments of more than three (3) duplexes, is inconvenient, inefficient and potentially hazardous <u>in a community with a high percentage of short term rental units</u>. Multiunit residential developments of more than six (6) units, and developments of more than three (3) duplexes shall provide a trash dumpster or compactor with an approved trash dumpster enclosure." (Highlight added.)

This policy has been applied to past projects which are commercial in nature or condo/hotel; uses which would have a high percentage of short term rentals. Because the nature of this development will be all employee units with no second homeowners or short term rentals present, and buildings contain less than 6 units each and less than 3 duplexes total, Staff finds that this policy is not applicable to this project. This will be similar to the Wellington Neighborhood to utilize roll off containers. The Planning Commission agreed at the last meeting.

Access / Circulation (16/A & 16/R; 17/A & 17/R): The applicant is proposing a 14-foot one-way loop road with 2 foot pans on each side through the site with a 38-foot public ROW, with one access point from Airport Road. This allows for a denser project while maintaining safety and maintenance needs. The road also provides a connection to the childcare center site to the south. The applicant has consulted with the Red, White and Blue Fire District, Engineering Department and Public Works Department on the street section designs and there are no concerns.

Parking (18/A & 18/R): The minimum parking requirement is exceeded with this application. Two tandem parking spaces have been provided for each unit within each garage. Per past precedent, the Town has allowed tandem parking for residential use controlled by one owner. There have been further discussions on permitting parking outside of the garage units in the driveways which encroach into the Rights-of-Way. The driveways are a minimum of 18' to garage door from the edge of pan and 20' from the edge of the road. This will require a license agreement for each unit and the HOA (for guest parking spaces). As it is realistic that the driveways may have a vehicle parked on it at some point in time, staff finds that a license agreement should be entered into and recorded to assist in diverting future conflicts. This situation would be similar to the situation existing at next to each green at the Wellington Neighborhood. The applicant has included in the HOA Declarations that there would be no overnight parking in guest parking spaces that would interfere with the removal of snow during winter months. Staff has not counted driveway parking spaces toward the required parking. Public Works and Engineering have approved the driveway configuration and condition for a license agreement. In addition, there are thirteen guest parking spaces at three locations are also provided for visitors. Staff has no concerns.

Landscaping (22/A & 22/R): With little existing vegetation on this site, any new landscaping is important for site buffering and visual enhancement. The revised plans show 93 Evergreen trees at 8'-12' tall, 29 Cottonwood, and 187 Aspen and other ornamental deciduous trees at 2"-3"+ caliper. This along with 82 five-gallon evergreen shrubs and 688 varied deciduous shrubs, in addition to perennials and ornamental grasses provides a nice landscaping plan that should buffer and enhance the development. Some of the trees will be along Airport Road and on the Town-owned river parcel to help further screen the site from Highway 9 as well as internally to screen the utilities stands. The ground treatment throughout the site is a mix of cobble mulch for small spaces (such as between driveways), turf, natural grass and wood mulch with plantings. Permanent and temporary irrigation is proposed, including to the Town owned river parcel which will be landscaped to further screen the project from Highway 9. Staff has assigned positive four (+4) points under Policy 22/R with the final point analysis.

A 6' sound wall proposed on the site adjacent to the Police Station parking lot has been included within the packet. The purpose is to block noise and lights from the police vehicles. It is proposed to be constructed of alternating split faced (rough) and smooth faced CMU block. As this type of wall and material is not common in many applications, Staff wanted to raise the question of whether the material is appropriate. The Planning Commission was not concerned with the material of the sound wall.

The fence locations are shown around rear patio areas. The fences meet policy 47 regarding height and spacing. A condition of approval has been added by Staff that all fences shall be painted tan in color throughout the project for consistency.

Social Community / Employee Housing (24/A &24/R): All 42 units will be deed restricted. As a result, the application warrants positive ten (+10) points.

Utilities Infrastructure (26/A & 26/R; 28/A): All required utilities will be in the adjacent ROWs. The applicant has proposed the electrical and gas meters to be located on a wall-like pedestal, a stand alone structure from the buildings rather than on the sides of the buildings. (Attaching the meters on the sides of the buildings would require a 4' gable structure which the applicant felt would not correspond with the shed roof style of the sides of the buildings). The applicant has attempted to hide these structures for the meters between the buildings, with additional screening by widening the ends of the structure which face the ROW or public spaces as well as with evergreen trees. This is not common in applications as meters are typically located on the sides of buildings rather than in the side yards. The Planning Commission was generally not concerned with the proposed meter locations or stand alone structures (please see minutes included).

Drainage (27/A & 27/R): A drainage plan has been provided. The civil drawings show the detention pond at the northwest area of the property, near where there is an existing detention area as well as in the northeast corner. There are rain gardens within the landscape plan which work in conjunction with smaller collection areas and pipe the water toward the eastern section of the site. Staff has no concerns with the proposal.

Subdivision: This project will be subdivided at a staff level as foundations are poured by condominium plats (due to the carriage house units on the second floor and building code requirements).

Point Analysis (Section: 9-1-17-3): A review of the proposal indicates that the development passes with positive nine (+9) points. Negative six points (-6) would be incurred under Policy 5R Architectural Compatibility due to the use of non-natural material. Negative four points (-4) would be incurred under Policy 7R Site and Environmental Design due to excessive grading and significant removal of buffer as well as negative two (-2) points for excessive retaining walls on the south side of the site. Positive four (+4) points are warranted for the landscaping plan under Policy 22R. Policy 24R Social Community warrants positive ten (+10) points for a 100% deed restricted project. Positive four points (+4) warranted for Policy 25R for constructing a new transit stop. And, positive three (+3) points for Energy Conservation with the addition of solar panels throughout the project under Policy 33R.

Staff Recommendation

The applicant has been working with Town staff during the Town project planning process to ensure the proposal abides with the Development Code in all possible ways.

The revisions in this submittal reflect the comment heard from the Planning Commission, Council, staff, and the Housing Sub-Committee.

As mentioned, this project is classified as a "Town Project" under the Development Code. As such, Section 9-1-27 does not contemplate the normal review and approval process. Instead, it requires the Town Council to "consult with and seek the advice and recommendation of the planning commission in order that

the proposed public improvement project shall conform to the Town's master plan and ordinances insofar as practical." At the conclusion of the Commission's review of the proposed project, the Planning Commission is to submit its "recommendations and advice" to the Council.

The Planning Commission recommends that the Council uphold the Point Analysis showing a passing score of positive nine (+9) points and recommends approval of the Valleybrook Housing Development Plan and Findings and Conditions (Class A, Combined Hearing; PC#2009030) as presented by a vote of 6-0.

In addition, should the Council approve the project, Staff would ask that Council also approve the resolution approving the Development Permit this evening. The resolution will not commit the Town to the project however, it will allow the developer to move forward with final pricing. The project must receive budget approval from the Council as well as approval for the land conveyance to move forward with the project.

	Draft Impact Analysis			T
Project:	Draft Impact Analysis Valleybrook Housing	Positive	Points	+21
Project: PC#	2009030	POSITIVE	romis	T41
Date:	7/28/2009	Negative	Points	- 12
Staff:	Julia Puester, AICP	Negative		
J.a.i.	330001,71101	Total	Allocation:	+9
	Items left blank are either not			
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
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)		
4/R 5/A	Mass Architectural Competibility / Historia Briggity Baliaina	5x (-2>-20)		
5/A 5/R	Architectural Compatibility / Historic Priority Policies Architectural Compatibility - Aesthetics	Complies	- 6	Use of non-natural material over 25%
5/R	Architectural Compatibility / Conservation District	3x(-2/+2) 5x(-5/0)	- 0	OSE OF HOLL-HARDIAN INARELIAN OVER 25%
5/13	Architectural Compatibility / Conservation District Architectural Compatibility H.D. / Above Ground Density 12	,		
5/R	UPA	(-3>-18)		
E/D	Architectural Compatibility H.D. / Above Ground Density 10	(-3>-6)		
5/R 6/A	UPA Building Height	, ,		
6/A 6/R	Relative Building Height - General Provisions	Complies 1X(-2,+2)		
U/ IX	For all structures except Single Family and Duplex Units outside	1/(-2,+2)		
	the Historic District			
6/R	Building Height Inside H.D 23 feet	(-1>-3)		
6/R	Building Height Inside H.D 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District	, ,		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)	- 4	Site graded to meet development needs of flat site. Existing veg. buffer on west side removed.
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)	- 2	Retaining walls needed due to excessive site grading on south side.
	Site and Environmental Design / Driveways and Site Circulation	4X(-2/+2)		grading on south side.
7/R 7/R	Systems Site and Environmental Design / Site Privacy			
7/R 7/R	Site and Environmental Design / Site Privacy Site and Environmental Design / Wetlands	2X(-1/+1) 2X(0/+2)		
///	one and Environmental Design / Wetlands	,		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development Placement of Structures	Complies		
9/A 9/R	Placement of Structures Placement of Structures - Public Safety	Complies 2x(-2/+2)		
9/R 9/R	Placement of Structures - Public Safety Placement of Structures - Adverse Effects	2x(-2/+2) 3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		

17/A	External Circulation	Complies		
18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	4x(-2/+2)	+4	
24/A	Social Community	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)	+10	100% affordable
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
		+3/6/9/12/15		
24/R	Social Community - Historic Preservation/Restoration - Benefit	10/0/0/12/10		
		4x(-2/+2)	+4	Constructing new transit stop and pull out
25/R	Transit	, ,		along existing route.
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
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 31/A	Beyond the provisions of Policy 30/A	2x(0/+2)		
	Water Quality Water Quality - Water Criteria	Complies		
32/A	Water Conservation	3x(0/+2) Complies		
32/A	water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)	+3	40 out of 42 units provided with solar panels.
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		140 out of 42 units provided with solal panels.
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		

TOWN OF BRECKENRIDGE

Valleybrook Housing Development Plan Tract 1, Valleybrook Subdivision 1100 Airport Road PERMIT #2009030

STAFF RECOMMENDATION:

Staff recommends the Planning Commission approve this application with the following findings and conditions.

FINDINGS

- 1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
- 2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
- 3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
- 4. This approval is based on the staff report dated **July 28, 2009** and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
- 5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **August 4, 2009** as to the nature of the project. In addition to Commission minutes, the meetings of the Commission are tape recorded.
- 6. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.

CONDITIONS

- 1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
- 2. Applicant shall enter into a License Agreement with the Town of Breckenridge to permit parking and walkways within the public Rights-of-Way.
- 3. Applicant shall enter into a Sewage Line Extension Agreement with the Breckenridge Sanitation District in a form acceptable to the Breckenridge Sanitation District.
- 4. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
- 5. This permit expires three years from date of issuance, on **August 10, 2012**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be three years, but without the benefit of any vested property right.

- 6. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
- 7. Nothing in this permit shall constitute an agreement by the Town of Breckenridge to issue a certificate of occupancy for the project covered by this permit. The determination of whether a certificate of occupancy should be issued for such project shall be made by the Town in accordance with the applicable provisions of the Town Code, including, but not limited to the building code.
- 8. Applicant shall not place a temporary construction or sales trailer on site until a building permit for the project has been issued.
- 9. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
- 10. Driveway culverts shall be 18 inch heavy duty corrugated polyethylene pipe with flared end sections and a minimum of 12 inches of cover over the pipe. Applicant shall be responsible for any grading necessary to allow the drainage ditch to flow unobstructed to and from the culvert.
- 11. Applicant shall field locate utility service lines to avoid existing trees.
- 12. Each structure which is authorized to be developed pursuant to this permit shall be deemed to be a separate phase of the development. In order for the vested property rights associated with this permit to be extended pursuant to Section 9-1-17-11(D) of the Breckenridge Development Code, substantial construction must be achieved for each structure within the vested right period of this permit.

PRIOR TO ISSUANCE OF BUILDING PERMIT

- 13. Applicant shall submit proof of ownership of the project site.
- 14. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
- 15. Applicant shall work with the Town Engineer on final curb and ramp plan and profile.
- 16. Applicant shall revise plans to require all fences throughout the development to be painted tan in color to be approved by the Town of Breckenridge Planning Department.
- 17. Applicant shall provide plans stamped by a registered professional engineer licensed in Colorado, to the Town Engineer for all retaining walls over four feet in height.
- 18. Applicant shall identify all existing trees that are specified on the site plan to be retained by erecting temporary fence barriers around the trees to prevent unnecessary root compaction during construction. Construction disturbance shall not occur beyond the fence barriers, and dirt and construction materials or debris shall not be placed on the fencing. The temporary fence barriers are to remain in place until issuance of the Certificate of Occupancy.
- 19. Existing trees designated on the site plan for preservation which die due to site disturbance and/or construction activities will be required to be replaced at staff discretion with equivalent new trees, i.e. loss of a 12 inch diameter tree flagged for retention will be offset with the addition of four 3-inch diameter new trees.
- 20. Applicant shall submit and obtain approval from the Town of a construction staging plan indicating the location of all construction material storage, fill and excavation material storage areas, portolet and dumpster locations, and employee vehicle parking areas. No staging is permitted within public right of way without

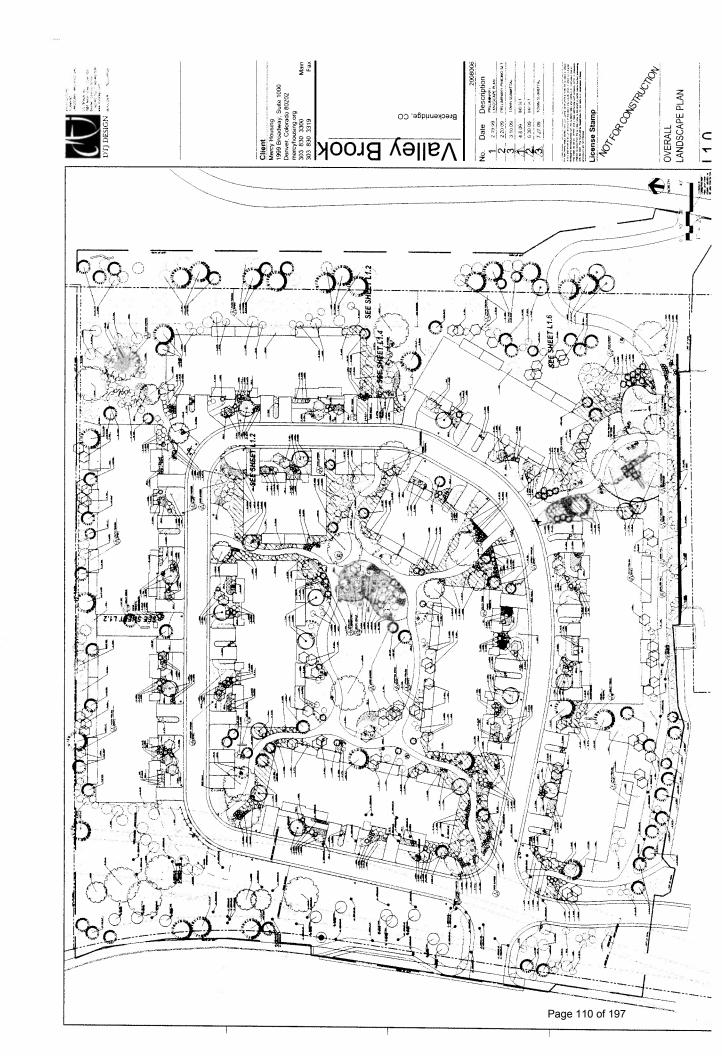
Town permission. Any dirt tracked upon the public road shall be the applicant's responsibility to remove. Contractor parking within the public right of way is not permitted without the express permission of the Town, and cars must be moved for snow removal. A project contact person is to be selected and the name provided to the Public Works Department prior to issuance of the building permit.

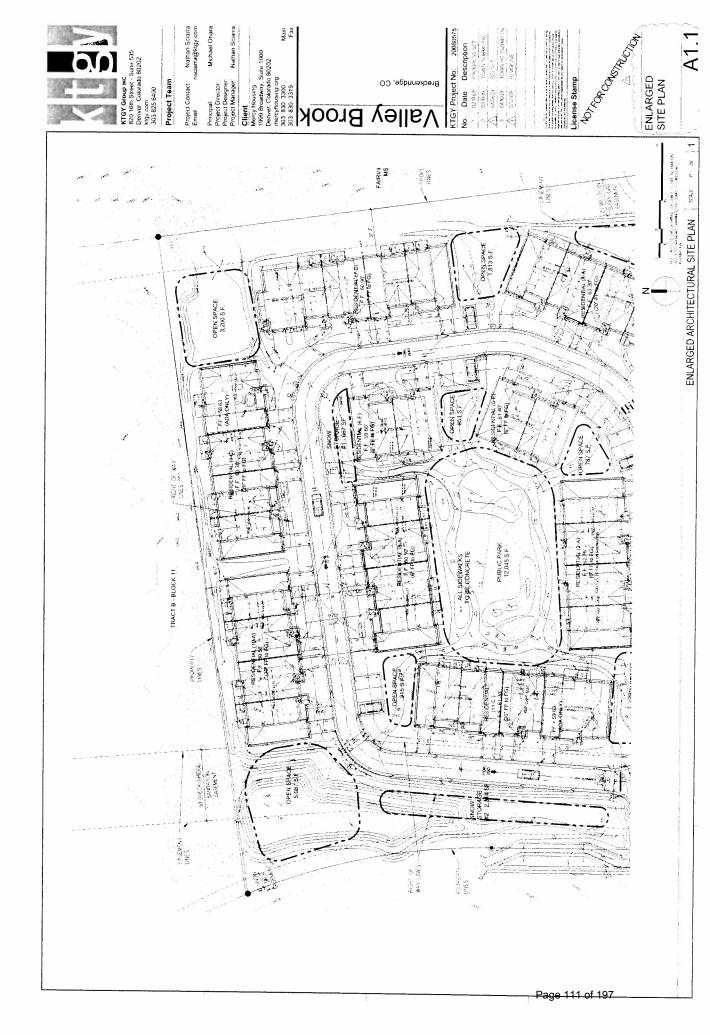
- 21. Applicant shall execute and record with the Summit County Clerk and Recorder a covenant and agreement running with the land, in a form acceptable to the Town Attorney, requiring compliance in perpetuity with the approved landscape plan for the property.
- 22. Applicant shall submit a 24"x36" mylar copy of the final site plan, as approved by the Planning Commission at Final Hearing, and reflecting any changes required. The name of the architect, and signature block signed by the property owner of record or agent with power of attorney shall appear on the mylar.
- 23. Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting on the site. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward.

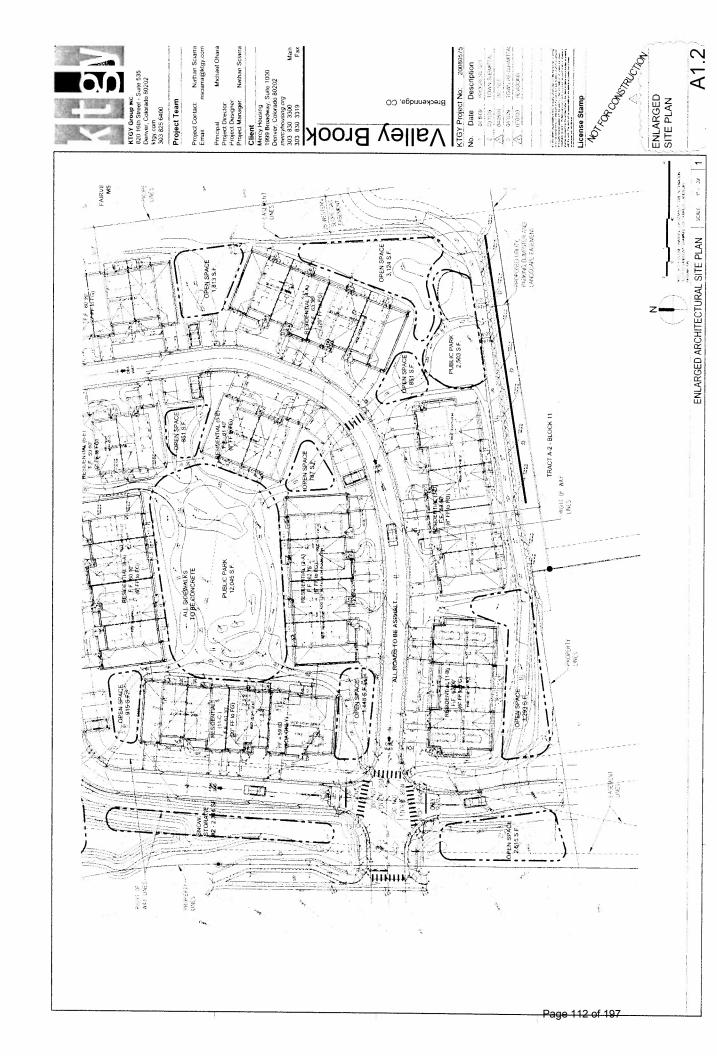
PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

