



**BRECKENRIDGE TOWN COUNCIL
WORK SESSION
Tuesday, February 12, 2008
3:00 pm
Work Session**

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.

3:00 – 3:15pm	I. <u>PLANNING COMMISSION DECISIONS</u>	Page 2
3:15 – 3:45pm	II. <u>LEGISLATIVE REVIEW</u> *	
	• Stan Miller Development Agreement	Page 47
	• BBC Sign Easement	Page 57
	• BBC Access Easement	Page 67
	• LUD 33 Guidelines Ordinance	Page 82
	• Council Compensation	Page 88
	• Model Traffic Code Amendment	Page 91
	• RWB Fire Code	Page 95
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3:45 – 4:15pm	III. <u>MANAGERS REPORT</u>	
	• Public Projects Update	Page 10
	• Housing/Childcare Update	Verbal
	• Committee Reports	Page 11
4:15 – 4:45pm	IV. <u>OTHER</u>	
	• Rec Center Program Study	Page 13
4:45 – 6:00pm	V. <u>PLANNING MATTERS</u>	
	• Gondola Lot Plan	Page 25
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	• Peak 6 Scoping Letter	Page 28
	• Home Sizes	Page 32
6:00 – 7:15pm	VI. <u>PUBLIC ART COMMISSION JOINT MEETING</u>	Page 38
	<i>Dinner will be served to Town Council and Staff</i>	
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**** FINAL ACTION ITEM**

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: February 6, 2008

Re: Town Council Consent Calendar from the Planning Commission Decisions of the February 5, 2008, meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF February 5, 2008

CLASS C APPLICATIONS:

1. Shock Hill Sales Center (CN) PC#2008010; 260 Shock Hill Drive
Construct a temporary Shock Hill Lodge sales center with 240 sq. ft. of density and 240 sq. ft. of mass.
Approved.
2. Yancey Residence (MGT) PC#2008011; 86 Preston Way
Construct a new single-family residence with 5 bedrooms, 6 bathrooms, 4,947 sq. ft. of density and 5,867 sq. ft. of mass for a F.A.R. of 1:11.0. Approved.
3. Lot 159 Discovery Ridge (CK) PC#2008009; 155 Lake Edge Drive
Construct a new single-family residence with 4 bedrooms, 4 bathrooms, 4,724 sq. ft. of density and 5,563 sq. ft. of mass for a F.A.R. of 1:5.7. Approved.

PLANNING COMMISSION MEETING

WORK SESSION

1. Ex-Parte Contact, Voting and Meeting Process (Tim Berry, Town Attorney)

Tim Berry presented a paper regarding ex-parte contact, Commissioner ethics, conflicts of interest and the meeting voting process.

Mr. McAllister sought clarification on quasi-judicial matters vs. legislative matters. (Mr. Berry indicated that quasi-judicial matters are those where a decision is made with respect to one applicant or one piece of property. Legislative issues are those creating laws that apply generally to the whole community. Just like a judge cannot have direct contact with a defendant outside of the courtroom, Commissioners should not discuss an application outside of the formal hearing process. If approached by the public, tell them that you can not discuss an application outside of the meeting, and if you do you may not be able to vote on the topic.)

Dr. Warner sought clarification regarding Section 18.2 E of the memo, concerning asking for information from other Commissioners. Mr. Berry pointed out that all information regarding quasi-judicial matters must be in an open meeting, but that Commissioners are welcome to contact staff to get additional information.

Conflicts of Interest: Mr. Berry indicated that the usual procedure to determine if there is a potential conflict is to “Follow the money”. If the money leads back to you, or there is some other direct financial benefit to the Commissioner, there is a conflict. It is the responsibility of a Commissioner to raise a potential conflict of interest to the rest of the Commission during the public hearing. The Commission will then discuss the matter, and decide if there is a conflict. If there is a conflict, the Commissioner must refrain from the discussion, and refrain from attempting to influence other members of the Commission. This means they should leave the Council Chambers during the discussion. A Commissioner, however, may represent themselves in front of the Commission if the application is for their own residence.

Mr. Allen asked if members of the Commission could attend and speak at a Council meeting. Mr. Berry stated they could attend but he would rather they not discuss pending issues.

Mr. Bertaux asked if a member of the Commission could talk before Town Council after an application was voted on at the Commission level. Mr. Berry stated he would rather see Commissioner remain silent.

Mr. Berry discussed the point analysis. He stated once the point analysis has been decided by the Commission, a concurring decision must be made. However, before the formal approval or denial, Commissioners are encouraged to discuss and debate the proposed point analysis, and may motion to change the point analysis. However, once the point analysis is finalized, the Commission must approve the application, if the result is a passing point analysis.

Mr. Berry discussed transfers of development rights (TDRs) with the Commission. Points were discussed and staff explained the point process surrounding TDRs. Commission still has an opportunity to determine if the additional density fits, by using existing Development Code policies (setbacks, height, circulation, snow storage, etc.). However, negative points cannot be assigned under the density policy, since the density transferred, plus existing density, results in a new density allowed. Town Council will authorize a maximum density transfer (“up to “X” SFEs), but it is still up to the Commission to decide if the density fits, using these other Development Code policies.

THE MEETING WAS CALLED TO ORDER AT 7:25 P.M.

ROLL CALL

Michael Bertaux
Peter Joyce
Sean McAllister

John Warner
Mike Khavari

Rodney Allen
Dave Pringle

APPROVAL OF MINUTES

With one change on page 10 of 200 (Dr. Warner: Town Council report should indicate that “separation for Main Street offices was supported by a 5-2 vote”), the minutes of the January 15, 2008 Planning Commission meeting were approved unanimously (7-0).

APPROVAL OF AGENDA

With no changes, the agenda for the February 5, 2008 Planning Commission meeting was approved unanimously (7-0).

CONSENT CALENDAR:

1. Shock Hill Sales Center (CN) PC#2008010; 260 Shock Hill Drive

Dr. Warner asked why there would be no bathroom in the structure? Staff point out that there is no plumbing proposed in this building, but a portable bathroom would be provided on site.

2. Yancey Residence (MGT) PC#2008011; 86 Preston Way
3. 155 Lake Edge Drive (CK) PC#2008009; 155 Lake Edge Drive

Regarding the disturbance envelope, Dr. Warner would like to always make sure applicants know on the front end that a disturbance envelope exists and the definition of such envelope. Staff indicated that there is a condition of approval specifying allowed activities inside the envelope. The building permit also requires that the contractor initial that they have read and understand the conditions of approval.

With no motions, the consent calendar was approved unanimously (7-0).

PRELIMINARY HEARINGS:

1. Shores Lodge (MM) PC#2007155; SW corner of Tiger Road and Stan Miller Drive

Mr. Mosher presented a proposal to construct an 81,314 square foot lodge with 75 units (19 of which would have owner lock-off rooms), 4,662 square feet of commercial space (including conference space, lounge, fitness area and guest spa) and surface parking on 5.47 acres. Underground parking not possible due to geology of site. Negative points are warranted for building height. Possible positive points for architecture, landscaping, good circulation, renewable energy, extra amenities, shuttle system, dumpster incorporated into building,

Jeff Frahm, Craine Frahm Architects: Excited about designing development on this sight. Circulation pattern will be important. The look is contemporary mountain architecture to complement the adjoining buildings of neighboring developments. Three to four roof pitches will be used with large overhangs, heavy accents and all natural materials. Geothermal-aided heating for the snowmelt system and the building heating and cooling is planned. We are still discussing the photovoltaic panels for the covered parking area. All units would be one story.

Stephen Spears, Design Workshop: Sensitive site with the river nearby. Site design responds to naturalizing the property and protecting the river. Problematic elements were pointed out. All of the amenities are to the south of the building and get plenty of sun and fantastic views. Circulation is simple as the site is so flat. No need for several levels and stairs. The parking lot will be surrounded by 6-7 ft tall vegetation and berms, which will seclude and screen the parking lot. Mining heritage would be highlighted via different architecture techniques. Noted the additional trees planted per Staff's request. Believed the additional landscaping was good and would help buffer the neighboring properties. Parking lot is set below the right-of-way to help screen from view. This project will be a hub for the neighborhood. A connection to the trail system is sought.

Mr. Khavari opened the hearing for public comment. There was no public comment and the hearing was closed.

Commissioner Questions/Comments:

Mr. Pringle: Sought clarification regarding radon gas. (Staff – monitoring is planned in buildings that are being designed and planned to be vented if discovered.) Have concerns that this class of project may not draw folks prone to use public transportation. They will depend more on the shuttle service being

offered. A shuttle is almost mandatory for a project like this in this location. The area around the river is public land. Does the master site plan address public parking and river access? (Staff - this will be part of the Stan Miller Development to be reviewed at a future meeting.) Have we thought about vehicular movement regarding the Red White and Blue fire district circulation on the neighboring property? (Staff - This will be part of the Stan Miller project for a future meeting.) Sought clarification regarding the chimneys and how they would be designed. Chimneys draw attention away from entry. Architecture could use more accentuation. Appears flat across structure. Final: Positive points for architecture are not warranted at this time until some modifications are made. Pedestrian and vehicular circulation will work well the way this development is planned. Would support positive points. Site will operate more like lodging hot beds, but are we comfortable with this type of use on the periphery of town? Likes the way the building articulates and creates interest. Chimneys spread out defuse the interest. Building lacks a focal point. Positive feeling. Nail down employee housing density and unit count.

Mr. McAllister: This is a good start. Work within the code and address concerns about architecture. Some architectural compatibility between neighboring buildings would enhance project. Accent the entryway more; does it fit with everything else? Skeptical that shuttles don't actually add to the traffic problem. Circulation is great as well as landscaping. Energy conservation is great. Support use of geo-thermal. Multiple deed-restricted units are encouraged.

Mr. Joyce: Will this be LEED certified? (Architect – We will be striving for green construction, but LEED certification is time consuming and costly. Will be using beetle kill wood, and other green building material and techniques.) Sought clarification regarding detention ponds and water quality. (Staff pointed out that a separate application is expected to route water from the Blue River through this development and the neighboring duplex property.) Do roof areas drop snow onto decks below? (Mr. Frahm pointed out the snow would miss the decks when it falls.) Final: Contemporary architecture is good, needs some work. Agree with comments made about architecture. A model would be helpful. Placing some density into the roof forms is needed, also step the building down at the ends. As presented, Policy 33R, Energy Conservation, would warrant positive points. Would like to see additional transit information from established developments. Landscaping warrants positive points. Will hold off on positive points for circulation for now.

Mr. Bertaux: Sought clarification on one shuttle vehicle or the possible immediate need for two shuttle vehicles. Since proposal includes the neighboring duplex property, two might be needed immediately. (Staff pointed out initially one service vehicle would be utilized; but at Highland Greens, shuttles were so popular that another was soon added.) The main entry to the building is difficult to locate; needs accentuation. Overall the building is nice looking, but needs additional variation. Spruce up the building more. Overall site plan is great and orientation to the south is great. Building isn't too exciting. More variety is needed regarding architecture. Believe that one service van will not likely satisfy demand. Generally supports project. Final: OK with the architecture, but would like some revisions. Define entryway better to invite people to come into the building. Maybe stone should frame the entry. Guest loads will likely warrant two shuttle vehicles. Energy conservation points are supported. Project will do well, but with this location outside core of town, need more focus on amenities. Surprised amenity package doesn't focus more on fitness center and pool.

Dr. Warner: Build some density into the roofline to add variety to building. Have concerns as to whether the shuttle service actually reduces traffic in downtown, especially with so much density in this part of town. Questioned the shuttle warranting positive four (+4) points. (Mr. Grosshuesch - With a past traffic study by Charlier, service vans were a positive factor and were encouraged. They appear to be working. We can enforce their use by covenants. Mr. Frahm indicated that guests would expect a certain level of service, include the shuttle.) Will the required square footage of employee housing consist of a single unit or multiple units? Would prefer to have multiple units rather than one large one. (Architect - This is still under discussion, but a manager unit is planned to be on site.)

Final: Work more on the architecture then we will look at positive points. Struggle with flat rooflines. Vary roof more and step down at the ends. Maybe consider going to -15 points on height so you can better define the entry. Landscaping looks good. Open to idea of positive points

for circulation. Support energy points too. Address the housing units/square footage. Would like some input from staff of usefulness of shuttles throughout town.

Mr. Allen: Likes the project. Architecture is good. Roofline is bothersome and positive points are not supported at this time. Lower the chimneys as they are too enhanced compared to the rest of the building. Circulation is good as well as energy conservation; support positive points. But also negative points for snowmelt. Like the different separations of the building. Would like to know at next meeting where Shock Hill affordable housing would be incorporated.

Final: Architecture positive points not supported at this time. Building is too uniform. Break up roofline more. Build more density into the roof. Possible negative points for no density in roof and not stepping building edges. If you must, take a –15 point hit for height overage and do something dramatic to building. Size of building is broken up well. Nail down affordable housing. Not in favor of a single unit. Would like to see a menu of affordable housing. Shuttles are a great idea but needs to be convinced the system will support the numbers.

Mr. Khavari: With height being over, will this hinder neighbors? (Staff doesn't anticipate any issues as neighboring properties are far away and toward the north.) Break up architecture.

Final: Give entry more mass. Maybe consider going to –15 points for height at entry. Energy conservation is great. Multiple employee housing units are encouraged. Might suggest another preliminary hearing. On shuttle points, will wait for more information from staff.

WORK SESSIONS:

1. Comprehensive Plan (MT): Mr. Truckey presented the recent updates to the Comprehensive Plan. Some of the Commission has seen this before. Jeff Hunt started on this plan, and some major updates are now warranted. We will have time to visit this again at next meeting, and possible at March 4th meeting.

Mr. Allen: Public hearings and open houses encourage public input. (Mr. Truckey pointed out a public meeting could be held the end of February or early March). Has the BEDAC been involved on the economic chapter of the plan? Mr. Truckey indicated that BEDAC staff had reviewed and updated the chapter, but not the entire BEDAC committee). Should the three-mile plan be discussed in conjunction with this document? (Mr. Truckey said that the Comprehensive Plan, along with the Land Use Guidelines, would serve as the Three Mile Plan). What clash does the town's land use have with the county's. (Staff pointed out the plans for both jurisdictions are for the most part consistent with each other). Mr. Allen indicated that the suggested new land use district for open space properties could be modeled after the County's open space zoning district.

Dr. Warner: Sustainability doesn't seem to be much of a theme. Economy and character of community are tied together in a positive way. Maintaining the Town's character attracts visitors who help drive the economy. In order to maintain our character and not overwhelm the Town, should we consider caps on skier numbers per day or blackout dates for the Buddy Pass? How will congestion be mitigated? The natural environment should be preserved and maintained. Watershed protection, in the wake of the beetle infestation, should be discussed and a policy added concerning it. Would like to see more energy conservation discussion in the plan. Are we on the cutting edge of energy use and abuse? Snowmelt systems are huge consumption compared to plowing. Housing percentage goals may need adjusted or clarified. Include goal of maintaining 47% workforce housing in Breckenridge.

Mr. Pringle: Highest days of traffic may require implementation of special traffic plans, policed traffic control, etc. Traffic problems don't seem to be handled too well. Is the Town hitting its population targets or expectations? Gondola development may need to be included in this document. Peak 6 may need to be addressed. Now that we have Peaks 7&8 and the gondola, are they working with the plan? Alternative route to hwy 9 (Coyne Valley Road to Fairview) might be mandatory. Air quality is negatively affected by natural gas. Wood burning stoves may be looked at in relationship to greenhouse gasses, and perhaps technology is at a point with wood-burning stoves where they are a good substitute for natural gas stoves and fireplaces.

Mr. McAllister: What is the difference between this and the Vision Plan? Staff pointed out this is more specific. Was public input obtained between 2004-2006 or did the public provide vision plan input? Beetle kill trees and their consequences should be addressed. Transportation chapter should include I-70 improvements and hours of operation for the gondola. On air quality, PM (particulate matter) 2.5 should also be discussed (not just PM 10).

Peter Chlipala (Public): Gas fireplaces are easy to turn on whereas wood fireplaces take more work. Thus if more wood burning stoves were allowed, people would use them less than gas fireplaces. Some people turn on all five fireplaces at once, but would not bother if all were wood burning.

2. Home Size Policy (JS)

Public:

Craig Campbell, homebuilder: Shares the interest in preserving Town's uniqueness. But placing an arbitrary cap doesn't accomplish this goal. The Green Building Code will do that already. There are Design Review Committees in place to address the architecture per neighborhood. This policy would not work across the board.

Michael Rath with the Home Builders Association: Not in opposition with the idea of preservation. The Green Code will serve as device to control large homes with energy standards. If we work together to pass that we will accomplish the same thing. Some neighborhoods could use remodeling. There is a relationship between the size of the home and lot size. Older neighborhoods do not have building envelopes; maybe you should look at that. Will garage square footage be considered?

Peter Chlipala, homebuilder: Owns/built Snowy Ridge Subdivision. Maximum cap is discouraged and not agreeable because it stifles creativity and building a home. In some cases a basement can have hidden square footage, thus why should the square footage be included in the cap? Maybe the HOA's should draft better limitations and not the town. There are guidelines for other uses to mitigate points and believes that that should be the case for single family as well. If a 5,000 square foot garage could be built underground, then why should that matter?

Commissioners:

Mr. Allen: How would this relate to subdivisions like Highlands Park that currently have square footage limitations? (Mr. Truckey: this policy would apply to whatever was most restrictive). Opposed to rushing Phase 1 (cap) through. Not opposed, but need to have an intensive process with every owner in Town getting a letter of notice and participation. Opposed to rushing to pass this before the Council changes. Favors above ground density limits. Notify all in-town owners and get their feedback. Like Phase 2 options but take it slow and do it all at once. Look at above-ground numbers but not number below ground. FAR makes the most sense. Big homes on big lots aren't issues. Big homes on small lots are the issue. 7,000 square foot home should set the mark with no negative points and be neighborhood specific.

Mr. Bertaux: Option B and C should go together (relative policy and TDRs). Public input is necessary in the areas we think are problems. Floor area ratio (FAR) approach is favored but not applicable to a Highlands type neighborhood. Be neighborhood specific. Points and TDR option seem to be tied together. Going in right direction but don't hurry this through. Will Green Code really restrict home size? Can staff do the research? This can be critical. (Mr. Truckey: Green Code not intended to limit home size).

Mr. McAllister: Where are we on the Green Code process? (Staff pointed out a hearing with Town Council will be coming in March). Agrees with most of what has been said. Likes Option 1.2 and Option C in combination with TDRs. Do it once, not in two phases. Do not like cap overall, Green Code will deal with energy issues. Address garage issue in calculations. In favor of above ground mass cap. Let's do this in one phase. Development should pay its way. Address garage issue. Agrees with Mr. Allen.

Mr. Joyce: With Green Code coming, why is a cap being considered? (Staff pointed out Council is concerned with the character of Town as well as the existing neighborhoods. Green Code is not being written to limit size). So a large home could meet Green Code, be on a small lot and still overpower the neighborhood. Public process is important. Concerned about current owners and if a cap would diminish values. Likes idea of above ground density approach. Floor area ratio solves the problems. Be neighborhood specific.

Dr. Warner: Council's concern was with smaller older homes that would be replaced by larger homes in years to come change the character of some subdivisions in town. There is an emotional attachment to older neighborhoods. Some of this is a timing issue. Not ready to run this though. In favor of some kind of cap and favors Option 1.2 with above ground density cap to allow for better design. In favor of cap because of resource management, additional employees generated and more materials required. Accessory dwelling units might be considered as a

point offset if used for employee housing. Opposed to large homes philosophically. Should be neighborhood specific, like FAR. Subdivisions like Boulder Ridge with big homes on postage stamp lots looks terrible.

Mr. Kahavari: If it is an old house then it may need to come down. Pointed out new homes have more square footage to accommodate certain amenities. Agrees with Mr. Allen. This should be neighborhood specific. Fine with big homes and no cap size. This is big, don't rush this for Council.

Mr. Pringle: We should be concerned about the extremes. Need to be sensitive to mitigate the impacts of these extremes. The bigger you get, the more difficult it should be to mitigate. Agree with Mr. Allen. Resources used for larger homes should be taken into consideration. There are social implications here. There are green, resource and infrastructure requirements for these homes. What it takes to provide gas, electric, water, sewer costs to run these homes even when vacant. Slow down and get community buy in.

3. TDR Receiving Areas (CK)

Staff asked for clarification regarding a suggestion from the Planning Commission that TDR Receiving Areas be a Top 5 priority project.

Mr. Pringle: The Development Agreement should state the type of unit (e.g., townhome, condo/hotel) that TDRs are being used for and the applicant should not be allowed to change the type later in the process. Shock Hill Lodge and Spa is an excellent example of where the type of unit was pinned down, and the TDRs for condo/hotel were preferable because it reduced square footage per unit as opposed to the earlier townhome plan. Creating a better understanding of the unit type associated with the TDRs would be helpful. When TDRs are granted we want to know what exactly we are getting. Parameters need to be assigned and tied down.

Mr. Kahavari: Define the use and then transfer the density. Can applicants specify in the development agreement what they would like to do?

Mr. Allen: Where is the Town at in receiving TDR's from other basins? Intergovernmental agreement with county was recently amended per staff, and it allows three TDRs to be transferred in from other basins, once four TDRs have been transferred out to another basin. Revisit the maps; consider studying properties as potential receiving sites. (Staff explained that to individually scrutinize individual properties as receiving sites would not be feasible due to the intense amount of labor involved. Furthermore they explained that the Commission already has the tools via a fit test to determine whether a density transfer is appropriate for individual sites or not.)

Mr. Bertaux: Agrees with Mr. Pringle's comments.

4. Joint PC/TC Meeting Topics and Dates (CN)

Mr. Neubecker suggested that we start to identify possible joint meeting dates and topics. Mr. Bertaux suggested a home size discussion. Mr. Allen suggested a discussion regarding input on development agreements. Dr. Warner indicated that the Town Council really appreciates joint meetings with the Planning Commission, and relies upon this Commission heavily for their input.

There was no consensus that a joint meeting was needed at this time. We will wait until more pressing issues arise.

TOWN COUNCIL REPORT:

Mentioned an upcoming town meeting regarding offices on Main Street.

OTHER MATTERS:

None.

ADJOURNMENT:

The meeting was adjourned 10:57p.m.

Mike Khavari, Chair

Memorandum

TO: Town Council
FROM: Tom Daugherty, Town Engineer
DATE: February 7, 2008
RE: Public Projects Update

Riverwalk Center Roof

A larger scale mock-up of the exterior walls and paint color has been built at the site. We would like to ask you to take a look at it and deliver your opinion to us at the meeting. This mock-up is the color picked by Harry Teague Architects and presented to the Council previously. There was some concern at that time about the color, so we have prepared a sample for you to view. The mock-up can be found in the Tiger Dredge Parking Lot near Hyder's job trailer. We would like to hear from Council their opinion of the color at the February 12th meeting. A representative from HTA will be at the meeting for this discussion. Work is continuing on the structure with the continued erection of steel. The roofing will start being installed very soon. Carpentry, mechanical and electrical work is continuing within the facility.

Fuqua Livery Stable and Quandary Antiques Building

TCD had diverted resources to the Childcare Facility during slow ups on these projects as we waited for better weather and solutions to architectural and engineering issues. Now that those issues have been resolved work is continuing on both projects.