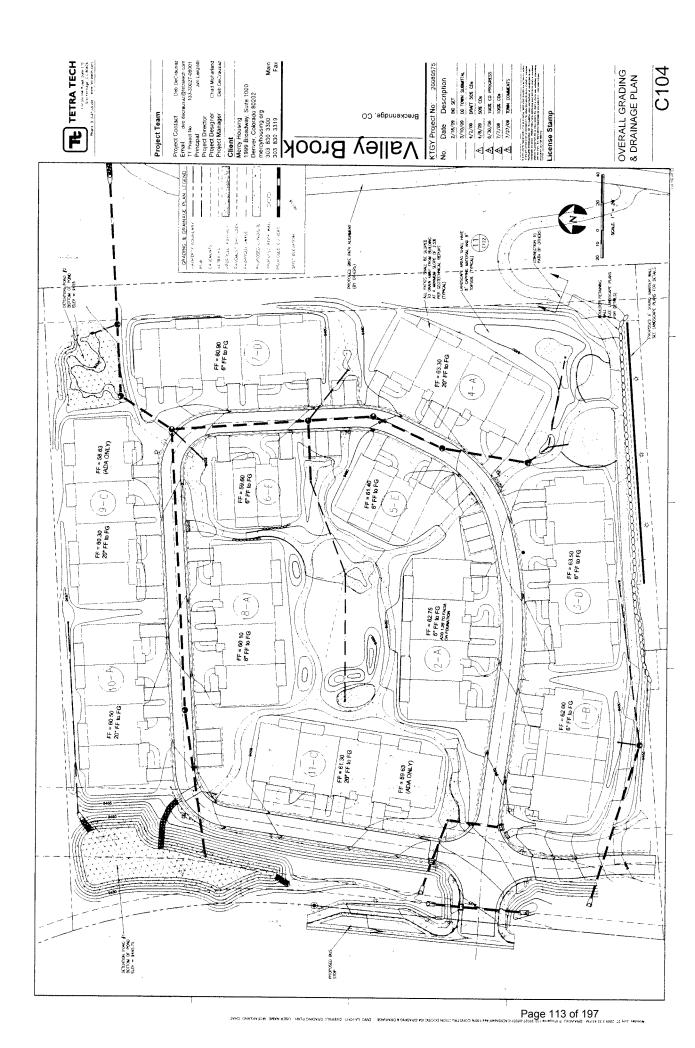
- 24. Applicant shall execute and record with the Summit County Clerk and Recorder an approved standard employee housing covenant, in a form acceptable to the Town Attorney for the 42 employee housing units within the project.
- 25. Applicant shall revegetate all disturbed areas where revegetation is called for, with a minimum of 6 inches of fill, 6 inches of topsoil, seed and mulch per the approved landscape plan details.
- 26. Applicant shall remove leaf clutter, dead standing and fallen trees and dead branches from the property. Dead branches on living trees shall be trimmed to a minimum height of six (6) feet and a maximum height of ten (10) feet above ground.
- 27. Applicant shall paint all flashing, vents, flues, meters, rooftop mechanical equipment and utility boxes on the building a flat, dark color or to match the building color.
- 28. Applicant shall screen all utilities.
- 29. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward.
- 30. At all times during the course of the work on the development authorized by this permit, the permittee shall refrain from depositing any dirt, mud, sand, gravel, rubbish, trash, wastepaper, garbage, construction material, or any other waste material of any kind upon the public street(s), neighboring properties, or the Blue River, adjacent to the construction site. Town shall provide oral notification to permittee if Town believes that permittee has violated this condition. If permittee fails to clean up any material deposited on the street(s), neighboring properties, or the Blue River in violation of this condition within 24 hours of oral notice from Town, permittee agrees that the Town may clean up such material without further notice and permittee agrees to reimburse the Town for the costs incurred by the Town in cleaning the streets. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit.
- 31. The development project approved by this Permit must be constructed in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any material deviation from the approved plans and specifications without Town approval as a

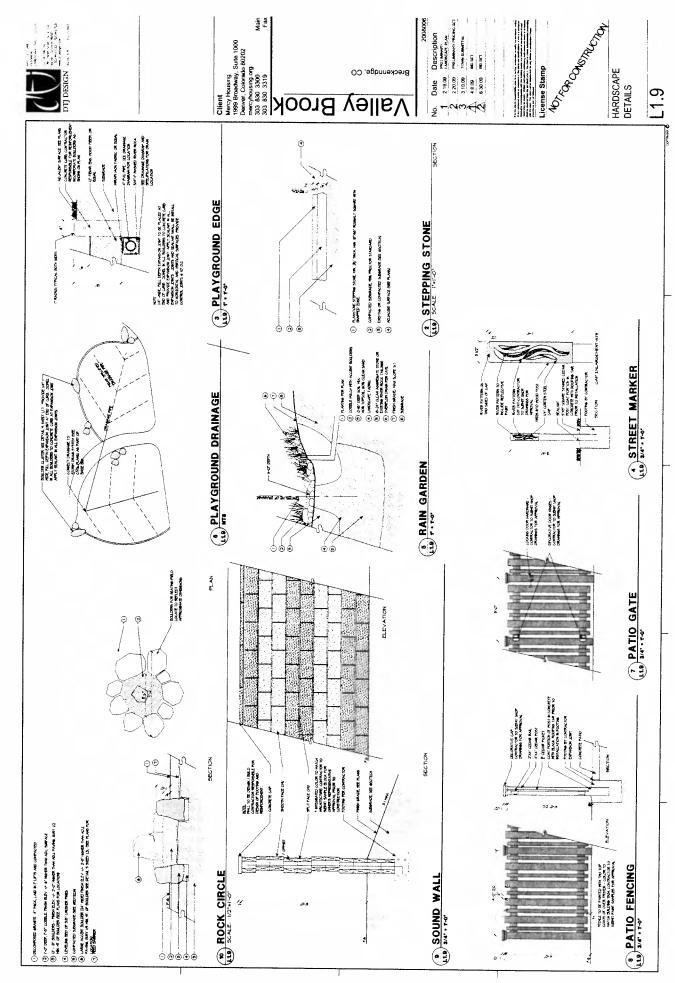
- modification may result in the Town not issuing a Certificate of Occupancy or Compliance for the project, and/or other appropriate legal action under the Town's development regulations.
- 32. No Certificate of Occupancy or Certificate of Compliance will be issued by the Town until: (i) all work done pursuant to this permit is determined by the Town to be in compliance with the approved plans and specifications for the project, and all applicable Town codes, ordinances and standards, and (ii) all conditions of approval set forth in the Development Permit for this project have been properly satisfied. If either of these requirements cannot be met due to prevailing weather conditions, the Town may issue a Certificate of Occupancy or Certificate of Compliance if the permittee enters into a Cash Deposit Agreement providing that the permittee will deposit with the Town a cash bond, or other acceptable surety, equal to at least 125% of the estimated cost of completing any required work or any applicable condition of approval, and establishing the deadline for the completion of such work or the satisfaction of the condition of approval. The form of the Cash Deposit Agreement shall be subject to approval of the Town Attorney. "Prevailing weather conditions" generally means that work can not be done due to excessive snow and/or frozen ground. As a general rule, a cash bond or other acceptable surety will only be accepted by the Town between November 1 and May 31 of the following year. The final decision to accept a bond as a guarantee will be made by the Town of Breckenridge.
- 33. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.













Client

Wercy House

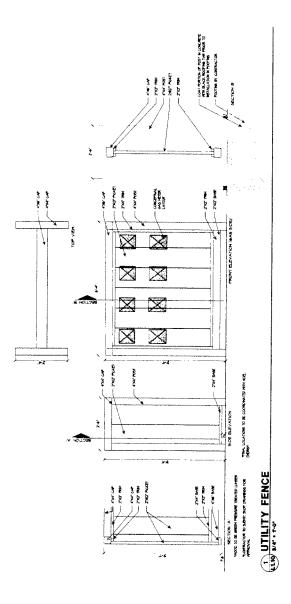
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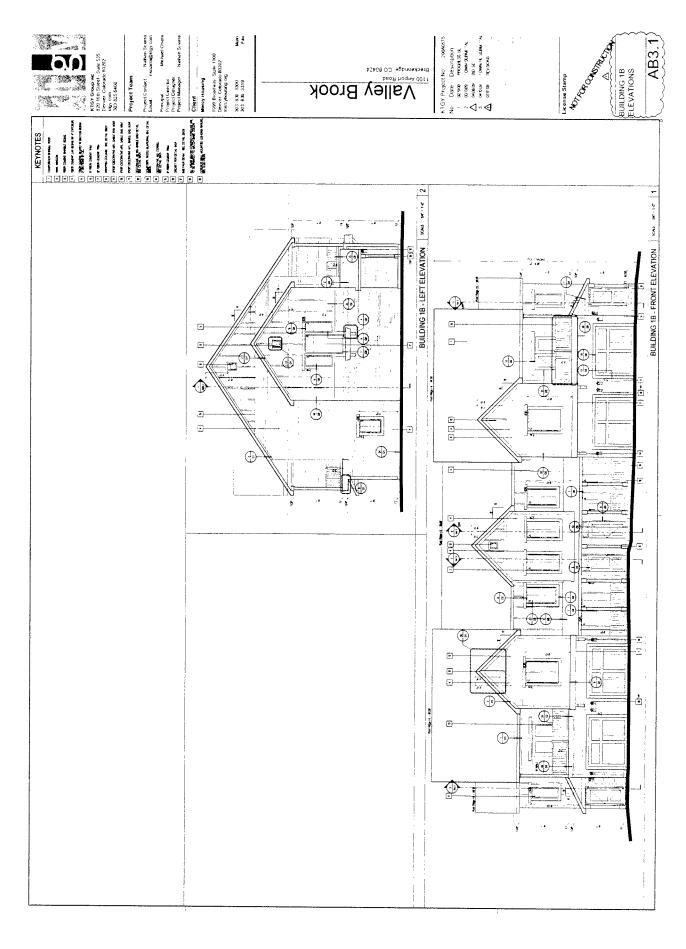
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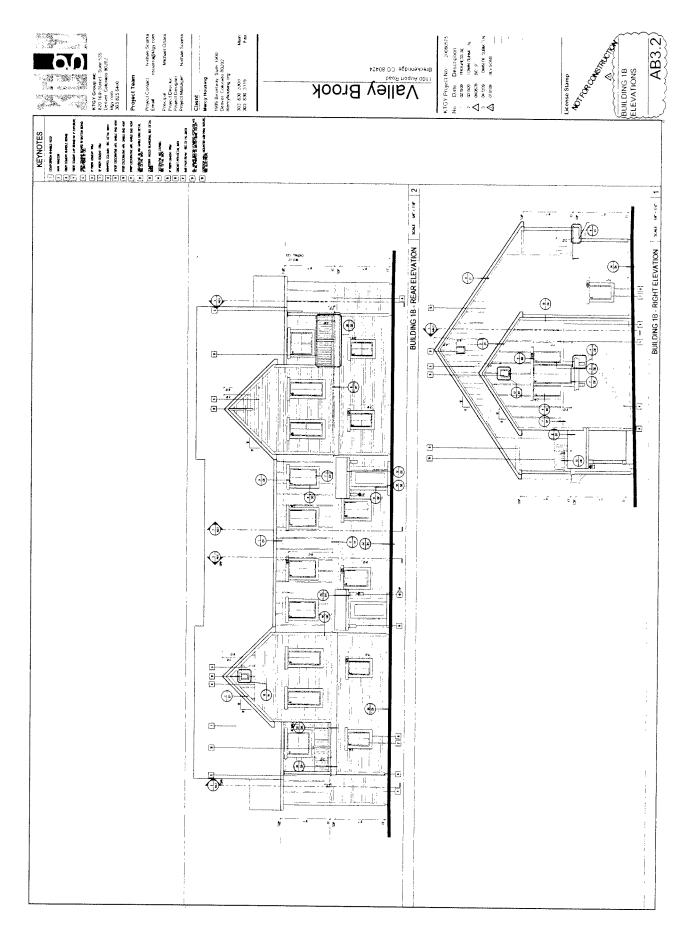
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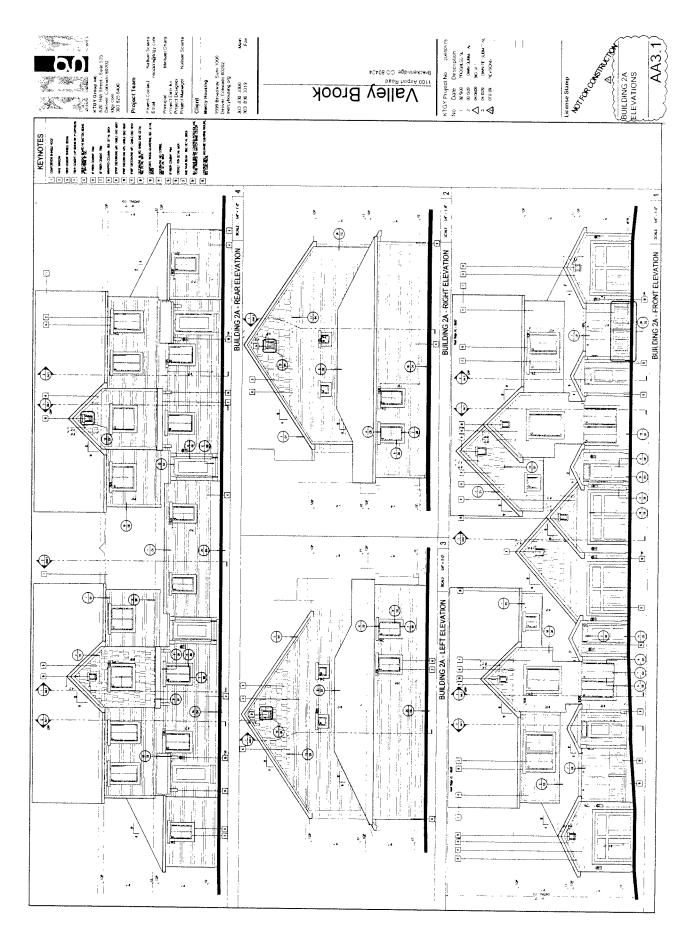
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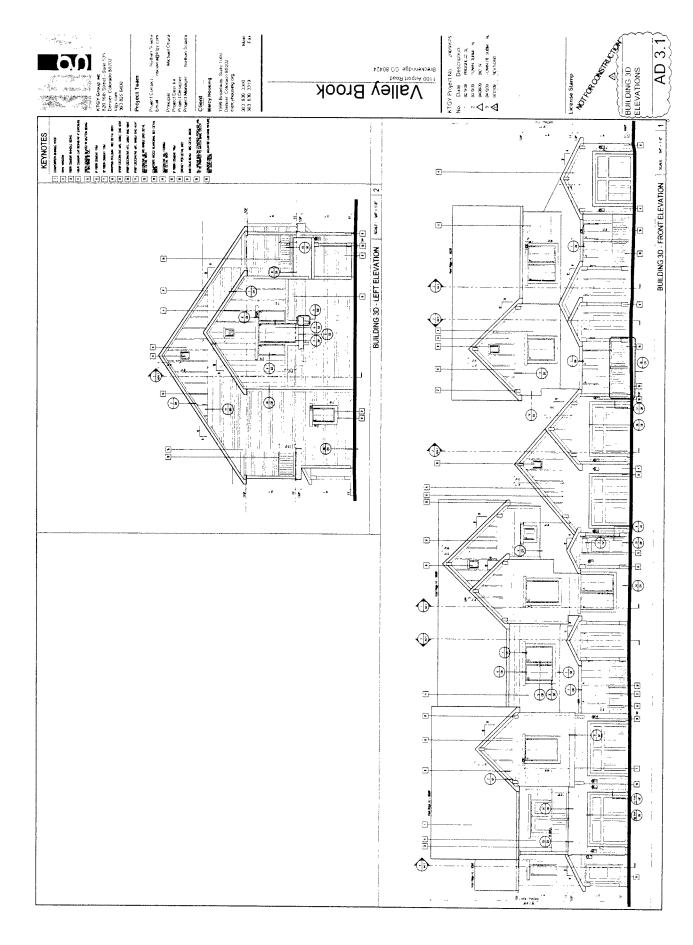
HARDSCAPE DETAILS L1.10