These projects are slated for completion in the spring and should be being used as part of the arts district this summer.

Childcare Facility

We expect to have a discussion about the green design concepts and the associated costs at the February 26 Council meeting.

Wellington Oro Treatment Plant

A contract has been signed with Base Building Solutions. Summit County has been informed about the contract is on board with Base Building Solutions. Base is mobilizing and will begin work shortly.

MEMO

TO: Mayor & Town Council

FROM: Tim Gagen

DATE: 2/7/2008

RE: Committee Reports

Police Advisory Committee Rick Holman

The Police Advisory Committee (PAC) held its bimonthly meeting on January 17, 2008. The Chief and members discussed the following:

➤ **Police Activity – 2007 Statistical Highlights**

Type	# in 2007	% Increase over 2006	Notes
Case Reports	1949	33%	Higher volume of calls dispatched is one influence on this number, as well as greater stability in staffing in 2007.
Foot Patrols	1173 hrs	19%	The dept. is focusing efforts on increased foot patrols in key areas.
Directed Patrols	4237	29%	The dept is closely focusing officer time and effort on areas identified by the community as requiring greater law enforcement presence.
Traffic Contacts	6456	Not Available	Statistics prior to '07 are not available from the Comm Ctr on this breakdown. They will be available in the future. Of the 6456 traffic stops in 2007, only one official complaint was received by the dept regarding an officer.
Tickets Issued from Traffic Contacts	1980	Not Available	Traffic contacts resulted in tickets approx. 30% of the time. Stops are used as an opportunity to educate the community, provide verbal warnings, etc...
<i>Parking Tickets Issued by PD (not parking division)</i>	<i>4133</i>	<i>149%</i>	<i>Reflective of community focus and adjusted priorities on parking enforcement.</i>

➤ **Misc Updates:**

- 1) Ski thefts are increasing, and the department began discussions with Vail Resorts regarding how they plan the skier services on Peak 8 to reduce this trend.
- 2) Detox for 2007 almost doubled over 2006. New Detox Center is now at the hospital, and costs will increase with this new service, staffed by Colorado West Mental Health.

Late Night Activity: Late night disturbances, assaults and calls to bars were discussed.

CAST Tim Gagen

Meeting held January 24-25 in Winter Park. Appointed new board member, Dick Cleveland (Mayor of Vail). Had presentations on 1) the consolidation discussion between Winter Park and Fraser, 2) the work of the Colorado Tourism Office and 3) Colorado Climate Action Project. CAST is planning a lead in the education process if what Town's can do to address the Climate Action recommendation. CAST also took a position to support revisions to the rent control statute and to prevent HOA's from restricting deed restricted affordable housing.

NWCCOG

Peter Grosshuesch

AT THE NWCCOG MEETING OF JANUARY 24, 2008, a number of logistical issues were covered:

- A new slate of municipal representatives were appointed to the executive committee.
- Patti Clapper, Jeff Shroll, and Bob French agreed to continue serving as officers in 2008.
- NWCCOG's 2008 Technical Assistance Grant awards were announced

AT THE RURAL RESORT REGION STEERING COMMITTEE MEETING OF JANUARY 24, 2008

- COLORADO BARK BEETLE COOPERATIVE (CBBC) / BITE TEAM UPDATE

Rick Cables, USFS Region 2 Regional Forester, supports the Cooperative's priorities and is willing to work with local governments. He also noted that the USFS may find it necessary to subsidize lower value projects with green timber sales in other areas to make the package financially feasible.

Other Meetings

Public Art Commission	Jen Cram	No Meeting
CML	Tim Gagen	No Meeting
Summit Stage	Jim Benkelman	No Meeting
Wildfire Council	Peter Grosshuesch	No Meeting
BEDAC	Julia Skurski	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
I-70 Coalition	Tim Gagen	No Meeting



MEMORANDUM

TO: Town Council
FROM: Lynn Zwaagstra
DATE: February 12, 2008
SUBJECT: Programming Study Options

Summary To Date:

In November of 2006, the Recreation Department engaged a project team to assess the physical condition of the Recreation Center in order to make recommendations for needed maintenance and repair. This resulted in the 2007 pool and mechanical systems repair project, as well as other planned projects being funded through the CIP process.

In addition to the physical assessment, the team conducted a facility use assessment that analyzed current use, participation statistics, key stakeholder input, current programming, industry trends, and possible future needs of the community. This yielded the recommendations summarized below.

Review of Ken Ballard's "Facility Use Study" Recommendations:

1. Prioritize and fund the deferred maintenance items that have been noted in the technical assessment.
2. Make improvements to the locker rooms.
3. Relocate and convert the indoor tennis courts.
4. Reconfigure the lobby, entry and pro-shop area to support the planned new use of the tennis court space.
5. Expand the aquatics area to include additional leisure pool space.
6. With the improvements to the center noted above, program and service expansion is possible. The focus should be in the following areas: fitness classes, personal training and wellness, youth programs, leisure pool, elite athlete training.
7. Replace the multi-purpose field surface with artificial turf.
8. Other improvements: climbing wall expansion, expand Avalanche Physical Therapy, signage improvements, improve technology, improve parking lot lighting, admin space, storage, and kitchen improvements.

These recommendations yielded possible options for Recreation Center renovation. Duane Crawmer from Barker Rinker Seacat produced some conceptual drawings to illustrate ways to address current deficiencies and accommodate community growth. Upon presentation of this information, council asked for more of a menu style list with options and costs itemized. These are now included in the attached spreadsheet.

Needed From Council:

The attached spreadsheet contains itemized renovation options with stand-alone costs.

In addition, renovation options have been packaged into 3 options of varying size and scope. They are designed to show 3 approaches to renovation and have a total package price. These 3 options are concepts only and can be altered depending upon council and community needs/interests. These are summarized below.

The spreadsheet also shows at the bottom a stand-alone option for aquatics expansion. Finally, a stand-alone cost is shown to enclose 4 outdoor tennis courts, should this option be of interest.

At this time, staff is seeking council direction on the size and scope of possible Recreation Center renovation options. This will allow us to take possibilities to the public to seek more specific input.

Issues for Consideration:

The following are some issues to consider while deliberating renovation options and approaches from the attached spreadsheet.

Expansion of Cardio/Circuit Training/Weight Room Areas

Areas of the facility that have greater demand than space include the cardio area, circuit weight area, weight lifting and power lifting areas. User groups are requesting additional space and equipment.

Expansion of these areas is addressed in options B and C

Youth Programming

Most youth programs currently operate out of the multi-purpose rooms. These rooms are not designed for youth programming and some minor state licensing discrepancies exist. Due to state licensing requirements, current participation is maxed out. There is a growing need for after school and summer youth care that cannot be met. In addition, the multi-purpose rooms have limited community availability due to being used for programming.

Creation of dedicated youth programming space is addressed in options B & C

Locker Rooms

Current men's and women's locker rooms are becoming overused and crowded. The current family locker room is worn and does not afford privacy. Due to the current design of the facility, expanding the locker rooms is challenging. However, creating better family locker room space may alleviate some demand on the men's and women's locker rooms.

These issues are addressed in options A, B and C

Operational Deficiencies

Several aspects of the current facility have deficiencies; some based on codes and some based on growth of the Recreation Department and its programs.

Two deficiencies based on codes are the elevator and location of the laundry facilities. The elevator is currently only a "man lift" and must be replaced with a fully functioning elevator. The laundry must be relocated to vent to the outside.

Admin space is currently 800 square feet and analysis indicates an increase to 2500 to 3000 square feet would address present and future needs.

Storage space is inadequate causing equipment to be stored in stairwells, the gym, hallways, and even the 3rd floor mechanical areas. This has created some safety concerns. Storage space increase of 1000 square feet has been recommended.

The Town recently conducted a safety and security audit of the Recreation Center. Some safety and security issues have been identified in regards to the lobby. Of particular concern is the ease of access to the Bearly Big room (child care) and youth in the multi-purpose rooms. There are also issues with the current surveillance system and wiring of all electronic systems behind the front desk. The current infrastructure is overloaded by attempting to retrofit newer technology into the lobby area. Re-doing the lobby with special attention to enhanced security would address access to the Bearly Big and multi-purpose rooms, and allow installation of electronic locking door systems, new surveillance systems, and improve the software and hardware associated with facility access.

These issues are addressed in options A, B and C

Summary Of “Packages”:

Barker Rinker Seacat Architecture created 3 approaches (options A, B & C) to address the programming study recommendations. One approach does not create program expansion, one creates program expansion by expanding the facility footprint, and one approach creates program expansion within the current facility footprint. These are summarized below and can be seen in the attached drawings.

Option A - \$1,348,270

Packages together correction of current deficiencies only. Includes the following:

- Installation of an elevator
- Laundry relocation
- Creation of 2 cabana style family locker rooms
- Re-do lobby with special attention to security
- Gym storage space (600 sq ft)
- Admin space (800 sq ft)

Option B - \$4,594,590

Packages together correction of current deficiencies plus expansion of facility footprint to add youth programming space, expansion of cardio/circuit/weight lifting areas, and admin space. By expanding the facility footprint, there is no loss of current programming space. Includes the following:

- Installation of an elevator
- Laundry relocation
- Creation of 2 cabana style family locker rooms
- Re-do lobby with special attention to security
- Gym storage space (600 sq ft)
- Admin space (2100 sq ft)
- Youth programming space (1400 sq ft)
- Weight lifting space (1240 sq ft)
- Fitness/Circuit space (1680 sq ft)
- Equipment storage (440 sq ft)

Option C - \$6,561,555

Packages together correction of current deficiencies plus renovates areas within the current facility footprint in order to expand youth programming space, cardio/circuit/weight lifting areas, admin space, and add a child play area. Indoor tennis space would be lost in order to gain this space for other programming. Includes the following:

- Installation of an elevator
- Laundry relocation
- Creation of 4 cabana style family locker rooms
- Re-do lobby with special attention to security
- Gym/equipment storage space (1310 sq ft)
- Admin space (1365 sq ft)
- Youth programming space (700 sq ft)
- Kids play area (1350 sq ft)
- MAC gym (primarily for youth programming) (7200 sq ft)
- Weight lifting/fitness/circuit space (3500 sq ft)
- Aerobics studio (2065 sq ft)
- Convert multi-purpose studio back to racquetball
- Relocate Avalanche Physical Therapy

Stand-alone option to expand aquatics - \$3,742,400

Stand-alone option to enclose 4 outdoor tennis courts - \$3,500,000

Council Direction:

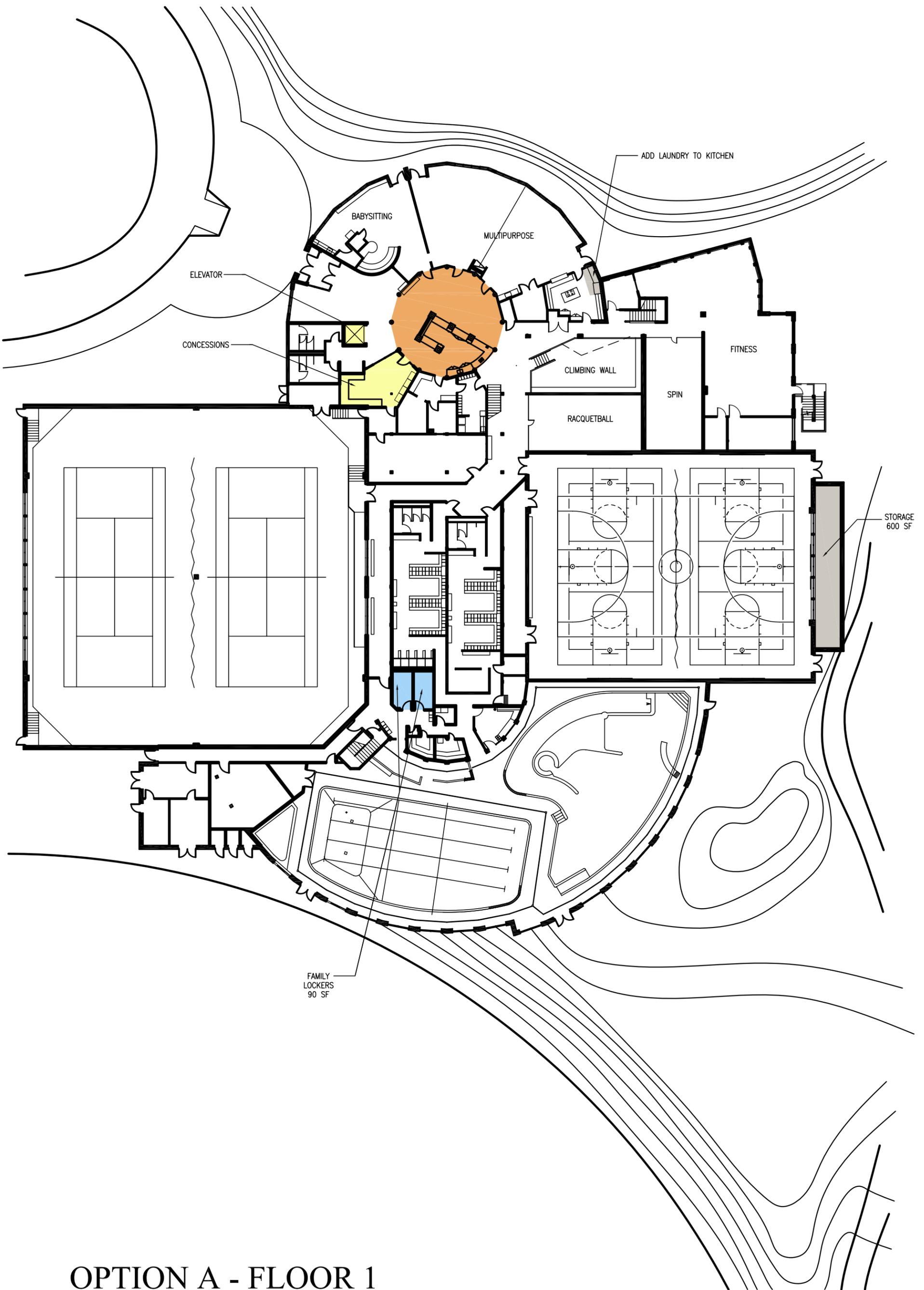
At this time, staff is seeking council direction on the size and scope of possible Recreation Center renovation options. This will allow us to take possibilities to the public to seek more specific input.

BRECKENRIDGE RECREATION CENTER

Program cost comparison

Jan. 28, 2008

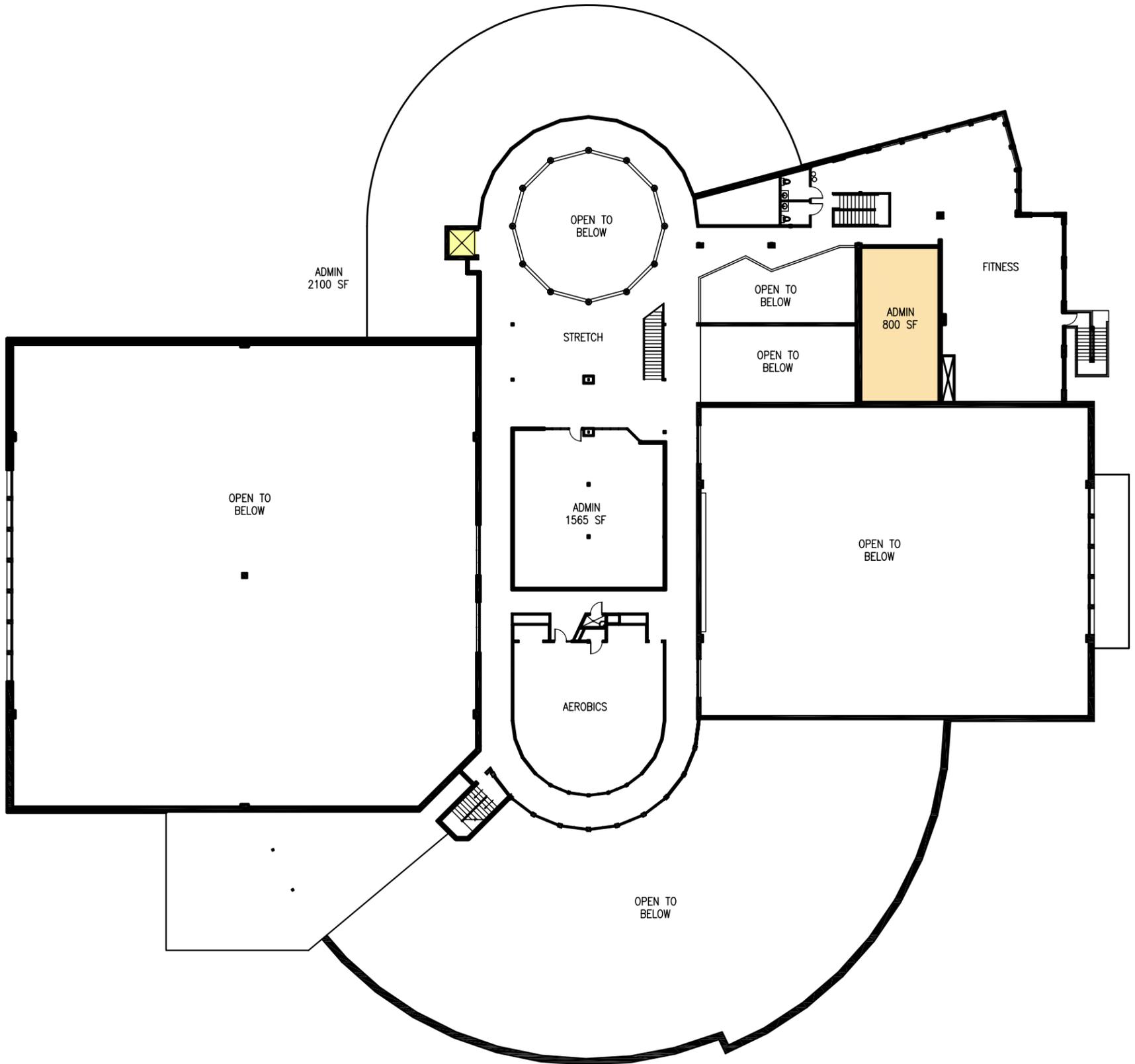
Space	Room Name	Existing			Addition and remodel A			Addition and remodel B			Addition and remodel C			Stand Alone Cost		Comments
		Net Size S.F.	Remodel existing	Gross S.F.	Cost	Remodel existing	Gross S.F.	Cost	Remodel existing	Gross S.F.	Unit cost/s.f.	Cost	With contingency Fees & FF&E	Inflated to 2009		
Public	Lobby/Reception	1200	1600		\$150,000	1600	\$150,000	1600		lump	\$150,000	\$202,500	\$226,800.00	Includes changes for security		
	Play area				\$0		\$0	1350		\$225	\$303,750	\$410,063	\$459,270.00			
Baby sitting		950			\$20,000		\$20,000			lump	\$20,000	\$27,000	\$30,240.00	add sign in counter		
Community	Classrooms/Youth program	0		0	\$0	1680	\$504,000					\$680,400	\$762,048.00	1st floor of addition with admin.		
	Youth remodel area in C							700		\$170	\$119,000					
Building Support	Concession A & B	300	400		\$68,000	400	\$68,000			\$200	\$0	\$91,800	\$102,816.00			
	Concession at C							1000		\$200	\$200,000	\$270,000	\$302,400.00			
	Family Lockers A & B	200	600		\$180,000	600	\$180,000					\$243,000	\$272,160.00			
	Family Lockers in C							1000		\$300	\$300,000	\$405,000	\$453,600.00			
	Elevator	25	200		\$125,000	200	\$125,000	200		lump	\$125,000	\$168,750	\$189,000.00			
	Storage added to gym			600	\$120,000	600	\$120,000		600	\$200	\$120,000	\$162,000	\$181,440.00			
Building staff area	Laundry	150	150		\$22,500	150	\$22,500	150		\$150	\$22,500	\$30,375	\$34,020.00			
	Office	100														
	Work area	100														
	Staff break area	300	300		\$36,000	300	\$36,000	300		\$120	\$36,000	\$48,600	\$54,432.00			
	Storage upstairs in B					400	\$48,000					\$64,800	\$72,576.00	uses infill at raq. Ball		
	Storage		100		\$14,000	100	\$14,000	100		\$140	\$14,000	\$18,900	\$21,168.00			
Park and Recreation Administration	New in B	1600		0	\$0	2,520	\$756,000			\$220	\$0	\$1,020,600	\$1,143,072.00	2nd floor over play/youth		
	Remodel only in A		800		\$120,000							\$162,000	\$181,440.00			
	Remodel in C							1800		\$180	\$324,000	\$437,400	\$489,888.00			
Recreation spaces	Free weights	2065			\$0	1,680	\$420,000			\$300	\$0	\$567,000	\$635,040.00	Lower level of addition, includes mechanical		
	Exercise equipment	2345			\$0	1,680	\$420,000			\$300	\$0	\$567,000	\$635,040.00	Upper level of addition		
	Remodel in C							3500		\$200	\$700,000	\$945,000	\$1,058,400.00			
	Gym	8000						710		\$150	\$106,500	\$143,775	\$161,028.00			
	Track	4370						1200		\$200	\$240,000	\$324,000	\$362,880.00			
	Dance/ fitness	900						1500		\$200	\$300,000	\$405,000	\$453,600.00			
	Mac Gym in C							7200		\$150	\$1,080,000	\$1,458,000	\$1,632,960.00			
	Sub Total without aquatics		4,150	600	\$855,500	3,350	\$2,883,500	22,310	600		\$4,160,750					
Building size		66,970		67,570		71,770			67,570							
Site work at additions only					\$20,000		\$100,000				\$100,000					
	Sub Total				\$875,500		\$2,983,500				\$4,260,750					
25% FF&E and Fees					\$218,875		\$745,875				\$1,065,188					
Total Project cost in 2007 dollars					\$1,094,375		\$3,729,375				\$5,325,938					
	Contingency 10%				\$109,438		\$372,938				\$532,594					
	Sub Total				\$1,203,813		\$4,102,313				\$5,858,531					
Total Inflated to 2009 add 12%					\$1,348,270		\$4,594,590				\$6,561,555			2009 is the earliest construction could start		
Aquatics Option	Liesure pool addition			6480	\$1,944,000	6480	\$1,944,000	6480	\$300	\$1,944,000						
	Liesure pool water concept 2				\$1,104,000		\$1,104,000				\$1,104,000					
	Addition pool Mechanical			912	\$182,400	912	\$182,400	912	\$200	\$182,400						
	Mech and electrical			600	\$108,000	600	\$108,000	600	\$180	\$108,000						
	Party room			816	\$204,000	816	\$204,000	816	\$250	\$204,000						
	Aquatic related site work				\$200,000		\$200,000				\$200,000					
	sub total not included in bottom line				\$3,742,400		\$3,742,400				\$3,742,400	\$5,052,240	\$5,658,508.80	all areas must be together		
Add Aquatics option with mark ups				76,378	\$7,006,779	80,578	\$10,253,099	76,378			\$12,220,064					
	New Tennis Pavilion										\$3,500,000					
With new tennis enclosure											\$15,720,064					



OPTION A - FLOOR 1

1" = 30'