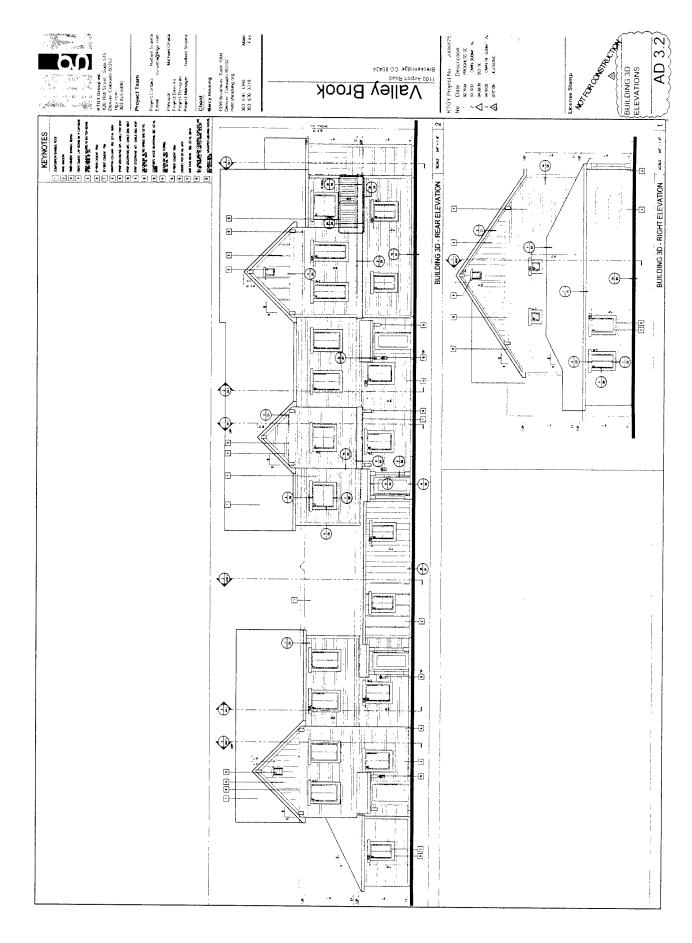


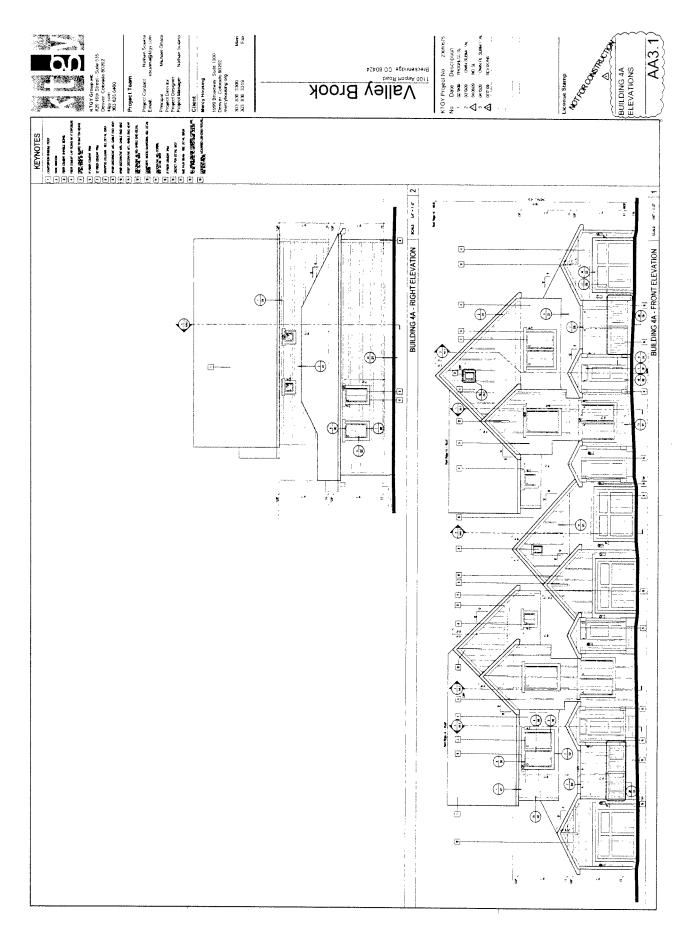


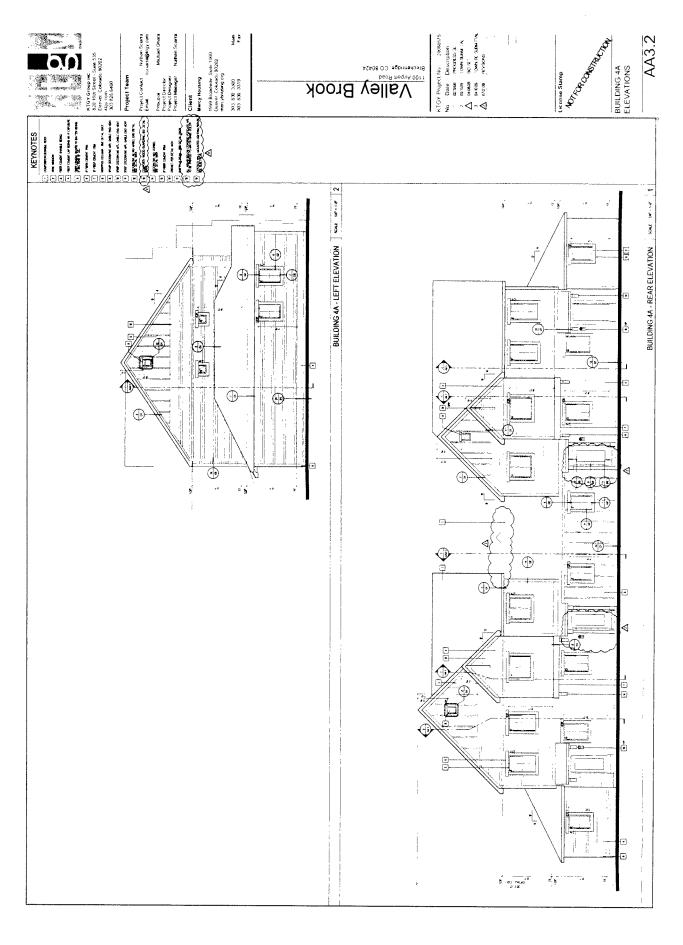


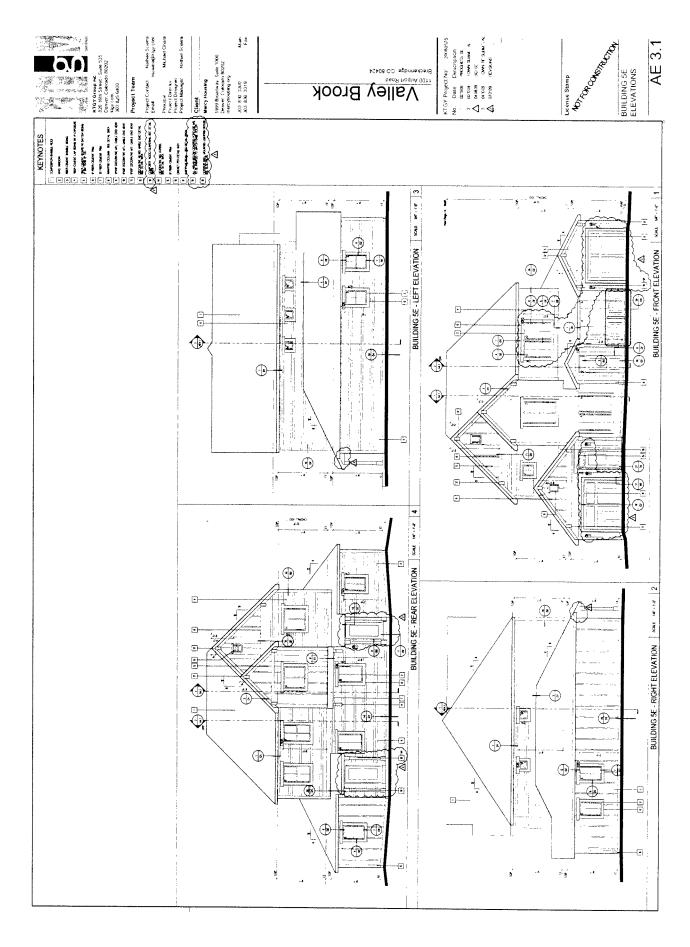


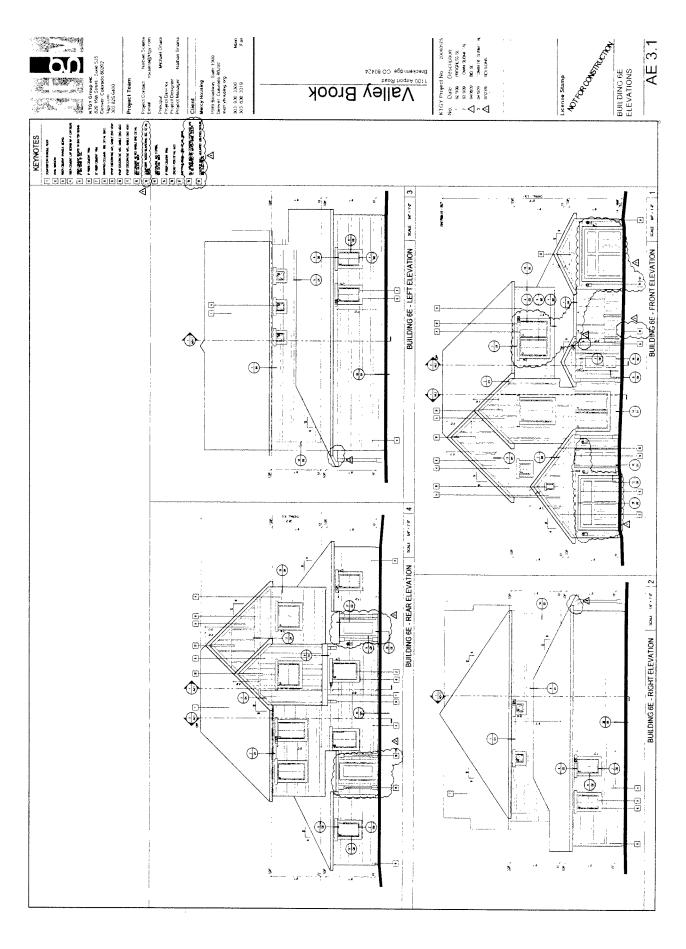


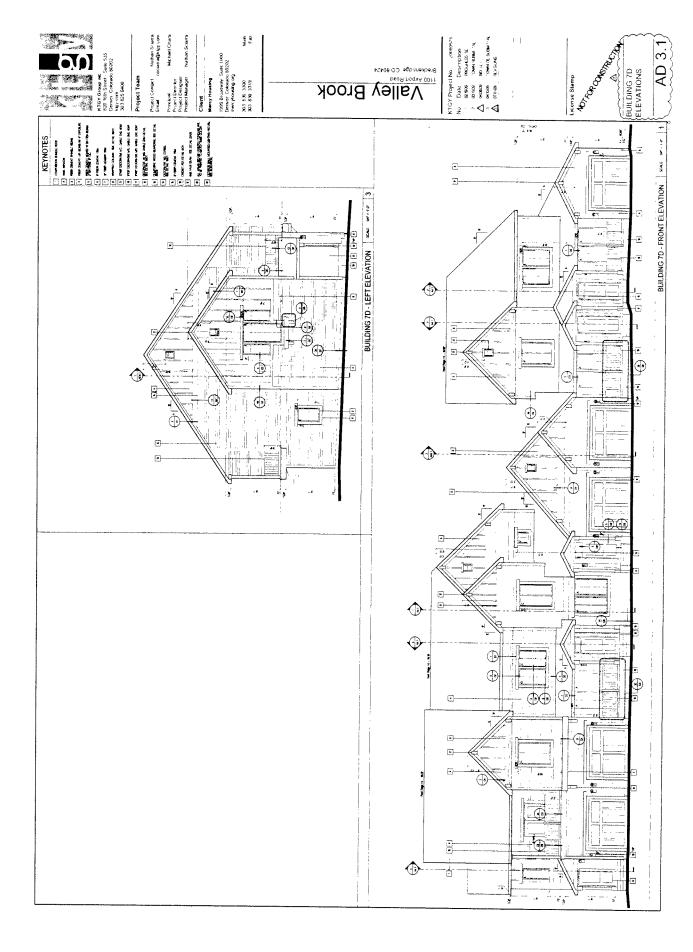


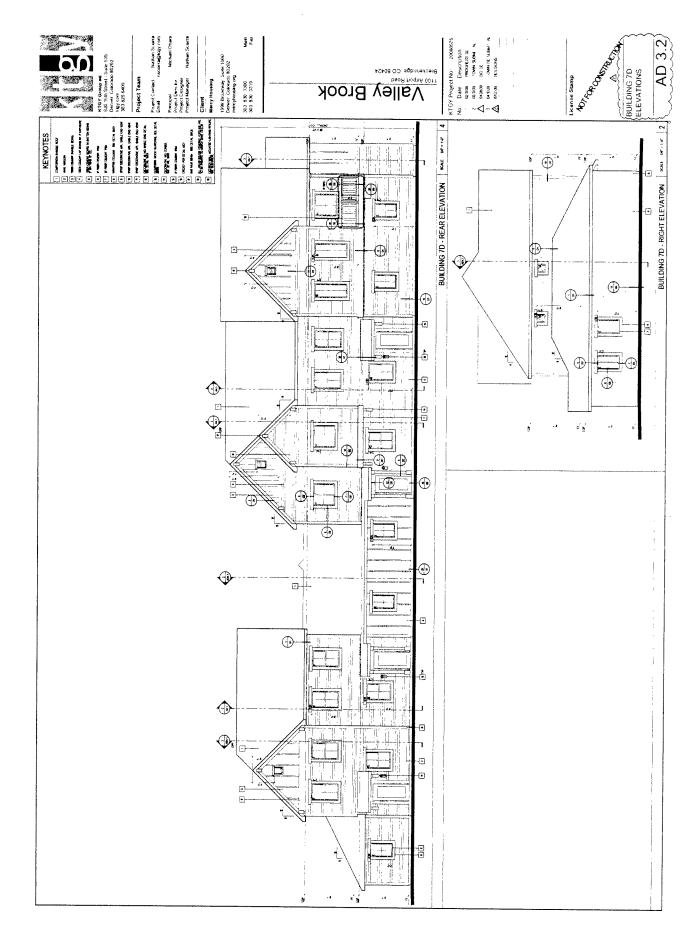


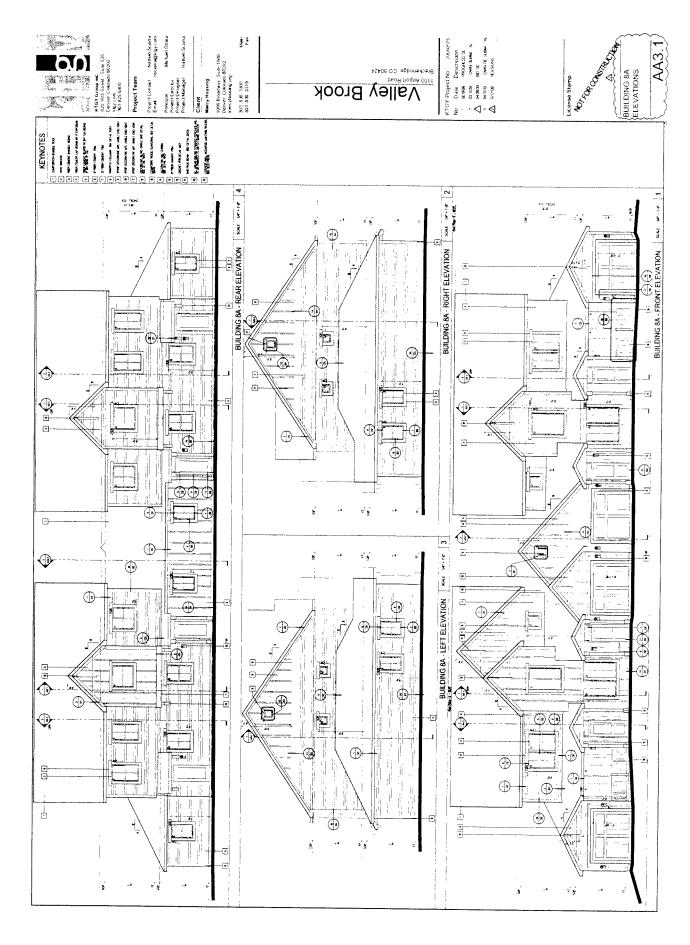


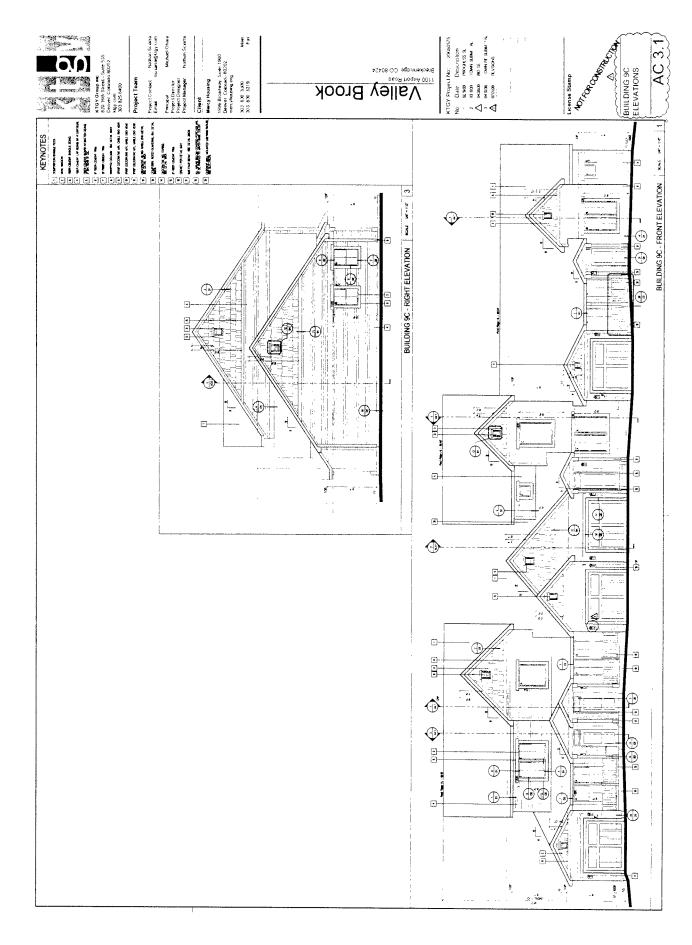


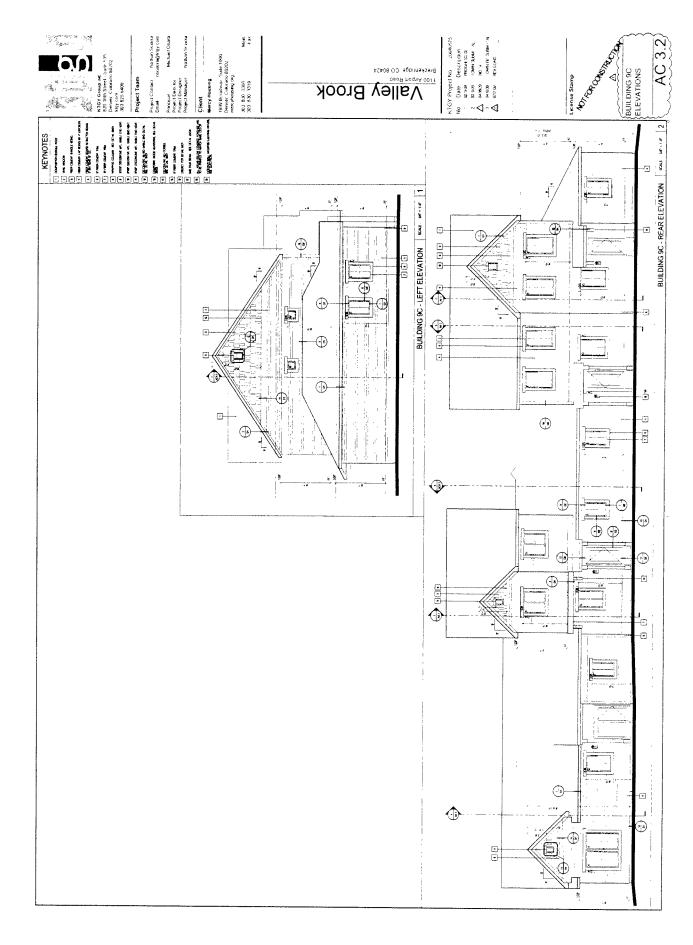


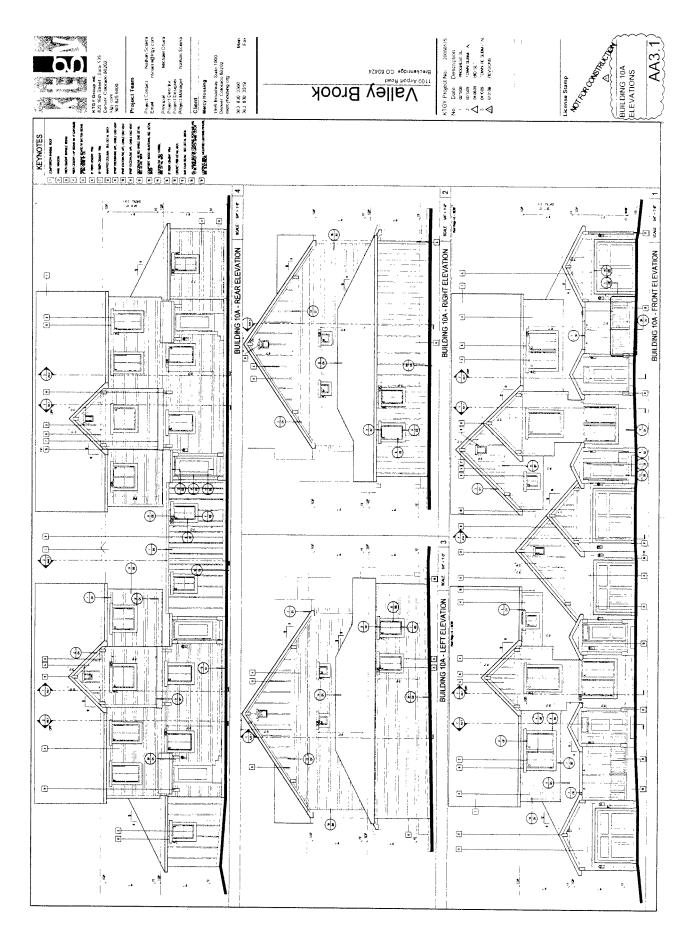


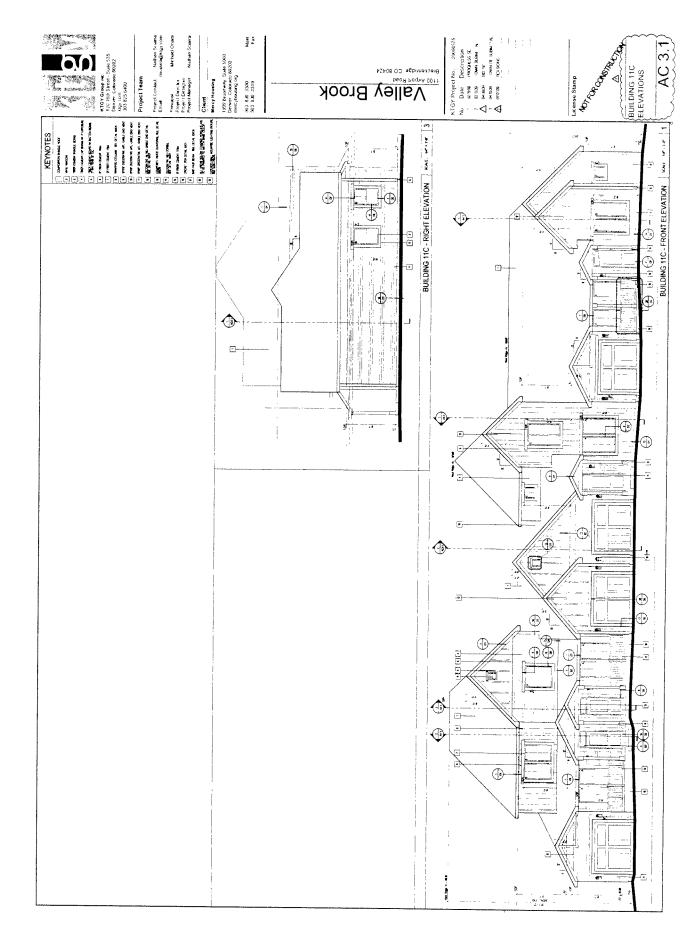


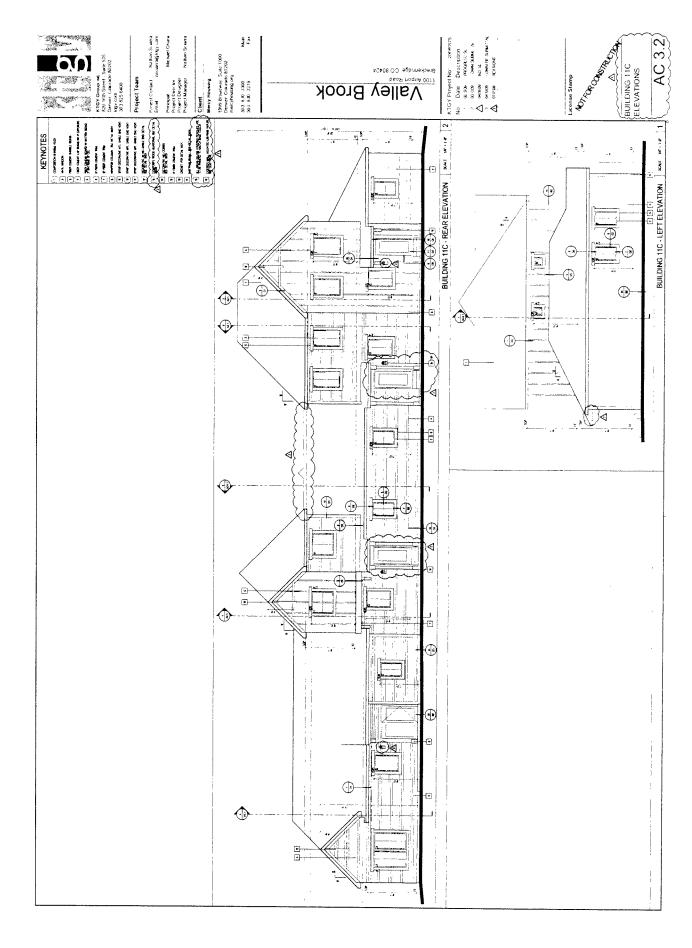












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MEMO

TO: Town Council

FROM: Laurie Best, Community Development Department

RE: Wellington Neighborhood-FHA compliant Supplemental Deed Restriction

DATE: August 4, 2009 (for August 11th)

Enclosed in your packets is a <u>resolution</u> to approve a Supplemental Declaration of Covenants, Conditions and Restrictions to be used for FHA-insured mortgages in the Wellington Neighborhood. The Supplemental Declaration was drafted to satisfy FHA underwriting criteria and will be used on a case by case basis for FHA insured mortgages in Wellington Neighborhood. A copy of the Supplemental Declaration is also included in your packet.

In the event a buyer intends to utilize an FHA-insured mortgage, and requests the Supplemental Declaration, the Town will verify that the sale price complies with any price cap and that the buyer meets 1) the FHA income limits (140% AMI) and 2) any income/employment requirements under the master covenant. Then the Town will execute the Supplemental Declaration in conjunction with the closing. The Supplemental Declaration does not terminate the original Master Covenant, but sets specific terms that apply until the HUD insured mortgage is satisfied.

The specific terms that apply during the term of the HUD insured mortgage include:

- The Supplemental Declaration applies only to a specified HUD insured mortgage
- In the event of foreclosure of the HUD insured mortgage the Master Covenant will automatically terminate
- The HUD insured mortgage will be the first lien, superior to the Town's Deed of Trust
- With respect to the HUD insured mortgage, the provision of the Master Covenant that
 provide for equitable relief and liquidated damages do not apply to the resale
 restriction and the conveyance of a property will not be voidable.
- The maximum resale price (price cap) will allow Owners to recoup a sales commission and Capital Improvements as provided for in the Town's Administrative Rules and Regulations
- The Town will receive notice of foreclosure and may make payments to avoid foreclosure or redeem the property

The resolution has been drafted to allow minor non-substantive changes to the Supplemental Declaration if approved by the Town Manager and Town Attorney, and also authorizes the Town Manager to use a form that is substantially similar for other Town-held housing covenants for the purpose of allowing property owners to obtain FHA-insured mortgages.