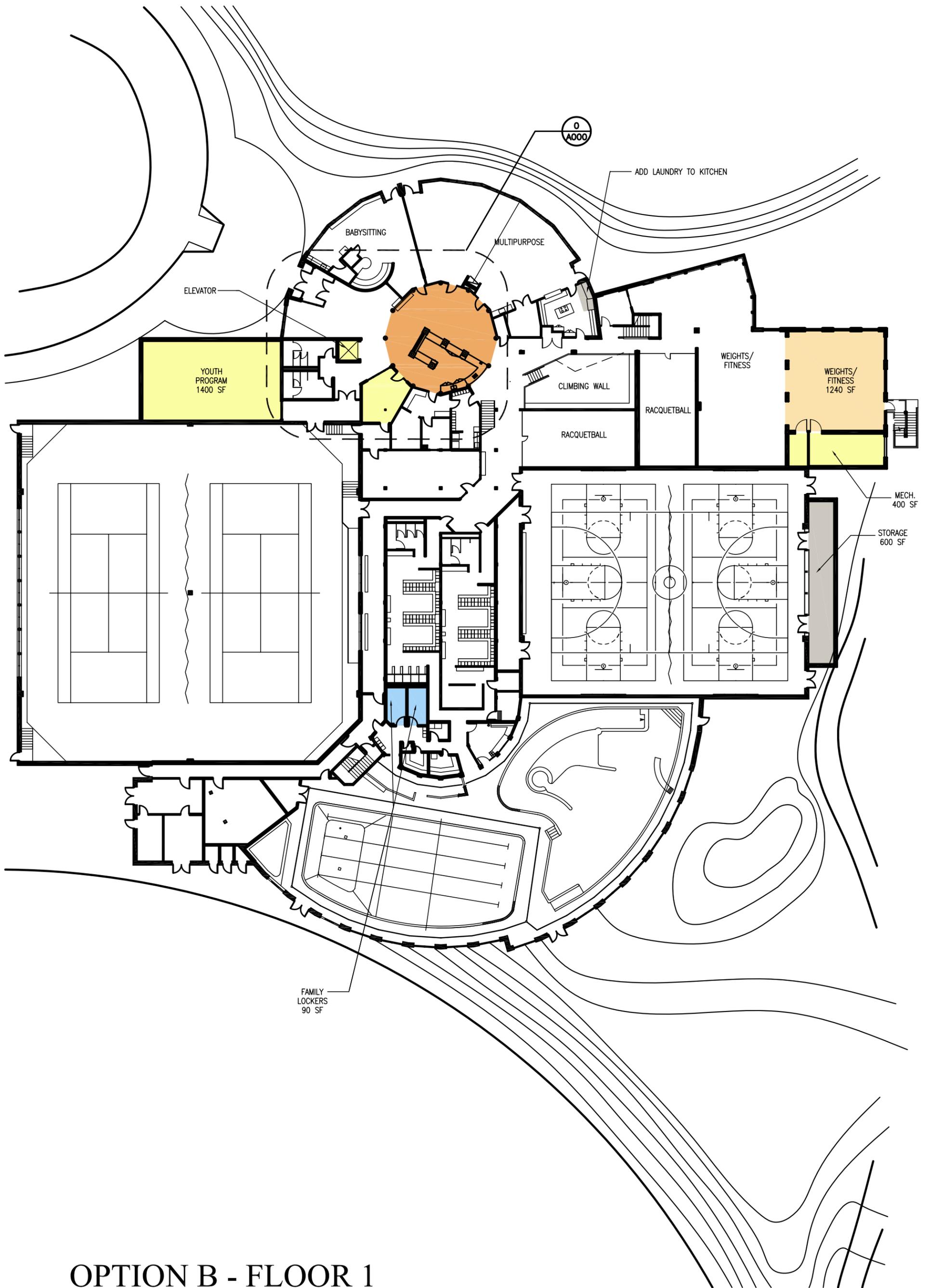
NOTE: SQUARE FOOTAGE SHOWN IS NET



OPTION A - FLOOR 2

1" = 30'

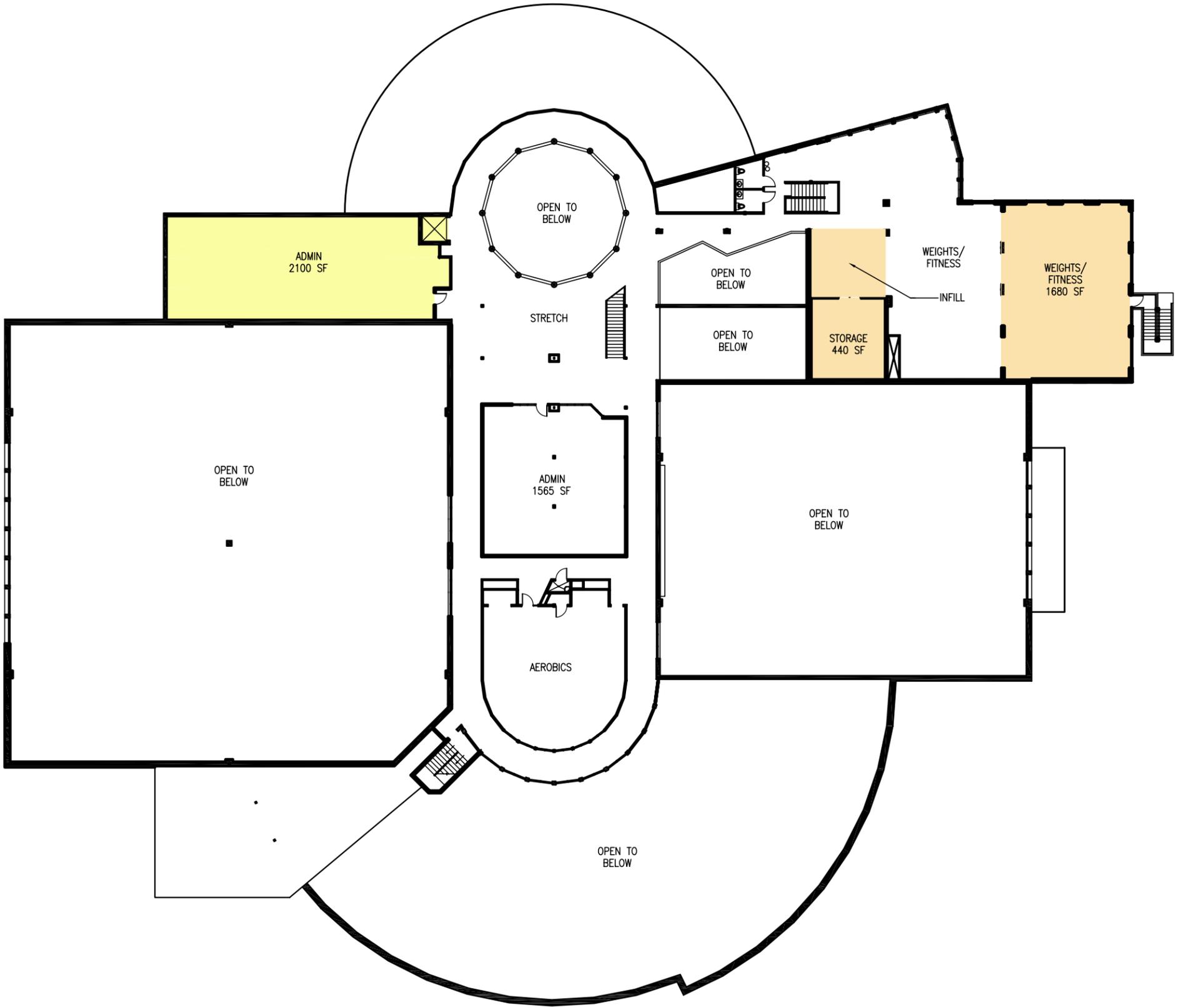
NOTE: SQUARE FOOTAGE SHOWN IS NET



OPTION B - FLOOR 1

1" = 30'

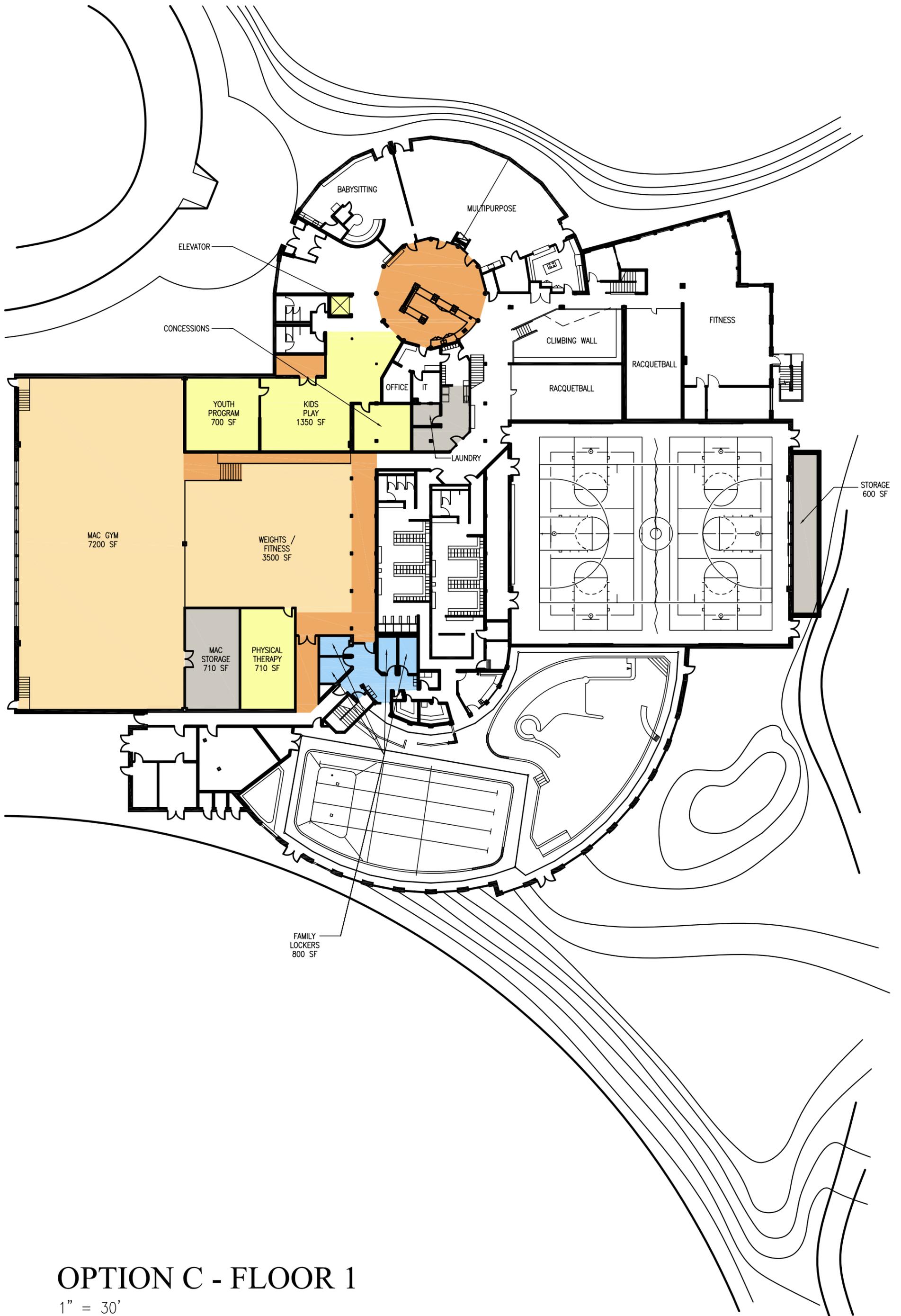
NOTE: SQUARE FOOTAGE SHOWN IS NET



OPTION B - FLOOR 2

1" = 30'

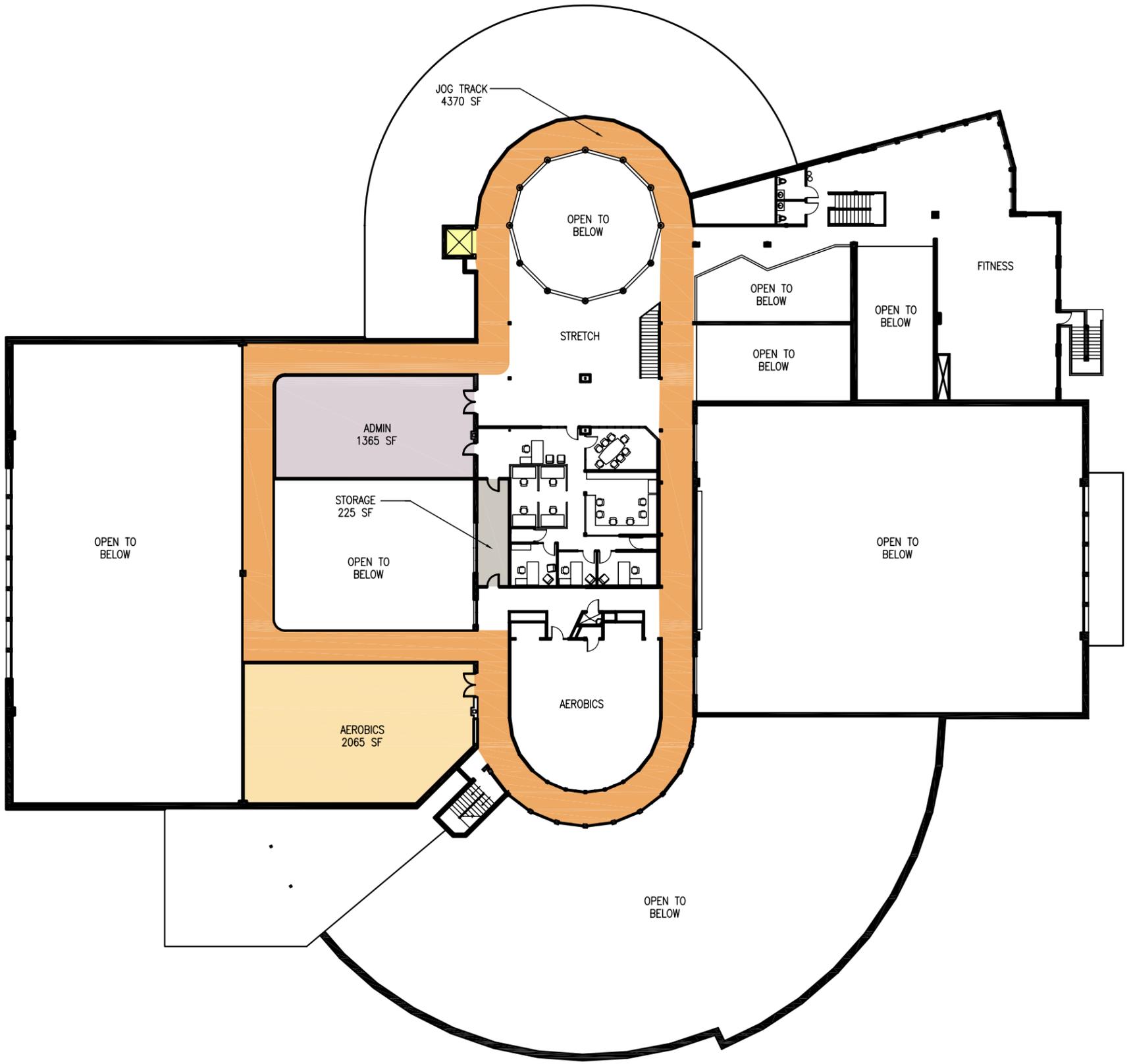
NOTE: SQUARE FOOTAGE SHOWN IS NET



OPTION C - FLOOR 1

1" = 30'

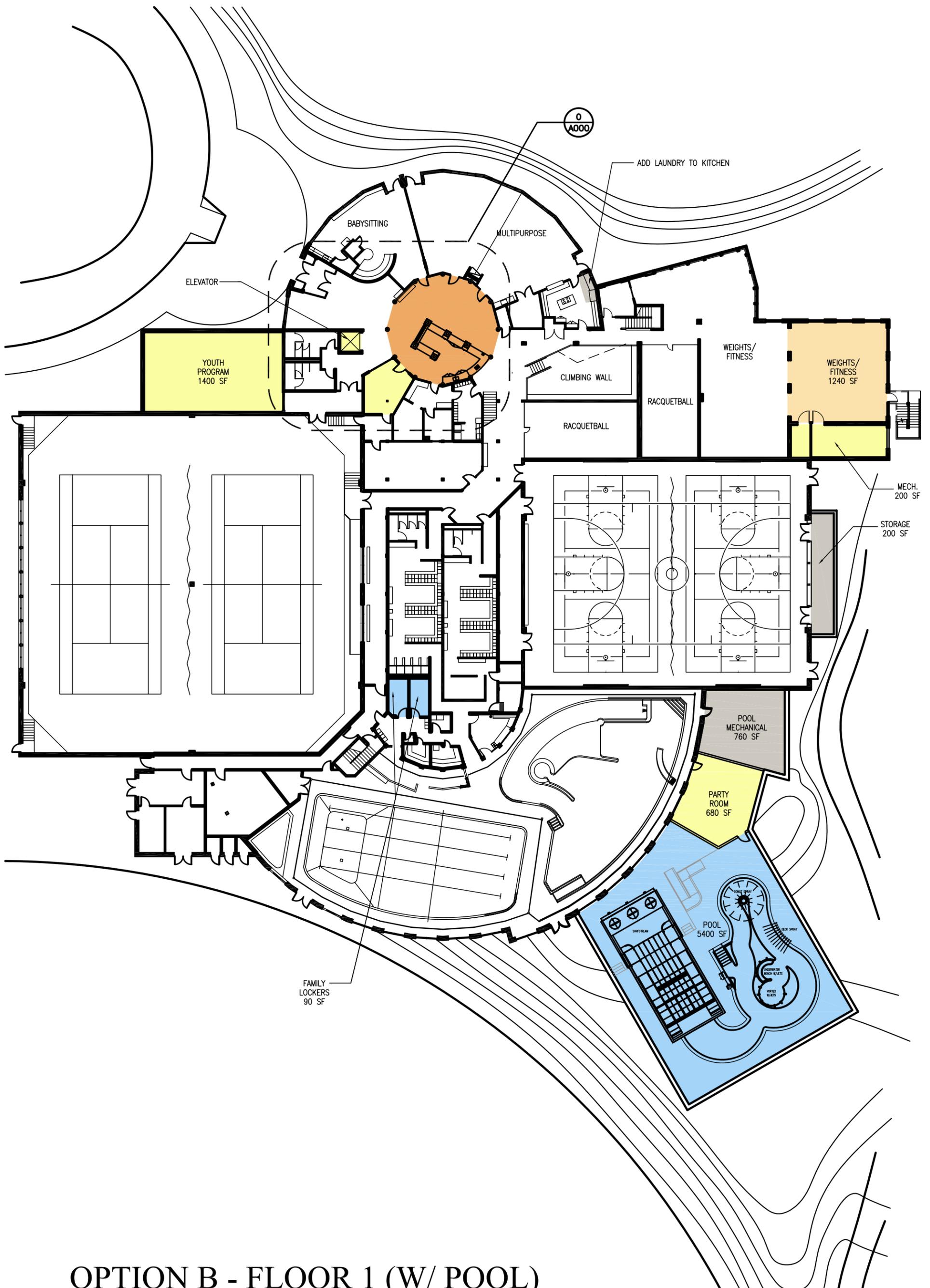
NOTE: SQUARE FOOTAGE SHOWN IS NET



OPTION C - FLOOR 2

1" = 30'

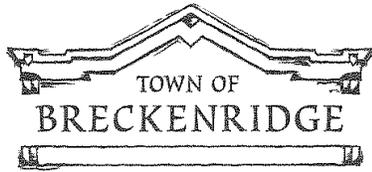
NOTE: SQUARE FOOTAGE SHOWN IS NET



OPTION B - FLOOR 1 (W/ POOL)

1" = 30'

NOTE: SQUARE FOOTAGE SHOWN IS NET



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker, Senior Planner

DATE: February 5, 2008

SUBJECT: Gondola Lot Master Plan

As you may know, the Planning Staff and Vail Resorts Development Company have been working together on developing a new master plan for the development of the Vail Resorts properties surrounding the gondola, as well as Town owned properties in the vicinity. The Client Review Team (CRT), including representatives from the Town (Peter Grosshuesch, Chris Neubecker and Eric Mamula) and Vail Resorts (Alex Iskenderian, Ross Holbrook and Rick Sramek) has been working closely with our consultant, DTJ Design, on determining the Design Drivers and Measurements of Success for the project.

The Design Drivers will help to guide the design of the project. The Measurements of Success will help us to evaluate if we have achieved our goals. The purpose of Tuesday's work session is to share with you the Design Drivers and Measurements of Success selected by the CRT, and to see if the Council agrees with this list, or if there are other issues that should also be included. It is important to define these goals upfront, since design decisions down the road will be based on these objectives. Please take a moment to review these goals, and let us know if there are any other issues that have not been listed.

Design Drivers:

Compatible with Breckenridge:

- Create an environment that is compatible with the values and character of the existing Town.

Balance transit and transportation issues:

- Develop a balanced solution that improves the transit and transportation issues associated with the bus system, the gondola, the Riverwalk/bike path, and the pedestrian experience.

World-class visitor/resident experience:

- Establish a world-class visitor/resident experience within the ski area, as well as the Town. This includes creating an outstanding community that demonstrates a high level of quality and character that will stand the test of time.

Authentic story – relate to Town:

- Relate to the Town of Breckenridge in an authentic way, building on the existing story of this strong community.

Integration with the fabric of Town:

- Integrate with the Town fabric so that newly developed areas have a seamless transition to the existing Town.

Sustainability:

- Develop a neighborhood that represents Vail Resorts and the Town's commitment to creating environmentally sustainable places.

Measurements of Success:

VRI Board of Directors approval

Town Council approval

Return on investment and resort depreciable assets (vs. skier services)

- Create a plan that is approvable by both the Town Council and VRI Board of Directors.

Overall community acceptance

- Develop acceptance of the plan by both the officials and greater community.

Improved function of transit systems and modal transfer

- Demonstrate an improved transit system that meets the needs of all the transportation and transit elements.

Year-round activity place

- Provide the opportunity and program elements that establish this project as a year-round place.

BRECKENRIDGE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

RECOMMENDATION TO TOWN COUNCIL

MEETING DATE: January 10, 2008

VOTING MEMBERS: Gene Baker, Rick Hague, Tony Harris, Leon Fetzer, Rick Hague, Steve Graham, Bonnie Smith-Allen (**Vote 7-0**)

ITEM: **BRC ROI Metric Evaluation**

BEDAC respectfully submits the following recommendations and comments to Town Council regarding the ROI metric and model proposed by the Breckenridge Resort Chamber (BRC) to evaluate and track the effectiveness of the BRC marketing program:

1. BEDAC believes that it is desirable to have some form of generally acceptable, quantitative means or metric with which to measure performance and to assign accountability with respect to the marketing and advertising expenditures of the BRC. Such a metric, if meaningfully constructed, could enable the Town Council to assess the impact of its marketing investments through the BRC each year.
2. Having endorsed the concept of such a metric, BEDAC also understands that the construction of such a model is very difficult, if not impossible, due to two factors:
 - (a) the difficulty of accessing accurate and relevant data and agreeing upon necessary assumptions in the construction of such a model, and
 - (b) the impact of extraneous events and conditions that would influence any such metric and the impossibility of accurately determining the quantitative impact on the metric of such situations over which neither the Town nor the BRC has any control, i.e. winter snow conditions, general economic conditions, exchange rates, etc.
3. After lengthy discussion with BRC representatives and considerable analysis and thought on the part of a BEDAC committee established to evaluate the BRC metric, BEDAC is not able to endorse the BRC model or its methodology.

BEDAC believes that the BRC metric calculation and the assumptions that are included in the calculation are based upon questionable data and questionable and/or faulty assumptions and assumed causal relationships. Furthermore, the impact of many important extraneous events and factors upon the model - over which neither the BRC nor the Town have any control - cannot be understood and/or isolated so as to use the metric for its intended purpose, namely to assess the effectiveness of the BRC marketing program. Such extraneous events and factors can both penalize or embellish the BRC efforts with no way to assess their true impact.

4. BEDAC is very willing and able to provide additional assistance and evaluation to Council should the BRC present another approach or model designed to assess its performance and effectiveness.

COMMENTS:

BEDAC members Del Bush, Thomas Smits, and Dick Sosville abstained from the BRC ROI Metric vote as their terms started after the item was reviewed in full.

Memorandum

To: Town Council
From: Open Space Staff
Re: Peak 6 Expansion Scoping
Date: February 6, 2008 (for February 12th meeting)

In your packet is a draft letter to the Forest Service regarding the proposed expansion of BSR into their Peak 6 area permit area and the associated improvements. Please keep in mind that this response falls within the public scoping phase of the NEPA process. The public scoping phase is when the public has the first opportunity to present comments about the project proposal. The next step for the Forest Service will be to take the comments received and have them reviewed by their designated interdisciplinary team (ID team). Any significant issues raised through external public (and agency or internal USFS) scoping may drive the modification of the Proposed Action or the formulation of additional action alternatives.

This letter, therefore, is meant to bring up questions with respect to the proposal that the Town would like to see addressed in the Environmental Impact Statement (EIS) process. It is not meant to be a position paper on the proposed project. We will get another chance to comment on the draft EIS once it has been developed. At that point, the proposal, and the Forest Service analysis of the proposal, will be much more detailed. The public will get at least a 45-day comment period to address the different alternatives evaluated.

DRAFT --- DRAFT --- DRAFT --- DRAFT --- DRAFT --- DRAFT --- DRAFT ---

February 1, 2008

Maribeth Gustafson, Forest Supervisor
c/o Roger Poirier, Winter Sports Program Manager
White River National Forest
900 Grand Avenue
Glenwood Springs, CO 81602-0948

Dear Ms. Gustafson:

With this letter, the Town of Breckenridge respectfully submits its comments on the NEPA review for the proposed development of new terrain and associated infrastructure on Peak 6 of the Breckenridge Resort. The Town recognizes that the process is in the public scoping phase and that the Environmental Impact Statement will contain the full disclosures with respect to the biological and social impacts of the proposed project. These comments are meant to describe our concerns and questions that we would hope would be addressed within the EIS.

Social Impacts

We would like to see that the comfortable carrying capacity (CCC) of the town in general is assessed, as well as that of the ski resort, in looking at this proposed expansion. As the scoping letter states, “BSR has fluctuated between the most visited and second most visited ski resort in the United States over the past decade.” In light of this, some questions come up about the ultimate maximum capacity, particularly as we have not yet experienced the community-wide impacts from the new Peaks 7 and 8 base areas. There are already periodic peak parking and traffic issues in town, and we would like to see how the Forest Service and BSR plan to address the cumulative transportation problems that will likely arise with the additional visitors and employees that the new base areas and the Peak 6 expansion will bring. The Town is very concerned about both the quality of life issues for its residents and the quality of the guest experience that will be directly affected by the implementation of this proposal.

In addition to parking and capacity issues, we believe there will be a need for additional employee housing. The additional service workers, ski patrollers and ski instructors will need affordable housing and we ask that the EIS addresses this as well.

The Town would like to know what other options for addressing the comfortable carrying capacity and skier dispersion have been analyzed and/or dismissed as alternatives to the Peak 6 expansion. Other terrain available within the existing permit area, that has never been open (e.g. the upper valley between Peaks 8 and 9), should be evaluated as part of the project purpose and need. Also, after the pine beetle moves through the area, there may be additional areas that could be opened after significant tree loss occurs. Hike-to terrain within the existing operational boundary could potentially become lift-accessed (e.g. the Windows or the Twin Chutes)? Also, we understood that the CCC was to be addressed partially through upgrading and increasing the capacity on existing lifts, such as the

replacement of Chair 6, which was already proposed by BSR and approved by the Forest Service. Will the utilization and improvement of existing terrain and infrastructure be evaluated as part of the EIS? It would be important to know that this expansion would sufficiently address the CCC issues and would not simultaneously increase the skier numbers to the point that additional expansion beyond that proposed would be imminently necessary.

With respect to the specifics of the proposal, we would like to know if variations of the project will be considered under the alternatives analyzed. Some alternatives that could be addressed include terminating the lift at treeline and leaving the higher terrain for hike-to skiing, or including a mid-station at treeline.

The social impacts to the backcountry skier experience needs to be addressed as well. Peak 6 provides relatively safe and accessible terrain to backcountry skiers and provides quick relief from the ski resort for those that seek a more solitary experience. The impacts to the Siberian Loop trails from both construction and use as access routes need to be evaluated with respect to the change in the character of the trails for both summer and winter uses and any associated environmental impacts. If BSR is doing any level of construction on these trails to make them more suitable as access routes, we would like to see that some improvements are made to the trails addressing their use as recreational routes.

The Town has been very involved in promoting the use of energy efficiency and sustainable building practices. We anticipate that any buildings that are constructed on public lands are held to strict sustainability requirements, and kept off the grid. To further minimize the impacts of these buildings, we would expect that they would be constructed to be as visually unobtrusive as possible.

In summary, the social impacts that we would like to see addressed in the EIS are as follows:

- The comfortable carrying capacity of the town as it relates to the implications of this proposal, particularly parking and traffic, quality of life and visitor experience, and employee housing;
- Alternatives to the Peak 6 expansion that would utilize but improve existing terrain and infrastructure;
- Impacts to the backcountry skier experience; and
- Use of energy efficiency and sustainable building practices.

Environmental Impacts

The Town of Breckenridge has invested significant financial and staff resources in our Cucumber Gulch Preserve protection efforts, however Cucumber Gulch is not an isolated habitat area. Most of the wildlife species that utilize the Preserve also frequent the Cucumber Creek drainage and other proximate habitats, including the area within the proposed Peak 6 expansion. We believe our continued monitoring has yet to process the impacts to the species and habitat as a result of the gondola construction and use and the construction of the Peak 7 base area. The spruce/fir habitat and the above timberline habitat that are encompassed in this proposal are very valuable to species such as lynx, snowshoe hare, elk, moose, and mountain lions. All of these species have been documented

in the proposed expansion area. This habitat will be of even greater importance once the lodgepole pine stands have been decimated by the beetle. With the ski resort expansion into the Peak 6 terrain, the expanse of human –impacted high alpine habitat will range from Peak 6 to Peak 10. The cumulative impacts of things like the loss of roadless areas and movement corridors for some of the wider ranging species should be assessed.

We would like to see an evaluation of the impacts to avian species as well. As we've found with the gondola construction, the neotropical migrants are the most sensitive to human disturbances, such as construction noise and logging. We have also observed an increase in brown-headed cowbird parasitism as a result of an increase in forest edge, which could possibly occur with this project. We would like to see that impacts to the avian population and smaller wildlife species, even including the boreal toad, are included in the analysis.

The other concern that the Town would like to see addressed is that of forest and watershed health. There is a concern about the cumulative impacts to the watershed and water quality if this project takes place on the heels of the pine beetle impacts to lodgepole pine stands below. Perhaps a forest management plan, which would include revegetation efforts, should be submitted to the Forest Service for this area and evaluated as part of the EIS. We would also like to know if the proposed actions are consistent with the Upper Blue Stewardship Project.

In summary, the environmental impacts that we would like to see addressed in the EIS are as follows:

- Cumulative impacts to the wildlife species and habitats that have been protected through the Town's efforts in the Cucumber Gulch Preserve area (in particular the lynx, mountain lion, snowshoe hare, moose, and spruce/fir habitat);
- Cumulative impacts to the high alpine habitat, areas without high road and trail densities, and species movement corridors;
- Impacts to the avian population and small wildlife species; and
- Impacts to forest and watershed health for the encompassed drainages.

Thank you for your consideration of our issues and concerns and we look forward to continue working together on the evaluation of this proposed project.

Sincerely,

Ernie Blake
Mayor

Memo

To: Town Council
From: Julia Skurski, AICP
Date: February 12, 2008
Re: Home Size Policy Work Session

At the September 11 Town Council meeting, the Council requested Staff to explore a draft policy regarding square footage limitations for single-family homes outside of the Conservation District. Staff has subsequently been working with the Planning Commission on the issue. The concern Staff heard from Council was with regard to maintaining the character of Town as well as preserving the character of older neighborhoods. An example that came up at a recent Council worksession was that subdivisions such as the Weisshorn have been experiencing additions and new construction that is larger than the character of the neighborhood. These teardowns and new homes being constructed can overwhelm the existing and original neighborhood character. The preference Staff gathered from Council was to utilize a method, which would protect these established neighborhoods and place a maximum cap on square footage outside of the Conservation District, which would apply to all neighborhoods. Staff explores options to address these concerns in this memo.

Staff took these options outlined in the memo to Planning Commission on February 5th. Below is a summary of the Planning Commission's comments. For the complete Commission discussion, please refer to the meeting minutes in your Council packet.

- The commission favored processing the policy at one time rather than splitting the approach into two phases.
- Take time to develop a policy, with extensive public involvement.
- An above ground density cap was generally supported.
- Using a neighborhood specific approach to address the issues is preferred.
- There were some Commissioners supporting an F.A.R. approach and some supporting a Relative Policy approach, in combination with the use of TDRs.

Public comment from members of the Home Builders Association was taken at the Commission meeting. There were several mentions that the Green Building Code (planned to come before the Council in March) would essentially limit home sizes. After reviewing the Green Building Code (GBC) and home size issue with the Town's Building Official, staff has found that the GBC is not intended to provide limitations to home size. In test cases, for example, a 16,000 square foot home was able to pass a point analysis in the GBC. The largest limiting factor related to the GBC is money. Applicants willing to pay for items such as solar panels and geothermal heating can build very large homes. Applicants with fewer resources may have to settle for smaller home sizes.

BACKGROUND

All uses, both residential and commercial, within the Conservation District have density limitations. Even Outside of the Conservation District duplexes, townhouses, hotels, condominiums and all other residential uses have density limitations. All of these uses must purchase Transfer of Development Rights (TDR) certificates in order to exceed the recommended density. Single-family residential uses outside of the Conservation District are the only uses within Town which have unlimited density per the Development Code and are not required to purchase TDRs under any circumstance. This creates a disparity among single-family use outside of the Conservation District and all other uses in Town. We know from our studies and experience that larger homes, especially those with multiple master bedrooms generate more demand for employees, generate more traffic, and consume more resources.

As previously mentioned, Summit County is beginning the process of reviewing home sizes as well. Staff finds that reviewing the specifics of a home size policy may be beneficial if done in conjunction with Summit County. *However, in order to deter the construction of a very large home out of character of Town to be constructed in the meantime, Staff would like to get the Council's opinion on implementing a maximum square footage cap as a first Phase to a home size policy. If a cap were to be established, staff would continue to work with Summit County on a more detailed (Phase II) approach to the policy. In this memo, Phase I is represented by Option 1 which implements a maximum square footage cap.

The purpose of this worksession is to continue to discuss an approach to drafting a policy, which addresses the concern of maintaining Town and neighborhood character. Staff has gone ahead and included potential Phase II options that may be utilized in a more detailed policy for the Council's input and direction. The Planning Commission has voiced their opinion to hold off on passing any part of the home size policy at this time to allow for increased public participation, working in conjunction with Summit County, and additional research.

Staff has researched single-family construction activity in selected years (1998, 2002, and 2006) to gain a further understanding of home sizes. In those representative years, 78% of homes were between 3,999 and 6,999 square feet. Homes over 7,000 square feet had the next highest percentage at 15%.

Sizes of Market-Rate Single-Family Residences Built In 1998, 2002 & 2006

Unit Size	Single-Family Residences Built in Breckenridge (1998, 2002 & 2006)
2,500 to 3,499 sq. ft.	6.40% (10 units)
3,500 to 4,999 sq. ft.	35.26% (55 units)
5,000 – 6,999 sq. ft.	42.95% (67 units)
> 7,000 sq. ft.	15.39% (24 units)
Total	100% (156 units)

Source: Breckenridge Community Development Department, Julia Skurski and Chris Kulick

Phase I

Option 1 (Square Footage Cap)

This option provides a square footage cap on all single-family homes outside of the conservations district. Any square footage size may be selected. The largest home that has been built in Town is 10,500 square feet. Therefore, a suggested cap could be 10,500 square feet, not to exceed anything that has already been built in Town. This square footage range would allow for lot owners to make a fair return on investment (ROI).

Examples of other communities with maximum cap sizes:

- The Town of Jackson and Teton County both have a cap of 8,000 sq. ft. of heated space/10,000 sq. ft. total.
- Pitkin County requires TDRs for >5,750* sq. ft. and has a maximum cap of 15,000 sq. ft. (*the 5,750 sq. ft. number came from a job generation study similar to the Residential Job Study conducted by the Town and later negotiated slightly through the public process).
- Ashland, Oregon has a maximum permitted floor size in the historic district of 3,249 (and utilizes FAR's).
- Snowmass Village has a home size maximum cap at 5,000 square feet.
- Boulder County (draft in process) is currently looking at: Plains area 6,500 sq. ft. cap with a 4,500 sq. ft. above grade cap. Mountain areas 4,500 sq. ft. with 3,000 permitted above grade. Cap may be exceeded with purchase of TDRs.

Option 1.2 (Above Ground Mass Cap)

To address the issue of a home designed to appear smaller in size to the average observer through substantially below grade (with walk out) square footage, Option 1.2 is a modified version of Option 1. In these cases, diminishing community character may not be an issue (in comparison to the existing neighborhood). To address this, regulations could be written to limit above ground density rather than a general cap similar to the Conservation District. And like the conservation district standards already in place, this could vary depending on location (i.e. smaller in the Weisshorn and Warrior's Mark Subdivisions and larger allowances in the highlands and Shock Hill where lots have been recently subdivided to allow for larger homes on larger lots).

For example, a single-family residence outside of the conservation district could be:

Subdivision: *Unknown**

Above Ground Density: 6,000 sq. ft.

Total Density: 10,500 sq. ft.

Total Mass: 10,500 sq. ft.

(* Again, numbers would vary depending on the subdivision)

Phase II

Option A (Neighborhood F.A.R.s)

Council suggested a restriction on F.A.R.'s or similar relation depending on the existing character of neighborhoods. This should be further regulated with a cap size.

Examples of communities with F.A.R. restrictions:

- Crested Butte restricts single-family home size to a maximum of 25% of the lot area.
- Ashland, Oregon has a maximum permitted floor size in the historic district of 3,249 and utilized F.A.R.'s.
- Aspen has a sliding F.A.R. scale, and no maximum cap size.
- Minneapolis, MN. The F.A.R. is 0.5 or 2,500 sq. ft. gross floor area, whichever is greater. (Note: There are variances available. Lot sizes are typically small in the city; also dependent on type of structure and zone district).
- Austin, TX. The size limited to the greater of the following: (1) 0.4 to 1 F.A.R.; (2) 2,500 sq. ft.; or (3) 20% more sq. ft. than existing.

It seems unnecessary to apply a F.A.R. restriction to subdivision consisting of large lots with existing large homes and building envelopes such as Shock Hill and Highlands.

However, addressing F.A.R. on a per subdivision basis for those with smaller lots and no envelopes could be done. For instance, the Weisshorn could have a F.A.R. of 1:4. This subdivision has a median F.A.R. of 10.9 and there are only 3 homes over 1:4. The three homes, which are over 1:4, have special circumstances such as below average lot sizes.

An additional method could be to have an F.A.R. limit for lots under 0.75 acres in order to address the issue of teardowns and neighborhood character. For example, lots under 0.75 acres could be 1:4 F.A.R.

The chart below outlines Breckenridge neighborhoods and their existing F.A.R.'s and F.A.R. ratios as well as additional information regarding square footage and number of vacant lots. Please note that this information was derived from the Summit County GIS Department "a-data" received January 19, 2001 (more current a-data from Summit County GIS Department was unavailable).

F.A.R. and Square Footage Analysis of Breckenridge Residential Neighborhoods (2001)

Neighborhood	Median Lot size (acres)	Lot Size Range (acres)	Median Home Sq. Ft.	Home Sq. Ft. Range	Median FAR	FAR Range	# of Vacant Lots
Boulder Ridge	0.31	0.15-0.53	4,330	1,386-6,467	1:3.49	1:2.06-1:8.49	9
Braddock Hill	1.05	1.01-1.94	3,551	2,434-5,587	1:13.38	1:8.19-1:20.90	21
Christie Heights	0.41	0.33-0.74	3,205	1,984-5,986	1:5.48	1:3.25-1:11.26	10
Discovery Hill	1.83	0.29-2.73	4,965	4,472-6,042	1:10.70	1:8.58-1:11.98	22
Eagle's View	0.42	0.25-0.68	4,347	2,004-6,452	1:4.25	1:2.20-1:7.28	3
Estates at Snowy	0.55	0.50-0.87	5,454	5,454	1:4.39	01:04.4	8
Fairways	0.97	0.67-1.51	4,828	4,623-6,834	1:7.98	1:7.20-1:13.57	31
Gibson Heights	0.12	0.10-0.14	1,576	1,170-2,419	1:3.66	1:2.29-1:4.45	0
Gold Run	1.02	0.48-3.0	0	0	0	0	26
Golf Course	0.53	0.50-2.01	3,639	2,402-8,083	1:7.04	1:2.96-1:12.44	25
Highlands	1.19	0.77-9.92	3,996	2,112-7,276	1:13.64	1:6.88-1:52.19	188
Highlands Glen	1.76	1.24-3.76	0	0	0	0	6
Highlands Park	0.81	0.58-2.37	5,071	3,092-6,299	1:6.53	1:4.15-1:16.59	103
Park Forest	0.06	0.05-3.30	1,929	1,600-1,972	1:1.50	1:1.14-1:2.25	6
Penn Lode	0.47	0.43-0.62	3,924	3,165-5,766	1:5.79	1:3.57-1:6.18	4
Riverwood	0.6	0.47-2.34	3,504	2,947-5,278	1:8.72	1:4.29-1:11.26	6
Shock Hill	0.78	0.45-1.75	5,049	3,356-6,093	1:8.57	1:5.58-1:13.53	54
Ski Home	0.41	0.40-0.52	3,687	3,016-9,875	1:4.80	1:1.99-1:6.14	0
Snowflake	0.57	0.32-2.36	3,902	3,602-5,185	1:6.57	1:2.69-1:7.26	3
Snowy Ridge	0.34	0.30-0.47	4,486	3,864-5,458	1:3.50	1:3.0-1:4.0	2
Warrior Mark	0.19	0.04-0.54	1,968	975-3,622	1:3.87	1:1.17-1:11.91	5
Warrior West	0.26	0.05-0.75	2,714	1,446-6,199	1:3.85	1:0.72-1:11.23	12
Weisshorn	0.64	0.10-1.50	2,323	672-5,186	1:10.90	1:2.3-1:62.3	3
Wellington	0.11	0.07-0.20	1,453	1,024-2,316	1:2.63	1:1.81-1:3.40	28
West Ridge	0.51	0.33-0.96	5,074	3,854-6,946	1:4.08	1:3.04-1:5.98	6

Source: Summit County GIS Department a-data 2001; analysis by Town of Breckenridge, Julia Skurski

Option B (Relative policy)

A Relative Policy:

- 5,000 square feet with no points
- 5,001-7,000 square feet incurs negative points
- 5,001-6,000 sq. ft. (-2)
- 6,001-7,000 sq. ft. (-4)
- 7,001-10,000 sq. ft. (-6)

Maximum Cap of 10,500 sq. ft.

This approach would assign negative points on a sliding scale as the size of the home increases. Mitigation for positive points would be required to offset negative points as is typical per the Development Code. An alternative (non-point) mitigation could be an option for purchase of TDRs, if considered.

Option C (TDR)

Option 4 could be a TDR purchase based policy. If the datum size home were exceeded, incremental TDR credits would be required. This option would require staff to work closely with Summit County to determine what increments the TDRs would be required for. As previously mentioned, Summit County is in their research phase and

has not had any discussions with any County Commissions, but expected to take something public in March or April.

Summary

This memo is to serve as a guide to for the discussion of developing a home size limitation policy. Staff has proposed a two-phased approach to addressing home size limitations.

Staff would like feedback from the Council on the following:

- Does Council desire to take a phased approach to the home size issue?
- Does Council prefer any of the options outlined?
- Is there other information the Council feels would assist in analyzing the home size issue?

TOWN OF BRECKENRIDGE

PUBLIC ARTS COMMISSION and TOWN COUNCIL
JOINT MEETING AGENDA

Tuesday, February 12, 2008

Meeting Location: Town Council Chambers, Town Hall, 150 Ski Hill Road

- 6:00 **Get Dinner**
- 6:15 **Introductions**
- 6:20 **Ongoing Projects Update**
Alpine Bank Business Award and Dedication (Reschedule to Spring 08)
Sculpture on the Blue 2008
Breckenridge Theatre Gallery 2008
Round About Piece Research Status
- 6:30 **2008 Annual Project Priorities Discussion**
Artistic Fence at the Valley Brook Child Care Facility
Mural at the Police Station
Sculpture for Edwin Carter Museum
- 6:50 **Integrating Public Art into Public Projects**
Getting Involved with Public Projects Sooner

For further information, please contact:
Jennifer Cram at 970-547-3116.

Please note – Times listed are estimates



TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA
Tuesday, February 12, 2008 (Regular Meeting); 7:30 p.m.