The resolution authorizing the Town manager to execute the Supplemental Declaration is schedule for your consideration under legislative items. Staff believes that FHA/HUD financing is important and we recommend approval of the resolution. Since FHA does require the termination of the deed restriction in the event of foreclosure there is a risk that the Town may have to exercise its option to acquire a unit in order to preserve the deed restriction. We will be available during the worksession to discuss the amendment. Thank you for your consideration.

1	FOR WORKSESSION/ADOPTION – AUG. 11
2	A DESCRIPTION
3 4	A RESOLUTION
5	SERIES 2009
6	
7	A RESOLUTION APPROVING A FORM OF "SUPPLEMENTAL DECLARATION OF
8	COVENANTS, CONDITIONS AND RESTRICTIONS" FOR USE IN CONNECTION WITH
9	FHA-INSURED MORTGAGES AT THE WELLINGTON NEIGHBORHOOD
10	
11	WHEREAS, certain of the property in the Wellington Neighborhood are subject to the
12	"Employee Housing Master Covenant and Agreement" for Wellington Neighborhood dated
13	October 14, 1999 and recorded October 18, 1999 under Reception No, 608409 of the records of
14 15	the Clerk and Recorder of Summit County, Colorado, as amended (the "Master Covenant"); and
16	WHEREAS, property owners in the Wellington Neighborhood whose property is subject
17	to the Master Covenant cannot currently obtain FHA-insured mortgages; and
18	to the Master Covenant camot currently obtain 11174-insured mortgages, and
19	WHEREAS, the Town Council has been asked to modify the Master Covenant to allow
20	property owners in the Wellington Neighborhood whose property is subject to the Master
21	Covenant to obtain FHA-insured mortgages; and
22	
23	WHEREAS, the Town Council finds and determines that it would appropriate to allow
24	the Master Covenant to be modified on a case-by-case basis in order to allow property owners in
25	the Wellington Neighborhood whose property is subject to the Master Covenant to obtain FHA-
26	insured mortgages; and
27	WHERE AC 41 Town A44 more less many 1 from a f 46 more 1 De 1 mail on a f
28	WHEREAS, the Town Attorney has prepared a form of "Supplemental Declaration of
29 30	Covenants, Conditions and Restrictions (Wellington Neighborhood–FHA Insured Mortgage)" (the "Supplemental Declaration") for the purpose of modifying the Master Covenant on a case-
31	by-case basis to allow to allow property owners in the Wellington Neighborhood whose property
32	is subject to the Master Covenant to obtain FHA-insured mortgages; and
33	is subject to the Muster Covenant to obtain 11111 insured mortgages, and
34	WHEREAS, the Supplemental Declaration has been or will soon be reviewed and
35	approved for use in the Wellington Neighborhood by the United States Department of Housing
36	and Urban Development; and
37	
38	WHEREAS, it is necessary and appropriate for the Town Council to formally approve
39	and authorize the use of the Supplemental Declaration.
40	
41	NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
42	BRECKENRIDGE, COLORADO, as follows:
43	

<u>Section 1</u>. The form of "Supplemental Declaration of Covenants, Conditions and Restrictions (Wellington Neighborhood–FHA Insured Mortgage" (Exhibit "A" hereto) is

approved. Such form may be used by the Town Manager to modify the Wellington

44 45

46

1	•		case-by-case basis to allow to allow property owners in the	
2			perty is subject to the Master Covenant to obtain FHA-	
3	insured mortgages. Non-substantive changes to the approved form of Supplemental Declaration			
4	may be approved by the Tov	wn Manaş	ger after consulting with the Town Attorney.	
5	Castion 2 In addition	4. 1	a such a size of four year in the Wallington Naighborhood the	
6 7			g authorized for use in the Wellington Neighborhood the antially similar to the Supplemental Declaration to modify	
8			on a case-by-case basis for the purpose of allowing property	
9	_		the Town's housing covenants to obtain FHA-insured	
10			elemental Declaration shall be subject to the approval of the	
11	Town Attorney.	FF		
12	•			
13	Section 3. This reso	lution sha	all become effective upon its adoption.	
14				
15	RESOLUTION APP	PROVED	AND ADOPTED this day of, 2009.	
16			TOWN OF PREGVENING	
17			TOWN OF BRECKENRIDGE	
18 19				
20			Ry	
21			By John G. Warner, Mayor	
22			oom of wanter, nady or	
23	ATTEST:			
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27	M I G-1-	_		
28 29	Mary Jean Loufek, CMC, Town Clerk			
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50	900-118-3 Supplemental Declaration Re	esolution_2 (0	08-03-09)	

DRAFT July 13, 2009 DRAFT 1 2 3 SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND 4 RESTRICTIONS 5 (Wellington Neighborhood–FHA Insured Mortgage) 6 7 This Supplemental Declaration of Covenants, Conditions and Restrictions (the 8 "Supplemental Declaration") is dated _ _, 2009 and is between the 9 TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the "Town") and the 10 undersigned owner(s) (collectively, the "Owner") of the following real property located in the 11 Town of Breckenridge, Summit County, Colorado: 12 13 Lot ____, Block ____, Wellington Neighborhood; 14 also known as: 15 16 (the "**Propert**y") 17 WHEREAS, the Property is subject to that "Employee Housing Master Covenant and 18 Agreement" for Wellington Neighborhood dated October 14, 1999 and recorded October 18, 19 1999 under Reception No, 608409 of the records of the Clerk and Recorder of Summit County, 20 Colorado (the "Master Covenant"); and 21 WHEREAS, the Town and the Owner have agreed to supplement (but not to terminate) 22 the Master Covenant to allow the Owner to obtain the HUD Insured Mortgage described in 23 Exhibit "A" to this Supplemental Declaration; and 24 WHEREAS, by letter dated April 23, 2009 the U.S. Department of Housing and Urban 25 Development authorized the Town to use 140% of the Area Median Income for Summit County, 26 Colorado as the income limit for the Town's affordable housing program as defined in HUD's 27 Mortgagee Letter 94-2. 28 NOW, THEREFORE, the Town and the Owner agree as follows: 29 1. <u>Purpose</u>. The purpose of this Supplemental Declaration is to modify the Master 30 Covenant with respect to (and only with respect to) the HUD Insured Mortgage 31 described in Exhibit "A" to this Supplemental Declaration. This Supplemental Declaration does not terminate the Master Covenant with respect to the 32 Property, and the Master Covenant continues to burden the Property 33 notwithstanding the execution and recording of this Supplemental Declaration. 34 35 However, for so long as this Supplemental Declaration remains in effect the 36 provisions of this Supplemental Declaration will control over any conflicting 37 provision of the Master Covenant. This Supplemental Declaration is to be interpreted and enforced in accordance with the purpose as stated in this Section 38 39 1.

1 2. Intent to Comply With HUD Requirements. This Supplemental Declaration has 2 been executed to satisfy the requirements of the applicable HUD regulations, 3 currently set forth at 24 C.F.R. §203.41, so that the Owner may obtain the HUD 4 Insured Mortgage described on Exhibit "A". This Supplemental Declaration is to 5 be interpreted and applied at all times in a manner that is consistent with this 6 intent. 7 3. Definitions. In addition to those terms defined in parentheses above, as used in 8 this Supplemental Declaration the following words have the following meanings: "HUD" means the United States Department of Housing and Urban Development, or any authorized agency or department thereof. "the HUD Insured Mortgage" means the mortgage insured by HUD under the National Housing Act and other authorities identified and described on the attached **Exhibit "A"**, which is incorporated herein by reference. "Mortgage" includes both a mortgage and a deed of trust. "Secretary" means the Secretary of Housing and Urban Development, or such person's authorized designee. 9 4. Applicability. This Supplemental Declaration applies only to the HUD Insured 10 Mortgage. It does not apply to other mortgage loan, lien, or encumbrance of any kind against the Property. 11 12 5. Termination of Master Covenant Upon Foreclosure or Deed-In-Lieu of Foreclosure. The Master Covenant will automatically and permanently terminate 13 as to the Property (but only as to the Property) if title to the Property is transferred 14 15 by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary. 16 17 6. HUD Mortgage To Be First Lien. The provisions of the Master Covenant requiring the "Deed of Trust" securing the "Appreciation Limiting Promissory 18 Note" (as defined in the Master Covenant) to be a first lien on the Property do not 19 apply to the HUD Insured Mortgage, and the HUD Insured Mortgage has priority 20 21 over the Deed of Trust securing the Appreciation Limiting Promissory Note 22 described in the Master Covenant with the same force and effect as if the HUD 23 Insured Mortgage had been recorded in the real property records of Summit

1 2		County, Colorado prior to the recording of the Deed of Trust securing the Appreciation Limiting Promissory Note described in the Master Covenant.		
3 4 5	7.	<u>Further Limitations</u> . Nothing in this Supplemental Declaration or the Master Covenant is to be interpreted or construed to cause a conveyance of a Property (including a lease) made by the Owner to:		
6		A. Be void, or voidable by a third party;		
7		B. Be the basis of contractual liability of the borrower;		
8 9		C. Terminate, or subject to termination, the borrower's interest in the Property;		
10		D. Be subject to the consent of a third party;		
11 12 13		E. Be subject to limits on the amount of sales proceeds the Owner may obtain upon the sale of Property, except as provided in Section 9 of this Supplemental Declaration;		
14 15		F. Be grounds for accelerating the obligation secured by the HUD Insured Mortgage; or		
16 17		G. Be grounds for increasing the interest rate of the obligation secured by the HUD Insured Mortgage.		
18 19 20 21 22 23 24	8.	<u>Limitation of Remedies</u> . With respect to the HUD Insured Mortgage, the provisions of the Master Covenant providing for equitable relief and liquidated damages do not apply to the enforcement by the Town of the Resale Restrictions of Section 9 of this Supplemental Declaration. Without limiting the generality of the preceding sentence, neither specific performance nor injunctive or other equitable relief shall be available to the Town to enforce the Resale Restrictions of Section 9 of this Supplemental Declaration.		
25 26 27	9.	Maximum Resale Price. The maximum resale price for which the Property may be sold shall be as set forth in the Master Covenant; provided, however, that if market conditions allow, the Owner may recover at least:		
28		A. the original purchase price paid for the Property;		
29 30 31 32 33		B. sales commissions actually paid by the Owner to procure a ready, willing and able purchaser provided that the amount of sales commission to be recovered does not exceed the maximum sales commission allowed in the Town's Administrative Rules and Regulations published on an annual basis:		

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1 2 3 4		C.	the cost of eligible capital improvements made by the Owner which includes only those capital improvements that are approved by the Town in accordance with the Town's Administrative Rules and Regulations as published on an annual basis; and
5 6		D.	any accrued negative amortization if the Property was financed with a graduated payment mortgage.
7 8 9		with a	rovisions of this Section 9 are to be interpreted and applied in accordance any administrative rules, regulations or guidance promulgated or issued by ecretary.
10	10.	Town	's Right To Acquire Property.
11 12		A.	The Owner agrees that he or she will give immediate notice to the Town upon the first to occur of:
13 14 15			i. the date any notice of foreclosure is provided to the Owner or any foreclosure is commenced against the Property under the HUD Insured Mortgage; or
16 17 18			ii. the date when the Owner becomes twenty-one (21) days late in making a payment on any indebtedness encumbering the Property required to avoid foreclosure of the HUD Insured Mortgage.
19 20 21 22 23 24 25 26 27 28 29		В.	At any time within sixty (60) days after the Town's receipt of any notice described in Subsection (9)(A), above, the Town may (but is not be obligated to) make any payment required in order to avoid foreclosure or to redeem the Property after a foreclosure. Upon making any such payment, the Town shall succeed to all rights of the Owner with respect to the Property, and the Town shall assume all of the Owner's rights and obligations under the HUD Insured Mortgage. In such event the Owner shall forthwith vacate the Property and relinquish possession thereof to the Town. If the Owner fails or refuses to relinquish possession of the Property to the Town, the Owner will pay the Town a reasonable rental rate for the Property until the Town obtains possession of the Property.
30 31 32 33 34 35		C.	The Owner may redeem his or her interest in the Property by payment to the Town of all sums paid by the Town in connection with the HUD Insured Mortgage, and all other sums reasonably expended by the Town in relation to the Property, plus eighteen (18) percent simple interest from each date of expenditure. This redemption may only occur within 120 days of the date when the Town made the first of any payment due pursuant to the applicable notice described in Subsection (9)(A), above. As of the date

1 2 3 4 5 6 7 8 9		of such redemption, the Owner shall re-assume all of his or her rights and obligations under the HUD Insured Mortgage, and shall be entitled to re-assume possession of the Property. At the end of such 120 day redemption period, if the Owner's interest has not been so redeemed, all of the Owner's right, title and interest in the Property shall forever be extinguished, and the Owner shall execute, acknowledge and deliver to the Town a quit claim deed to evidence the transfer of legal title to the Property to the Town. If the Owner fails or refuses to execute such a deed after being sent a written request therefor by the Town, the Town may execute it on behalf of the Owner as the Owner's attorney-in-fact.
11 12 13 14 15	11.	<u>Severability</u> ; <u>Effect of Declaration of Partial or Total Invalidity</u> . If any one or more of the provisions of this Supplemental Declaration, or any application of this Supplemental Declaration, is declared by a court of competent jurisdiction in a final, non-appealable judgment to be invalid, illegal, or unenforceable in any respect, then:
16		A. such provision shall be stricken from this Supplemental Declaration; and
17 18 19		B. the validity, legality, and enforceability of the remaining provisions of this Supplemental Declaration shall not in any way be affected or impaired thereby.
20 21 22		If the entirety of this Supplemental Declaration, or any application hereof, shall be declared by a court of competent jurisdiction in a final, non-appealable judgment to be invalid, illegal, or unenforceable for any reason, then:
23 24		A. the Master Covenant shall continue in full force and effect as if this Supplemental Declaration had not been executed; and
25 26		B. the validity, legality, and enforceability of the Master Covenant, or any application thereof, shall not in any way be affected or impaired thereby.
27 28 29 30 31 32 33	12.	Waiver; Modification Of Covenant. The restrictions, covenants, and limitations of this Supplemental Declaration may be waived or modified only with the written consent of both the Owner and the Town. Oral waivers or modifications of this Supplemental Declaration are not permitted. No waiver or modification of this Supplemental Declaration will be effective until a proper written instrument has been executed by both the Owner and the Town, and recorded in the office of the Clerk and Recorder of Summit County, Colorado.
34 35 36	13.	<u>Termination</u> . Unless sooner terminated pursuant to Section 5, this Supplemental Declaration will automatically terminate upon the full satisfaction of all obligations secured by the HUD Insured Mortgage. At such time the Town may

1 2 3 4 5 6		execute and record with the Clerk and Recorder of Summit County, Colorado a release of this Supplemental Declaration. Such release may be executed by the Town without the signature of Owner or, at the Town's option, the Town may execute the release as the attorney in fact for the Owner. For convenience, such instrument may run to "the owner or owners and parties interested" in the Property.
7 8 9 10	14.	Entire Agreement. This Supplemental Declaration constitutes the entire agreement and understanding between the parties relating to the subject matter of this Supplemental Declaration, and supersedes any prior agreement or understanding relating thereto.
11 12 13 14 15 16 17 18	15.	Notices. Except as otherwise provided, all notices provided for or required under this Supplemental Declaration must be in writing, signed by the party giving the same, and will be treated as having been properly given when actually received or two (2) days after mailed, postage prepaid, certified, return receipt requested, addressed to the parties at their addresses appearing on the signature pages of this Supplemental Declaration. Any notice direct to the Owner may also be sent to the street address of the Property. Any notice may also be personally served upon the recipient of the notice. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.
20 21	16.	Applicable Law. This Supplemental Declaration is to be interpreted in all respects in accordance with the laws of the State of Colorado.
22	17.	Recording And Filing; Covenant Running With The Land.
23 24 25		A. The Town and the Owner intend, declare, and agree that the provisions of this Supplemental Declaration governing the use of the Property are covenants running with the land.
26 27 28 29 30 31 32 33		B. This Supplemental Declaration will be placed of record in the real property records of Summit County, Colorado, and the covenants contained in the Supplemental Declaration will run with the land and bind, and the benefits shall inure to, respectively, the Owner and Owner's successors and assigns, and all subsequent owners of the Property or any interest therein, and the Town, in perpetuity unless this Supplemental Declaration is released and terminated in the manner described this Supplemental Declaration.
34 35 36 37		C. The Owner agrees that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this Supplemental Declaration to constitute a restrictive covenant running with the land are to be treated as having been satisfied in full, and that any requirements of

1 2 3		privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that these restrictions run with the land.		
4 5	18.	<u>Vesting</u> . The Town's rights and interests under this Supplemental Declaration are vested immediately.		
6 7	19.	<u>Headings</u> . Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Supplemental Declaration.		
8 9 10 11	20.	<u>Terminology</u> . Wherever applicable, the pronouns in this Supplemental Declaration designating the masculine or neuter apply equally to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular includes the plural, and the plural includes the singular.		
12 13 14 15 16	21.	Binding Effect. This Supplemental Declaration is binding upon, and inures to the benefit of parties, and their respective heirs, successors, assigns, legal representatives, and personal representatives, and all subsequent owners of the Property, or any interest therein, during the term of this Supplemental Declaration.		
17 18 19 20 21 22		TOWN OF BRECKENRIDGE, a Colorado municipal corporation		
23		By:		
24		By: Timothy J. Gagen, Town Manager		
25				
26		Address:		
27		P. O. Box 168		
28		Breckenridge, CO 80424		
29				
30		OWNER:		
31				
32				
33 34				
35				
36		Print Name:		
37		Time rame.		
38				
~ ~				

39

1	
2	
3	Print Name:
4	A 11
5 6	Address:
7	
8	
9	
10	
11	STATE OF COLORADO)
12) ss.
13	COUNTY OF SUMMIT)
14	
15	The foregoing instrument was acknowledged before me this day of
16	, 20, by Timothy J. Gagen, Town Manager, and Mary Jean Loufel
17	CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.
18	WHEN THOSE IN THE SECOND IN TH
19	WITNESS my hand and official seal.
20	My commission agricus
21 22	My commission expires:
23	
24	
25	Notary Public
26	Trotaly I dolle
27	
28	
29	

1	
2	STATE OF COLORADO)
3) ss.
4	COUNTY OF)
5	
6	The foregoing instrument was acknowledged before me this day of,
7	20, by
8	
9	WITNESS my hand and official seal.
10	
11	My commission expires:
12	
13	
14	
15	Notary Public

900-118-3\Supplemental Declaration_3 (07-13-09)

Exhibit "A" To

Supplemental Declaration of Covenants, Conditions and Restrictions

Description of The HUD Insured Mortgage
Lender:
Principal Amount of Debt Secured: \$
Due Date of Obligation:
Recording Information:
Date Recorded:, 20
Reception No.:

Town Council Staff Report

Project Manager: Michael Mosher, Planner III

Date: August 4, 2009 (For meeting of August 11, 2009)

Subject: Entrada at Breckenridge Master Plan (Class A, de Novo Final Hearing; PC#2009024)

Applicants/Owners: Entrada at Breckenridge, Inc. – Kirk Mickelsen and Kurt Ave

Agent: Lee Neely, Neely Architecture

Proposal: To master plan the property at Tract A and Tract B, Entrada at Breckenridge (pending

annexation, and resubdivision) into two office/bank properties, one mini-storage property, and a tract to be transferred to the Town of Breckenridge for possible

affordable housing or other uses as the Town sees appropriate.

Address: (After resubdivision) 32, 36, 74 and 110 Huron Road, northeast corner of Highway 9

and Huron Road

Legal Description: Amended Entrada at Breckenridge, Lots 1, 2, 3 and Tract A, a Resubdivision of Tract

A and Tract B, Entrada at Breckenridge, Summit County Colorado (Reception No.

856500)

Site Area: 3.978 acres (173,271 sq. ft.)

Land Use District: LUD 5 is being amended during the annexation process to allow mini-storage use.

Otherwise,

Land Use Type: Service Commercial Intensity of Use: 1:5 Floor Area Ratio Structural Type: Special Review

Land Use Type: Lodging

Intensity of Use: 10 Units per Acre Structural Type: Special Review

Staff notes that the overall density and uses are being established via the annexation

agreement and identified in this master plan

Site Conditions: Prior to this submittal, the applicants have been removing the existing trailers,

vegetation, trash, and re-grading the site. There are remaining Lodgepole pine trees along the east property edge. The lot slopes down from east to west at a rate of about 5%. A small triangular portion of the property, at the southwest corner, has been dedicated to CDOT (Reception #776494). An eight-foot wide water service line easement (Reception # 345004) is located along the west property line. There is an existing access easement connecting the parking at Summit Ridge Center and the parking on this property at the northwest curb cut at Highway 9 (Reception #801773).

Adjacent Uses: North: Summit Ridge Center East: Baldy Mountain Mini-Storage

South: Huron Road and 7-11 West: State highway 9 – Rec. Center

Density: Per LUGs and Annexation Agreement: 41,280.40 sq. ft.

Proposed density: 41,280.40 sq. ft.

Density/Use Assignment:

Lot 1 (0.663 acres): 7,264.0 square feet/Professional Office Lot 2 (0.663 acres): 7,766.4 square feet/Professional Office

Lot 3 (1.326 acres): Town Use – no density assigned

Lot 4 (1.326 acres): 26,250.0 square feet/Mini-storage w/ one-person office

Item History

In May 2007, Entrada at Breckenridge received a Planned Unit Development (PUD) approval from the County for development within the B-1 zoned property. That proposal included the two office buildings and four mini storage building with an allowed maximum total of 88,200 square feet.

On January 7, 2009, Entrada at Breckenridge submitted a Petition for Annexation to the Town of Breckenridge. Since the submittal, the applicants have been working with Staff and the Town Council on the details of their Annexation Agreement. As part of this agreement, the Town will be receiving the center portion of the property for future development. In exchange, the Town will be providing 6.626 SFEs of additional density (beyond the suggested density in the Land Use Guidelines) that will be exempt from any negative points incurred from the overage during Master Plan review. Part of this reasoning is that the impacts of the extra overall density is partially associated with the mini-storage portion of the development which has minimal water needs, power requirements or parking requirements, besides the small office in one of the storage buildings.