I	CALL TO ORDER and ROLL CALL	
II	APPROVAL OF MINUTES – January 22, 2008 Regular Meeting	Page 40
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)	
	B. BRC Director’s Report	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILL, SERIES 2008 – PUBLIC HEARINGS**	
	1. Council Bill No. 3, Series 2008- AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH JOSEPH S. MILLER AND BRADDOCK HOLDINGS, LLC, a Colorado limited liability company (Extended Vested Property Rights—Stan Miller Master Plan)	Page 47
	2. Council Bill No. 4, Series 2008- AN ORDINANCE AUTHORIZING THE GRANTING OF A SIGN EASEMENT TO B & D LIMITED PARTNERSHIP	Page 57
	3. Council Bill No. 5, Series 2008- AN ORDINANCE AUTHORIZING A SECOND AMENDED GRANT OF EASEMENTS TO B & D LIMITED PARTNERSHIP	Page 67
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILL, SERIES 2008-	
	1. Council Bill No. 6, Series 2008- AN ORDINANCE ADOPTING AMENDED GUIDELINES FOR LAND USE DISTRICT 33	Page 82
	2. Council Bill No. 7, Series 2008- AN ORDINANCE AMENDING SECTION 1-7-1 OF THE <u>BRECKENRIDGE TOWN CODE</u> CONCERNING THE COMPENSATION OF THE MAYOR AND COUNCILMEMBERS ELECTED OR APPOINTED ON OR AFTER APRIL 1, 2008	Page 88
	3. Council Bill No. 8, Series 2008- AN ORDINANCE AMENDING SECTION 1205 OF THE <u>MODEL TRAFFIC CODE FOR COLORADO</u> , 2003 EDITION	Page 91
	B. RESOLUTIONS, SERIES 2008-	
	1. A RESOLUTION AUTHORIZING THE RED, WHITE & BLUE FIRE PROTECTION DISTRICT TO ENFORCE A FIRE CODE WITHIN THE CORPORATE LIMITS OF THE TOWN OF BRECKENRIDGE	Page 95
	2. A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF COLORADO GOVERNOR’S ENERGY OFFICE	Page 98
	C. OTHER	
VII	PLANNING MATTERS	
	A. Planning Commission Decisions of February 5, 2008	Page 2
	B. Town Council Representative Report (Dr. Warner)	
VIII	REPORT OF TOWN MANAGER AND STAFF*	
IX	REPORT OF MAYOR AND COUNCILMEMBERS*	
	A. CAST (Mayor Blake)	
	B. Breckenridge Open Space Advisory Commission (Mr. Bergeron)	
	C. BRC (Mr. Rossi)	
	D. Multi-Jurisdictional Housing Authority (Mr. Millisor)	
	E. Breckenridge Heritage Alliance (Ms. McAtamney)	
	F. Liquor Licensing Authority (Mr. Bergeron)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	Page 105
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

** Second Readings are Final Action Items. Public comment will be allowed during the public comment portion of the reading.

CALL TO ORDER AND ROLL CALL

Mayor Blake called the January 22, 2008 Town Council Meeting to order at 7:30 p.m. The following members answered roll call: Mr. Bergeron, Mr. Mamula, Ms. McAtamney, Mr. Rossi, Mr. Millisor, Dr. Warner and Mayor Blake.

APPROVAL OF MINUTES – January 8, 2008 Regular Meeting

There were no changes to the minutes. They were approved as presented.

APPROVAL OF AGENDA

Town Manager, Tim Gagen, had no changes.

COMMUNICATIONS TO COUNCIL

- A. Citizens Comment - (Non-Agenda Items ONLY; 3 minute limit please)
- B. BRC Director's Report – Corry Mihm, Executive Director, In the middle of Snow Sculpture this week. Mardi Gras is coming up. Corry went through the schedule of events. Tomorrow is the Mixer at Blue Sky. NBS- smoothest, most well organized Summit they have ever had and they have been doing this for 35 years.

CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2007 & 2008 – PUBLIC HEARINGS**

1. Council Bill No.41, Series 2007- AN ORDINANCE ANNEXING TO THE TOWN OF BRECKENRIDGE A PARCEL OF LAND LOCATED IN THE B & L NO. 1 PLACER, MS 114044, THE ACCOMMODATION PLACER, MS 19361, AND THE BRADDOCK PLACER, M.S. 13465, COUNTY OF SUMMIT, AND STATE OF COLORADO (Miller — 40.41 acres, more or less)

Tim Berry commented that on December 11th the Council approved the first reading of the annexation ordinance. On January 8th they continued the reading to the January 22, 2008 meeting. This ordinance would annex the Stan Miller Property. There are no changes from the first reading.

Mayor Blake asked for public comment. There was no comment. He closed the public hearing.

Mr. Mamula moved to approve Council Bill No 41, Series 2007 on second reading. Mr. Rossi made the second. The motion passed 7-0.

2. Council Bill No.42, Series 2007- AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICTS 1 AND 33 (Miller — 40.41 acres, more or less)

Tim Berry commented that on December 11th the Council approved the first reading of the ordinance that would place this property in LUD 1 & 33. On January 8th they continued the reading to the January 22, 2008 meeting. There is a proposed amendment to the LUD 33, which will come at the next meeting.

Mayor Blake asked for public comment. There was no comment. He closed the public hearing.

Mr. Bergeron moved to approve Council Bill No 42, Series 2007 on second reading. Ms. McAtamney made the second. The motion passed 7-0.

3. Council Bill No. 1, Series 2008- AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 2 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MEMBERSHIP OF THE TOWN OF BRECKENRIDGE LIQUOR LICENSING AUTHORITY

Tim Berry commented that the Town Council recently voted to eliminate Council representation on the Liquor Licensing Authority. The Town Code states that “one member of the Authority shall be a member of the Town Council” therefore this ordinance would repeal this section and allow a new member to be appointed. All terms will now be 4-year terms to be staggered with 2 regular appointments every 2 years. The person appointed to fill the vacancy on the Liquor Licensing Authority caused by the ending of the term of office of Jeffrey Bergeron shall serve only until September 2009, at which time a person shall be appointed for a term of four years. This ordinance will go into effect on April 1, 2008.

Mayor Blake asked for public comment. There was no comment. He closed the public hearing.

Dr. Warner moved to approve Council Bill No 1, Series 2008 on second reading. Mr. Mamula made the second. The motion passed 7-0.

NEW BUSINESS

A. EMERGENCY ORDINANCE, SERIES 2008-

1. Council Bill No. 2, Series 2008- AN ORDINANCE AMENDING ORDINANCE NO. 2, SERIES 2008, RELATING TO THE TOWN'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008 AND DECLARING AN EMERGENCY

Tim Berry commented that this ordinance amends certain provisions of the ordinance adopted by the Council on January 8, 2008 (the "Original Ordinance"), which authorized the issuance of the Town's General Obligation Refunding Bonds, Series 2008 (the "2008 Bonds"). The purpose of the amendment is to authorize the refunding of less than all of the Town's currently outstanding General Obligation Bonds, Series 1998 (the "1998 Bonds") and General Obligation Bonds, Series 1999A (the "1999A Bonds"). Currently, the Original Ordinance only authorizes the refunding of all the 1998 Bonds and 1999A Bonds maturing on and after December 1, 2009. However, the current market will not support a refunding of all such bonds. Therefore, the plan of finance for the 2008 Bonds calls for the refunding of most, but not all, of the 1998 Bonds and 1999A Bonds that have not yet been repaid. The Amending Ordinance authorizes the Town to accomplish this partial refunding. The ordinance is presented in emergency form in order to avoid delaying the closing of the 2008 Bonds, currently scheduled for January 23, 2008.

Mayor Blake commented that the Council does not easily pass emergency ordinances and that it is to benefit the Town by saving over \$100,000. He hoped no one would feel cheated by not being able to have a second reading.

Mayor Blake asked for public comment. There was no comment. He closed the public hearing.

Mr. Millisor moved to approve Emergency Council Bill No. 2, Series 2008. Mr. Mamula made the second. The motion passed 7-0.

B. FIRST READING OF COUNCIL BILLS, SERIES 2008

1. Council Bill No. 3, Series 2008- AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH JOSEPH S. MILLER AND BRADDOCK HOLDINGS, LLC, a Colorado limited liability company (Extended Vested Property Rights—Stan Miller Master Plan)

Tim Berry commented that a formal application for the Master Plan for the combined Miller Annexation and Braddock Holdings properties would be submitted. In connection with that application and the annexation of the Miller property, the applicants consistently have expressed the need for extended vesting for a period of eighteen years therefore a separate development agreement for the extended vesting must occur.

On Page 96, line 18 a development permit application number needed to be inserted, 2008006 and on lines 38-42 needs to be stricken except for the language that states that the Council will not refer the matter to the Planning Commission.

Ms. McAtamney moved to approve Council Bill No. 3, Series 2008 on first reading with the changes that on Page 96, line 18 a development permit application number needed to be inserted, 2008006 and on lines 38-42 needs to be stricken except for the language that states that the Council will not refer the matter to the Planning Commission. Mr. Mamula made the second. The motion passed 7-0.

2. Council Bill No. 4, Series 2008- AN ORDINANCE AUTHORIZING THE GRANTING OF A SIGN EASEMENT TO B & D LIMITED PARTNERSHIP

Tim Berry commented that in 2006 the Town approved a sign variance to authorize the placement of a 28 square foot off-premise sign for the new Breckenridge Building Center building. The proposed location of the sign is on property owned by the Town. Therefore, in order to finalize the sign that was approved in 2006 it is necessary for the Town to grant the BBC permission to place its new sign on Town

property. The sign is proposed to be located near the intersection of Highway 9 and the new BBC as more clearly depicted in the proposed easement.

Pursuant to the proposed Easement, B & D will pay the Town \$500 per year for the easement grant. The rental is to be paid in 5-year installments to minimize the accounting for both parties. If B & D should fail to pay the required rental, the Town can terminate the easement and require B & D to reconvey the easement to the Town, thereby clearing the Town's title to the land.

Mr. Bergeron moved to approve Council Bill No. 4, Series 2008 on first reading. Mr. Mamula made the second. The motion passed 7-0.

3. Council Bill No. 5, Series 2008- AN ORDINANCE AUTHORIZING A SECOND AMENDED GRANT OF EASEMENTS TO B & D LIMITED PARTNERSHIP

Tim Berry handed out a map to show the location of the new proposed road. Last year the Town entered into an amended agreement with B & D Limited Partnership, the developer of the new BBC building, concerning the access to the new BBC building. Because the new access was to be constructed over Town-owned land it required the Town to grant B & D an easement.

Since then, the Town Engineer has determined that the new BBC access would work better if it were made to align with the proposed new Stan Miller Drive. He thought it made the best sense for B & D to build the first phase of what will become Stan Miller Drive in the preferred location. Doing this will avoid waste; the road can be built once in the correct location and no part of the road will have to realigned to match up with the final alignment of Stan Miller Drive.

As a result, the Town Engineer requested that the BBC access be placed in a new alignment that will fit with the ultimate alignment of Stan Miller Drive, instead of in the location described in the 2007 amended agreement. Using this new alignment would mean that portions of two of B & D's existing ingress and egress easements will not need to be improved and can be totally eliminated. B & D agreed to the change in the alignment of its access, and further agreed to donate to the Town at no cost a couple of small parcels of land that are required for the ultimate construction of Stan Miller Drive as currently designed.

As part of the realignment proposal, the Town Engineer agreed that (subject to final Town Council approval) the Town would pay B & D the additional costs that it will incur to build its access in the new alignment requested by the Town (that is, the incremental difference between the cost of the road in the new alignment and what it would have cost B & D to build the road in the previously approved alignment).

This proposed agreement would supersede the 2007 agreement in its entirety. The proposed agreement provides for both a permanent easement to serve the new BBC building, as well as a temporary easement that is to be used by B & D to provide access to the new BBC building only so long as CDOT permits access to the temporary easement premises from Highway 9. It is unclear at this time how long CDOT will allow the temporary easement to be used. The permanent easement is to be eliminated and reconveyed to the Town when Stan Miller Drive is constructed and made a public road. The locations of the new permanent easement and the temporary easement are both shown in the exhibits to the Easement Agreement.

The provisions concerning the Town's agreement to pay for the incremental cost difference incurred by B & D in constructing the access road in the new location are set forth in Section 8 of the Easement Agreement. B & D is still calculating what it would have cost to build the road in the previously approved alignment, and such cost is currently left blank in Section 8. This amount will be finally determined before the time of second reading of the ordinance. Once that figure is calculated and agreed to, the Town's financial obligation under the proposed new agreement would be determined by subtracting the agreed costs to construct the road in the old alignment from B & D's actual costs (based on invoices) to construct the road in the new alignment. The most recent information received from B & D suggests that the Town's share of the costs is expected to be about \$20,000.

Steve West commented that Mr. Mamula was distressed about the Town incurring costs. The reason the road didn't get laid out was because the Town didn't own all the property and they couldn't lay the road out there because the Town didn't own it. There were never any discussions in 2003 or 2005 of

an annexation. The town engineer decided it was better to change the access road. Because the BBC had not budgeted for that the Town is picking up the additional costs.

Mr. Bergeron moved to approve Council Bill No. 5, Series 2008 on first reading. Dr. Warner made the second. The motion passed 7-0.

C. RESOLUTIONS, SERIES 2008

1. A RESOLUTION APPROVING AN ANNEXATION AGREEMENT WITH JOSEPH S. MILLER AND BRADDOCK HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY (Miller — 40.41 acres, more or less)

Tim Berry commented that as part of the annexation process the Town negotiates a formal annexation agreement, which must be adopted by the Council.

Mayor Blake asked for public comment. There was no comment. He closed the public hearing.

Mr. Rossi moved to approve the Resolution, Series 2008 with the changes handed out to Council, pages 14 & 23 section 4.1, lines 3-5. Mr. Bergeron made the second. The motion passed 7-0.

2. A RESOLUTION APPOINTING PETER GROSSHUESCH AS THE TOWN OF BRECKENRIDGE'S REPRESENTATIVE ON THE NORTHWEST COLORADO COUNCIL OF GOVERNMENTS

Tim Berry commented that this resolution would allow a senior staff representative, Peter Grosshuesch, to represent the Town on NWCCOG.

Mayor Blake asked for public comment. There was no comment. He closed the public hearing.

Ms. McAtamney moved to approve the Resolution, Series 2008. Mr. Mamula made the second. The motion passed 7-0.

3. A RESOLUTION APPROVING AN AGREEMENT WITH THE COLORADO ASSOCIATION OF TRANSIT AGENCIES AND THE MEMBERS OF THE COLORADO TRANSIT COALITION

Tim Berry commented that the resolution would approve the 2008 CASTA agreement (for Federal Fiscal year 2009 appropriations request) and would allow us to participate in Federal 5309 Funding program.

Mayor Blake asked for public comment. There was no comment. He closed the public hearing.

Mr. Bergeron moved to approve the Resolution, Series 2008. Dr. Warner made the second. The motion passed 7-0.

D. OTHER

PLANNING MATTERS

• **Planning Commission Decisions of January 15, 2008.**

With no requests for call up, Mayor Blake stated the Planning Commission decisions of the January 15, 2008 meeting will stand as presented.

• **Town Council Representative Report.**

Dr. Warner commented that in the minutes under his Town Council Report it says that the separation of the ground floor offices was supported but did not reflect that the Council voted 5-2.

REPORT OF TOWN MANAGER AND STAFF

Tim Gagen, Town Manager, commented that staff will try to have a public input process for the Ground Floor Office Space discussion in the beginning of February.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Report of Mayor (CAST)

Mayor Blake had nothing to report.

B. Breckenridge Open Space Advisory Commission (Mr. Bergeron)

Mr. Bergeron commented that there have been some questions of Gondola operation hours. The gondola is not running as the ski area said it would (an hour earlier and an hour later). BOSAC was divided as to whether they even want to say anything about running it an hour earlier and later because of wildlife concerns. Have

proposed and approved a VERP plan, Visitor Experience Resource Protection Program which will cost \$26,000. Mr. Mamula questioned what we are getting for \$26,000. Doesn't it seem like a lot of money? Heide Anderson commented that it is two sided and it came from the Cucumber Gulch Master Plan. It will help them determine how the visitors are experiencing it and the Resource Protection, how things are degrading, wetlands impacts, wildlife migration, counters, help to set up a protocol, etc. Dr. Warner commented that there were several citizens at the Planning Commission meeting that were requesting increased hours to lighten the traffic load that will occur from the Shock Hill Lodge and Spa. Mr. Gagen commented that he did talk to Lucy Kay and Rick Schramek about the preliminary agreement and the financing agreement which do not have anything about exact operating hours except that the preliminary agreement states that it will operate before and after ski area opening and closing and that operating hours will periodically be discussed. It does state, however, in one of the conditions of the Planning Approval that it will stay open an hour before and after. Rick Schramek asked Tim to apologize to the Council because they forgot that and have been doing it 45 min before and after but they are willing to do it an hour before and after. BOSAC took into consideration the sign fees. The last bid came in at \$1200 and they are adamant that they would like to higher a graphic designer to design a new sign. Some Council members agreed that it was a waste of \$1200 and that they should go with a sign company that will do both the design and the construction. Mr. Rossi commented that with the amount of money that we just spent on the way-finding, why wouldn't we just go with that type of sign. Heide commented that to go through Design Workshop would cost more. Erin McGinnis who put in the bid has done work with the Town before. Dr. Warner was glad to go back to Erin McGinnis and is surprised that we are talking about \$1200 when the advisory board is supposed to be making these recommendations. They also talked about the trails plan and what we have and what needs to be done to the trails (a wish list for the trails).

C. BRC (Mr. Rossi)

Mr. Rossi had nothing to report.

E. Multi-Jurisdictional Housing Authority (Mr. Millisor)

Mr. Millisor had nothing to report.

F. Breckenridge Heritage Alliance (Ms. McAtamney)

Ms. McAtamney had nothing to report. Carter Museum is coming along.

F. Liquor Licensing Authority (Mr. Bergeron)

Mr. Bergeron commented that there is a memo and the LLA annual report in the packets.

OTHER MATTERS

Susan Allen Guerra- was not able to make it to Citizen Comment. There are no sidewalks on airport road and kids are walking on the streets and it is a very dangerous situation.

Mr. Mamula commented on the VRDC meeting today. He said that he is planning on being very frank with the consultants so he encouraged the Council to make sure to tell him when they have strong feelings about something. Already started talking about height, grade issues, connection to Town, parking, etc. They would like to make this comprehensive and see how much we can get in one fell swoop. They talked about the Skier Services Building. They are potentially talking about coming to the Town with a plan in the spring. He knows it is a very important thing and he feels honored that the Council is willing to have him represent the Town on this. It was a good meeting. Mr. Rossi and Mr. Millisor agreed that periodic updates to the Council would be beneficial. Mr. Gagen said they would incorporate that into public projects.

Mr. Millisor commented that the numbers that he quoted a few weeks ago in regard to the ball fields was accurate. They do have a task force and they are very passionate about it.

Tim Gagen commented that the Committee did review the letter that they got from the School District in regard to the land for affordable housing. Basically the school district said that they were not willing to give up land without knowing the impact of the student population and need for more schools but if the Town would be willing to give them other land for schools they would be willing to give their land for teacher housing. The town is not interested in exchanging land for land.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss the regular meeting was adjourned at 8:28 pm.

Submitted by Alison Kellermann, Administrative Services Coordinator

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

Ernie Blake, Mayor

EXECUTIVE SESSION CERTIFICATE

Town of Breckenridge)
County of Summit)
State of Colorado)

Ernie Blake, 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, January 22, 2008 at 5:30 p.m., Mr. Mamula 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 with respect to pending litigation involving the Town.

Dr. Warner made the second. A roll call vote was taken. All were in favor of the motion.

Mr. Mamula moved to adjourn the Executive Session at 5:50 pm. Mr. Rossi 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, January 22, 2008.

Ernie Blake, Mayor

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 3 (Stan Miller Development Agreement—Extended Vested Property Rights)

DATE: February 6, 2008 (for February 12th meeting)

The second reading of the ordinance to approve the Stan Miller Extended Vested Property Rights Development Agreement is scheduled for your meeting on February 12th. There are no changes proposed to either the ordinance or the Development Agreement from first reading.

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

1 **FOR WORKSESSION/SECOND READING – FEB. 12**

2
3 COUNCIL BILL NO. 3

4
5 Series 2008

6
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
8 JOSEPH S. MILLER AND BRADDOCK HOLDINGS, LLC, a Colorado limited liability
9 company
10 (Extended Vested Property Rights—Stan Miller Master Plan)

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

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

17
18 A. Pursuant to the Development Permit No. 2008006 (the “Development Permit”),
19 the Town has approved or will approve a Master Plan for the Stan Miller annexation parcel (the
20 “Master Plan”).

21
22 B. Pursuant to the Breckenridge Town Code the vested property rights period for the
23 Development Permit is three years. As used in this Agreement, the term “vested property rights
24 period” shall have the meaning, purpose and effect afforded such term in the Breckenridge Town
25 Code.

26
27 C. The Breckenridge Town Code, including Section 9-1-17-11:E of the Development
28 Code, authorizes the vested property rights for a phased development to be as provided for in a
29 development permit and Section 9-1-17-11:K of the Development Code authorizes the Town
30 Council to enter into a development agreement to provide for a vested property rights period of
31 more than three years when warranted in light of all relevant circumstances including, but not
32 limited to, the size and phasing of the development, economic cycles and market conditions.

33
34 D. Joseph S. Miller and Braddock Holdings, LLC, a Colorado limited liability
35 company (“Developers”) have submitted a completed application and all required fees and
36 submittals for a development agreement to provide extended vested property rights for the
37 Master Plan. The Town Council has received the completed application and fees; had a
38 preliminary discussion of the application and this Agreement; determined that it should
39 commence proceedings for the approval of this Agreement without referring the application to
40 the Planning Commission; and, in accordance with the procedures set forth in Subsection 9-9-
41 10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency
42 ordinance.

43
44 E. The commitments to the Town to enable the Town to obtain supplemental
45 benefits which could not be obtained by the Town through existing regulations, standards or

1 policies, as encouraged in Section 9-9-4 of the Breckenridge Town Code, are provided for in the
2 Annexation Agreement between the Town and the Developers.

3
4 F. A Development Agreement between the Town and the Developers providing for
5 the requested extension of the vested property rights has been prepared, a copy of which is
6 marked Exhibit “A”, attached hereto and incorporated herein by reference.

7
8 G. The Town Council has reviewed the Development Agreement.

9
10 H. The extension of the vested property rights for the Development Permit as
11 provided for in the Development Agreement is warranted in light of all relevant circumstances.

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

17
18 Section 2. Approval of Development Agreement. The Development Agreement between
19 the Town and Developers (Exhibit “A” to this ordinance) is approved, and the Town Manager is
20 hereby authorized, empowered and directed to execute such Agreement for and on behalf of the
21 Town of Breckenridge.

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

29
30 Section 4. Police Power Finding. The Town Council hereby finds, determines and
31 declares that this ordinance is necessary and proper to provide for the safety, preserve the health,
32 promote the prosperity, and improve the order, comfort and convenience of the Town of
33 Breckenridge and the inhabitants thereof.

34
35 Section 5. Authority. The Town Council hereby finds, determines and declares that it has
36 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
37 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
38 Charter.

39
40 Section 6. Effective Date. This ordinance shall be published and become effective as
41 provided by Section 5.9 of the Breckenridge Town Charter.

42
43 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
44 PUBLISHED IN FULL this ____ day of _____, 2008. A Public Hearing shall be held at the
45 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE

5
6
7 By _____
8 Ernie Blake, Mayor

9
10 ATTEST:

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14 _____
15 Mary Jean Loufek, CMC, Town Clerk
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APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES, AS AMENDED

DEVELOPMENT AGREEMENT
FOR
EXTENDED VESTING

This Development Agreement for Extended Vesting (“Agreement”) is made as of the _____ day of _____, 2008, between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”) and JOSEPH S. MILLER and BRADDOCK HOLDINGS, LLC, a Colorado limited liability company, (the “Developers”).

Recitals

A. Pursuant to a Class A Development Application the Town has approved or will approve a master plan (“Master Plan”) for the development of the property described in Exhibit A attached hereto (“Property”) and has issued or will issue Development Permit No. 2008006 (“Development Permit”).

B. Pursuant to the Breckenridge Town Code the vested property rights period for the Development Permit is three years. As used in this Agreement, the term “vested property rights period” shall have the meaning, purpose and effect afforded such term in the Breckenridge Town Code.

C. The Breckenridge Town Code, including Section 9-1-17-11:E of the Development Code, authorizes the vested property rights for a phased development to be as provided for in a development permit and Section 9-1-17-11:K of the Development Code authorizes the Town Council to enter into a development agreement to provide for a vested property rights period of more than three years when warranted in light of all relevant circumstances including, but not limited to, the size and phasing of the development, economic cycles and market conditions.

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

E. The commitments to the Town to enable the Town to obtain supplemental benefits which could not be obtained by the Town through existing regulations, standards or policies, as encouraged in Section 9-9-4 of the Breckenridge Town Code, are provided for in the Annexation Agreement between the Town and Developers.

AGREEMENT

1. The Town acknowledges and agrees that it has determined that circumstances warrant an extension of the vested property rights for the Development Permit and the Master Plan based on the anticipated phasing of the development as approved by the Planning Commission, the anticipated economic cycles during the period of time that the phased development is to occur and the current market conditions, which are likely to result in the phasing of the development over substantially longer than three years.

2. The Town acknowledges and agrees that the Development Permit and the Master Plan constitute site specific development plans, and the Town, by approving this Agreement, hereby specifically designates the Development Permit and the Master Plan as a site specific development plans.

3. Pursuant to its authority under Section 9-1-17-11:K of the Development Code, the Town Council, on behalf of the Town, agrees that the vested property rights period for the Development Permit and the Master Plan shall be extended to the date which is eighteen (18) years from the date of approval by the Town Council of the Development Permit.

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

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

6. This Agreement shall run with the title to the Property and be binding upon and inure to the benefit of the owners and their successors and assigns, including specifically, but not limited to, such entity or entities affiliated with Developers as actually take title to any portion of the Property.

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

8. The Town shall not be responsible for and the Developers shall have no remedy against the Town if completion of the development or subdivision is prevented or delayed for reasons beyond the control of the Town.

9. Actual development of the Property shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

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

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

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

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

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

15. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

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

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

of Summit County, Colorado. The Developers expressly waive their right to bring such action in or to remove such action to any other court, whether state or federal.

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

If To The Town: Timothy J. Gagen, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

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

If To The Developers: Joseph S. Miller
615 19 ½ Road
Grand Junction, CO 81503

and

Kenneth M. Adams
Braddock Holdings, LLC
P.O. Box 7
Breckenridge, CO 80424

With A Copy (which shall not constitute notice) to: Stephen C. West, Esq.
West, Brown, Huntley & Thompson, P.C.
P.O. Box 588
Breckenridge, CO 80424

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

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

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 4 (BBC Sign Easement)
DATE: February 7, 2008 (for February 12th meeting)

The second reading of the ordinance granting the sign easement for the new BBC building is scheduled for your meeting on February 12th. There are no changes proposed to ordinance from first reading.

However, there are a couple of proposed changes to the Grant of Easement document as shown on the enclosed blacklined version of the agreement. The additions are shown in **bold**, and the deletions in ~~striketrough~~.

The main changes include a reference in Section 2 to the underground electric line that provides power to the sign; a new Section 8 dealing specifically with the underground electric line; and new Section 9 dealing with the possible relocation of the sign. There are other editorial revisions to the document, but these three sections contain the major substantive changes.

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

1 **FOR WORKSESSION/SECOND READING - FEB. 12**

2
3 **NO CHANGES TO ORDINANCE FROM FIRST READING**

4
5 COUNCIL BILL NO. 4

6
7 Series 2008

8
9 AN ORDINANCE AUTHORIZING THE GRANTING OF A SIGN EASEMENT TO B & D
10 LIMITED PARTNERSHIP

11
12 WHEREAS, B & D Limited Partnership, an Illinois limited partnership authorized to do
13 business in the State of Colorado, has requested the granting of a sign easement over, across and
14 through certain Town property; and

15
16 WHEREAS, the Town Council of the Town of Breckenridge has determined that it
17 should grant the requested easement; and

18
19 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
20 Section 15.3 of the Breckenridge Town Charter requires that granting of such easement be
21 authorized by Ordinance.

22
23 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
24 BRECKENRIDGE, COLORADO:

25
26 Section 1. The Town Manager is hereby authorized, empowered and directed to execute,
27 acknowledge and deliver to B & D Limited Partnership, an Illinois limited partnership authorized
28 to do business in the State of Colorado, a sign easement in substantially the form which is
29 marked Exhibit "A", attached hereto and incorporated herein by reference.

30
31 Section 2. The Town Council hereby finds, determines and declares that it has the power
32 to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article
33 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

34
35 Section 3. This ordinance shall be published and become effective as provided by
36 Section 5.9 of the Breckenridge Town Charter.

37
38 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
39 PUBLISHED IN FULL this ____ day of _____, 2008. A Public Hearing shall be
40 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
41 ____ day of _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the
42 Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
Ernie Blake, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

GRANT OF SIGN EASEMENT

THIS GRANT OF SIGN EASEMENT ("Grant") is made and entered into at Breckenridge, Colorado this ____ day of _____, 2008 by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 ("Grantor") and B & D LIMITED PARTNERSHIP, an Illinois limited partnership authorized to do business in Colorado, whose address is 1480 Sequoia Drive, Aurora, IL 60506, ("Grantee").

WITNESSETH THAT:

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Fee.

A. The Grantee agrees to pay the Grantor \$500.00 per calendar year for the easement provided for in this Grant. Within fifteen (15) days of notice of execution of this Grant by Grantor, Grantee shall pay Grantor \$2,500.00 for the fee for calendar years 2008 through 2012. On or before January 1, 2013 and on or before January 1 of each fifth calendar year thereafter, Grantee shall pay Grantor \$2,500.00 for the next succeeding five years.

B. In the event any payment provided for herein is not made timely, Grantor will give Grantee written notice of the failure by Grantee to make the required payment and Grantee shall have thirty (30) days from the date such notice is given within which to make the required payment. If Grantee fails to make payment within such thirty (30) days, Grantor may give written notice to Grantee that this Grant will terminate if the required payment, plus a 20% late payment fee, is not paid within fifteen (15) days from the date such termination notice is given.

2. Grant of Easement. The Grantor hereby grants to the Grantee, its successors and assigns, a perpetual, non-exclusive easement over, under, upon, in, across and through the following parcels of real property situate in the County of Summit and State of Colorado, to wit:

See Exhibit A attached hereto

("Easement Premises"), and, appurtenant to the Easement Premises, the right to connect and maintain underground electric service to the Easement Premises in such location within Grantor's property adjacent to the Easement Premises as Grantor may identify.

3. Easement Appurtenant. The easement herein granted is for the benefit of and shall be appurtenant to the following described real property situate in the County of Summit and State of Colorado, to wit:

See Exhibit B attached hereto

("Benefited Property").

4. Use Of Easement Premises. The easement herein granted may be used by Grantee to construct and maintain the sign ("**Sign**") authorized by Development Permit No. 2006138 issued by Grantor, as amended ("**Permit**"). No other use of the Easement Premises may be made or permitted by Grantee without Grantor's prior permission.

5. Grantor's Use Of Easement Premises. Grantor shall have the right to use and occupy the Easement Premises for any purpose not inconsistent with Grantee's full and complete enjoyment of the rights hereby granted.

6. Improvements. Grantee, at its sole cost, may construct upon the Easement Premises any and all improvements authorized by the Permit. Grantee shall indemnify and hold Grantor harmless from all costs (including Grantor's reasonable attorney's fees) arising out of the construction of such improvements within the Easement Premises.

7. Maintenance Of Easement Premises. Grantor shall have no responsibility for the maintenance or upkeep of the ~~Easement Premises~~**Sign**. Grantee shall provide such maintenance or upkeep as shall be required with respect to the ~~Easement Premises~~**Sign** and the **related improvements thereto within the Easement Premises**.

8. Electric Service for Sign. Upon the completion of the installation of underground electric service in such location as Grantor has identified in accordance with paragraph 2 above, Grantee will deliver to Grantor an as-installed drawing of the location of such underground electric service. Grantor will have no responsibility for any costs associated with the installation or maintenance of the underground electric service, nor will Grantor have any liability for any damage to the underground electric service, except such damage as may result from gross negligence or willful and wanton behavior. In the event that Grantor determines that the underground electric service must be relocated for any reason, Grantor may do so, provided that, within five (5) years from the date of this Grant, such relocation will be at the sole cost of Grantor and, after the end of five (5) years from the date of this Grant, Grantor and Grantee shall share equally in the cost of such relocation.

9. Relocation of Easement Premises. In the event that the location of the Sign is creating a hazardous condition for pedestrians, bicyclists or vehicles or in the event that Grantor's master planning for its property of which the Easement Premises are part requires that the Sign be relocated, Grantor shall have the right to relocate the sign and the Easement Premises upon the approval of Grantee, which will not be unreasonably withheld or delayed, as follows:

(a) Grantor first shall notify the Grantee of the proposed relocation by mailing notice to the Grantee, at the address shown above, not less than ninety (90) days prior to the commencement of relocation of the Sign and the Easement Premises. Such notice shall include: (i) a description of the proposed relocated area of the Easement Premises, including a legal description; (ii) a survey or map showing the proposed area of the Easement Premises and the proposed location of the Sign, and (iii) the probable commencement and completion dates of the

relocation of the Sign. Within thirty (30) days after receipt of said notice, if Grantee has any objections to the relocation or disapproves of the same, Grantee shall provide written notice to Grantor specifying the objections or the reasons for disapproval. The parties shall work in good faith to resolve any such objections or reasons for disapproval.

(b) Any relocation of the Sign and the Easement Premises shall provide substantially similar visibility of the sign from Colorado Highway 9.

(c) If the Sign and the Easement Premises are relocated as herein provided within five (5) years from the date of this Grant, Grantor, at its sole cost, shall move and/or reconstruct the Sign to a physical condition comparable to the condition that existed immediately prior to its relocation.

(d) If the Sign and the Easement Premises are relocated as herein provided after the end of five (5) years from the date of this Grant, Grantor and Grantee shall share equally in the cost to move and/or reconstruct the sign to a physical condition comparable to the condition that existed prior to its relocation.

(e) Grantor shall complete moving and/or reconstruction of the sign promptly and with due diligence, and in as short a period of time as is reasonably possible. In order to minimize Grantee's inconvenience and the disruption of Grantee's business operations, Grantor shall coordinate the moving and/or reconstruction of sign with Grantee insofar as is possible.

(f) At the completion of the relocation, Grantor and Grantee shall execute and record an amended grant of easement ("Amended Grant") in form and substance reasonably acceptable to both Grantor and Grantee, granting an easement for the relocated area of the easement to Grantee. Such Amended Grant may either amend or terminate this Grant as to the Easement Premises herein described. In connection with the execution of the Amended Grant, Grantee, upon request of Grantor, shall execute in recordable form any documentation reasonably required by Grantor to release the Easement Premises herein described from being burdened by this Grant.

8.10. Non-Waiver Of Governmental Immunity. The parties hereto understand and agree that Grantor is relying on, and does not waive or intend to waive by any provision of this Grant, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or an other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law or limitation otherwise available to Grantor, its officers, or its employees.

9.11. Grantee's Duty Of Care. Grantee shall exercise the rights herein granted to it with due care.

10.12. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, and hold Grantor harmless from all claims, demands, judgments and causes of action (including

Grantor's reasonable attorney's fees) arising from the use of the Easement Premises by the Grantee, its agents, employees, officers, contractors, licensees, lessees, invitees, successors and assigns.

11.13. Binding Effect. The provisions of this Grant shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including Grantee's successors in title to the Benefited Property. If the Benefited Property is subdivided, Grantee may assign its rights and obligations hereunder to the owners of one or more of the subdivided properties.

12.14. Notices. All notices required or permitted under this Grant, shall be given by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at their addresses first set forth above, or at such other address as either party may provide to the other party in writing. Any notice delivered by mail shall be deemed to have been duly given on the third (3rd) business day after the same is deposited in any post office or postal box regularly maintained by the United States Postal Services.

13.15. Remedies: In addition to such other remedies as the parties may be entitled to in connection with the enforcement of the terms of this Grant, Grantor and Grantee each shall have the right of specific performance of the terms of this Grant and the right to obtain from any court of competent jurisdiction a temporary restraining order, permanent injunction and permanent injunction to obtain such performance. Any equitable relief provided for in this paragraph may be sought singly or in combination with such legal remedies as the Grantor or Grantee may be entitled to, either pursuant to the provisions of this Grant or under the laws of the State of Colorado.

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

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

ATTEST:

By _____
Timothy J. Gagen, Town Manager

Mary Jean Loufek, CMC,
Town Clerk

GRANTEE:

B & D LIMITED PARTNERSHIP, an Illinois limited partnership authorized to do business in Colorado

By: DSB Holdings, Inc, an Illinois corporation as General Partner

By: _____
Jon A. Brownson, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Timothy J. Gagen, Town Manager, and Mary Jean Loufek, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

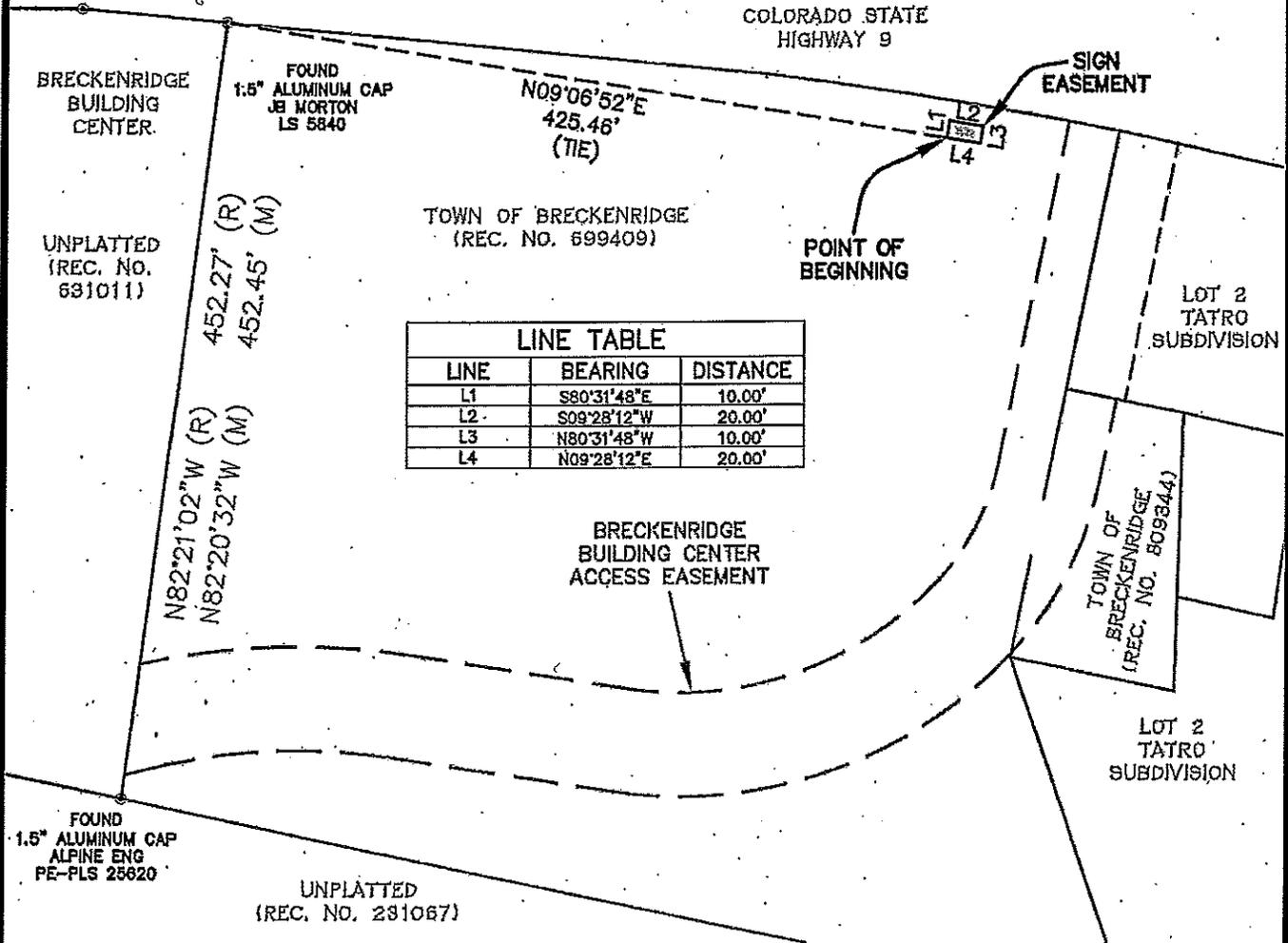
The foregoing instrument was acknowledge before me this ____ day of _____, 2008, by Jon A. Brownson, Vice President of DSB Holdings, Inc., an Illinois corporation, as General Partner of B & D Limited Partnership, an Illinois limited partnership authorized to do business in Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S80°31'48"E	10.00'
L2	S09°28'12"W	20.00'
L3	N80°31'48"W	10.00'
L4	N09°28'12"E	20.00'

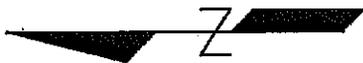
EASEMENT DESCRIPTION

An easement located on land owned by The Town of Breckenridge and described under reception no. 699409 in the records of the Clerk and Recorder of Summit County, Colorado and situated in Section 18, Township 6 South, Range 77 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado. Being more particularly described as follows:

Beginning at a point from which the the northeasterly corner of land described under reception no. 699409, a point on the westerly right of way of Colorado State Highway 9 bears N09°06'52"E, 425.46 feet;

- thence S80°31'48"E, 10.00 feet;
- thence S09°28'12"W, 20.00 feet;
- thence N80°31'48"W, 10.00 feet;
- thence N09°28'12"E, 20.00 feet to the point of beginning.

Described easement contains 0.005 acres, more or less.



CURFMAN ENGINEERING
 CURFMAN ENGINEERING, INC.
 4009 LISSA DRIVE • LOVELAND, CO 80537
 PHONE: 970-350-8428 • FAX: 970-203-0412
 k@curfman@msn.com

EXHIBIT B
BENEFITED PROPERTY

A parcel of land situated in Section 18, Township 6 South, Range 77 West of the Sixth Principal Meridian in the Town of Breckenridge, County of Summit and State of Colorado. Being more particularly described as follows:

Beginning at corner number 4 of the Accomodation Placer (MS 19361), also being corner number 9 of the B & L No. 1 Placer (MS 14044);

thence N56°14'04"W, 53.84 feet along the 3-4 line of the Accomodation Placer;

thence N05°21'39"E, 528.18 feet;

thence S84°38'21"E, 522.58 feet to a point on the westerly right of way of Colorado State Highway 9;

thence the following five (5) courses along the westerly right of Colorado State Highway 9;

(1) thence S12°28'39"W, 18.36 feet;

(2) thence S11°58'31"W, 201.96 feet;

(3) thence S13°32'03"W, 301.19 feet;

(4) thence S00°03'50"E, 203.42 feet;

(5) thence S05°04'30"W, 84.92 feet;

thence N82°21'02"W, 452.27 feet to a point on the 4-5 line of the Accomodation Placer;

thence N11°35'37"E, 233.91 feet along the 4-5 line of the Accomodation Placer to the point of beginning.

Described parcel contains 8.59 acres more or less.

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 5 (BBC Second Amended Access Easement)

DATE: January 28, 2008 (for February 12th meeting)

The second reading of the ordinance to approve the Second Amended Grant of Easements for the new BBC facility is scheduled for your meeting on February 12th. There are no changes proposed to either the ordinance or the easement document from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – FEB. 12***

2
3 ***NO CHANGES FROM FIRST READING***

4
5 COUNCIL BILL NO. 5

6
7 Series 2008

8
9 AN ORDINANCE AUTHORIZING A SECOND AMENDED GRANT OF EASEMENTS TO
10 B & D LIMITED PARTNERSHIP

11
12 WHEREAS, by that certain Amended Grant of Easements dated January 25, 2007 and
13 recorded February 1, 2007 at Reception No. 846004 of the records of the records of the Clerk
14 and Recorder of Summit County, Colorado (“Amended Grant”) the Town granted to B & D
15 Limited Partnership, an Illinois limited partnership authorized to do business in Colorado (“B &
16 D”), certain easements over, across and through certain Town property; and

17
18 WHEREAS, the Town Council finds and determines that it is necessary to amend the
19 Amended Grant; and

20
21 WHEREAS, a proposed Second Amended Grant of Easements between the Town and
22 B & D has been prepared, a copy of which is marked Exhibit “A”, attached hereto and
23 incorporated herein by reference; and

24
25 WHEREAS, the Town Council has reviewed the proposed Second Amended Grant of
26 Easements document; and

27
28 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
29 Section 15.3 of the Breckenridge Town Charter requires that the approval of the Second
30 Amended Grant of Easements be authorized by ordinance.

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

34
35 Section 1. The Town Manager is hereby authorized, empowered and directed to execute,
36 acknowledge and deliver to B & D Limited Partnership, an Illinois limited partnership authorized
37 to do business in the State of Colorado, the Second Amended Grant of Easements in substantially
38 the form which is marked Exhibit "A", attached hereto and incorporated herein by reference.

39
40 Section 2. The Town Council hereby finds, determines and declares that it has the power
41 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
42 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

43
44 Section 3. This ordinance shall be published and become effective as provided by
45 Section 5.9 of the Breckenridge Town Charter.

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INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this ____ day of _____, 2008. A Public Hearing shall be
held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
____ day of _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the
Municipal Building of the Town.

TOWN OF BRECKENRIDGE

By: _____
Ernie Blake, Mayor

ATTEST:

Mary Jean Loufek, CMC
Town Clerk

SECOND AMENDED
GRANT OF EASEMENTS

THIS SECOND AMENDED GRANT OF EASEMENTS ("Second Amended Grant") is made and entered into at Breckenridge, Colorado this _____ day of _____, 2008, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 ("Grantor") and B & D LIMITED PARTNERSHIP, an Illinois limited partnership authorized to do business in Colorado, whose address is 1480 Sequoia Drive, Aurora, IL 60506, ("Grantee").

WITNESSETH THAT:

WHEREAS, Grantor and Grantee entered into an Amended Grant of Easements dated January 25, 2007 and recorded in the Summit County, Colorado records on February 1, 2007 at Reception No. 846004 and re-recorded on August 6, 2007 at Reception No. 863597 ("Amended Grant"); and

WHEREAS, Grantor has requested that Grantee obtain access to Grantee's property described in Exhibit A attached hereto ("Benefited Property") by means of the ingress and egress easement described in Exhibit B attached hereto ("New Easement Premises"), which New Easement Premises the Town intends ultimately to become a public road ("New Road"); and

WHEREAS, construction of the New Road would mean that portions of the two access easements provided for in the Amended Grant would not need to be improved and, therefore, could be eliminated.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Termination of Amended Grant. The Amended Grant is hereby terminated and shall no longer encumber the Easement Premises described therein.
2. Easement for New Road. The Grantor hereby grants to the Grantee, its successors and assigns, a non-exclusive easement for ingress and egress over, under, upon, in, across and through the New Easement Premises.
3. Temporary Delivery Easement. The Grantor hereby grants to the Grantee, its successors and assigns, a non-exclusive easement for ingress and egress over, under, upon, in, across and through the following parcel of real property situate in the County of Summit and State of Colorado, to wit:

See Exhibit C attached hereto

("Temporary Easement Premises").