This is the final review of the master plan. A development plan and resubdivision are being reviewed concurrently.

Changes since the July 21, 2009 Worksession

- 1. Master Plan Notes include:
 - a. Hours of operation for the mini-storage property have been changed to 6 a.m.- 9 p.m. rather than 6 a.m. 10 p.m.).
 - b. Design and location of the fence surrounding the mini-storage property allows chain link with barbed wire only at the north (back) property line. All else is to be wrought-iron looking steel. All fencing is factory coated black.

Staff Comments

Land Use (Policies 2/A & 2/R): With the proposed density and use modifications to this Land Use District (LUD) being implemented with the annexation agreement, the proposal falls within the allowed uses and density for this LUD. The portion of the site with office uses abuts Highway 9 and the mini storage portion abuts a neighboring mini-storage use in the County.

Part of this portion of the Development Code addresses uses that may create nuisances to abutting properties. The Master Plan notes address hours of operation for the mini-storage lot (from 6 a.m. - 9 p.m.),

restrictions on what gets stored at the mini-storage, allowed uses for the office buildings. Staff has no concerns about the proposed uses.

Density/Intensity (3/A & 3/R)/Mass (4/R): With the density being established by the Annexation Agreement, the proposal meets the density and mass allowed. As part of the Annexation Agreement, the Town is transferring 6.626 SFEs of commercial density (6,626 square feet) to the property. The proposed density and mass limitations described on the Master Plan fall within this limit.

Site and Environmental Design (7/R): The property has a relatively flat profile (a 5% slope) and has little remaining vegetation except the stand of Lodgepole pines along the east property line and a few Aspen along the southwest edge of the site. The proposed building placement is such that small (two-foot +/-) retaining walls are shown on the plans at the east property line abutting the neighboring mini-storage property and one at the northwest corner. These walls are being placed within the boundaries of Lot 3 and will not impact the neighboring properties. There is also a small retaining wall along the east edge of the office site. The placement of this wall should not impact ant future development on the Town Tract. There are no wetlands or other significant features on the property.

Snow Removal and Storage (13/R): There is sufficient area for stacking snow on each of the two properties. However, staff expressed concerns about the efficiency of storing the snow on the mini-storage lot. It is important to keep all the access points for the storage units clear of snow at all times. Responding to this concern, the applicants have tentatively secured Snow Storage Easement for Lot 3 for storing snow at the north end of the property on the neighboring Lot 12 in the Highlands (see drawings). The applicants contacted the owner of Lot 12, Greg Hullinger, regarding protecting the existing treed buffer on his lot, adding some new spruce trees, in exchange for obtaining an easement to store snow from the mini-storage property.

The property owner has granted permission for this easement. At this time of this writing, the agreement is being drafted by their attorneys. Recording the Snow Storage Easement for Lot 3 has been added as a Condition of Approval with the Development and Subdivision applications before obtaining any building permit or site improvements.

Internal Circulation (16/A & 16/R): The office properties are accessed from a single curb-cut opposite the existing 7-11 driveway on Huron Road and from a shared access easement with Summit Ridge Center to the north. Since the last worksession Staff has been informed that CDOT will allow the existing right-in/right-out access driveway to Highway 9 to remain. Originally, CDOT had planned to have this curb-cut removed during improvements to the highway. (See attached memo from Nick Dickens, Region I Access Manager, Colorado Department of Transportation). Again, a Condition of Approval has been added that prior to any improvements to the property, this State Highway Access Permit Application be approved by CDOT.

The mini-storage is accessed from a shared driveway within the neighboring Town Tract, off Huron Road (per the Annexation Agreement). There will be a coded mechanically operated gate controlling access to the mini-storage property. This will track who and when the property is accessed. Staff notes the Red White and Blue Fire Department has approved the circulation around the office and mini-storage buildings. We have no concerns.

LSC (Leigh, Scott & Cleary) Transportation Consultants have provided two traffic studies related to this property, Highway 9, and the development that is to occur east of the property. TransPlan Associates provided another.

The first study was conducted in 2000 for Joe Hicks via Baker+Hogan+Houx (Now BHH partners). This study included development on the Entrada property for 39,000 square feet of commercial uses plus a 12-room lodge. This also included the shared driveway access. It was projected out to the year 2020 and the projected traffic expansions to that year. They anticipated the site generating 3,830 vehicle-trips on an average weekday and 1,915 vehicles on weekends (24 hour periods). The resulting conclusion was that "the adjacent street network can easily accommodate the traffic expected to be generated by buildout of the proposed development". (Staff notes, that this study was conducted prior to placement of the traffic signal at CR 450 and Highway 9)

The second study was conducted in 2001 by TransPlan Associates, Inc. This study covered existing and future impacts to the French Gulch travel shed and Highway 9. This study included the future 122 units at Wellington Neighborhood, 97 units at Vista Point, 12 units at Revetts Landing. Their conclusions were that "the capacity of the road network and the study area intersections are projected to operate at acceptable levels of service".

The most recent study was again conducted by LSC Transportation Consultants for Entrada at Breckenridge in 2008. This was based on 30,000 square feet mini-storage, 25 Townhomes (on the Town tract), and 12,200 square feet of office with the drive-through bank. It also included the shared access with Summit Ridge Center. The projections for this study were to the year 2030. It did not include the added 160 units approved by the Town for the second phase of the Wellington Neighborhood. The conclusions resulted with "the adjacent street network can easily accommodate the traffic expected to be generated by buildout of the proposed development".

The analysis for traffic queuing indicated that westbound CR 450 needed 134 feet. Since the access drive to the office site at Entrada is located at 170 feet from the intersection, we have no concerns.

The applicants and Staff contacted LSC Transportation Consultants to update the study to include the 160 additional units at the Wellington Neighborhood (phase 2). Base on the latest study, the inclusion of these additional units of density have created a situation where the stacking from the westbound left-turn lanes 229 feet during AM peak hours and to 233 feet during PM peak hours. These blockages would occur only 2% of the time.

Staff and applicants suggests that, if the Council is concerned about the 2% occurrence with the impacts of the 166 units to this intersection, the shared driveway currently being used to access the mini-storage be swapped to the west and serve the office sites instead. This would provide the added stacking depth for traffic queuing without having any significant change to the Town Parcel. The site plans could be modified easily as a condition of approval without impacting the parking count, snow stacking, or other site functions. We welcome Council comment.

As part of the Annexation Agreement, the applicants have dedicated an eight-foot (8') wide easement along the south edge of the property for the Town to construct a new sidewalk. The final grading and drainage plans (required by the Subdivision) will be reviewed by Engineering Staff prior to its construction.

Parking (18/A & 18/R): As part of the Annexation Agreement and the assignment of this property into Land Use District 5, the mini-storage density is only being assigned a parking requirement for the one office space (for one employee), not the remaining storage spaces. The two parking spaces shown on the development plans for the office parcels is adequate for the density and it is noted in the Master Plan Notes.

There is ample parking for the two office buildings and the two employee units beneath Building 2. Staff has no concerns.

Utilities Infrastructure (26/A & 26/R; 28/A): All required utilities exist in the adjacent ROWs. Staff has no concerns.

Drainage (27/A & 27/R): The surface drainage on the office properties is directed to the north to catch basins that tie into the same storm drainage system. Details of the site drainage are addressed with the Subdivision Plans. As the sidewalk is constructed along the south edge of the property, details of drainage will be submitted to Engineering Staff for review. Staff has no concerns.

Fences, Gates and Gateway Entrance Monuments (47/A): Per this section of the Development Code:

- C. Outside the Conservation District: Fences and landscape walls are prohibited outside the Conservation District, except the following fences are permitted when constructed in accordance with the design standards described in section D of this policy:
- 9. fences specifically authorized in a vested master plan containing specific fence design standards;

The Master Plan Notes describe the allowed security fences around the mini-storage property. Typically chain-link fences are seen elsewhere in the county surrounding mini-storage developments for security reasons. With Council direction, the design of the fence facing the west, south, and east (visible from adjacent ROWs and the Town Tract) will not be chain-link but rather a wrought-iron looking steel fence, similar in profile to that seen at the Barney Ford house in Town. However, it will not be an overly ornate design, but rectangular tube steel, powder coated black, and a maximum of eight-feet tall. (See attached cut sheet.)

The fence at the north property line, abutting the back of Lots 11 and 12 of the Highlands, is proposed as 8-foot tall black chain-link. (Per the Code: black or dark green vinyl coated chain link fencing is permitted for around ball fields, tennis courts, swimming pools or other outdoor recreation areas. Uncoated or galvanized chain link fencing is prohibited.) This fence is about 360 feet away from and about 80 feet below the nearest house in the Highlands. It is also behind a stand of mature pines and aspens. It should not be visible from Huron Road (over 300 feet away) and will be behind Summit Ridge Center along Highway 9. Specific language and design of the fences are identified in the Master Plan Notes. Staff has no concerns.

The existing fence (uncoated galvanized) from the neighboring mini-storage (in the county) will be utilized for the east facing property edge. This fence is located just on the shared Entrada property line. If this fence were to need replacement, the applicant is responsible to provide a matching wrought-iron looking steel fence.

Point Analysis (Section: 9-11-7-3): A draft review of the proposal indicated that this Master Plan has incurred no negative or positive points.

Staff Recommendation

The applicants have been working with all of Town staff during the annexation process to ensure the proposal abides with the Development Code in all possible ways. The Planning Department recommends the Town Council uphold the Point Analysis showing a passing score of zero (0) and approve the Entrada at Breckenridge Master Plan (PC#2009024) with the attached Findings and Conditions.

Positive Points 0

Final Hearing Impact Analysis

Project: Entrada at Breckenridge de Novo Master Plan
2009024 Date: 8/4/2009 **Negative Points** Michael Mosher Staff:

Total Allocation 0 Items left blank are either not applicable or have no comment

0

Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
				Exception provided with Annexation
0 (5)		4 (2 (2)		Agreement to allow uses other than those
2/R	Land Use Guidelines - Uses	4x(-3/+2)	0	described in LUD 5
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		
0/5		5 (0 00)		
3/R	Density/ Intensity Guidelines	5x (-2>-20)	0	Density established by Annexation Agreement
4/5	Maria	F (0 00)	0	NA
4/R	Mass	5x (-2>-20)	0	Mass established by Annexation Agreement
5/A	Architectural Compatibility / Historic Priority Policies	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	0	
5/R	Architectural Compatibility / Conservation District	5x(-5/0)	N/A	
5/R	Architectural Compatibility H.D. / Above Ground Density 12	(-3>-18)	N/A	
5/R	Architectural Compatibility H.D. / Above Ground Density 10	(-3>-6)	N/A	
6/A	Building Height	Complies		To a stand Local Hard District CO Control to
C/D	Deletive Deildien Heinkt. Consend Browinians	4)// 0 . 0)	0	Two-story Land Use District - 26 feet to the
6/R	Relative Building Height - General Provisions	1X(-2,+2)	0	mean.
	For all structures except Single Family and Duplex Units outside			
0/0	the Historic District	(4 0)	.	
6/R	Building Height Inside H.D 23 feet	(-1>-3)	N/A	
6/R	Building Height Inside H.D 25 feet	(-1>-5)	N/A	
6/R	Building Height Outside H.D. / Stories	(-5>-20)	N/A	
6/R	Density in roof structure	1x(+1/-1)	0	
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation			
- /-	District			
6/R	Density in roof structure	1x(+1/-1)	N/A	
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	N/A	
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)	N/A	
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)	0	
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)	0	
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
	Site and Environmental Design / Driveways and Site Circulation			
7/R	Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		Freedom supposed to the district
9/R	Placement of Structures - Setbacks	3x(0/-3)	0	Exceeds suggested setbacks
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		Functional standard with some a local transfer
40/0	Change Barrana MCtarrana Change A	4(0/: 0)		Functional storage with removal requirement
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		for Mini-storage.
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/D	Pofuso - Dumpetor onclosure incorporated in principal atmesture	12/11		
15/R	Refuse - Dumpster enclosure incorporated in principal structure Refuse - Rehabilitated historic shed as trash enclosure	1x(+1)		Congrete Dumpeter Englesure
15/R		1x(+2)		Separate Dumpster Enclosure
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R 17/A	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		ļ

18/A	Parking	Complies		
			Pa	rking reduced for storage per Annexation
18/R	Parking - General Requirements	1x(-2/+2)	Ag	reement. Office parked adequately
18/R	Parking-Public View/Usage	2x(-2/+2)		•
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)	Sh	ared driveway with Town property.
18/R	Parking - Downtown Service Area	2x(-2+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	4x(-2/+2)		
24/A	Social Community	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		

TOWN OF BRECKENRIDGE

Entrada at Breckenridge Master Plan Amended Entrada at Breckenridge, Lots 1, 2, 3 and Tract A, a Resubdivision of Tract A and Tract B, Entrada at Breckenridge, Summit County Colorado (Reception No. 856500) 32, 36, 74 and 110 Huron Road PERMIT #2009024

STAFF RECOMMENDATION: Staff recommends the Town Council approve this application with the following findings and conditions.

FINDINGS

- 1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
- 2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
- 3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
- 4. This approval is based on the staff report dated **August 4, 2009** and findings made by the Town Council with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
- 5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **August 11, 2009** as to the nature of the project. In addition to Council minutes, the meetings of the Council are tape recorded.
- 6. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.

CONDITIONS

- 1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
- 2. This permit does not become effective until the final Entrada Annexation Ordinance, Entrada New Zoning Ordinance, Revised Entrada Annexation Agreement have been approved by Town Council, become effective and have been recorded.
- 3. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
- 4. The vested period for this master plan expires three (3) years from the date of Town Council approval, on **August 10, 2012,** in accordance with the vesting provisions of Policy 39 of the Development Code. In addition, if this permit is not signed and returned to the Town within thirty (30) days of the permit mailing date, the permit shall only be valid for eighteen (18) months, rather than three (3) years.

- 5. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
- 6. This permit contains no agreement, consideration, or promise that a certificate of occupancy or certificate of compliance will be issued by the Town. A certificate of occupancy or certificate of compliance will be issued only in accordance with the Town's planning requirements/codes and building codes.
- 7. This Master Plan is entered into pursuant to Policy 39 (Absolute) of the Breckenridge Development Code (Chapter 1 of Title 9 of the <u>Breckenridge Town Code</u>). Uses specifically approved in this Master Plan shall supersede the Town's Land Use Guidelines and shall serve as an absolute development policy under the Development Code during the vesting period of this Master Plan. The provisions and procedures of the Development Code (including the requirement for a point analysis) shall govern any future site specific development of the property subject to this Master Plan.
- 8. Approval of a Master Plan is limited to the general acceptability of the land uses proposed and their interrelationships, and shall not be construed to endorse the precise location of uses or engineering feasibility.
- 9. Concurrently with the issuance of a Development Permit, applicant shall submit a 24"x36" mylar document of the final master plan, including all maps and text, as approved by Town Council at the final hearing, and reflecting any changes required. The name of the architect, and signature block signed by property owner of record or agent with power of attorney shall appear on the mylar.
- 10. Applicant shall record with the Summit County Clerk and Recorder a mylar document reflecting all information in the approved Master Plan. The mylar document shall be in a form and substance acceptable to the Town Attorney, and after recording shall constitute the approved Master Plan for the future development of the property.

Town Council Staff Report (de Novo)

Project Manager: Michael Mosher

Date: August 4, 2009 (For Town Council meeting of August 11, 2009)

Subject: Entrada at Breckenridge Re-Subdivision, (Class A, de Novo Final Hearing

(PC# 2009033)

Applicant/Owner: Entrada at Breckenridge, Inc. – Kirk Mickelsen and Kurt Ave

Proposal: To re-subdivide Tract A and Tract B, Entrada at Breckenridge into three lots,

(two for offices, one for mini-storage) and a Town Tract which will be transferred to the Town of Breckenridge for possible location of affordable

housing or other uses as the Town sees appropriate.

Address: (Pending recordation) 32, 36, 74 and 110 Huron Road (northeast corner of

Highway 9 and Huron Road)

Legal Description: Amended Entrada at Breckenridge, Lots 1, 2, 3 and Tract A, a Resubdivision

of Tract A and Tract B, Entrada at Breckenridge, Summit County Colorado

(Reception No. 856500)

Site Area: Overall 3.978 acres (173,272 sq. ft.)

 Lot 1(offices)
 0.663 acres (28,879 sq. ft.)

 Lot 2 (offices)
 0.663 acres (28,879 sq. ft.)

 Tract A (Town)
 1.326 acres (57,757 sq. ft.)

 Lot 3 (Mini-storage)
 1.326 acres (57,757 sq. ft.)

Site Conditions: Prior to this submittal, the applicants have been removing the existing trailers,

vegetation, trash, and re-grading the site. There are remaining Lodgepole pine trees along the east property edge. The lot slopes down from east to west at a rate of about 5%. A small triangular portion of the property, at the southwest corner, has been dedicated to CDOT (Reception #776494). There is an existing access easement connecting the parking at Summit Ridge Center and the parking on this property at the northwest curb cut at Highway 9 (Reception #

801773).

Adjacent Uses: North: Summit Ridge Center East: Baldy Mountain Mini-Storage

South: Huron Road and 7-11 West: State highway 9 – Rec. Center

Item History

In May 2007, Entrada at Breckenridge received a Planned Unit Development (PUD) approval from the County for development within the B-1 zoned property. That proposal included the two office buildings and four mini storage building with an allowed maximum total of 88,200 square feet.

On January 7, 2009, Entrada at Breckenridge submitted a Petition for Annexation to the Town of Breckenridge. Since the submittal, the applicants have been working with Staff and the Town Council on the details of their Annexation Agreement. As part of this agreement, the Town will be receiving the center portion of the property (Tract A) for future development. As part of the exchange, the Town will be providing 6.626 SFEs of additional density (beyond the suggested density in the Land Use Guidelines) that will be exempt from any negative points incurred from the

overage during Master Plan review. Part of this reasoning is that the impacts of the extra overall density is partially associated with the mini-storage portion of the development which has minimal water needs, power requirements or parking requirements, besides the small office in one of the proposed three storage buildings.

Staff Comments

The review of the proposed subdivision plan outlines the conceptual land layout and land division. The Land Use Summary is:

TOTAL	173,272.00 SF	3.978 AC
Lot 3	57,757.00 SF	1.326 AC
Tract A (Town)	57,757.00 SF	1.326 AC
Lot 2	28,879.00 SF	0.663 AC
Lot 1	28,879.00 SF	0.663 AC

Per the Subdivision Standards Section 9-2-4-5

9-2-4-5 Lot Dimensions and Standards: All of the proposed lots meet this portion of the Subdivision Standards. Staff has no concerns.

9-2-4-5 Access/Circulation: Each lot has access from the abutting Huron Road Right of Way (ROW). The access to the mini-storage property is via a shared access easement on Tract A (part of the Annexation Agreement).

An additional access to the office lots is being provided by the neighboring Summit Ridge Center property at the northwest corner of Lot 1 via an existing Cross Easement Agreement (Reception # 801773). The applicants have contacted Nick Dickens, Region I Access Manager, Colorado Department of Transportation, to verify that this existing right-in/right-out only access drive along with the recorded easement may remain with the current improvements to State Highway 9. Mr. Dickens' memo regarding this is attached for your review.

Description of the access details and the traffic impacts are described in the Master Plan Staff report. We have no concerns.

We have added a Condition of Approval that prior recordation of the subdivision and to any improvements on the property, the State Highway Access Permit Application shall be approved by CDOT.

9-2-4-7 Pedestrian and Bicycle Circulation Systems: As part of the Annexation Agreement, the applicants have dedicated an eight-foot (8') wide easement along the south edge of the property for the Town to construct a new sidewalk. The final grading and drainage plans (required by the Subdivision) will be reviewed by Engineering Staff prior to its construction.

The existing sidewalk along the west property line abutting Highway 9 does not connect to Lot 1. The development drawings show that this missing portion of sidewalk will be added along the entire property edge.

9-2-4-13: Dedication of Park Lands, Open Space and Recreational Sites or the Payment of Fees in Lieu Thereof: Per the Annexation Agreement, the Town has waived the required ten percent (10%) of the total land area or 10% of the value of the property that is required to be dedicated for parks, open space, or trails. We have no concerns.

Landscaping: Per the Subdivision Standards:

3. In addition to the landscaping required above, the subdivider of land containing little or no tree cover as determined by the Town shall provide one tree having a minimum trunk diameter (measured 12 inches above ground level) of not less than two inches (2") suitable for the Breckenridge climate for every ten (10) linear feet of roadway platted within or immediately adjacent to the subdivision.

There are no public roads within this subdivision; hence this requirement is not applicable.

Utilities/Drainage: A fifteen foot (15') wide drainage easement is shown along the north edge of Lot 1 and Tract C to facilitate a storm drain connection from Lot 3 (mini-storage lot).

A snow stacking easement, north and adjacent to Lot 3, has been tentatively obtained from the owner of Lot 12 of the Highlands at 65 Forest Circle in exchange for maintaining the existing trees and planting new trees on Lot 12. This easement will facilitate the ability to store additional snow from this site and keep the paved areas clear. At this time of this writing, the agreement is being drafted by their attorneys.

Special Conditions of Approval: As part of the approval for this subdivision a plat not has been including insuring certain items are addressed prior to development or recordation. This note reads:

The CDOT State Highway Access Permit Application permit and Snow Storage Easement for Lot 3 shall be finalized and approved by the Town not later than the first to occur of:

- 1. Filing of the Entrada at Breckenridge Subdivision plat;
- 2. Issuance of a building permit for any portion of the Entrada at Breckenridge property;
- 3. Execution of the subdivision improvement agreement (SIA) for the Entrada at Breckenridge property with the Town; or
- 4. Issuance of a development permit for any site improvements of any portion of the Entrada at Breckenridge property.

Staff Recommendation

This submittal been reviewed by Planning and Engineering staff without any concerns. The final subdivision plat and the final drainage plans will be reviewed by Engineering Staff prior to recordation.

Staff recommends approval of the Entrada at Breckenridge Re-Subdivision, PC# 2009033, along with the attached Findings and Conditions.