4. Easements Appurtenant. The easements herein granted are for the benefit of and appurtenant to the Benefited Property.

5. Use of New Easement Premises and Temporary Easement Premises.

A. The New Easement Premises are intended to be used to provide ingress and egress for the Grantee, its agents, employees, officers, contractors, licensees, lessees, invitees, successors and assigns for deliveries to and from the Benefited Property. No other use of the Easement Premises shall be made or permitted by Grantee without Grantor's prior permission.

B. The Temporary Easement Premises are intended to be used to provide ingress and egress for the Grantee, its agents, employees, officers, contractors, licensees, lessees, invitees, successors and assigns for deliveries to and from the Benefited Property for so long as the Colorado Department of Transportation permits access to and from the Temporary Easement Premises from Colorado Highway 9. No other use of the Temporary Easement Premises shall be made or permitted by Grantee without Grantor's prior permission.

6. Grantor's Use Of New and Temporary Easement Premises. Grantor shall have the right to use and occupy the New and Temporary Easement Premises for any purpose not inconsistent with Grantee's full and complete enjoyment of the rights hereby granted.

7. Improvements to New Easement Premises and Temporary Easement Premises.

A. Grantee has constructed upon the New Easement Premises, at the direction of the Grantor, road improvements sufficient to allow for a certificate of occupancy to be issued for improvements under construction on the Benefited Property and will construct the remainder of the improvements, including asphalt, to complete the New Road within the New Easement Premises to meet Town standards for a public road, as reasonable determined by the Town Engineer ("Acceptance").

B. Grantee, at its sole cost, may construct upon the Temporary Easement Premises any and all improvements necessary or desirable in order to make the Temporary Easement Premises useable for the stated purpose. Grantee shall indemnify and hold Grantor harmless from all costs (including Grantor's reasonable attorney's fees) arising out of the construction of improvements to the Temporary Easement Premises.

8. Payment for Improvements to New Easement Premises. Grantor agrees to pay Grantee for the difference between the cost of construction of the New Road within the New Easement Premises as provided for in paragraph 7.A. above and \$_____, which amount Grantor and Grantee have agreed upon as the fair and reasonable estimated cost for Grantee to have completed the improvements to the Easement Premises described in the Amended Grant as required to obtain a certificate of occupancy for the improvements under construction on the Benefited Property. Such payment shall be made by Grantor to Grantee within fifteen (15) days after submission of invoices evidencing the total cost of construction of the New Road within the New Easement Premises as required by paragraph 7.A. above.

9. Maintenance Of New Easement Premises and Temporary Easement Premises.

A. Until Acceptance, Grantor shall have no responsibility for the maintenance and upkeep of the New Easement Premises and Grantee, along with other beneficiaries of access over some or all of the New Easement Premises, together shall provide such maintenance or upkeep as is required with respect to the New Easement Premises and the improvements thereto, which maintenance and upkeep shall include any required plowing and removal of snow.

B. Grantor shall have no responsibility for the maintenance or upkeep of the Temporary Easement Premises. Grantee, along with the other beneficiaries of non-exclusive easements over portions of the Temporary Easement Premises, together shall provide such maintenance or upkeep as shall be required with respect to the Temporary Easement Premises and the improvements thereto and landscaping thereon, which maintenance and upkeep shall include any required plowing and removal of snow.

10. Non-Waiver Of Governmental Immunity. The parties hereto understand and agree that Grantor is relying on, and does not waive or intend to waive by any provision of this Second Amended Grant, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or an other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law or limitation otherwise available to Grantee, its officers, or its employees.

11. Grantee's Duty Of Care. Grantee shall exercise the rights herein granted to it with due care.

12. Indemnification.

A. Until Acceptance, to the fullest extent permitted by law, Grantee shall indemnify, and hold Grantor harmless from all claims, demands, judgments and causes of action (including Grantor's reasonable attorney's fees) arising from the use of the New Easement Premises by the Grantee, its agents, employees, officers, contractors, licensees, lessees, invitees, successors and assigns, provided, however, Grantee shall have no obligation under this paragraph to the extent any claim, demand, judgment or cause of action is caused by the negligence or intentional act of either other beneficiaries of non-exclusive easements over the New Easement Premises, their agents, employees, officers, contractors, licensees, lessees, invitees, successors or assigns or Grantor, its agents, employees, officers, contractors, licensees, lessees, invitees, successors or assigns.

B. To the fullest extent permitted by law, Grantee shall indemnify, and hold Grantor harmless from all claims, demands, judgments and causes of action (including Grantor's reasonable attorney's fees) arising from the use of the Temporary Easement Premises by the Grantee, its agents, employees, officers, contractors, licensees, lessees, invitees, successors and assigns, provided, however, Grantee shall have no obligation under this paragraph to the extent any claim, demand, judgment or cause of action is caused by the negligence or intentional act of either other beneficiaries of non-exclusive easements over the Temporary Easement Premises, their agents, employees, officers, contractors, licensees, lessees, invitees, successors or assigns or

Grantor, its agents, employees, officers, contractors, licensees, lessees, invitees, successors or assigns.

13. Elimination of New Easement Premises and Temporary Easement Premises.

A. At such time as the Town records in the Summit County, Colorado real estate records a deed of dedication to make the New Easement Premises a right-of-way for use of the public, the easement hereby granted to and for the New Easement Premises automatically will be terminated.

B. In the event that a right-of-way is created adjacent to the westerly property boundary of the Benefited Property; such right-of-way continues along and adjacent to such westerly boundary for at least six hundred-fifty feet (650') from the southwesterly corner of Benefited Property; such right-of-way is improved, at no cost to Grantee, to Grantor's standards for a municipal street serving the types of uses permitted for the Benefited Property; and the Grantor permits and the improvement of the right-of-way is constructed to allow for four (4) full turning access locations reasonably acceptable to Grantee, including the curb cuts required for all four of such locations, the easement to and for the Temporary Easement Premises will terminate. In connection with the creation of such right-of-way, Grantee agrees to dedicate to the Town, at no cost to the Town, the two small portions of the Benefited Property identified on Exhibit D attached hereto in order to provide for a consistent width for such right-of-way and to make such right-of-way contiguous with the Benefited Property. Further, at such time as the conditions of this paragraph 13.B. have been satisfied, Grantee agrees to execute such reasonable document for recording in the Summit County, Colorado real estate records may be requested by the Grantor to effect the termination of the Temporary Easement Premises.

C. After the easement to and for the New Easement Premises has been terminated in accordance with paragraph 13.A. above and the easement to and for the Temporary Easement Premises has been terminated in accordance with paragraph 13.B. above, Grantor and Grantee shall execute a document reasonably acceptable to their respective attorneys terminating this Second Amended Grant and such document shall be recorded in the Summit County, Colorado real estate records.

14. Binding Effect. The provisions of this Second Amended Grant shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

15. Notices. All notices required or permitted under this Second Amended Grant, shall be given by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at their addresses first set forth above, or at such other address as either party may provide to the other party in writing. Any notice delivered by mail shall be deemed to have been duly given on the third (3rd) business day after the same is deposited in any post office or postal box regularly maintained by the United States Postal Services.

16. Remedies: In addition to such other remedies as the parties may be entitled to in connection with the enforcement of the terms of this Second Amended Grant, Grantor and Grantee each shall have the right of specific performance of the terms of this Second Amended Grant and the right to obtain from any court of competent jurisdiction a temporary restraining

order, permanent injunction and permanent injunction to obtain such performance. Any equitable relief provided for in this paragraph may be sought singly or in combination with such legal remedies as the Grantor or Grantee may be entitled to, either pursuant to the provisions of this Second Amended Grant or under the laws of the State of Colorado.

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

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

ATTEST:

By _____
Timothy J. Gagen, Town Manager

Mary Jean Loufek, CMC, Town Clerk

GRANTEE:

B & D LIMITED PARTNERSHIP, an Illinois limited partnership authorized to do business in Colorado

By: DSB Holdings, Inc, an Illinois corporation as General Partner

By: _____
Jon A. Brownson, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Timothy J. Gagen, Town Manager, and Mary Jean Loufek, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

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

Notary Public

EXHIBIT A
BENEFITED PROPERTY

A parcel of land situated in Section 18, Township 6 South, Range 77 West of the Sixth Principal Meridian in the Town of Breckenridge, County of Summit and State of Colorado. Being more particularly described as follows:

Beginning at corner number 4 of the Accomodation Placer (MS 19361), also being corner number 9 of the B & L No. 1 Placer (MS 14044);

thence N56°14'04"W, 53.84 feet along the 3-4 line of the Accomodation Placer;

thence N05°21'39"E, 528.18 feet;

thence S84°38'21"E, 522.58 feet to a point on the westerly right of way of Colorado State Highway 9;

thence the following five (5) courses along the westerly right of Colorado State Highway 9;

(1) thence S12°28'39"W, 18.36 feet;

(2) thence S11°58'31"W, 201.96 feet;

(3) thence S13°32'03"W, 301.19 feet;

(4) thence S00°03'50"E, 203.42 feet;

(5) thence S05°04'30"W, 84.92 feet;

thence N82°21'02"W, 452.27 feet to a point on the 4-5 line of the Accomodation Placer;

thence N11°35'37"E, 233.91 feet along the 4-5 line of the Accomodation Placer to the point of beginning.

Described parcel contains 8.59 acres more or less.

EXHIBIT B

EASEMENT DESCRIPTION

An easement located in parcels of land owned by The Town of Breckenridge and described under reception no. 699409 and reception no. 809344 in the records of the Clerk and Recorder of Summit County, Colorado and situated in Section 18, Township 6 South, Range 77 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado. Being more particularly described as follows:

Beginning the southeasterly corner of land described under reception no. 699409, a point on the westerly right of way of Colorado State Highway 9;

thence N78°19'56"W, 152.38 feet along the southerly boundary of land described under reception no. 699409 to the northeasterly corner of land described under reception no. 809344;

thence S11°26'20"W, 30.00 feet along the easterly boundary of land described under reception no. 809344;

thence N78°19'56"W, 50.06 feet;

thence 113.18' feet along the arc of a tangent curve to the right with a central angle of 32°25'27", a radius of 200.00 feet and a chord that bears N62°07'13"W, 111.68 feet;

thence 252.45' feet along the arc of a compound curve to the right with a central angle of 54°35'00", a radius of 265.00 feet and a chord that bears N18°36'59"W, 243.02 feet;

thence N08°40'31"E, 129.56 feet;

thence 148.34 feet along the arc of a tangent curve to the left with a central angle of 22°58'14", a radius of 370.00 feet and a chord that bears N02°48'36"W, 147.35 feet;

thence N14°17'43"W, 10.40 feet to a point on the southerly boundary of land described under reception no. 631011;

thence S82°21'02"E, 64.45 feet along the southerly boundary of land described under reception no. 631011;

thence 158.70 feet along the arc of a non-tangent curve to the right with a central angle of 21°08'46", a radius of 430.00 feet and a chord that bears S01°53'52"E, 157.80 feet;

thence S08°40'31"W, 129.56 feet;

thence 195.30 feet along the arc of a tangent curve to the left with a central angle of 54°35'00", a radius of 205.00 feet and a chord that bears S18°36'59"E, 187.99 feet;

thence 79.23' feet along the arc of a compound curve to the left with a central angle of 32°25'27", a radius of 140.00 feet and a chord that bears S62°07'13"E, 78.17 feet;

thence S78°19'56"E, 202.02 feet to a point on the westerly right of way of Colorado State Highway 9;

thence 30.00 feet along the arc of a non-tangent curve to the right with a central angle of 00°37'02", a radius of 2784.80 feet and a chord that bears S11°05'30"W, 30.00 feet along the westerly right of way of Colorado State Highway 9 to the point of beginning.

Described easement contains 1.01 acres, more or less.

EXHIBIT B

COLORADO STATE
HIGHWAY 9

POINT OF
BEGINNING

UNPLATTED
(REC. NO.
631011)

TOWN OF BRECKENRIDGE
(REC. NO. 699409)

LOT 2
TATRO
SUBDIVISION

TOWN OF
BRECKENRIDGE
(REC. NO. 809344)

LOT 2
TATRO
SUBDIVISION

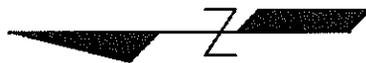
UNPLATTED
(REC. NO. 231067)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S11°26'20"W	30.00'
L2	N78°19'56"W	50.06'
L3	N14°17'43"W	10.40'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHD BRG	CHD DIST	TANGENT
C1	32°25'27"	200.00'	113.18'	N62°07'13"W	111.68'	58.15'
C2	54°35'00"	285.00'	252.45'	N18°36'59"W	243.02'	136.73'
C3	22°58'14"	370.00'	148.34'	N02°48'36"W	147.35'	75.18'
C5	21°08'46"	430.00'	158.70'	S01°53'52"E	157.80'	80.26'
C6	54°35'00"	205.00'	195.30'	S18°36'59"E	187.99'	105.77'
C7	32°25'27"	140.00'	78.23'	S62°07'13"E	78.17'	40.71'
C8	0°37'02"	2784.80'	30.00'	S11°05'30"W	30.00'	15.00'



SHEET 2 OF 2

SCALE: 1"=100'

CURFMAN
ENGINEERING

CURFMAN ENGINEERING, INC.

4009 LISSA DRIVE • LOVELAND, CO • 80537

PHONE: 970-390-8428 • FAX: 970-203-0412

kweurfman@msn.com

EXHIBIT C

EASEMENT DESCRIPTION

An easement located in the parcel of land owned by The Town of Breckenridge and described under reception no. 699409 in the records of the Clerk and Recorder of Summit County, Colorado and situated in Section 18, Township 6 South, Range 77 West of the Sixth Principal Meridian, Town of Breckenridge, County of Summit, State of Colorado. Being more particularly described as follows:

Beginning at a point on the northerly boundary of land described under reception no. 699409 from which the northeasterly corner said parcel bears N82°21'02"W, 138.84 feet;

thence S08°08'23"W, 81.60 feet;

thence 41.33 feet along the arc of a tangent curve to the left with a central angle of 6°18'54", a radius of 375.00 feet and a chord that bears S04°58'56"W, 41.31 feet;

thence 145.45 feet along the arc of a non-tangent curve to the left with a central angle of 10°45'10", a radius of 775.00 feet and a chord that bears N84°59'52"E, 145.23 feet to a point on the westerly right of way of Colorado State Highway 9;

thence the following two (2) courses along the westerly right of way of Colorado State Highway 9;

1. S05°04'31"W, 25.91 feet;
2. S05°39'48"W, 25.92 feet;

thence 189.11 feet along the arc of a non-tangent curve to the right with a central angle of 13°08'01", a radius of 825.00 feet and a chord that bears S87°09'54"W, 188.70 feet;

thence 96.75 feet along the arc of a non-tangent curve to the right with a central angle of 13°02'35", a radius of 425.00 feet and a chord that bears N01°37'05"E, 96.54 feet;

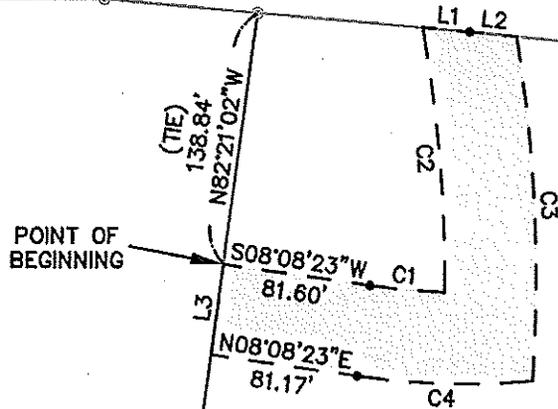
thence N08°08'23"E, 81.17 feet to a point on the northerly boundary of land described under reception no. 699409;

thence S82°21'02"E, 50.00 feet along the northerly boundary of land described under reception no. 699409 to the point of beginning.

Described easement contains 0.37 acres, more or less.

EXHIBIT C

COLORADO STATE
HIGHWAY 9



UNPLATTED
(REC. NO. 631011)

BRECKENRIDGE
BUILDING
CENTER

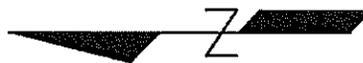
TOWN OF BRECKENRIDGE
(REC. NO. 699409)

UNPLATTED
(REC. NO. 231067)

ALPINE ROCK
COMPANY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S05°04'31"W	25.91'
L2	S05°39'48"W	25.92'
L3	S82°21'02"E	50.00'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	CHD BRG	CHD DIST	TANGENT
C1	6°18'54"	375.00'	41.33'	S04°58'56"W	41.31'	20.69'
C2	10°45'10"	775.00'	145.45'	N84°59'52"E	145.23'	72.94'
C3	13°08'01"	825.00'	189.11'	S87°09'54"W	188.70'	94.97'
C4	13°02'35"	425.00'	96.75'	N01°37'05"E	96.54'	48.58'



SHEET 2 OF 2

SCALE: 1"=100'

CURFMAN
ENGINEERING

CURFMAN ENGINEERING, INC.

4039 LISSA DRIVE • LOVELAND, CO • 80537

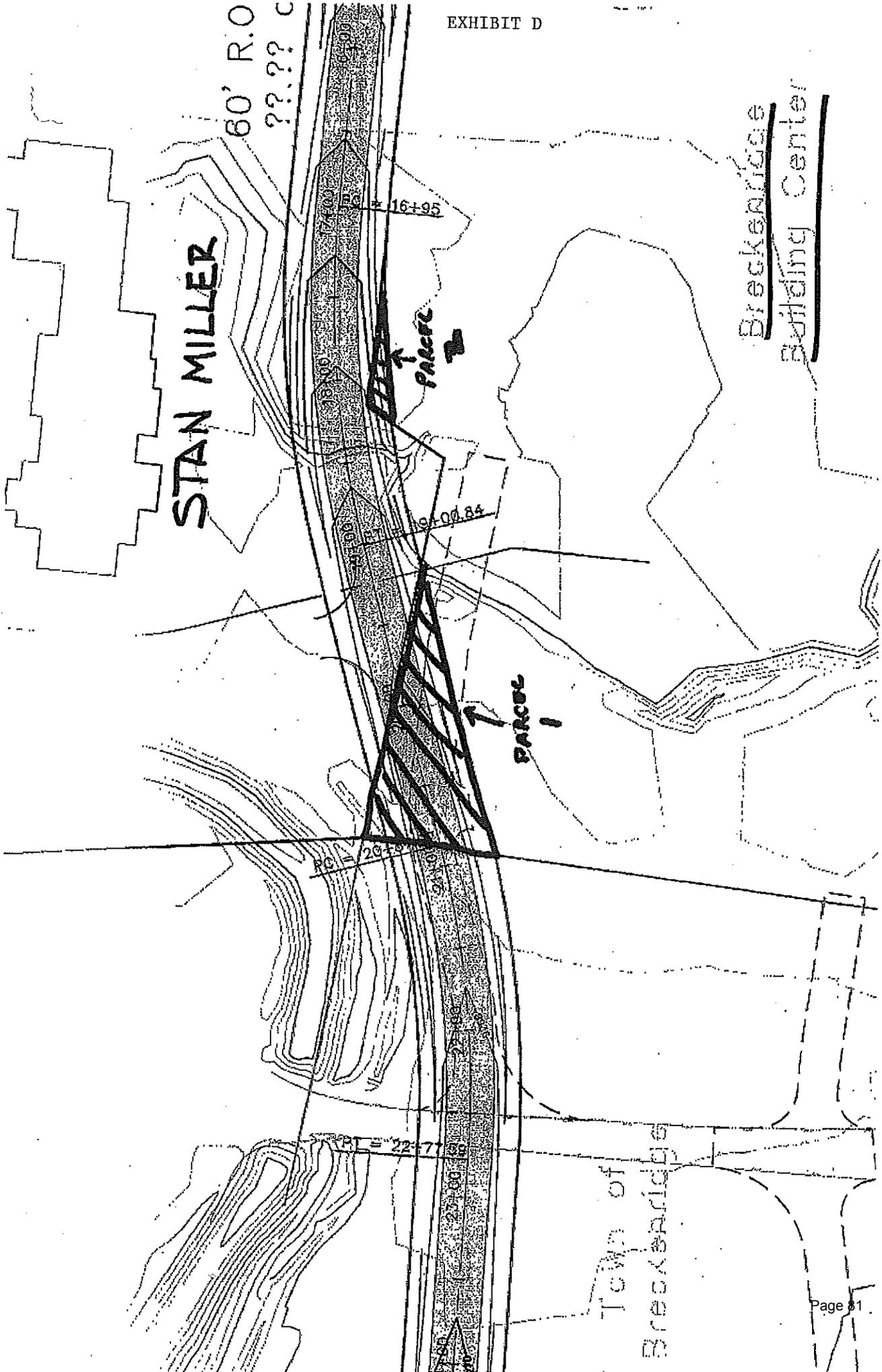
PHONE: 970.390.8428 • FAX: 970.203.0412

kwcurfman@msb.com

STAN MILLER

60' R.O.
?? ?? C

Brecksville
Building Center



Town of
Brecksville

MEMO

TO: Town Council

FROM: Town Attorney

RE: Ordinance Amending Land Use District 33 Guidelines

DATE: February 6, 2008 (for February 12th meeting)

At the last meeting the Council adopted an ordinance placing the recently annexed Stan Miller property in Land Use District 33. However, as was acknowledged in the Annexation Agreement, the Land Use Guidelines for District 33 need to be amended in order to allow for the development of the Stan Miller property as contemplated by the annexation proposal. In fact, it is a condition of the Stan Miller Annexation Agreement that the Land Use District 33 Guidelines be amended to accommodate the proposed Stan Miller development.

Enclosed with this memo is a proposed ordinance to amend the Land Use District 33 Guidelines. The significant substantive changes to the District 33 Guidelines that would arise from the adoption of the ordinance mirror the substantive provisions of the Stan Miller Annexation Agreement. If adopted, these revised Guidelines will allow for the Planning Commission to consider and ultimately approve (if appropriate) the proposed Master Plan for the development of the Stan Miller property. Without the amendment to the Land Use District 33 Guidelines, the proposed Stan Miller Master Plan cannot be approved as submitted.

It has been difficult to create an intelligible blacklined version of the Land Use District 33 Guidelines that is marked to show the proposed changes to the current Guidelines. However, even though the ordinance is relatively short I think it would be helpful for you to have such a document, and we are containing to work on creating such a document that can be provided to you under separate cover.

This particular amendment to the Land Use Guidelines is classified as a quasi-judicial amendment because it deals with specifically identifiable property. Under the Town's established procedures, it is necessary for the Town to publish twice a special notice of public hearing and to also provide a special notice to the owners of all real property located within Land Use District 33 who would be affected by the adoption of the proposed LUG amendments. In order to allow for the special notice to be published and mailed to the affected landowners, it will be necessary for second reading of this ordinance to be held no sooner than the March 11th Council meeting. The date for the second reading of the ordinance should be mentioned in any motion to approve the ordinance on first reading.

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

1 ***FOR WORKSESSION/FIRST READING – FEB. 12***

2
3 COUNCIL BILL NO. ____

4
5 Series 2008

6
7 AN ORDINANCE ADOPTING AMENDED GUIDELINES FOR LAND USE DISTRICT 33

8
9 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
10 COLORADO:

11
12 Section 1. Findings. The Town Council has heard and considered the evidence presented
13 in support of and in opposition to the adoption of this ordinance. Based upon the evidence
14 presented to the Town Council in connection with its consideration of this ordinance, as more
15 fully set forth in the record of the proceedings in this matter, the Town Council of the Town of
16 Breckenridge, Colorado hereby finds and determines as follows:

17
18 1. By Ordinance No. 3, Series 1987, the Town adopted the Breckenridge Land Use
19 Guidelines ("Land Use Guidelines").

20
21 2. The Land Use Guidelines contain provisions governing the development of real
22 property located within the various Land Use Districts of the Town, including, but not limited to,
23 Land Use District 33, and represent the Town's general zoning restrictions with respect to real
24 property located within the Town.

25
26 3. By Ordinance No. 18, Series 1997, and Ordinance No. 12, Series 2001, the
27 Town Council adopted certain procedures to be followed to amend the Land Use Guidelines.

28
29 4. The amendments to the Land Use Guidelines made by this ordinance are quasi-
30 judicial in nature.

31
32 5. The procedural requirements of Ordinance No. 18, Series 1997, with respect to a
33 proposed quasi-judicial amendment to the Land Use Guidelines have been fully satisfied.
34 Without limiting the generality of the foregoing, the Town Council finds that a public hearing
35 was held by the Town Council of the Town of Breckenridge on March 25, 2008 to consider the
36 adoption of this ordinance. Notice of such hearing was published twice in The Summit County
37 Journal, a newspaper of general circulation in the Town, the first publication occurring at least
38 twelve (12) days prior to the hearing and the second occurring at least four (4) days prior to the
39 hearing, all as required by Ordinance No. 18, Series 1997. The Proof of Publication of such
40 notice was admitted into evidence and made a part of the record in connection with the adoption
41 of this ordinance. In addition to the newspaper notice, not less than twelve days prior to the date
42 of the public hearing the Director of the Department of Community Development mailed a copy
43 of the text of the newspaper notice by first class mail to all owners of real property located within
44 Land Use District 33 which would be affected by the proposed Land Use Guidelines amendment
45 as shown by the records of the Summit County Clerk and Recorder. The Director's Certificate of

1 Mailing was admitted into evidence and made a part of the record in connection with the
2 adoption of this ordinance.

3
4 6. The amendments to the Land Use Guidelines made by this ordinance are
5 consistent with the Town’s Master Plan, and all parts thereof, and bear a reasonable relationship
6 to the welfare of the community.

7
8 Section 2. Amended District 33 Guidelines Adopted. The Land Use District 33
9 Guidelines are hereby amended so as to read in their entirety as follows:

10
11 **Breckenridge Land Use Guidelines**

12
13 **District #33**

14
15 **Desired Character and Function**

16
17 District 33 is located west of Highway 9 and north of County Road 3 along the Blue River. It
18 consists mostly of tailings left by dredge mining of the late 19th or early 20th centuries, which
19 have been leveled by mining and other similar activities. With the increased demand for
20 housing, especially for local employees and with the development of the property to the east for
21 residential purposes, the large privately held portion of District 33 represents one of the few
22 remaining opportunities for privately developed housing.

23
24 **Acceptable Land Uses and Intensities**

25
26 Land Use Type: Residential
27
28 Intensity of Use: 4.5 UPA if 75% of units are encumbered with a Town approved
29 employee housing covenant
30
31 Structural Type: Single Family, Duplex, and Multi-Family

32
33 **General Design Criteria**

34
35 *ARCHITECTURAL TREATMENT*

36
37 Contemporary architectural design compatible with surrounding uses is preferred. The
38 form of that architecture will depend upon whether the district develops in a single, duplex or
39 multi-family residential manner.

40
41 *BUILDING HEIGHTS*

42
43 Generally, structures in excess of two stories above grade are discouraged. Building
44 heights will be determined through the development review process of the governing
45 jurisdiction.

1 *BUILDING SETBACKS*

2

3 Required building setbacks shall be as provided for in the Development Code or in any
4 approved master plan. Determination of appropriate setbacks will be made during the
5 development review process.

6

7 *PEDESTRIAN CIRCULATION*

8

9 An improved and expanded system, including internal and external links, is desirable to
10 accommodate anticipated pedestrian activity in connection with the residential uses.

11

12 *VEHICULAR CIRCULATION*

13

14 Access to the district is from Highway 9 and should be supplemented by a road through
15 the District to limit the number of intersections with Highway 9.

16

17 *PUBLIC TRANSIT ACCOMMODATION*

18

19 No public transit accommodation exists within the district at this time, but the Summit
20 Stage provides regularly scheduled public transit along Highway 9.

21

22

District Improvements

23

24 *UTILITY IMPROVEMENTS*

25

26 Water Facilities: Distribution lines do not exist within the District at this time. Provision of
27 distribution lines is required prior to development within the District. Town water supply and
28 treatment capabilities exist which can support the full development of the district.

29

30 Sanitation Facilities: System collectors do not exist within the district at this time. Provision of
31 sewer lines is required prior to development within the district. Adequate treatment capacity
32 currently exists to accommodate full development.

33

34 Natural Gas, Electricity, Telephone, Cable Television: Distribution lines for natural gas,
35 electricity, telephone and cable television all exist in or adjacent to Highway 9. Utilities will be
36 adequate to serve the entire district at its full development. Installation of any new distribution
37 lines must be underground and meet specifications of individual utility companies. Appropriate
38 easements shall be provided for all new lines.

39

40 *CAPITAL IMPROVEMENTS*

41

42 Capital Improvement Projects: None of the projects described in the Capital Improvements
43 Program are associated with this district.

44

45 *DRAINAGE IMPROVEMENTS*

46

1 Given the district's acceptable uses and intensities, a surface drainage plan should be
2 prepared prior to development. This district drains into the Blue River, and the provision of
3 phosphorous control measures should be anticipated as a condition of development.
4

5 **Relationship To Other Districts**
6

7 Portions of this district directly abut Land Use Districts 1, 4 and 6. Based on the existing and
8 future uses of these districts, compatibility conflicts are not expected.
9

10 **Land Exchange Potential**
11

12 No land under Federal jurisdiction was identified within this district.
13

14 Section 3. Continued Effect of Land Use Guidelines. Except as specifically amended
15 hereby, the Breckenridge Land Use Guidelines, as adopted by Ordinance No. 3, Series 1987,
16 shall continue in full force and effect.
17

18 Section 4. Police Power Finding. The Town Council hereby finds, determines and
19 declares that this ordinance is necessary and proper to provide for the safety, preserve the health,
20 promote the prosperity, and improve the order, comfort and convenience of the Town of
21 Breckenridge and the inhabitants thereof.
22

23 Section 5. Authority. The Town Council hereby finds, determines and declares that it
24 has the power to adopt this ordinance pursuant to the authority granted to home rule
25 municipalities by Article XX of the Colorado Constitution and the powers contained in the
26 Breckenridge Town Charter.
27

28 Section 6. Effective Date. This ordinance shall be published and become effective as
29 provided by 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 _____, 2008. 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 _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the
35 Municipal Building of the Town.
36

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
Ernie Blake, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Town Council
FROM: Town Attorney
RE: Town Council Salary Ordinance
DATE: February 4, 2008 (for February 12th meeting)

Enclosed with this memo is an ordinance to amend the portion of the Town Code that sets the salaries of the Mayor and the Councilmembers. If adopted, the ordinance will raise the monthly salaries of the Mayor and the Councilmembers to \$1,200 and \$800, respectively.

Please note that because an elected official's salary can neither be increased nor decreased during his or her term of office, if this ordinance is adopted the change will apply only to persons elected at the regular Town election this April and thereafter.

I will be happy to discuss this ordinance with you next Tuesday.

1 **FOR WORKSESSION/FIRST READING – 2/12/08**

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2008

9
10 AN ORDINANCE AMENDING SECTION 1-7-1 OF THE BRECKENRIDGE TOWN CODE
11 CONCERNING THE COMPENSATION OF THE MAYOR AND COUNCILMEMBERS
12 ELECTED OR APPOINTED ON OR AFTER APRIL 1, 2008
13

14 WHEREAS, Section 4.7 of the Breckenridge Town Charter provides that the members of
15 the Town Council shall receive such compensation and the mayor shall receive such other
16 compensation as the Town Council shall prescribe by ordinance; provided, however, that the
17 Town Council shall neither increase nor decrease the compensation of any member during his or
18 her term of office; and
19

20 WHEREAS, the Town Council desires to fix the compensation of those members of the
21 Town Council and the Mayor who are elected or appointed on or after April 1, 2008.
22

23 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
24 COLORADO:
25

26 Section 1. Section 1-7-1(A) of the Breckenridge Town Code is hereby amended so as to
27 read in its entirety as follows:
28

29 1-7-1: SALARIES:

30 A. Elected Officials:

31
32
33 1. Councilmembers: Compensation for Councilmembers elected **before** April 7 ~~1,~~
34 ~~1992~~ ~~2008~~, and thereafter, shall be six thousand dollars (\$6,000.00) annually for
35 each, payable at the rate of five hundred dollars (\$500.00) per month.
36 **Compensation for Councilmembers elected April 1, 2008, and thereafter,**
37 **shall be nine thousand six hundred dollars (\$9,600.00) annually for each,**
38 **payable at the rate of eight hundred dollars (\$800.00) per month.**
39

40 2. Mayor: Compensation for the Mayor elected April 7, 1992 ~~April 1, 2008~~ and
41 thereafter, shall be ~~nine thousand six hundred~~ **fourteen thousand four hundred**
42 ~~dollars (\$9,600.00)~~ **14,400.00** annually, payable at the rate of ~~eight hundred~~ **one**
43 **thousand two hundred** dollars (~~\$800.00~~ **1,200.00**) per month.
44

1 3. Deduction for Absence From Meetings: One twenty-fourth (1/24) of the
2 abovementioned salaries may be deducted for the failure of any elected official to
3 attend any regular meeting of the Council, by a majority vote of the Council.
4

5 4. Further Compensation: Councilmembers and the Mayor elected April 4, 2006
6 and thereafter shall receive a credit of five hundred dollars (\$500.00) each twelve
7 month period commencing April 15 of one year and ending April 14 of the
8 following year. Such sum may be used by such elected official only to pay to the
9 Town the cost of the elected official and his or her family (if applicable) accessing
10 Town-owned recreational facilities for which a fee is charged. No unused portion
11 of the five hundred dollar (\$500.00) credit may be carried over to the following
12 year. The additional compensation described in this section 4 shall not apply to
13 Councilmembers or the Mayor who were elected prior to April 4, 2006.
14

15 5. A person appointed to fill a vacancy on the Town Council pursuant to Section
16 4.8(c) of the Town Charter shall receive the same compensation as the person
17 who held the office immediately prior to the vacancy being created.
18

19 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
20 various secondary codes adopted by reference therein, shall continue in full force and effect.
21

22 Section . The Town Council hereby finds, determines and declares that it has the power
23 to adopt this ordinance pursuant to Section 4.7 of the Breckenridge Town Charter.
24

25 Section 5. This ordinance shall be published and become effective as provided by
26 Section 5.9 of the Breckenridge Town Charter.
27

28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29 PUBLISHED IN FULL this 12th day of February, 2008. A Public Hearing shall be held at the
30 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 26th day of
31 February, 2008, 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 By _____
40 Ernie Blake, Mayor
41

42 ATTEST:
43
44
45

46 _____
47 Mary Jean Loufek, CMC,
Town Clerk

MEMO

TO: Town Council

FROM: Town Attorney

RE: Model Traffic Code Amendment Ordinance

DATE: February 4, 2008 (for February 12th meeting)

It has recently come to my attention that the Town needs to amend the Model Traffic Code to allow for angle parking within the Town. The Model Traffic Code contemplates that angle parking may properly be used within a municipality, but the Code requires that it be authorized by ordinance. As you know, we have several locations within Town where angle parking is required.

Enclosed is an ordinance to amend Section 1205 of the Model Traffic Code to authorize angle parking within the Town where determined to be appropriate by the Town Engineer. As you will note, once a street is designated for angle parking the Town will have to make or sign the street to indicate that angle parking is permitted and at angle at which vehicles shall be parked.

Any person who parks improperly in a designated angle parking slot will be guilty of a civil traffic violation. The Municipal Judge will establish the appropriate fine.

This ordinance will not be applicable to Colorado Highway 9, so it will not be necessary to get CDOT's approval before this ordinance can become effective.

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

1 term “angle parking” means the head-in parking of a vehicle at an
2 angle to the curb or edge of the roadway, instead of parking parallel
3 to the right-hand curb or edge of the roadway, and includes, but is not
4 limited to, “straight in” parking perpendicular to the curb or edge of
5 the roadway.

6
7 Whenever the Town Engineer designates any roadway or portion of a
8 roadway upon which angle parking is permitted, the Town shall mark
9 or sign such roadway indicating that angle parking is permitted and
10 the angle at which vehicles shall be parked.

11
12 When signs or markings are in place indicating angle parking as
13 herein provided, no person shall park or stand a vehicle other than at
14 the angle to the curb or edge of the roadway indicated by such signs
15 or markings with the right front wheel of the vehicle within eighteen
16 inches of the curb or edge of the roadway.

17
18 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
19 various secondary codes adopted by reference therein, shall continue in full force and effect.

20
21 Section 3. All angle parking established by the Town, or any officer or employee of the
22 Town, prior to the adoption of this ordinance is hereby ratified, confirmed and approved.

23
24 Section 4. The Town Council hereby finds, determines and declares that this ordinance is
25 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
26 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
27 thereof.

28
29 Section 5. The Town Council hereby finds, determines and declares that it has the power
30 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
31 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

32
33 Section 6. This ordinance shall be published and become effective as provided by
34 Section 5.9 of the Breckenridge Town Charter.

35
36 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
37 PUBLISHED IN FULL this ____ day of _____, 2008. A Public Hearing shall be held at the
38 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
39 _____, 2008, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
40 Town.

41
42 TOWN OF BRECKENRIDGE, a Colorado
43 municipal corporation

44
45 By _____
46 Ernie Blake, Mayor

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ATTEST:

Mary Jean Loufek, CMC,
Town Clerk



MEMORANDUM

TO: Town Council

FROM: Glen Morgan, Chief Building Official

DATE: January 28, 2007 for meeting of February 12, 2007

SUBJECT: Fire Code Adoption

The Red White and Blue Fire Protection District recently updated their Fire Code by adopting the 2006 International Fire Code with amendments. Colorado statute provides Fire Protection Districts with the powers to adopt and enforce fire codes, but those codes do not apply within a municipality unless the governing body of the municipality adopts a resolution saying the Fire Protection Districts can enforce the fire code within the municipality. In the past the Towns position on this matter has been to defer adoption and enforcement of Fire Codes to the Red White and Blue Fire Protection District.

The attached resolution will provide the Red White and Blue Fire Protection District with the powers to enforce the newly adopted a Fire Code and any subsequently adopted Fire Codes within the town.

1 A RESOLUTION

2
3 SERIES 2008

4
5 A RESOLUTION AUTHORIZING THE RED, WHITE & BLUE FIRE PROTECTION
6 DISTRICT TO ENFORCE A FIRE CODE WITHIN THE CORPORATE LIMITS OF THE
7 TOWN OF BRECKENRIDGE

8
9 WHEREAS, the Red, White & Blue Fire Protection District is a fire district organized
10 and existing under Title 32 of the Colorado Revised Statutes; and

11
12 WHEREAS, the Red, White & Blue Fire Protection District is authorized to adopt and
13 enforce a fire code within its boundaries pursuant to §32-1-1002(1)(d), C.R.S.; and

14
15 WHEREAS, the Town of Breckenridge is located within the boundaries of the Red,
16 White & Blue Fire Protection District; and

17
18 WHEREAS, §32-1-1002(1)(d), C.R.S., provides that the Red, White & Blue Fire
19 Protection District may not lawfully enforce its fire code within the boundaries of the Town
20 without authorization from the Town Council in the form of a duly adopted resolution; and

21
22 WHEREAS, the Town Council of the Town of Breckenridge finds and determines that
23 the Red, White & Blue Fire Protection District should be authorized to enforce its fire code
24 within the Town.

25
26 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
27 BRECKENRIDGE, COLORADO, as follows:

28
29 Section 1. Pursuant to §32-1-1002(1)(d), C.R.S., the Red, White & Blue Fire Protection
30 District is authorized to enforce a fire code within the corporate limits of the Town. This
31 resolution shall apply to the current fire code adopted and enforced by the Red, White & Blue
32 Fire Protection District as of the date of the adoption of this resolution, as well as to any
33 subsequent fire code adopted by the Red, White & Blue Fire Protection District for so long as
34 this resolution is in effect.

35
36 Section 2. This resolution shall become effective upon its adoption.

37
38 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2008.

39
40 TOWN OF BRECKENRIDGE

41
42
43 By _____
44 Ernie Blake, Mayor

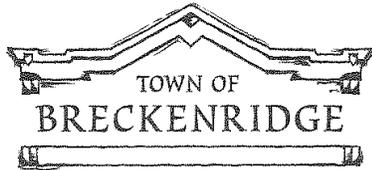
1 ATTEST:

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Mary Jean Loufek,
CMC, Town Clerk

APPROVED IN FORM

Town Attorney Date



MEMORANDUM

To: Town Council
From: Peter Grosshuesch, Director of Community Development
Subject: MOU with the Governor's Energy Office
Date: February 6, 2008

Attached is a memorandum of understanding and the adopting resolution, with the Town and the Governor's Energy Office (GEO). The purpose of the MOU is to establish that we are utilizing the services of the GEO, and that we intend to follow their prescribed process, in our efforts to hire a performance contractor to conduct energy audits on our buildings and vehicle fleet. The GEO's services are at no cost to the town. This is something of a housekeeping matter. Staff will be present to answer questions.

1 A RESOLUTION

2
3 SERIES 2008

4
5 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
6 STATE OF COLORADO GOVERNOR’S ENERGY OFFICE
7

8 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
9 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
10 another to provide any function, service, or facility lawfully authorized to each of the co-
11 operating or contracting governmental entities; and
12

13 WHEREAS, a proposed Facility Owner Memorandum of Understanding between the
14 Town and the State of Colorado Governor’s Energy Office has been prepared; and
15

16 WHEREAS, the Town Council has reviewed the proposed Memorandum of
17 Understanding and finds and determines that it would be in the best interest of the Town to enter
18 into such memorandum.
19

20 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
21 BRECKENRIDGE, COLORADO, as follows:
22

23 Section 1. The proposed Facility Owner Memorandum of Understanding between the
24 Town and the State of Colorado Governor’s Energy Office ("Exhibit "A" hereto) is approved,
25 and the Town Manager is hereby authorized, empowered and directed to execute such
26 memorandum for and on behalf of the Town of Breckenridge.
27

28 Section 2. This resolution shall become effective upon its adoption.
29

30 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2008.
31

32 TOWN OF BRECKENRIDGE
33
34
35

36 By _____
37 Ernie Blake, Mayor

38 ATTEST:
39
40
41

42 _____
43 Mary Jean Loufek, CMC,
44 Town Clerk
45
46

**FACILITY OWNER'S MEMORANDUM OF
UNDERSTANDING**

**FOR THE GOVERNOR'S ENERGY OFFICE ENERGY
PERFORMANCE CONTRACTING PROGRAM**



THE GOVERNORS ENERGY OFFICE

225 East 16th Avenue, Suite 650

Denver, CO 80203

FACILITY OWNER MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this ___ day of _____ in the year 2007 between the State of Colorado Governor's Energy Office, hereinafter called GEO, and the Town of Breckenridge, hereinafter called the Facility Owner.

WHEREAS, GEO, through its Energy Performance Contracting Program, used a state-approved Request for Proposals (RFP) process to select Energy Service Companies (ESCOs) to provide as-needed energy performance contracting services; and

WHEREAS, GEO will maintain a list of pre-qualified ESCOs that are eligible for final selection by Colorado's state and local governments to provide performance contracting services.

NOW, THEREFORE, it is agreed that:

1. Purpose of MOU. The purpose of this MOU is to provide Facility Owner access to the services and support provided under the Colorado Governor's Energy Office Energy Performance Contracting Program to assist in the development and implementation of Energy Performance Contracting (EPC) projects and to obligate the Facility Owner to generally follow and adhere to the guidelines of the program.

2. Term of MOU. This MOU becomes effective on the date signed by the Facility Owner and shall terminate on June 30, 2010, unless the Town of Breckenridge elects to terminate it sooner.

3. Consideration. In consideration for the services rendered by the GEO under this MOU, the Facility Owner shall engage in a good faith effort to reduce its energy consumption through participation in the GEO EPC Program and follow and generally adhere to its guidelines, rules, and provisions.

4. Responsibilities of Facility Owner. The responsibilities of the Facility Owner include:

- a. Agree to program participation by executing a Facility Owner Memorandum of Understanding and engage the GEO EPC Program for assistance in project development
- b. Select an ESCO from the current pre-qualified list, using a secondary selection process that fulfills Facility Owner's procurement policies.
- c. Assign members to the facility project team including operations, maintenance, financial and upper management personnel
- d. Ensure appropriate personnel attend project development meetings dependent upon the subject matter to be discussed
- e. Provide access and escort to buildings
- f. Provide information as needed for the feasibility study, the Technical Energy Audit, and other project development activities
- g. Work with ESCO to develop/refine project parameters

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- h. Review/approve ESCO proposals, designs, and reports
 - i. Ensure recommendations of the GEO EPC Program during reviews are addressed
 - j. Execute GEO EPC Program approved contracts with the ESCO
 - k. Provide project management
 - l. Provide information as needed for measurement and verification activities

5. Responsibilities of GEO EPC Program. The responsibilities of the GEO EPC Program include, but are not necessarily limited to:

- a. Actively promote the program and educate potential participants about the benefits and implementation of energy performance contracts.
- b. Work with Facility Owners to become program participants and to commit to a Facility Owner MOU
- c. Help Facility Owner procure services of an ESCO from the pre-qualified list
- d. Provide information on the website for currently pre-qualified ESCOs, as provided and updated by the ESCO, providing a link to the ESCO's website for more detailed information.
- e. Help Facility Owner develop and initiate a performance contracting project
- f. Facilitate the performance contracting process, to help ensure commitments are met by both the Facility Owner and the ESCO
- g. Provide technical guidance to the Facility Owner, attending on-site meetings between the Facility Owner and ESCO as needed
- h. Help develop the GEO EPC Program Standard Technical Energy Audit and Energy Performance contracts with facility owner amendments as needed, for each project
- i. Review audits, proposals, calculations, contracts, and measurement and verification reports
- j. Monitor project implementation
- k. Identify solutions to mediate any conflicts between Facility Owner and ESCO.

6. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU EVER BE CONSTRUED OR INTERPRETED AS CREATING, A BINDING AND LEGALLY ENFORCEABLE CONTRACT BETWEEN THE PARTIES. THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU. THE SOLE REMEDY FOR THE FAILURE OF A PARTY TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU WILL BE TERMINATION OF THIS MOU .

7. Signatures. In witness thereof, the parties to this MOU, either personally or through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

COLORADO GOVERNOR’S ENERGY OFFICE

Thomas Plant, Director

Date

Jeff Lyng, Program Manager

Date

FACILITY OWNER

Town of Breckenridge

Date



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.

FEBRUARY 2008

Tuesday, February 12 First Meeting of the Month

Tuesday, February 26 Second Meeting of the Month

MARCH 2008

Tuesday, March 11 First Meeting of the Month

Tuesday, March 25 Second Meeting of the Month