TOWN OF BRECKENRIDGE

Entrada at Breckenridge Re-Subdivision Amended Entrada at Breckenridge, Lots 1, 2, 3 and Tract A, a Resubdivision of Tract A and Tract B, Entrada at Breckenridge, Summit County Colorado (Reception No. 856500) 32, 36, 74 and 110 Huron Road PERMIT #2009033

STAFF RECOMMENDATION: The staff recommends the Town Council approve this application with the following Findings and Conditions

FINDINGS

- 1. The proposed project is in accord with the Subdivision Ordinance and does not propose any prohibited use.
- 2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
- 3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
- 4. This approval is based on the staff report dated **August 4, 2009** and findings made by the Town Council with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
- 5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **August 11, 2009** as to the nature of the project. In addition to Council minutes, the meetings of the Council are tape recorded.
- 6. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.
- 7. The issues involved in the proposed project are such that no useful purpose would be served by requiring two separate hearings.

CONDITIONS

- 1. The CDOT State Highway Access Permit Application permit and Snow Storage Easement for Lot 3 shall be finalized and approved by the Town not later than the first to occur of:
 - a. Filing of the Entrada at Breckenridge Subdivision plat;
 - b. Issuance of a building permit for any portion of the Entrada at Breckenridge property;
 - c. Execution of the subdivision improvement agreement (SIA) for the Entrada at Breckenridge property with the Town; or
 - d. Issuance of a development permit for any site improvements of any portion of the Entrada at Breckenridge property.
- 2. This permit does not become effective until the final Entrada Annexation Ordinance, Entrada New Zoning Ordinance, Revised Entrada Annexation Agreement have been approved by Town Council, become effective and have been recorded.

- 3. The Final Plat of this property may not be recorded unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
- 4. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, refuse to record the Final Plat, issue a stop order requiring the cessation of any work being performed under this permit, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
- 5. This permit will expire three (3) years from the date of Town Council approval, on **August 10, 2012** unless the Plat has been filed. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be three years, but without the benefit of any vested property right.
- 6. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
- 7. Applicant shall construct the subdivision according to the approved subdivision plan, and shall be responsible for and shall pay all costs of installation of public roads and all improvements including revegetation, retaining walls, and drainage system. All construction shall be in accordance with Town regulations.
- 8. This permit contains no agreement, consideration, or promise that a certificate of occupancy or certificate of compliance will be issued by the Town. A certificate of occupancy or certificate of compliance will be issued only in accordance with the Town's planning requirements/codes and building codes.

PRIOR TO RECORDATION OF FINAL PLAT

- 9. Applicant shall submit and obtain approval from Town staff of a final plat that meets Town subdivision requirements and the terms of the subdivision plan approval.
- 10. Applicant shall submit and obtain approval from the Town Engineer of final grading, drainage, utility, erosion control and street lighting plans.
- 11. Applicant shall submit and obtain approval from the Town Attorney for any restrictive covenants and declarations for the property.
- 12. Applicant shall either install all public and private improvements shown on the subdivision plan, or a Subdivision Improvements Agreement satisfactory to the Town Attorney shall be drafted and executed specifying improvements to be constructed and including an engineer's estimate of improvement costs and construction schedule. In addition, a monetary guarantee in accordance with the estimate of costs shall be provided to cover said improvements.
- 13. Applicant shall submit and obtain approval from the Town Engineer of all traffic control signage and street lights which shall be installed at applicant's expense prior to acceptance of the streets by the Town.
- 14. Per Section 9-2-3-5-B of the Subdivision Standards, the following supplemental information must be submitted to the Town for review and approval prior to recordation of the final plat: title report, errors of closure, any proposed restrictive covenants, any dedications through separate documents, and proof that all taxes and assessments have been paid.

PRIOR TO ISSUANCE OF CERTIFICATE OF COMPLIANCE

15. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.

Town Council Staff Report

Project Manager: Michael Mosher, Planner III

Date: July 16, 2009 (For meeting of July 21, 2009)

Subject: Entrada at Breckenridge Development Plan (Class A, de Novo Final Hearing; PC#2009025)

Applicants/Owners: Entrada at Breckenridge, Inc. – Kirk Mickelsen and Kurt Ave

Agent: Lee Neely, Neely Architecture

Proposal: To develop the property at Lot 1, 2 and 3, Entrada at Breckenridge (pending annexation, master plan, and resubdivision) with two office buildings, three mini-storage buildings. Tract A shall be transferred to the Town of Breckenridge for possible affordable housing or other uses as the Town sees appropriate.

Address: (Pending resubdivision) 32, 36, 74 and 110 Huron Road

Legal Description: Amended Entrada at Breckenridge, Lots 1, 2, 3 and Tract A, a Resubdivision of Tract A and Tract B, Entrada at Breckenridge, Summit County Colorado (Reception No. 856500)

Site Area: 3.978 acres (173,272 sq. ft.)

Land Use District: LUD 5 is being amended during the annexation process to allow mini-storage use.

Otherwise, existing LUD

Land Use Type: Service Commercial Intensity of Use: 1:5 Floor Area Ratio Structural Type: Special Review

Land Use Type: Lodging

Intensity of Use: 10 Units per Acre Structural Type: Special Review

Site Conditions: Prior to this submittal, the applicants have been removing the existing trailers, vegetation, trash, and re-grading the site. There are remaining Lodgepole pine trees along the east property edge. The lot slopes down from east to west at a rate of about 5%. A small triangular portion of the property, at the southwest corner, has been dedicated to CDOT (Reception #776494). There is an existing access easement connecting Summit Ridge Center and this property at the northwest curb cut at Highway 9 (Reception # 801773).

Adjacent Uses: North: Summit Ridge Center East: Baldy Mountain Mini-Storage

South: Huron Road and 7-11 West: State Highway 9 – Rec. Center

Density: Annexation Agreement: 41,280.40 sq. ft.

Proposed density: 41,139.15 sq. ft.

Mass: Annexation Agreement: 41,280.40 sq. ft.

Proposed mass: 41,139.15 sq. ft.

Building Areas:

Building 1	
Lower	0.00 SF
Main	3,923.50 SF
Upper	3,200.00 SF
TOTAL	7,123.50 SF
Building 2	
Lower	1,389.50 SF
Main	2,973.25 SF
Upper	3,140.50 SF
TOTAL	7,503.25 SF
Trash Enclosure	166.50 SF
Mini Storage	
Building A	8,525.00 SF
Building B	8,750.00 SF
Building C	8,975.00 SF
TOTAL	26,250.00 SF

Note: The 1,655 square feet of employee housing on the lower level of Building 2 is exempt from area calculations. See discussion below.

Height: Recommended: 26 feet to the mean

Proposed: 26 feet (mean); 31 feet (overall)

Parking: Required:

Office Building 1: 17.8 Spaces Office Building 2: 19.0 Spaces

Mini-Storage: 1.0 Space (per Annex. Agr.)

Employee housing: 4.0 Spaces

Total Required: 41.8 Spaces (rounding up)
Proposed: 45.0 Spaces (2 @ mini-storage)

Snowstack: Office Buildings required: 6,068 sq. ft. (25%)

Proposed: 6,248 sq. ft.

Mini-Storage required: 4,347 sq. ft. (25%)

Proposed: 4,390 sq. ft.*

*Master Plan note requiring snow removal.

Setbacks: Office Property

Front: 50 ft.

Sides: 10 ft. and 50 ft.

Rear: 53 ft.

Mini Storage Property

Front: 60 ft.

Sides: 10 ft. and 7 feet

Rear: 23 ft.

Changes since the July 11, 2009 Worksession

The northwest drive connection to Summit Ridge Center has been approved by CDOT.

Item History

In May of 2007, Entrada at Breckenridge received a Planned Unit Development (PUD) approval from the County for development within the B-1 zoned property. That proposal included the two office buildings and four mini-storage buildings with an allowed maximum total of 88,200 square feet.

On January 7, 2009, Entrada at Breckenridge submitted a Petition for Annexation to the Town of Breckenridge. Since the submittal, the applicants have been working with Staff and the Town Council on the details of their Annexation Agreement. As part of this agreement, the Town will be receiving the center portion of the property for future development. In exchange, the Town will be providing 6.626 SFEs of additional density (beyond the suggested density in the Land Use Guidelines).

This is a final review of the development portion of Entrada at Breckenridge. A master plan and subdivision final is being reviewed concurrently.

Staff Comments

Land Use (Policies 2/A & 2/R): With the proposed density and use modifications being implemented for Land Use District (LUD) 5 with the annexation process, the proposal falls within the allowed uses and density for this LUD. The portion of the site with office uses abuts Highway 9 and the mini storage portion abuts a neighboring county approved mini-storage use at the east portion of the site. Staff has no concerns with the proposed uses or their placement.

Density/Intensity (3/A & 3/R)/Mass (4/R): With the density being established by the Annexation Agreement, Master Plan and LUD designation, the proposal meets the density and mass allowed. The density includes the two offices buildings, mini-storage buildings, and trash enclosure. The employee unit is exempt from any density calculations(see below).

Architectural Compatibility (5/A & 5/R) reviewed by separate lots:

Office Buildings:

Per the LUGs, both office buildings have been designed as 2-story wood-framed buildings (there is a full basement under Building 2 for the employee housing) with a rustic residential architectural feel. Exterior materials include a natural stone base, horizontal chinked 2X12 wood siding and varied dimension vertical cedar siding, with heavy timber accents throughout. Roof materials are architectural grade asphaltic shingles with Corten corrugated metal shed roof accents.

The overall massing of the buildings has been broken up into smaller portions with articulated roof forms of gables and arches. Extra large porches define the entries to each building. Building #1 is being purchased by a bank and includes three drive-through tellers with a lease space on the second level covered with a gently sloping arched roof. Each building is accented with a tower architectural element which contains no density. All selected colors are earth-tone. (A color/material sample board will be available at the evening meeting.) As a result, Staff has awarded positive three (+3) points under Policy 5/R for the architecture of the office buildings.

Mini Storage Buildings:

Similar to other mini-storage buildings, these are pre-manufactured as metal structures, but the drawings indicate that those portions visible from adjacent right of ways (ROWs) will be sheathed with natural materials and accented with additional height and architectural detail.

The south elevation of each building (facing Huron Road) will follow the same architectural dialog of the office buildings. They will have a stone base, horizontal chinked 2X12 wood siding, 1X12 horizontal lap siding and arched and gable roof forms. These natural finishes wrap the corners of each structure towards the north softening the edges as one passes by. On the west elevation of Building A, the siding finishes continue, with portions of the metal building being left exposed to break up the overall massing along the entire length of the façade. Landscaping is proposed in groupings in those locations where the metal is exposed to lessen the impact of the non-natural material facing Highway 9 (see discussion below).

With the application of remaining metal on most of the mini-storage buildings and none on the office buildings, staff believes that this portion of the application warrants negative three (-3) points overall under this policy at final review. At the last hearing we heard support of this assignment.

Summarizing, the total points assigned under this Policy for architecture would be zero (0) points. Positive three (+3) points for the office buildings and negative three (-3) for the mini-storage.

Dumpster Enclosure:

The dumpster enclosure is a simple form with a main gabled roof with a shed element over the door. The exterior materials are 1X12 lap cedar lap siding with 2X4 wood trim. It contains a dumpster along with a recycling area. There are two small windows facing northwest to add natural light inside the dumpster enclosure. Staff has no concerns.

Building Height (6/A & 6/R): LUD 5 has a building height recommendation of two stories, or 26 feet measured to the mean of the roof. The height of the office buildings measures 26 feet tall to the mean. The mini-storage buildings are 16 feet tall. Staff has no concerns.

As noted above, each office building has a tower element containing no density. Per this section of the Development Code:

- (D.) Exceptions: Building height measurement shall not include...
- (2.) For Non-residential structures and Multi-family structures: Elevator shaft extensions, chimneys, and focal elements such as church steeples, spires, clock towers or similar structures that have no density or mass, (in no instance shall any these structures extend over ten (10) feet above the specified maximum height limit) or the first five (5) feet of height within the first floor common area lobbies in Multi-Family structures.

These tower elements extend 9 feet above the recommended 26 foot height limit and conform to this portion of the Code. Staff has no concerns.

Site and Environmental Design (7/R): The property has a relatively flat profile (a 5% slope) and little vegetation. The proposed building placement is such that only small (2 foot +/-) retaining walls are

indicated on the plans. Setbacks from the ROWs to the buildings are ample at 50-plus feet and with the added landscaping, the development is well buffered from the ROWs. There are no new proposed curb cuts along Highway 9. The curb cut along Huron Road accessing the mini-storage property is to be shared with Tract A (Town Parcel) to minimize further impacts. The are no wetlands or other significant features on the property.

There are two small (2 foot tall +/-) concrete retaining walls along the east property line abutting the existing chain link fence for the neighboring mini-storage development. There is a second retaining wall along the east property lines of Lots 1 and 2 (maximum 4-feet tall). This wall is below grade at Tract A (to be developed at a future date) so snow removal for the sidewalk along the ROW.

Per Policy 5/R, Architectural Compatibility:

Inappropriate exterior building materials include, but are not limited to, **untextured exposed concrete**, untextured or unfinished unit masonry, highly reflective glass, reflective metal roof, and unpainted aluminum window frames.(Highlight added.)

These walls are being placed to aid in site drainage. They are proposed to be faced with a solid textured finish (similar to rough stucco) with a tan color. Staff has no concerns.

Placement of Structures (9/A & 9/R): Placement of the office and mini-storage buildings exceed the suggested setbacks in the Code. Staff has no concerns.

Snow Removal and Storage (13/R): Adequate snow storage is being provided on each property. The long paved corridors that abut the buildings need to be kept clear and the only area to deposit the snow is at either end of the property at the ends of the aisles. The Master Plan includes a note addressing the removal of snow on Lot 3 as needed (see Master Plan). Otherwise, Staff has no concerns.

There is a substantial tree buffer abutting the north property line of the mini-storage lot on the neighboring Lot 12 in the Highlands. The applicant contacted the owner of Lot 12, Greg Hullinger, regarding protecting the existing treed buffer, adding some new spruce trees, and obtaining an easement to store snow from the mini-storage property. At the time of this writing the neighbor has provided a verbal approval and is in the process of having the easement drafted for final approval.

Access / Circulation (16/A & 16/R; 17/A & 17/R): The office properties are accessed from a single curb-cut opposite the existing 7-11 driveway on Huron Road and from a shared access easement with Summit Ridge Center to the north. Since the last worksession Staff has been informed that CDOT will allow the existing right-in/right-out access driveway to Highway 9 to remain. (See Master Plan review.)

The mini-storage is being accessed off Huron Road with a driveway that will share access to the Town Tract (to be developed at a future date). As a result, we are suggesting the application receive positive one (+1) point for providing the shared driveway with the Town Tract.

Office Building 1 includes a drive through. Per this portion of the Code:

 $3 \times (-2/0)$ B. Drive Through Operations: Outside of Districts 11, 17, 18, 182, and 19 of the Town, as specified in the Town's Land Use Guideline District Map, drive through window operations are discouraged, but may be allowed in those instances where the drive through operation does not create the need for additional curb cuts onto any public street over and above those required to serve the project without the drive through operation. In addition, the Town would encourage that all drive through

operations be screened completely from view from any public right of ways and from adjacent property as well.

The plans show the drive-through for the bank located at the rear of the site well hidden from Highway 9. The closest drive lane is 40-feet from the Town Tract and has a landscaping buffer against the parking area along the east property line. Staff believes that the design of the proposed drive-through fully mitigates the impacts, meets this portion of the Code, and we suggest no negative points be incurred. We have no concerns with the circulation for Office Building 2.

The mini-storage is to be accessed via a driveway off Huron Road with a coded mechanically operated gate. At the Council's request and responding to neighbor's concerns, the hours of operation for the mini-storage have been restricted from 6AM to 9 PM.

In addition, the on site dumpster at the mini-storage is also accessed with a code. As storage space is leased, a personal access code is assigned to the lessee to enter and leave the property and to access the dumpster. This discourages any unauthorized dumping on the property.

Staff notes the Red White and Blue Fire Department has approved the circulation around the office and mini-storage buildings. We have no concerns.

Parking (18/A & 18/R): As part of the Annexation Agreement and revised LUD 5, the mini-storage is only required to park for the one office space, not the remaining storage spaces. The plans indicate that 2 spaces will be provided, one for the manager and one for patrons.

The office building parking exceeds the minimum required parking requirements. The drawings indicate that for all site lighting, full-cut-off Town compliant fixtures are proposed.

Landscaping (22/A & 22/R): With little existing vegetation on this highly visible site, any new landscaping is important for site buffering and visual enhancement. The revised plans show 34 Engelmann Spruce at 8'-12' tall, 114 Aspen at 2"-3" caliper and 8 Mugo Pines at 4' tall. This along with 173 five-gallon shrubs provides a nice landscaping plan that should buffer the development. Comparable projects that received positive points for landscaping include:

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Colorado Spruce (67); (10) – 10' Tall; (20) – 8' Tall; (37) – 6' Tall Lodgepole (22); (11) – 12' Tall; (11) – 10' Tall; Aspen (276); (276) – 1 1/2"-2" 50% Multi-stem Cottonwood (7); (2) – 14' Tall; (2) – 12' Tall; (3) – 10' Tall Breckenridge Building Center PC#2004114 (8.52 acre site)

6 Lodgepole Pines (6'-10' tall)

37 Lodgepole Pines (12'-14' tall)

27 Aspen (1"-1 1/2" caliper – multi-stem)

75 Aspen (2"-2 1/2" caliper – multi-stem)

37 Colorado Spruce (9 @ 6'-8' tall; 9 @ 8'-10' tall; 19 @ 12'-14' tall)

*All new material to be drip irrigated
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Avalanche Commercial & Residential Condominiums (2.33 acre site) 23 Cottonwoods (2.5" caliper)

Vic's Landing, PC#2005104 (3 acre +/- site):

8 Blue Spruce (8'-14') 21 Aspens (2.5" caliper) *All new material to be irrigated

Breckenridge Design Center (2.56 acre site) 29 Cottonwoods (2.5" caliper)

13 Blue Spruce (8'-14')

21 Aspens (2.5" caliper)

*All new material to be irrigated

Based on past precedent, Staff is suggesting that positive four (+4) points be awarded under Policy 22/R with the final point analysis.

Social Community / Employee Housing (24/A &24/R): Per the Development Code:

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

The drawings indicate that there will be 1,655 square feet of employee housing located in the lower level of Office Building 2. This equates to 4.01% of the developed density and would incur negative one (-1) point under this policy. As mentioned above, this density is not applied towards the total density of the project. However, it will still be subject to water taps, parking requirements and other Code compliance concerns with the building permit.

Utilities Infrastructure (26/A & 26/R; 28/A): All required utilities exist in the adjacent ROWs. Staff has no concerns.

Drainage (27/A & 27/R): A drainage plan has been provided the subdivision submittal. The current drawings show the drainage at the mini-storage property collecting at a detention pond the northwest corner and then being directed into a storm drain along the north property edge towards the west into the existing storm drain system adjacent to Highway 9. The surface drainage on the office properties is directed to the north to catch basins that tie into the same storm drainage system. Staff has no concerns.

Special Conditions of Approval: As part of the approval for this subdivision a plat not has been including insuring certain items are addressed prior to development or recordation. This note reads:

The CDOT State Highway Access Permit Application permit and Snow Storage Easement for Lot 3 shall be finalized and approved by the Town not later than the first to occur of:

- 1. Filing of the Entrada at Breckenridge Subdivision plat;
- 2. Issuance of a building permit for any portion of the Entrada at Breckenridge property;
- 3. Execution of the subdivision improvement agreement (SIA) for the Entrada at Breckenridge property with the Town; or
- 4. Issuance of a development permit for any site improvements of any portion of the Entrada at Breckenridge property.

Point Analysis (Section: 9-11-7-3): A review of the proposal indicates that the development passes with positive four (+4) points. Negative three (-3) points would be incurred for the metal portions of the ministorage under Policy 5/R and positive three (+3) for the architecture of the office buildings. Negative one (-1) would be incurred for the amount of employee housing being proposed. Landscaping could provide positive four (+4) points.

Staff Recommendation

The applicants have been working with Town staff during the annexation process to ensure the proposal abides with the Development Code in all possible ways. The general design impacts (use, density, parking, etc.) of the mini-storage, which are not identified in the Code, are being addressed in the Annexation Agreement.

The revisions in this submittal reflect the comments heard from the Town Council at the last worksession along with changes/corrections from the applicants and their agent. The Planning Department recommends the Town Council uphold the Point Analysis showing a passing score of positive four (+4) points and approve the Entrada at Breckenridge Development (Class A, Final Hearing; PC#2009025) with the attached Findings and Conditions.

Final Hearing Impact Analysis
Project: Entrada at Breckenridge <u>Development</u>
PC# 2009025
Date: 8/4/2009 **Positive Points** +5

Michael Mosher Staff:

Negative Points - 1

Total Allocation +4

Items left blank are either not applicable or have no comment

Cost	Items left blank are either no			
Sect.	Policy Codes Correlative Decuments & Plat Notes	Range Complies	Points	Comments
1/A 2/A	Codes, Correlative Documents & Plat Notes Land Use Guidelines	Complies		+
Z/A	Land Use Guidelines	Complies		Exception provided with Annexation
				Agreement to allow uses other than those
2/R	Land Use Guidelines - Uses	4x(-3/+2)	0	described in LUD 5 - See note
2/R 2/R	Land Use Guidelines - Uses Land Use Guidelines - Relationship To Other Districts	2x(-2/0)	U	described in LOD 5 - See note
2/R 2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
<i>5/ /</i>	Density/intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)	0	Density established by Annexation Agreement
5/10	Density/ intensity edidennes	3X (-22-20)	0	Density established by Affilexation Agreement
4/R	Mass	5x (-2>-20)	0	Mass established by Annexation Agreement
5/A	Architectural Compatibility / Historic Priority Policies	Complies	0	Wass established by Annexation Agreement
0/7	Aromeoteral companionity / material r money r onoics	Complics		Positive three (+3) points for the office
				buildings and negative three (-3) for the mini-
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)	0	storage.
5/R	Architectural Compatibility / Conservation District	5x(-5/0)	N/A	storage.
5/R	Architectural Compatibility H.D. / Above Ground Density 12	(-3>-18)	N/A	
5/R	Architectural Compatibility H.D. / Above Ground Density 12 Architectural Compatibility H.D. / Above Ground Density 10	(-3>-16)	N/A	
6/A			IN/A	
5/ T	Building Height	Complies		Two-story Land Use District - 26 feet to the
6/R	Relative Building Height - General Provisions	1Y(-2 ±2)	0	mean. Building are 26 feet to the mean
0/1	For all structures except Single Family and Duplex Units outside	1X(-2,+2)	U	mean. Building are 20 feet to the mean
	the Historic District			
G/D	Building Height Inside H.D 23 feet	/ 1> 2\	N/A	
6/R 6/R		(-1>-3)	N/A N/A	
6/R	Building Height Inside H.D 25 feet	(-1>-5)	N/A N/A	
6/K	Building Height Outside H.D. / Stories	(-5>-20)	IN/A	Offices have some density in roof structure
C/D	Density is used structure	4/.4/4\	0	Offices have some density in roof structure,
6/R 6/R	Density in roof structure	1x(+1/-1)	0	Storage has none.
6/K	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation			
C/D	District District	4/.4/4)	NI/A	
6/R	Density in roof structure	1x(+1/-1)	N/A	
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	N/A	
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)	N/A	
7/R 7/R	Site and Environmental Design - General Provisions Site and Environmental Design / Site Design and Grading	2X(-2/+2)	0	
//K	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
				Duildings placed supply from D.O.M.s. huffering
				Buildings placed away from R.O.W.s buffering
7/D	Cite and Favironmental Design / Cite Duffering	47/ 2/.2)	0	between developments - Added landscaping
7/R 7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)	0	to buffer to the west for storage buildings
//K	Site and Environmental Design / Retaining Walls Site and Environmental Design / Driveways and Site Circulation	2X(-2/+2)		
7/D	,	47(2/12)		
7/R 7/R	Systems Site and Environmental Design / Site Privacy	4X(-2/+2) 2X(-1/+1)		
7/R 7/R	Site and Environmental Design / Site Privacy 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 Public Sefety	Complies		+
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)		Evenedo augunto disetta alsa
9/R	Placement of Structures - Setbacks	3x(0/-3)	0	Exceeds suggested setbacks
12/A	Signs	Complies		+
13/A	Snow Removal/Storage	Complies		Functional state as with remark to the same
40/5	0	4(0 / 0)		Functional storage with removal requirement
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		for Mini-storage.
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		

15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		Separate Dumpster Enclosure
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		Copaliato Dampoto: Energia
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		
				Parking reduced for storage per Annexation
18/R	Parking - General Requirements	1x(-2/+2)		Agreement. Office parked adequately
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)	+1	Shared driveway with Town property.
18/R	Parking - Downtown Service Area	2x(-2+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	4x(-2/+2)	+4	Extra landscaping and larger sizes
24/A	Social Community	Complies		4 070/ to be provided 4 055 assess foot of
04/D	Social Community Franks to Housing	4(40/.40)	4	4.07% to be provided. 1,655 square feet of
24/R 24/R	Social Community - Employee Housing Social Community - Community Need	1x(-10/+10)	- 1	employee housing to be provided.
24/R 24/R	Social Community - Social Services	3x(0/+2) 4x(-2/+2)		
24/R 24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+2) 3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision Tomporary Structures	Complies		
36/A 37/A	Temporary Structures	Complies Complies		
37/A 37/R	Special Areas Community Entrance	4x(-2/0)		
37/R 37/R	Individual Sites	3x(-2/+2)		
37/R 37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2) 2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
1	! '			:

TOWN OF BRECKENRIDGE

Entrada at Breckenridge Development Plan Amended Entrada at Breckenridge, Lots 1, 2, 3 and Tract A, a Resubdivision of Tract A and Tract B, Entrada at Breckenridge, Summit County Colorado (Reception No. 856500) 32, 36, 74 and 110 Huron Road PERMIT #2009025

STAFF RECOMMENDATION: Staff recommends the Town Council approve this application with the following findings and conditions.

FINDINGS

- 1. The proposed project is in accord with the Development Code and does not propose any prohibited use.
- 2. The project will not have a significant adverse environmental impact or demonstrative negative aesthetic effect.
- 3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives which would have less adverse environmental impact.
- 4. This approval is based on the staff report dated **August 4, 2009** and findings made by the Town Council with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
- 5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **August 11, 2009** as to the nature of the project. In addition to Council minutes, the meetings of the Council are tape recorded.
- 6. If the real property which is the subject of this application is subject to a severed mineral interest, the applicant has provided notice of the initial public hearing on this application to any mineral estate owner and to the Town as required by Section 24-65.5-103, C.R.S.

CONDITIONS

- 1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
- 2. This permit does not become effective until the final Entrada Annexation Ordinance, Entrada New Zoning Ordinance, Revised Entrada Annexation Agreement have been approved by Town Council, become effective and have been recorded.
- 3. The CDOT State Highway Access Permit Application permit and Snow Storage Easement for Lot 3 shall be finalized and approved by the Town not later than the first to occur of:
 - a. Filing of the Entrada at Breckenridge Subdivision plat;
 - b. Issuance of a building permit for any portion of the Entrada at Breckenridge property;
 - c. Execution of the subdivision improvement agreement (SIA) for the Entrada at Breckenridge property with the Town; or
 - d. Issuance of a development permit for any site improvements of any portion of the Entrada at Breckenridge property.

- 4. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
- 5. This permit expires three years from date of issuance, on **August 10, 2012**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be three years, but without the benefit of any vested property right.
- 6. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
- 7. Nothing in this permit shall constitute an agreement by the Town of Breckenridge to issue a certificate of occupancy for the project covered by this permit. The determination of whether a certificate of occupancy should be issued for such project shall be made by the Town in accordance with the applicable provisions of the Town Code, including, but not limited to the building code.
- 8. Applicant shall not place a temporary construction or sales trailer on site until a building permit for the project has been issued.
- 9. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
- 10. Driveway culverts shall be 18 inch heavy duty corrugated polyethylene pipe with flared end sections and a minimum of 12 inches of cover over the pipe. Applicant shall be responsible for any grading necessary to allow the drainage ditch to flow unobstructed to and from the culvert.
- 11. Applicant shall field locate utility service lines to avoid existing trees.
- 12. Each structure which is authorized to be developed pursuant to this permit shall be deemed to be a separate phase of the development. In order for the vested property rights associated with this permit to be extended pursuant to Section 9-1-17-11(D) of the Breckenridge Development Code, substantial construction must be achieved for each structure within the vested right period of this permit.

PRIOR TO ISSUANCE OF BUILDING PERMIT

- 13. Applicant shall submit proof of ownership of the project site.
- 14. Applicant shall obtain final approval for the State Highway Access Permit Application for the connection to the Summit Ridge Center drive and the right-in/right-out connection to State Highway 9 from the Colorado Department of Transportation (CDOT).
- 15. Applicant shall record the Snow Storage Easement for Lot 3 (located on Lot 12, Filing 1 of the Highlands at Breckenridge).
- 16. Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans.
- 17. Applicant shall provide plans stamped by a registered professional engineer licensed in Colorado, to the Town Engineer for all retaining walls over four feet in height.
- 18. Applicant shall identify all existing trees that are specified on the site plan to be retained by erecting temporary fence barriers around the trees to prevent unnecessary root compaction during construction.

Construction disturbance shall not occur beyond the fence barriers, and dirt and construction materials or debris shall not be placed on the fencing. The temporary fence barriers are to remain in place until issuance of the Certificate of Occupancy.

- 19. Existing trees designated on the site plan for preservation which die due to site disturbance and/or construction activities will be required to be replaced at staff discretion with equivalent new trees, i.e. loss of a 12 inch diameter tree flagged for retention will be offset with the addition of four 3-inch diameter new trees.
- 20. Applicant shall submit and obtain approval from the Town of a construction staging plan indicating the location of all construction material storage, fill and excavation material storage areas, portolet and dumpster locations, and employee vehicle parking areas. No staging is permitted within public right of way without Town permission. Any dirt tracked upon the public road shall be the applicant's responsibility to remove. Contractor parking within the public right of way is not permitted without the express permission of the Town, and cars must be moved for snow removal. A project contact person is to be selected and the name provided to the Public Works Department prior to issuance of the building permit.
- 21. Applicant shall execute and record with the Summit County Clerk and Recorder a covenant and agreement running with the land, in a form acceptable to the Town Attorney, requiring compliance in perpetuity with the approved landscape plan for the property.
- 22. Applicant shall submit a 24"x36" mylar copy of the final site plan, as approved by the Town Council at Final Hearing, and reflecting any changes required. The name of the architect, and signature block signed by the property owner of record or agent with power of attorney shall appear on the mylar.
- 23. Applicant shall submit and obtain approval from Town staff of a cut sheet detail for all exterior lighting on the site. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

- 24. Applicant shall execute and record with the Summit County Clerk and Recorder the Town's standard employee housing covenant for 1,655 square feet of employee housing within the project.
- 25. Applicant shall revegetate all disturbed areas where revegetation is called for, with a minimum of 2 inches topsoil, seed and mulch.
- 26. Applicant shall remove leaf clutter, dead standing and fallen trees and dead branches from the property. Dead branches on living trees shall be trimmed to a minimum height of six (6) feet and a maximum height of ten (10) feet above ground.
- 27. Applicant shall paint all flashing, vents, flues, rooftop mechanical equipment and utility boxes on the building a flat, dark color or to match the building color.
- 28. Applicant shall screen all utilities.
- 29. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward.
- 30. At all times during the course of the work on the development authorized by this permit, the permittee shall refrain from depositing any dirt, mud, sand, gravel, rubbish, trash, wastepaper, garbage, construction material, or any other waste material of any kind upon the public street(s) adjacent to the construction site. Town shall provide oral notification to permittee if Town believes that permittee has violated this condition. If permittee fails to clean up any material deposited on the street(s) in violation of this condition

within 24 hours of oral notice from Town, permittee agrees that the Town may clean up such material without further notice and permittee agrees to reimburse the Town for the costs incurred by the Town in cleaning the streets. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit.

- 31. The development project approved by this Permit must be constructed in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any material deviation from the approved plans and specifications without Town approval as a modification may result in the Town not issuing a Certificate of Occupancy or Compliance for the project, and/or other appropriate legal action under the Town's development regulations.
- 32. No Certificate of Occupancy or Certificate of Compliance will be issued by the Town until: (i) all work done pursuant to this permit is determined by the Town to be in compliance with the approved plans and specifications for the project, and all applicable Town codes, ordinances and standards, and (ii) all conditions of approval set forth in the Development Permit for this project have been properly satisfied. If either of these requirements cannot be met due to prevailing weather conditions, the Town may issue a Certificate of Occupancy or Certificate of Compliance if the permittee enters into a Cash Deposit Agreement providing that the permittee will deposit with the Town a cash bond, or other acceptable surety, equal to at least 125% of the estimated cost of completing any required work or any applicable condition of approval, and establishing the deadline for the completion of such work or the satisfaction of the condition of approval. The form of the Cash Deposit Agreement shall be subject to approval of the Town Attorney. "Prevailing weather conditions" generally means that work can not be done due to excessive snow and/or frozen ground. As a general rule, a cash bond or other acceptable surety will only be accepted by the Town between November 1 and May 31 of the following year. The final decision to accept a bond as a guarantee will be made by the Town of Breckenridge.
- 33. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.

LSC TRANSPORTATION CONSULTANTS, INC.



August 4, 2009

Mr. Kirk Mickelsen Entrada, Inc. 13362 York Way Thornton, CO 80241

1889 York Street **Denver, CO 80206** (303) 333-1105 FAX (303) 333-1107

E-mail: lsc@lscdenver.com

Web Site: http://www.lscdenver.com

Re: Entrada at Breckenridge Breckenridge, Colorado (LSC #061030)

Dear Mr. Mickelsen:

At your request we have prepared this Addendum to our Traffic Impact Study for the proposed Entrada at Breckenridge development located in Breckenridge, Colorado. The purpose of this Addendum is to incorporate additional information about background traffic as requested by the Town. Specifically, an additional 160 multi-family dwelling units were included in the land use assumptions in the Wellington neighborhood. The enclosed Traffic Impact Study, dated August 4, 2009 incorporates this change. As part of this revision, the queuing and blocking analysis was rerun. The results indicate that vehicle queues on the westbound approach at the SH 9/CR 450 intersection will occasionally block the west site access on CR 450, however, this is expected to occur only 2 percent of the time during peak-hours.

We trust that our findings and recommendations will assist in the planning for the proposed Entrada at Breckenridge development. Please call us if we can be of further assistance.

Respectfully submitted,

nsultants, Inc. LSC Transpa

Alex J. Ariniello, P.E., PTOE

AJA/wc

G:\LSC\Projects\2006\061030\Report\A1-Entrada.wpd

From: Dickens, Nickolas [mailto:Nickolas.Dickens@dot.state.co.us]

Sent: Thursday, July 30, 2009 2:58 PM

To: Daugherty, Tom

Cc: Welch, Anna; Loeffler, Steven **Subject:** RE: Access to SR 9

Tom,

As discussed yesterday over the phone, I visited the site and I feel relatively comfortable with allowing the continued use of access #33 and access #34 as shown on the SH 9 Access Management Plan.

The Access Management Plan did propose combining the two accesses and converting them to one RIRO only access. However, a median has been installed, so the accesses are now restricted to RIRO only. Additionally, there is now a combined accel/decel lane along the front of these accesses and there appears to be adequate spacing between the access points. Based on these factors, we feel it is appropriate to allow the accesses to remain. Please accept this email as official notification of our acceptance of your request. We will make a note in our copy of the Access Management Plan indicating the change, and I would suggest that you do the same.

As for the issue of the property on the northeast corner of the intersection of SH 9 and CR 450 also using this access point, I would assume that the additional traffic will result in a 20% or more increase in use, which would result in the need for a new State Highway Access Permit. We also will want to review a Traffic Impact Analysis that would address the increased use of the access so that we may accurately permit the traffic volume for the access and also help us to determine what if any improvements will be required to State Highway 9 in the area. We will also need to see a copy of the cross access agreement or easement that allows the shared use of this access. All these items can be submitted with the State Highway Access Permit Application or the developer can submit the requested items before the application if they prefer.

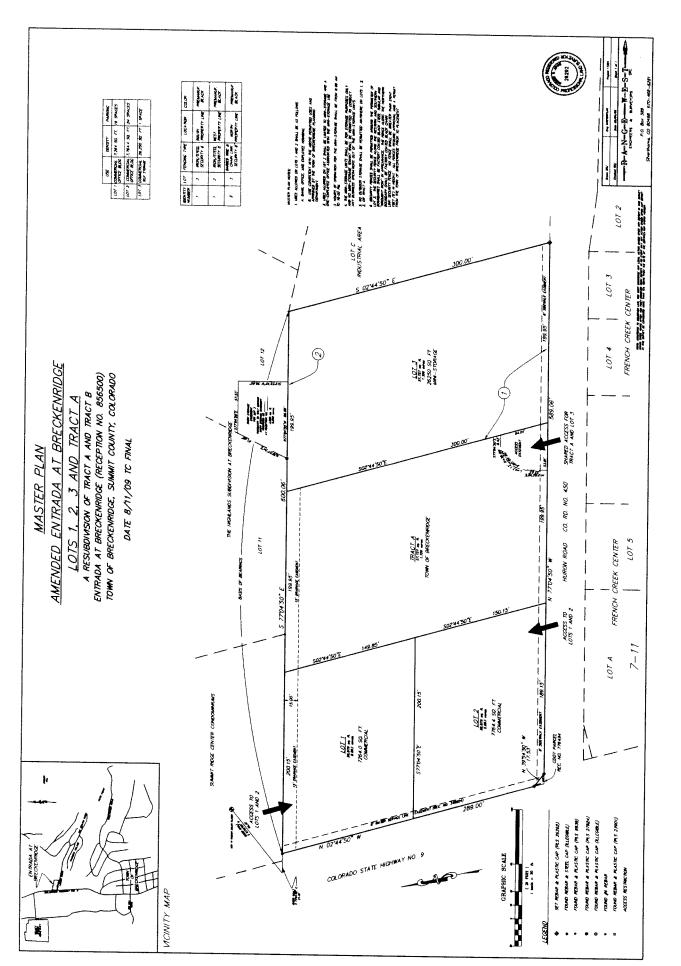
Please feel free to email or call with any questions or concerns.

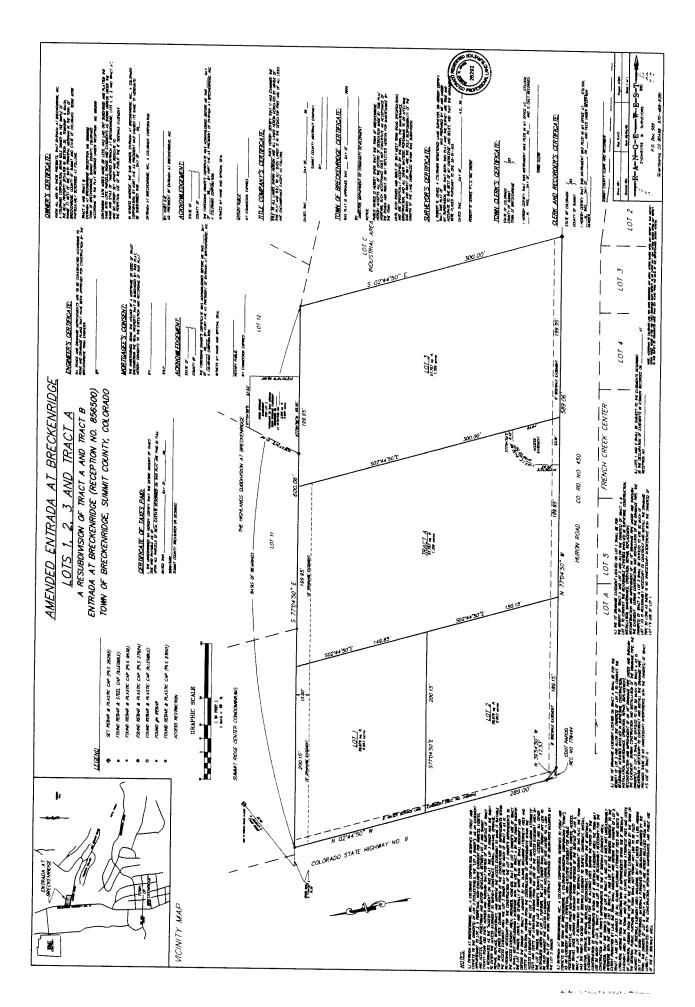
Nick Dickens

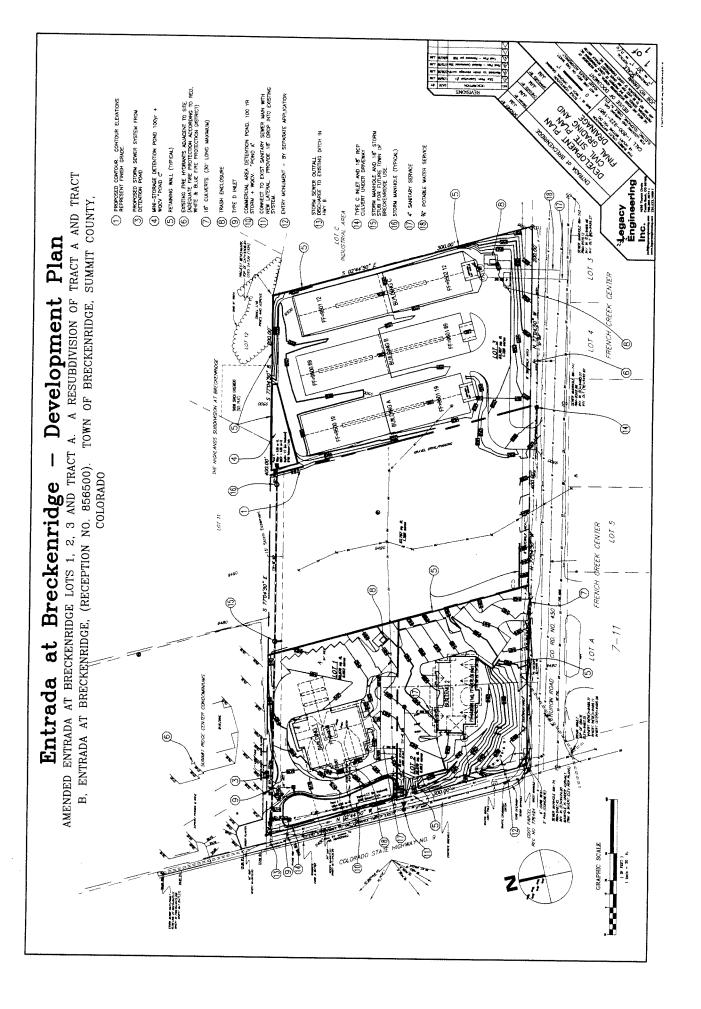
Region I Access Manager Colorado Department of Transportation

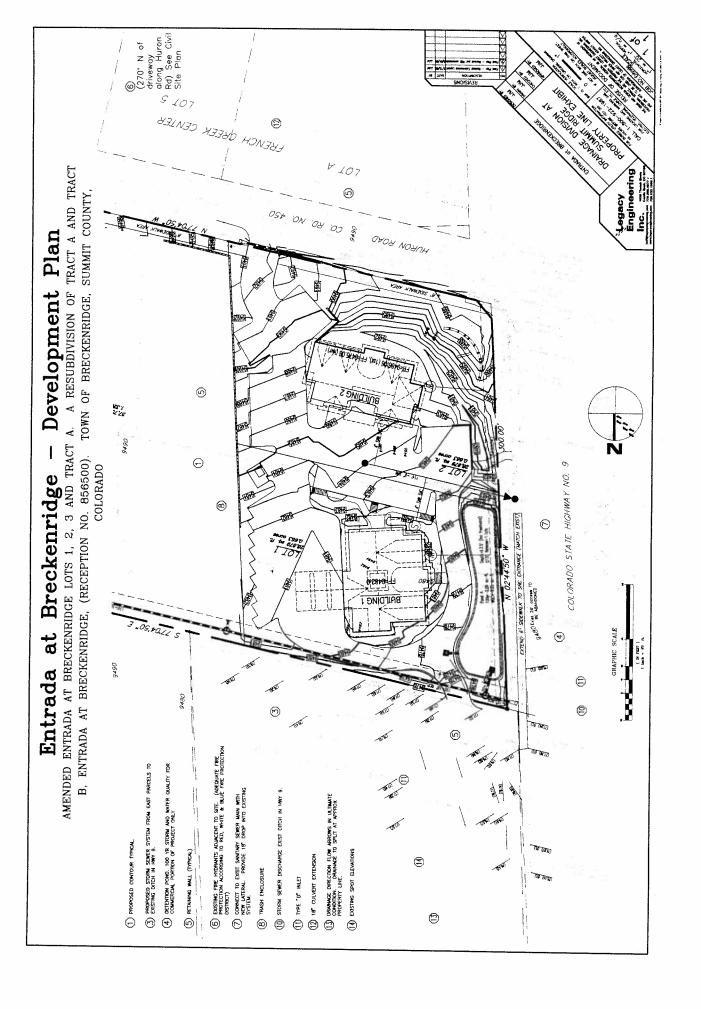
Phone: 303-365-7307 Fax: 303-365-7304

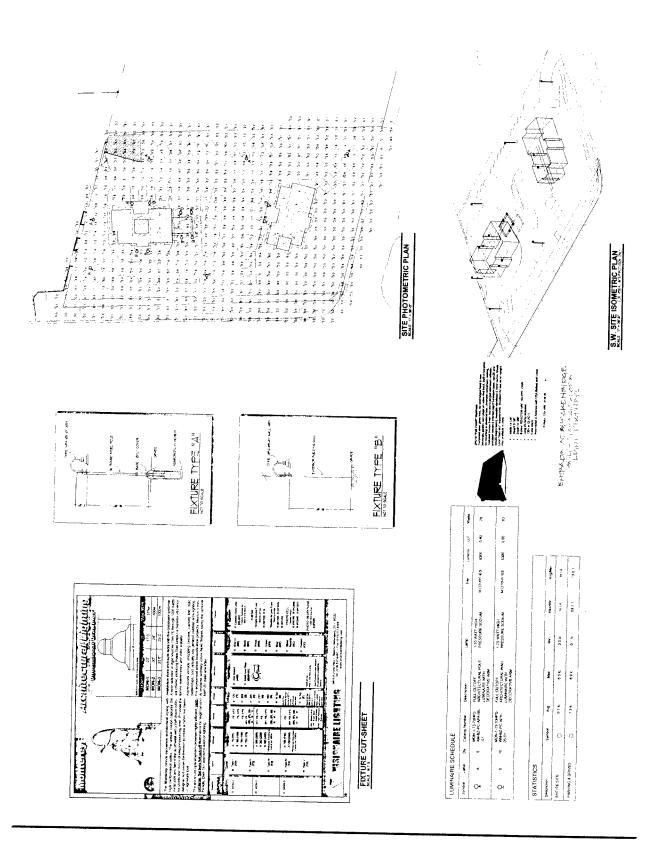
Email: nickolas.dickens@dot.state.co.us









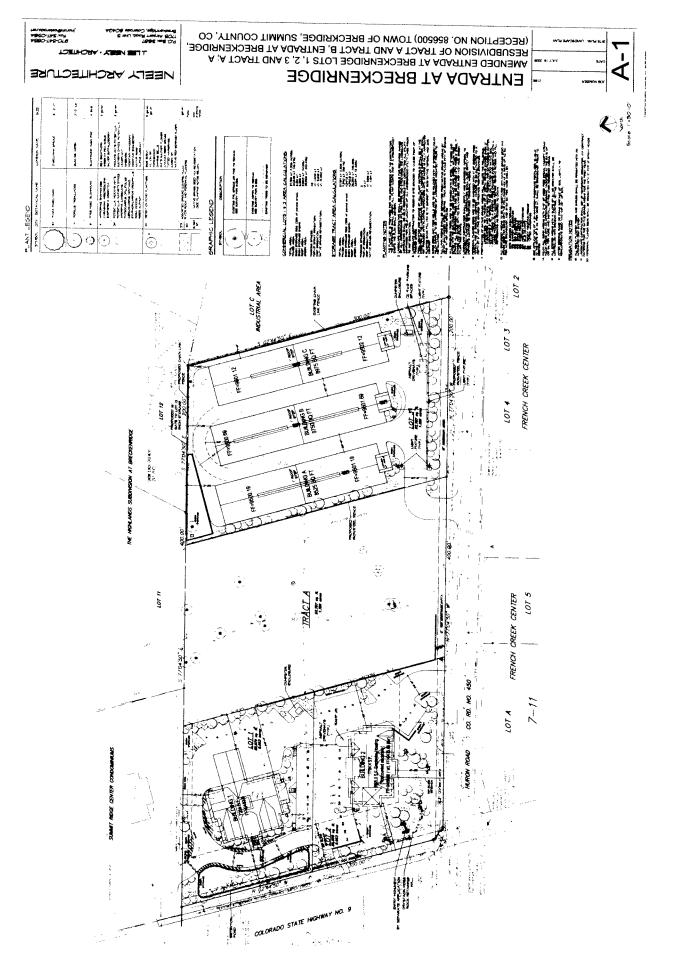


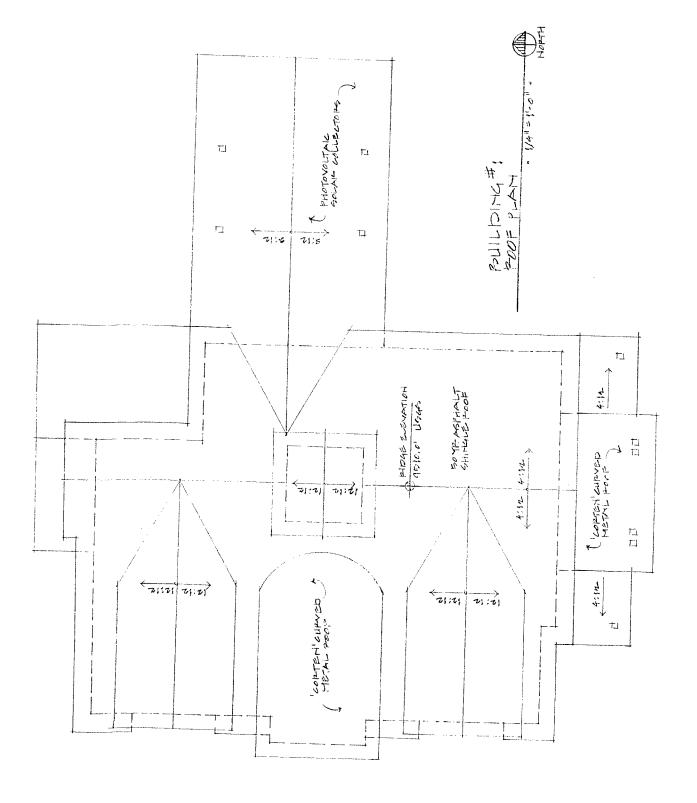


ENTRADA AT BRECKENRIDGE

AMENDED ENTRADA AT BRECKENRIDGE LOTS 1, 2, 3 AND TRACT A RESUBDIVISION OF TRACT A AND TRACT B, ENTRADA AT BRECKENRIDGE, (RECEPTION NO. 856500)

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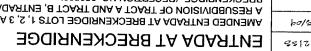
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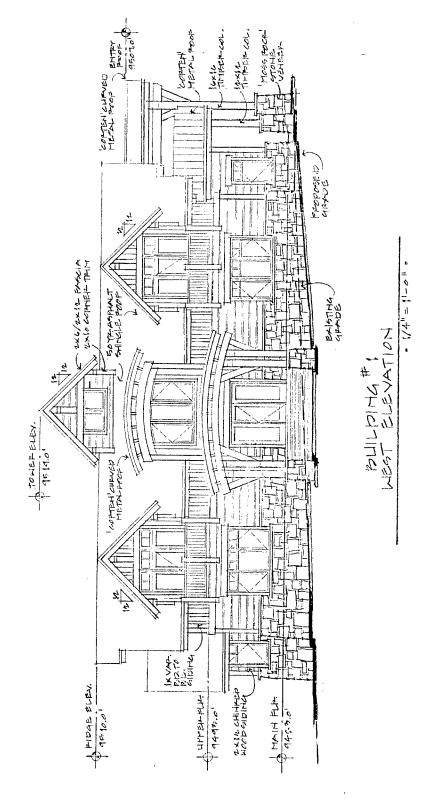
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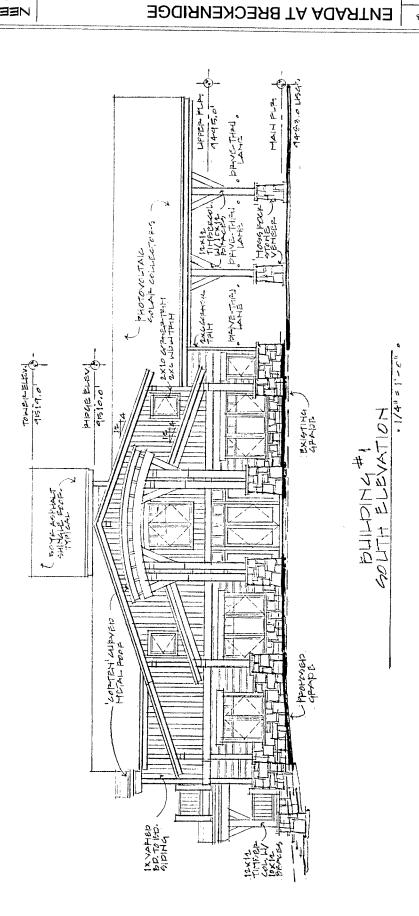
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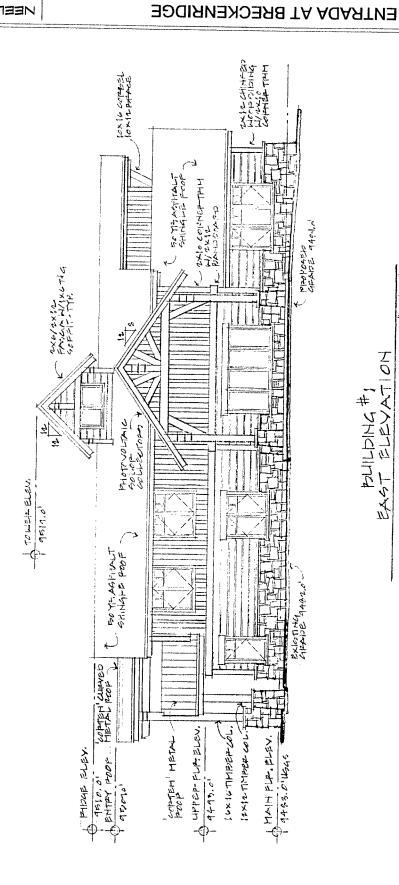
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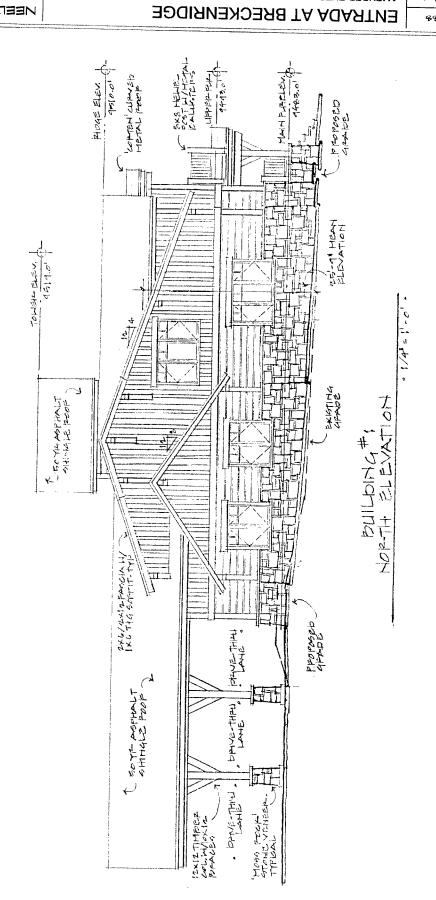


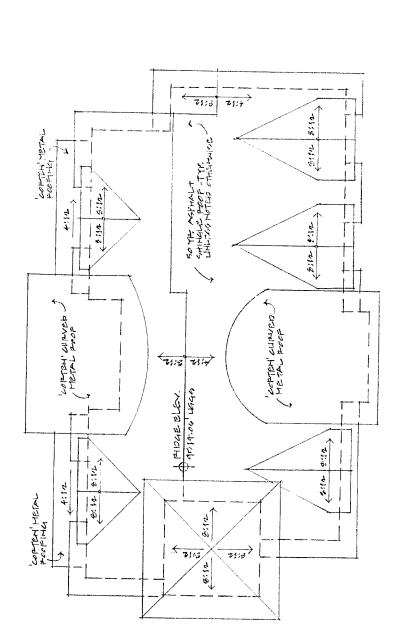






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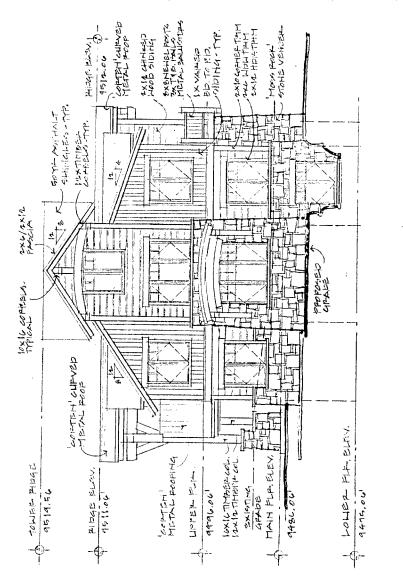
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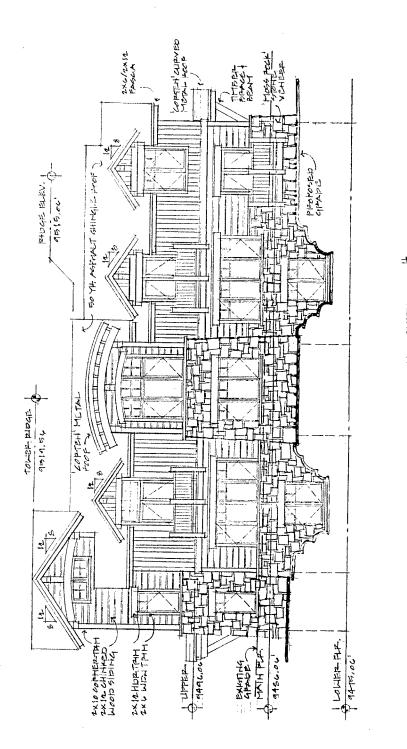
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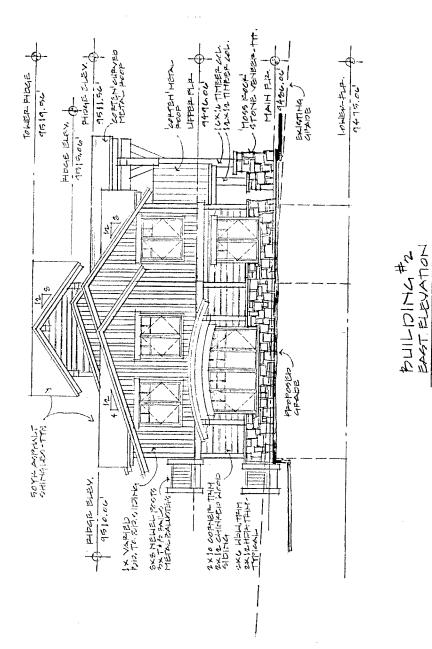
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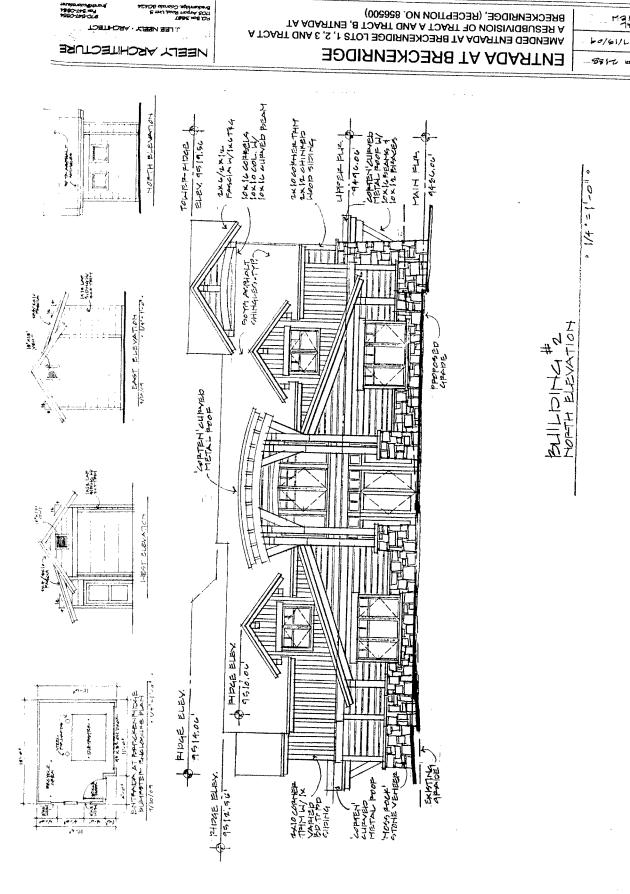
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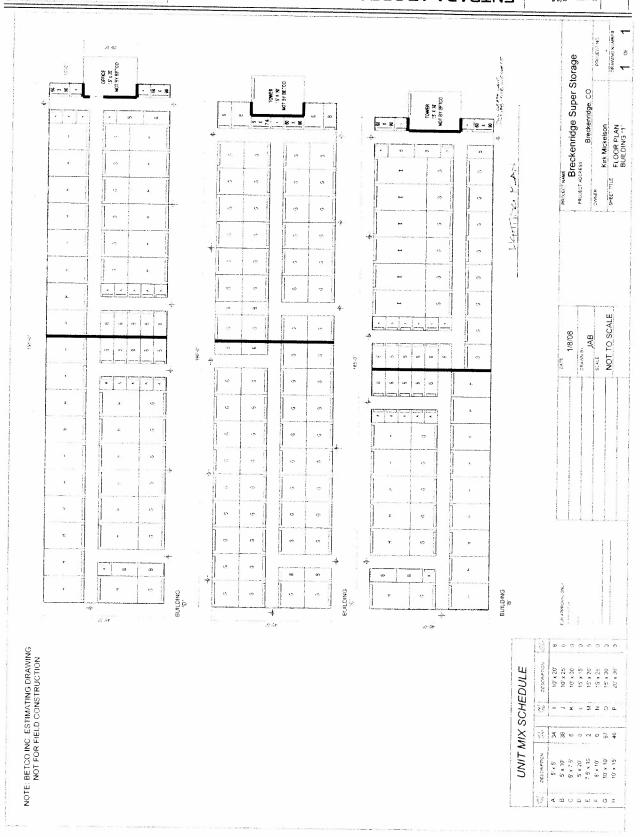
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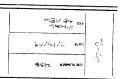
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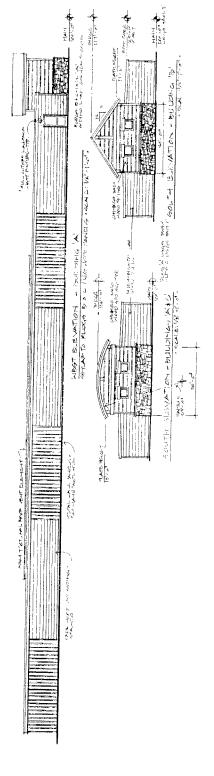


ENTRADA AT BRECKENRIDGE



ENTRADA AT BRECKENRIDGE LOTS 1, 2, 3 AND TRACT A RESUBDIVISION OF TRACT A AND TRACT B, ENTRADA AT BRECKENRIDGE (RECEPTION NO. 856500)







Scheduled Meetings, Important Dates and Events

Shading indicates Council 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. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge.

AUGUST 2009

Wednesday, August 5	County Fleet Building Ground Breaking
Saturday, August 8-10	Breck 150 Celebrations
Tuesday, August 11; 3:00/7:30pm	First Meeting of the Month
Thursday, August 20	TOB Employee Picnic
Tuesday, August 25; 3:00/7:30pm	Second Meeting of the Month
Thursday, August 27-28	CAST Meeting & Dinner in Breckenridge
Saturday, August 29	CMC Opening

SEPTEMBER 2009

Tuesday, September 8; 3:00/7:30pm	First Meeting of the Month
Thursday, September 10	CML Boards and Commissions Basics
Saturday, September 12	Oktoberfest
Tuesday, September 22: 3:00/7:30pm	Second Meeting of the Month

IMPORTANT- BUDGET RETREAT WILL BE ON OCTOBER 13th

OTHER MEETINGS

1 st & 3 rd Tuesday of the Month; 7:00pm						
1 st Wednesday of the Month; 4:00pm						
2 nd & 4 th Tuesday of the Month; 1:30pm						
2 nd Wednesday of the Month; 12 pm						
2 nd Thursday of the Month; 5:30pm						
3 rd Monday of the Month; 5:30pm						

Planning Commission; Council Chambers

Public Art Commission; 3rd floor Conf Room

Board of County Commissioners; County

Breckenridge Heritage Alliance

Sanitation District

BOSAC; 3rd floor Conf Room

3rd Thursday of the Month; 7:00pm 4th Wednesday of the Month; 9am Last Wednesday of the Month; 8am

Red White and Blue; Main Fire Station Summit Combined Housing Authority Breckenridge Resort Chamber; BRC Offices

Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition