



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, March 25, 2014; 2:00 PM

Town Hall Auditorium

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

2:00-3:00pm	I	<u>SITE VISIT - BGV COMMUNITY CENTER PROJECT</u> (2PM - MEET AT THE SITE)	
3:00-3:15pm	II	<u>PLANNING COMMISSION DECISIONS</u>	2
3:15-4:00pm	III	<u>LEGISLATIVE REVIEW*</u>	
		Historic - Connectors Ordinance	9
		Open House Sign Ordinance	15
		Temporary Structures Ordinance	20
		Peak 8 PIF Deferral Agreement Resolution	25
		Amendment to Annexation Agreement Wellington Neighborhood	33
		Amended and Restated Employee Housing Covenant Wellington Neighborhood	46
4:00-4:30pm	IV	<u>MANAGERS REPORT</u>	
		Public Projects Update	77
		Housing/Childcare Update	
		Committee Reports	84
		Financials	85
4:30-4:50pm	V	<u>PLANNING MATTERS</u>	
		Town Project Hearing: Old Masonic Hall	97
4:50-5:45pm	VI	<u>OTHER</u>	
		Discussion on North Roundabout Art Options	116
		GoBreck Overview and Update on Mountain Travel Symposium	
5:45pm	VII	<u>JOINT MEETING WITH RED, WHITE AND BLUE FIRE DISTRICT</u>	121

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 the 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, Director of Community Development

Date: March 19, 2014

Re: Planning Commission Decisions of the March 18, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF March 18, 2014:

CLASS C APPLICATIONS:

- 1) Weisshorn Filing 2, Block 10, Lot 11 Residence (SG) PC#2014012, 106 North Gold Flake Terrace
Construct a new, single family residence with 5 bedrooms, 4.5 bathrooms, 4,138 sq. ft. of density and 4,138 sq. ft. of mass for a F.A.R. of 1:4.00. Approved.
- 2) Beaver Run Summer Tent 2014-2015 (MGT) PC#2014013, 620 Village Road
Summer event tent (100' x 40' with 20' x 40' staging area) for 2014 and 2015 summer seasons. Approved.
- 3) Colorado Chair Replacement (JP) PC#2014014, 1599 Ski Hill Road
Replace existing quad chair and terminal with a new, 6 passenger lift in the same location. Approved.
- 4) Peak 8 Summer Fun Park Base Plan and Summer Tent (JP) PC#2014015, 1599 Ski Hill Road
Summer Fun Park base plan showing the connectivity and layout of summer activities at the base of Peak 8, including a summer shade tent. Approved.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

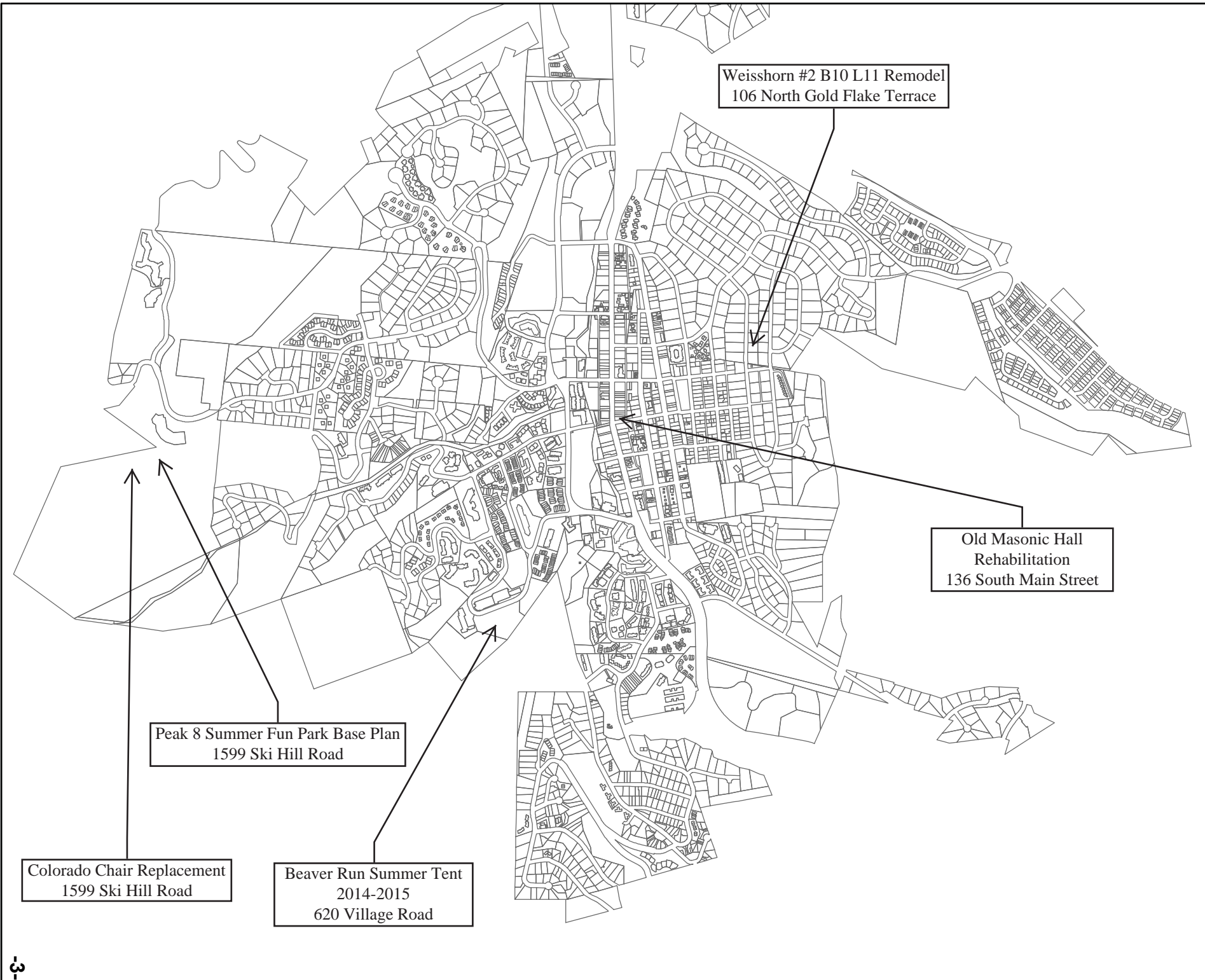
None.

TOWN PROJECT HEARINGS:

- 1) Old Masonic Hall Rehabilitation (MM) PC#2014011, 136 South Main Street
Stabilize, restore and rehabilitate the historic Arbogast Building (aka Masonic Lodge No. 47 or Abby Hall), replace a small addition at the back of the building, and improve the property for inclusion into the Town's Arts District. Planning Commission recommendation that Town Council approve the point analysis (positive six (+6) points and negative three (-3) points) and the project.

OTHER:

None.



Colorado Chair Replacement
1599 Ski Hill Road

Peak 8 Summer Fun Park Base Plan
1599 Ski Hill Road

Beaver Run Summer Tent
2014-2015
620 Village Road

Weisshorn #2 B10 L11 Remodel
106 North Gold Flake Terrace

Old Masonic Hall
Rehabilitation
136 South Main Street



Breckenridge South

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PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Eric Mamula	Gretchen Dudney	Dan Schroder
Kate Christopher	Jim Lamb	Trip Butler
Dave Pringle		
Jennifer McAtamney, Town Council Liaison		

APPROVAL OF AGENDA

No changes, the agenda was approved as presented.

APPROVAL OF MINUTES

Mr. Pringle: Regarding the wall at the Ankenbauer Residence (page 4 of the minutes), please change “I’d rather have it stepped back and maintain precedent we have set and not built into disturbance envelope”. This is wrong and I’d like it to be changed to “I’d rather maintain the precedent we have and build it into the disturbance area” and add “Mr. Thompson noted that there is a plat note that allows us to do that for driveways.”

With no other changes, the March 4, 2014, Planning Commission Minutes were approved as presented.

Ms. Puester reminded the Commission that the next Planning Commission meeting is Monday, March 31.

CONSENT CALENDAR:

- 1) Weisshorn Filing 2, Block 10, Lot 11 Residence (SG) PC#2014012, 106 North Gold Flake Terrace
- 2) Beaver Run Summer Tent 2014-2015 (MGT) PC#2014013, 620 Village Road
- 3) Colorado Chair Replacement (JP) PC#2014014, 1599 Ski Hill Road
- 4) Peak 8 Summer Fun Park Base Plan and Summer Tent (JP) PC#2014015, 1599 Ski Hill Road

Mr. Mamula: On the Weisshorn, I’m assuming this came to us because it doesn’t have a disturbance envelope. (Ms. Puester: Yes, there is a note on page 11 of the packet (under staff comments) and under Mass on page 10, it notes what was allowed and what was proposed. Staff noted what was allowed under the policy.)

Ms. Dudney: On the setbacks, is the negative points because you have to have 50’ combined setback and they only have 45’ setback, because staff report says side yards are 15’ and 30’? Was going to ask Mr. Greenburg, but he’s not here. I want to correct the staff report, I think there is a typo, its 25’. (Ms. Puester: Yes, its 25’; we will make that change.)

With no requests for call up, the consent calendar was approved as presented.

TOWN COUNCIL REPORT:

Ms. McAtamney:

- Legislative: Made it through the historic connector conversation. Mr. Dudick wanted to ask if we should take a harder look at this policy with regard to the two foot difference, specifically in the one story to one story module. Is two feet enough of a difference? There was agreement that the connector needs to be a less prominent element. Discussion included how new structures should look old but not as old. Ms. Wolfe has a concern about live-ability and function of a new structure if the connector is only one story. (Mr. Mamula: Mr. Dudick’s comments were based on single story to single story; he

would like to see more of a distinction.)

- Temporary Structures did not make it to the agenda based on concern for unintended consequences, people trying to get around the code. We left it as it is for the most part, a few minor changes to come back to us.
- Public Projects: Skate Park: Team Pain will be advisor scheduled to be done by mid-August. Getting pitch field for rugby to be changed to artificial turf this spring. We saw new plans for the North Main pocket park, no name yet for this. Still deciding if this should be a quiet place or a loud place; the designers did a good job joining these. Working to finish up Main Street and the heated test sidewalk along Lincoln and then will look at other steep sidewalks to add this renovation. Renovating Town Hall. Riverwalk is also seeing upgrades. The Arts District continues to go along; the little throne is starting to take shape. The Breckenridge Grand Vacations Community Center is going well and is to get C.O. in October with opening in November.
- Housing / Childcare: Working on modification with agreement for Wellington Neighborhood in regards to Lincoln Park (used to be called the South 40), pricing of deed restricted houses. This will be discussed at Town Council next week. Looked at Ski Resort Master Plan Addendum for Summer Activities; our comments had to do with water quality, sensitive wildlife, like most of the other comments from the community. Talked about condo-hotels again, looking to revise the definition as to what is successful. (Ms. Puester said that staff pulled it off of First Reading and put it on to a work session based on Commission comments.)
- North Roundabout Public Art Recommendation: Four different artists gave different proposals and got a lot of public comment, the pieces most popular by the citizens was not the most appropriate for a roundabout. The Public Art Commission recommended the Paley piece which was the right scale but Council felt that people would still want to get up close and touch it. Eventually decided that none of the pieces were the right thing for the roundabout. Did decide that the Paley piece should be purchased and put somewhere else. Maybe the roundabout is not the best place for a piece of art; this will still be discussed and is evolving. Decided to lower the process for finding a roundabout piece as a priority for the Arts Council.
- GoBreck: BRC update which took us through the “Breck Because” campaign also known as the Chalkboard Campaign. They won a Governor’s award and a national award and an important Social Media award. The Council is feeling very good about where the BRC is going with all of this.
- This Friday there will be a Council Forum with all 8 candidates here in Town Hall.
- The Planning Commission thanked Ms. McAtamney for her 8 years of service and her energy she has shown towards her duties with the Planning Commission.

Ms. Puester asked the Commission if they had any comments for Ms. McAtamney to take back to the Town Council regarding their questions or issues on the connector policy.

Commissioner Questions / Comments on Connector Policy:

Mr. Mamula: You can only go so far with a one to one story structure. Most of the time when this issue comes up it is in regards to building a multiple story to a one story. No one will do a one story new module so it will work. With Ms. Rebecca Waugh’s (former Town Historian) thought on looking different with additions, we have gone so far down the road enough that we have created our own fabric in town we don’t want to connect ultra modern to historic like Aspen. To Ms. Wolfe’s comment if you buy in town you understand that you are restricted with the historic guidelines and that you are foregoing the ability to build big, it’s the character and coziness of the area, big is for Shock Hill or the Highlands. (Ms. McAtamney: I look at other communities and notice how historic houses are placed right next monolithic structures that remind me that we end up with a better product that keeps our Breckenridge charm by maintaining the historic look.)

Ms. Dudney: It is my experience that people feel very strongly about more modern versus historic

appearance of additions one way or another, I would recommend that Council take this very seriously and open it up to public debate so that everyone can give input if we are going to drastically change Planning Commission recommendations.

Mr. Lamb: If you build in the historic district you need to stay in the historic district guidelines and it should look historic.

Mr. Pringle: We may have a solution looking for a problem, the town has done well between making new structures look historic. This was decided when Nore Winter (Winter & Company) wrote the standards.

There were no other Commissioner comments.

TOWN PROJECT HEARINGS:

1) Old Masonic Hall Rehabilitation (MM) PC#2014011, 136 South Main Street

Mr. Mosher presented an application to stabilize, restore and rehabilitate the historic Arbogast Building (aka Masonic Lodge No. 47 or Abby Hall), replace a small addition at the back of the building, and improve the property for inclusion into the Town's Arts District.

This renovation, restoration and addition are compatible with the Core Commercial Character area. Staff had no concerns with the overall application. Staff noted that this application has met all Absolute Policies. For the restoration plans, Staff is suggesting positive six (+6) points be awarded under relative Policy 24, Social Community. Negative three (-3) points are suggested under relative Policy 24, Social Community for the removal of historic fabric on the north wall for the Handicap access. This brings the project to a passing score of positive three (+3) points.

Staff has the following question for the Planning Commission: Would the Commission support positive six (+6) points under Policy 24/R, The Social Community for restoration and preservation of the Old Masonic Hall?

Staff suggested the Planning Commission recommend approval of the Old Masonic Hall Restoration and Rehabilitation, PC#2014011, with the presented Point Analysis and Findings, to the Town Council.

Commissioner Questions / Comments:

Ms. Christopher: Would this sidewalk be considered for heating? (Mr. Mosher: I haven't heard if the budget can include this. I will note.)

Ms. Dudney: Would you consider heating the plaza area? This is an incredible public area for gathering. (Mr. Mosher: This area gets better sun than the sidewalk and may not need snow-melt. This could be brought up for the Council to decide. There is no reason why this couldn't be heated.) (Ms. Janet Sutterley, Architect: The proposed boiler room has ample space for a large enough boiler to heat the outdoor spaces. We are still budgeting some of these items.)

Mr. Mamula: Is the negative three (-3) points the amount we would give for removal of material to other projects? Would it be appropriate add another three points, for covering the east window with the roof form? (Mr. Mosher: There is some precedent for preserving and covering existing windows. The Welcome Center restored two windows in the cabin on the south side that had been covered. Also, a restoration on a house on South Harris Street preserved the window on the outside and blocked half of it on the inside.)

Ms. Dudney: The Jan Radosevich situation couldn't proceed with the renovation as she wanted because of window restrictions. Is this comparable? (Mr. Mosher: No, she wanted to enlarge the historic openings and alter the overall appearance of her historic structure.)

Mr. Lamb: We didn't give points; it violated an absolute and wasn't allowed.

Mr. Pringle: Is the little building on the south side of this building, was that the dentist office? Normally, there would have been windows on the South side that would have been consistent with the

back of the property and it would be natural for there to be windows on the south side which may be more historically correct. I think it would help. (Mr. Mosher: This building stood alone far before the dentist office. If we explore this wall during the restoration and find covered windows we will restore them.) I would like to submit that we consider heating the ADA ramp because there is no sun on that side.

Ms. Janet Sutterley, Architect for the project:

- The Annex building (the small building attached to the south at one time) was built immediately after the Masonic Hall. (Ms. Sutterley showed a picture of the Annex building.) The Annex building was removed in 1959 due to drainage issues into the Masonic Hall to show the South side of the building.
- To address Mr. Mamula's concern, half of the east facing window is already gone, what remains is the top sash of what we think was a double hung window. It isn't like it is a full original double hung right now. The plan is to restore this opening to full height and have it visible inside the building.
- The colored site plan is from the conceptual design and we would like to now show the current site plan to show the retaining wall adjustments. The entry has shifted and the stairs offset the historic corner and allowed for a bigger perch at the southwest corner of the plaza for people to enjoy the view. The height of the retaining wall is 30". There will be planting in between the retaining walls. We won't take any additional room out of the existing sidewalk as this gets crowded now. There will be a fence on the North wall so the neighbors will not have access and there will be nice landscaping in front of the fence.
- The Town is planning to heat the sidewalks on both sides. This is already on the table for discussion, I agree that the ADA ramp would be good, and further study will be done on all of this, because there are big boilers planned for the mechanical room.

Mr. Pringle: Are you going to have to raise the building up? (Ms. Sutterley: The building will be raised to have a solid foundation underneath it but it will be replaced at the same height roughly so also the floor will be lowered slightly for better access but the appearance from the exterior is the same.)

Mr. Mamula: If somebody else was doing this project knowing that the double hung that is really a single hung that will be tampered with, would we award the same points? (Mr. Mosher: It is not a complete loss of fabric, there is restoration and it is reversible, maybe not. Ultimately, the Planning Commission would recommend a change.) (Ms. Sutterley: We will be exposing it on the inside.) I think we would be having an issue if this were a private builder. I want to treat it the same. (Mr. Mosher: The window can be brought back; it isn't being destroyed, just covered. I think the negative three (-3) points is fair. We would suggest the same for a private applicant too.) (Mr. Grosshuesch: There are certain circumstances here such as it being half of the original window and in the back of the building.)

Mr. Butler: I am curious if you bring back other windows on the South side that this would be a fair trade off for the potential covering of this.

Ms. Christopher: I would agree with the negative three (-3) points.

Mr. Schroder: I agree with staff.

Mr. Pringle: I want to make sure that we interpret the code fairly regardless of who the applicant is.

Ms. Dudney: I agree with staff.

Mr. Lamb: I would like to treat the Town the way we would treat anyone else.

Mr. Mamula: I'm satisfied with this as long as staff would treat anyone else like this. I'm ok with dropping the suggestion for negative six (-6) points. Also, if we are going to provide seating at the area off Washington, I think we should do quaint nice Town benches not the boulder seating. (Mr. Mosher: This was only depicted in the early conceptual plan as a possible area. So noted.)

Mr. Lamb opened the hearing to public comment. There was no public in the audience for comment, and the hearing was closed.

Mr. Schroder made a motion to recommend the Town Council approve the positive six (+6) points and the negative three (-3) points that the staff recommended. Ms. Christopher seconded, and the motion was carried unanimously (7-0).

Mr. Schroder made a motion to recommend the Town Council approve the Old Masonic Hall Rehabilitation, PC#2014011, 136 South Main Street, with the presented Point Analysis and Findings. Ms. Christopher seconded, and the motion was carried unanimously (7-0).

OTHER MATTERS:

Ms. Puester: Just a final reminder that the next Planning Commission meeting has been scheduled for 7:00pm on Monday, March 31, due to the Municipal Election on April 1.

ADJOURNMENT:

The meeting was adjourned at 8:10pm.

Jim Lamb, Chair



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: March 19, 2014 for meeting of March 25, 2014

SUBJECT: Policy 80A Connectors- Second Reading

The second reading of the ordinance modifying the Handbook of Design Standards Policy 80A connectors is scheduled for March 25th. This ordinance, if approved, is intended to maintain the distinction and scale between modules within the Conservation District. The connector element is important to the character of the District, ensuring that building masses do not creep up in size and overwhelm the small scale historic building character of the area.

At first reading on March 11th, some Council members asked that the Planning Commission weigh in on three concerns.

1. Concern that there should be more than a 2' height difference in the connector when it is between two-story modules.
2. Concern that a one story connector (13' mean height) does not allow for easy connectivity between two stories and would require a split level design to achieve connecting two floors.
3. Concern on whether new construction within the Conservation District should look different than the historic structures in the area.

Planning Commission Discussion

The Planning Commission discussed the above concerns at its March 18th meeting. Regarding the two-foot height difference, the Commission noted that this case would be unlikely given that new construction would take advantage of the density allowed on site by building taller than one story. They were comfortable with the 2' difference in this case as it would be extremely rare. Secondly, the Planning Commission discussed the livability aspect of a one story connector commenting that because of the intent to truly separate large 2 story modules, the benefit to maintain the separate masses outweighed the ability to connect two floors within the connector. Lastly, with regard to the appearance of new construction within the District, the Commission had concerns with altering new construction to a more modern appearance in the District without taking a larger discussion to the public. (Detailed discussion can be found in the Planning Commission minutes).

There are no changes proposed to the ordinance from first reading. Staff will be available to answer any questions at the meeting and would like to get Town Council direction on the proposed code changes in ~~strike~~ and **bold**.

1 **FOR WORKSESSION/SECOND READING – MAR. 25**

2
3 **NO CHANGE FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 8

9
10 Series 2014

11
12 AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 9 OF THE BRECKENRIDGE
13 TOWN CODE BY AMENDING “THE BRECKENRIDGE DESIGN STANDARDS”
14 CONCERNING CONNECTORS

15
16 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
17 COLORADO:

18
19 Section 1. Section 9-5-3-1 of the Breckenridge Town Code is amended by the addition of
20 a new subsection A.5, which shall read in its entirety as follows:

21
22 A.5 Priority Policy 80A of The “Handbook of Design Standards For the Historic and
23 Conservation District” is amended to read as follows:

24
25 Policy:

26
27 The design standards stipulate that larger masses should be divided into smaller
28 “modules” and be linked with a “connector” that is subordinate to the larger masses. **The**
29 **intent of this policy is to clearly define and separate modules and/or separate a**
30 **historic structure from the new addition.**

31
32 Design Standard:

33
34 P 80A. Use connectors to link ~~smaller~~ **building** modules **in new construction** and for
35 new additions to historic structures.

36
37 **1. The connector and addition should be located at the rear of a building or in the**
38 **event of a corner lot, shall be setback substantially from significant and front**
39 **façades. A minimum of fifteen feet is required from significant front façades.**

40
41 2. The width of the connector ~~should~~ **shall** not exceed two-thirds the **width of the** façade
42 of the smaller of the two modules that are to be linked.

1 3. The wall planes of the connector should be set back from the corners of the modules to
2 be linked by a minimum of two feet on any side.
3

4 4. The larger the masses to be connected are, the greater the separation created by the link
5 should be; a standard connector link of at least half the length of the principal (original)
6 mass is preferred, **a minimum of six feet length is required.** (In addition, as the mass of
7 the addition increases, the distance between the original building and addition should also
8 increase. In general, for every foot in height that the larger mass would exceed that of the
9 original building, the connector length should increase by two feet.)
10

11 5. The height of the connector should be clearly lower than that of the masses to be
12 linked. ~~In general, the ridge line of the connector should be at least two feet less than that~~
13 ~~of the original, principal mass.~~ **The connector shall not exceed one story in height and**
14 **be two feet lower than the ridgeline of the modules to be connected.**
15

16 6. **A connector shall be visible as a connector. It shall have a simple design with**
17 **minimal features and a gable roof form. A simple roof form (such as a gable) is**
18 **allowed over a single door.**
19

20 7. When adding onto a historic building, a connector should be used when the addition
21 would be greater than 50% of the floor area of the historic structure or when the ridge
22 height of the roof of the addition would be higher than that of the historic building.
23

24 Note: The Design Standards for Additions to Existing Buildings, Policies 36-41, also
25 apply.
26

27 Section 2. Section 9-5-3-1(F) of the Breckenridge Town Code is amended to read as
28 follows:
29

30 F. The portion of section 5.2 of the “Breckenridge Design Standards” entitled “Building
31 Materials”, and design standard priority policy 90 of the “Breckenridge Design
32 Standards”, are amended so as to read in their entirety as follows:
33

34 Building Materials

35
36 Policy:

37
38 The major building materials for new structures should appear to be similar to those of
39 historic structures in the area. The most common material on primary structures was
40 painted lap siding with a dimension of roughly 4”- 4 ½”. Secondary structures such as
41 barns and sheds were typically unpainted wood (horizontal lap or vertical board and
42 batten) or corrugated metal sheet siding.
43

44 Design Standard:
45

1 P 90. Use materials that appear to be the same as those used historically.
2

- 3 • New materials that appear to be the same in scale, texture and finish as those
4 used historically may be considered.
5
- 6 • Imitation materials that do not successfully repeat these historic material
7 characteristics are inappropriate.
8
- 9 • For secondary structures **and connector elements (Policies 80A – 80C,**
10 **inclusive)**, stain or paint in appearance similar to natural wood is appropriate.
11 Materials such as stone, brick or masonry wainscoting is inappropriate.
12

13 Section 3. Section 9-5-3-1(G) of the Breckenridge Town Code is amended to read as
14 follows:
15

16 G. The policy portion of section 5.2 of the “Breckenridge Design Standards” entitled
17 “Architectural Details”, and design standards policies 91, 92 and 93 of the “Breckenridge
18 Design Standards”, are amended so as to read in their entirety as follows:
19

20 Architectural Details

21
22 Design Standard:

23
24 91. Use building components that are similar in size and shape to those found historically
25 along the street.
26

- 27 • These include windows, doors and porches.
- 28
- 29 • Building components on secondary structures **and connector elements** should be
30 similar to those on historic secondary structures.
31

32 Policy:

33
34 If ornamental details are to be used that are similar to those used historically, they should
35 appear to be functional in the same manner in which they originally occurred.

36 Ornamental details should appear to perform an obvious function. Traditionally,
37 decorative brackets were used to support overhanging cornices, for example. Today,
38 when such details are applied, they should be used in similar ways.
39

40 Design Standard:

41
42 92. Ornamental elements, such as brackets and porches, should be in scale with similar
43 historic features.
44

- Thin, fake brackets and strap work applied to the surface of a building are inappropriate uses of these traditional details.
- Brackets, porches, long eaves, and other ornamental details or embellishments are inappropriate on secondary structures **and connector elements**.

Policy:

Non-historic, small scale ornamentation should relate to the visual characteristics of neighboring historic buildings. They should be simple in their design.

Design Standard:

93. Avoid the use of non-functional or ornamental bric-a-brac that is out of character with the area and secondary structures.

Section 4. Section 9-5-3-1(H) of the Breckenridge Town Code is amended to read as follows:

H. Priority policy 95 of the “Breckenridge Design Standards” is amended so as to read in its entirety as follows:

Design Standard:

P 95. The proportions of window and door openings should be similar to historic buildings in the area.

- This is an important design standard.
- These details strongly influence the compatibility of a building within its context.
- Large expanses of glass, either vertical or horizontal, are generally inappropriate on commercial or residential buildings. Oversized doors that would create a “grand entry” are also inappropriate.
- Smaller windows with simple window frames are recommended for secondary structures **and connector elements**.

Section 5. Except as specifically amended hereby, the Breckenridge Town Code, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

Section 6. The Town Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)

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

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

8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
10 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
11 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
12 Town.
13

14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation
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19 By _____
20 John G. Warner, Mayor
21

22 ATTEST:
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26 _____
27 Helen Cospolich
28 Town Clerk
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MEMORANDUM

TO: Town Council
FROM: Planning Department
DATE: March 18, 2014 (For the 03/25/14 Town Council Meeting)
SUBJECT: Open House Signs.

This provision of the Sign Code regulates the placement of real estate open house signs. The issue with this section of the Code that generates the most discussion has to do with the provision that allows off site placement of as many as three directional signs for open house events. Previous versions of this provision all contained “sunset” clauses as further discussed below.

Item History

On December 9, 2008 the Town Council directed the Department of Community Development to prepare amendments to Chapter 2 of Title 8 of the Breckenridge Town Code, known as the “Breckenridge Sign Ordinance”, to update the Town’s regulations concerning open house signs, which allowed for up to three off-site directional signs. The Council adopted the updated Ordinance on March 24, 2009, with a one-year sunset provision written into the Ordinance. Per Section 8, of Ordinance No. 9, 2009, this ordinance was set to be repealed effective April 1, 2010.

On February 9, 2010 the Town Council extended the Ordinance for another twelve-months, until April 1, 2011. On March 8, 2011, the Council considered making the Ordinance permanent, but decided instead to adopt the Ordinance with a three year sunset provision that is due to expire on April 1, 2014.

Analysis

The main provisions of the ordinance controlling the off-site directional signs, limit the number of those signs to three; limit their sizes (to 4 sq. ft.) and height (to 5 ft.); limit the duration of time in which they may be displayed (no more than three consecutive days, between the hours of 8:00 AM and 8:00 PM); prohibit any other decorations such as balloons and banners; and standardize the background color to be burgundy. The Ordinance still seems to be working well with only a few Code Enforcement actions. The Real Estate Brokers have done a good job of self-policing on this issue (as they committed to do at previous public hearings on the matter), and therefore staff is recommending that we continue to allow these off site directional signs. The question for Council is, how long do we want to continue “test driving” the provision allowing for three off site directional signs?

We have included an ordinance for first reading that makes only one change, and that is to extend the sunset provision for another three years. The Council, of course, has the option to adopt the ordinance without the sunset provision. We point out that the Council can always repeal this ordinance in the future, or make other changes to the policy if new problems should arise with the offsite (or any other) provision.

Council Action

Does the Council wish to eliminate the sunset provision, or adopt it as drafted with a 3 year extension?

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

Open House Sign Code Provisions (in it's entirety for reference purposes only)

I. For Sale/For Rent/Open House/Model Open Signs: "For sale", "for rent", "open house", and "model open" signs, subject to the following limitations:

1. Within the conservation and historic districts, one "for sale" or "for rent" sign may be displayed on each lot, in addition to one on site "open house" sign; provided, however, that if two (2) or more contiguous lots are held in common ownership only one "for sale" or "for rent" sign shall be displayed with respect to all of such lots.
2. Outside of the historic district, one "for sale" or "for rent" sign may be displayed on each lot.
3. "For sale" signs shall not be larger than four (4) square feet per side; "for rent" signs shall not be larger than one square foot per side. No "for sale" sign shall be located off the real property which is for sale. However, in cases where a condominium or townhouse footprint lot is for sale and no private land outside of the boundaries of the unit is associated with the sale of the real property, one additional "for sale" sign may be located on common property, with approval of the homeowners' association.
4. "For sale" and "for rent" signs shall be removed within five (5) days after the sale or rental of the subject real property.
5. A "model open" sign shall be allowed with the same limitations as an "open house" sign.
6. "Open house" signs are subject to the following limitations:
 - a. Location Of Open House Signs:
 - (1) No off site directional open house sign is allowed anywhere within the conservation and historic districts.
 - (2) No open house sign is allowed within the rights of way of Park Avenue and Main Street within the town.
 - (3) No open house sign may be placed on the paved driving surface of any town street, or on any public sidewalk.
 - (4) No open house sign may obstruct any public street, sidewalk, recreational path or any public snow removal operations.
 - (5) An on site open house sign must be located on the real property being shown for sale or rental at the open house event. No on site open house sign may be located off site (including at off site real estate offices and off site sales centers).
 - (6) No open house sign is allowed within any designated public pedestrian area.
 - (7) No open house sign may be located on private property without the consent of the property owner.
 - b. Number Of Signs:
 - (1) Not more than three (3) open house directional signs per real property for sale or for rent may be placed within any town right of way or located at an off site private property.
 - (2) Not more than one directional open house sign may be placed pointing in each direction at each intersection of town streets.

- c. Area: The maximum sign area of an open house sign is four (4) square feet.
- d. Height: The height of an open house sign may not exceed five feet (5') as measured from the top of the sign to the grade at the base of the sign.
- e. Display Duration:
 - (1) An open house sign may only be displayed beginning up to one hour before the start of the open house, and must be removed no later than one hour after the conclusion of the open house.
 - (2) An open house sign may only be displayed between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M. each day.
 - (3) An open house sign may not be displayed for more than three (3) consecutive days.
- f. Lighting: An open house sign may not be lighted.
- g. Attention Getting Devices: No flags, pennants, banners, bunting, balloons, or any other similar item may be attached to an open house sign.
- h. Color: The background color of each open house sign shall be burgundy color. The lettering of each open house sign shall be white.
- i. Logo: A logo or name of the real estate company or agent conducting the open house, not larger than nine inches by six inches (9" x 6") in area, may be placed on each open house sign.
- j. Town Not Liable: The town is not liable for damage done to an open house sign that is located within a public right of way. (Ord. 9, Series 2009⁴)

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

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MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: March 16, 2014 for meeting of March 25, 2014

SUBJECT: Policy 36 Temporary Structures- First Reading

The Temporary Structures Policy in the Development Code was reviewed by staff and the Planning Commission to address the types of temporary structures which are common occurrences in town. The intent was to draft a policy that would avoid having to process variances and development agreements on small and temporary structures.

Staff presented the Planning Commission's recommendation for modifications to the Temporary Structures Policy at the March 11th Town Council meeting. The Commission's recommendations would have resulted in 1) allowing temporary structures for various uses, 2) not requiring an active building permit on the property which replaces the use proposed for the temporary structure, 3) allowing structures for up to 3 years, and other minor modifications. However, at that meeting, the Town Council voiced a preference for maintaining control over future temporary structures rather than accepting the recommendations as presented.

The Town Council directed staff to revise the Policy removing the majority of recommended changes with the exception of the two provisions below.

The primary changes to the Policy include:

- Prohibiting temporary structures (not associated with special events) within the Conservation District.
- Moving the provision on "construction trailers" from the Policy 36 Temporary Structures to Policy 29 Construction Activities.

An item not discussed by the Town Council at the previous meeting which has been brought forth is to accommodate an existing use for which the seasonal noncommercial greenhouse code provision was written for (Fatty's Restaurant seasonal noncommercial greenhouse):

- Clarifying language to allow seasonal noncommercial structures in the Conservation District and the placement of such structures.

Staff has attached the proposed policy for first reading as directed by the Town Council attached in ~~strike~~ and **bold**. Staff will be available at the meeting for any questions that Council may have.

1 **FOR WORKSESSION/FIRST READING – MAR. 25**

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2014

9
10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 9 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING TEMPORARY STRUCTURES

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

15
16 Section 1. Item C of the definition of “Class C Development” in Section 9-1-5 of the
17 Breckenridge Town Code is amended to read as follows:

- 18
19 C. Temporary structures ~~and uses greater than three (3) days in duration~~ **to be used**
for longer than three (3) days.

20
21 Section 2. Item H of the definition of “Class D - Minor Development” in Section 9-1-5 of
22 the Breckenridge Town Code is amended to read as follows:

- 23
24 H. Temporary structures ~~or events of three (3) days or less in duration~~ **to be used for**
three (3) days or less.

25
26 Section 3. The definition of “Temporary Structure” in Section 9-1-5 of the Breckenridge
Town Code is amended to read as follows:

TEMPORARY STRUCTURE: ~~A structure other than a vendor cart, or construction trailer, intended to be utilized for a specified period of time of not less than four (4) days nor more than two (2) years that is not intended as a permanent structure, and does not provide a permanent foundation or underground utilities.~~ **A structure, other than a vendor cart, construction trailer, or seasonal noncommercial greenhouse, that is not designed as a permanent structure, but is instead designed to be utilized only for a specified and limited period of time of not more than two (2) years.**

27
28 Section 4. Policy 9-1-19-36A of the Breckenridge Town Code, entitled “Policy 36
29 (Absolute) Temporary Structures,” is amended to read as follows:
30

1 9-1-19-36A: POLICY 36 (ABSOLUTE) TEMPORARY STRUCTURES:
2

3 **A. The placement of temporary structures within the Conservation District**
4 **is prohibited, except when authorized by a special event permit issued**
5 **pursuant to Chapter 13, Title 4 of this Code.**

6 **B.** The placement of temporary structures ~~within the town~~ **outside of the**
7 **Conservation District** is strongly discouraged.

8 Temporary Structures Or Uses: Temporary structures as defined in section 9-1-5
9 of this chapter are subject to the following conditions:

10 (1) Temporary structures shall only be utilized to replace an existing structure being
11 demolished on site while a new, permanent structure on the same site is being
12 constructed.

13 (2) The temporary structure shall have no greater floor area than the structure it is
14 temporarily replacing.

15 (3) The temporary structure shall not be placed on site until a building permit has been
16 issued for the new structure, and shall be removed once a certificate of occupancy for
17 the new structure has been issued.

18 (4) The holder of the development permit for a temporary structure shall provide a
19 monetary guarantee to the town, in a form acceptable to the town attorney, ensuring
20 the complete removal of the structure, site cleanup, and site revegetation, once a
21 certificate of occupancy for the new structure has been issued. In addition, the holder
22 of the development permit shall enter into an agreement with the town authorizing the
23 town to take possession of the temporary structure and to dispose of the structure,
24 without the town being accountable for any damages for the loss or destruction of the
25 structure, if the permit holder fails to remove the structure within a reasonable period
26 of time after a certificate of occupancy for the new structure has been issued.

27 B. Other Permitted Temporary Structures: Subsection A of this section does not prohibit
28 temporary tents, air structures, or other similar temporary structures that are not
29 designed and intended for office, retail, industrial or commercial uses, and such
30 temporary structures may be approved subject to all other relevant development code
31 policies.

32 ~~C. Temporary Construction Trailers: Temporary construction trailers may be utilized for~~
33 ~~storage or office uses during the construction of a project within the town. The~~
34 ~~construction trailer's location, size and general design shall be disclosed to the town~~
35 ~~as a component of the construction staging plan as required by section 9-1-19-29A,~~
36 ~~"Policy 29 (Absolute) Construction Activities", of this chapter. Construction trailers~~
37 ~~shall not be placed on site prior to the issuance of a building permit and shall be~~
38 ~~removed upon issuance of a certificate of occupancy.~~

39 ~~DC. Seasonal Noncommercial Greenhouses: Seasonal noncommercial greenhouses are~~

1 not temporary structures but may be allowed when they meet the following criteria
2 subject to the following conditions:

- 3 (1) A seasonal noncommercial greenhouse may be erected and operated only from May 1
4 to July 1 of the same year. Not later than July 2, the seasonal noncommercial
5 greenhouse (including frame) shall be completely removed from its location;
- 6 (2) A seasonal noncommercial greenhouse shall not exceed five hundred (500) square
7 feet in size;
- 8 (3) A seasonal noncommercial greenhouse shall be located in the rear or side yard
9 insofar as practical.
- 10 (4) A seasonal noncommercial greenhouse shall not be placed on a permanent
11 foundation;
- 12 (5) A seasonal noncommercial greenhouse shall be constructed of materials which, taken
13 as a whole, give the appearance of a unified and coordinated design;
- 14 (6) A seasonal noncommercial greenhouse shall be maintained at all times in a neat and
15 orderly condition;
- 16 (7) All materials related to the operation of a seasonal noncommercial greenhouse shall
17 be stored within the greenhouse. The outdoor storage of such materials is prohibited;
18 and
- 19 (8) If a seasonal noncommercial greenhouse is located on land normally used for required
20 off street parking, the greenhouse shall not occupy more than two (2) parking spaces.

21
22 A seasonal noncommercial greenhouse authorized by a permit issued under this
23 policy ~~shall~~ does not count as density or mass.

24
25 The director ~~of the department of community development~~ shall not collect an
26 application fee in connection with a class D development permit application to
27 construct a seasonal noncommercial greenhouse which is submitted by the owner of a
28 single-family residential structure.

29 Section 5. Policy 9-1-19-29A of the Breckenridge Town Code, entitled “Construction
30 Activities,” is amended by the addition of a new Subsection K as follows:

- 31
32 K. Temporary Construction Trailers: Temporary construction trailers may be utilized for
33 storage or office uses during the construction of a permanent project within the
34 town. The construction trailer’s location, size and general design shall be disclosed to
35 the town as a component of the construction staging plan as required by section 9-1-
36 19-29A, “Policy 29 (Absolute) Construction Activities”, of this chapter. Construction
37 trailers shall not be placed on site prior to the issuance of a building permit and shall
38 be removed upon issuance of a certificate of occupancy.

Memorandum

TO: Town Council

FROM: Tom Daugherty, Public Works Director

DATE: 3/19/2014

RE: Peak 8 PIF Deferral Agreement

Normally Plant Investment Fees (PIFs) are paid at the time of issuance of a building permit. Section 12-4-9 of the Town code allows PIFs to be deferred. When requested, the Town Council may approve the deferral when there is substantial public benefit.

Peak 8 Properties, LLC has requested to defer PIF payment to coincide with their construction phasing plan. This plan would pay the PIFs as follows:

1. Phase one - Time of building permit for the project
2. Phase two - Time of CO for phase one or May 1, 2016, whichever comes first.
3. Phase three - Time of CO for phase two or May 1, 2017, whichever comes first.

The Town previously deferred PIF payments for the Peak 7 project which was similar to this proposal. The public benefit for the Peak 7 agreement was a donation towards the construction of the Riverwalk roof project of \$25,000. This agreement proposes a public benefit of \$36,776.00 towards an art piece in the Main Street Park. The amount of public benefit is 7.2% of the PIF deferral value which is based on the ratio established in the Peak 7 PIF deferral agreement.

The actual PIF amount paid for phase two and three will be based on the actual PIF rate when the PIF is paid. They will also be required to provide a letter of credit to the Town in the amount of the current PIF value for phase two and three.

If you have any questions I will be at the work session.

1 ***FOR WORKSESSION/ADOPTION – MAR. 25***

2
3 RESOLUTION NO. _____

4
5 SERIES 2014

6
7 A RESOLUTION AUTHORIZING THE DEFERRAL OF PLANT INVESTMENT FEES
8 PURSUANT TO SECTION 12-4-9 OF THE BRECKENRIDGE TOWN CODE
9 (Peak 8 Properties, LLC - Lot 2, Peak 8 Subdivision)

10
11 WHEREAS, Peak 8 Properties, LLC, a Colorado limited liability company
12 (“**Developer**”), is developing a phased development at the base of Peak 8 pursuant to
13 Development Permit No (“**Project**”); and

14
15 WHEREAS, Developer is the owner of the following real property located in the Town
16 of Breckenridge, Summit County, Colorado:

17
18 Lot 2, A Subdivision Plat of the Remainder of Tract C, Peak 8
19 Subdivision, Filing No. 1, As Shown on the Plat Recorded May 15,
20 2013, Under Reception No. 1026374, County of Summit, State of
21 Colorado ; also known as 1627 Ski Hill Road, Breckenridge,
22 Colorado 80424 (“**Property**”)

23 ; and

24
25 WHEREAS, Developer intends to construct a resort project known as Breckenridge
26 Grand Vacations Peak 8 on the Property (“**Project**”); and

27
28 WHEREAS, the Project will consist of 150 residential condominium units, two
29 commercial units, and common amenities such as a swimming pool; and

30
31 WHEREAS, the Project will be constructed in phases; and

32
33 WHEREAS, pursuant to Section 12-4-3 of the Breckenridge Town Code payment of the
34 PIFs are normally due at the time of the issuance of a building permit; and

35
36 WHEREAS, Developer has applied for a building permit for the entire Project, but
37 wishes to defer payment of the water Plant Investment Fees (“**PIFs**”) on Phase Two and Phase
38 Three of the Project; and

39
40 WHEREAS, Developer has requested the Town to defer payment of the PIFs for Phase
41 Two and Phase Three of the Project upon certain terms and conditions; and

42
43 WHEREAS, Developer has agreed to contribute the sum of \$36,776.00 for use by the
44 Town in connection with its Main Street Park project as the substantial public benefit required by
45 Section 12-4-9(A)(3) of the Breckenridge Town Code; and

1
2 WHEREAS, the Town Council finds, determines, and declares that the Project satisfies
3 the requirements of Section 12-4-9(A)(3) of the Breckenridge Town Code, and that the
4 Developer’s request to defer payment of the PIFs for Phase Two and Phase Three of the Project
5 should be granted, subject to certain terms and conditions; and
6

7 WHEREAS, a proposed “Breckenridge Grand Vacations PIF Deferral Agreement”
8 between the Town and the Developer has been prepared, a copy of which is marked **Exhibit**
9 **“A”**, attached hereto and incorporated herein by reference (“**Agreement**”); and
10

11 WHEREAS, the Town Council has reviewed the proposed Agreement, and finds and
12 determines that it would be in the best interests of the Town and its residents for the Town to
13 enter into the proposed Agreement; and
14

15 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
16 resolution may be used to approve a contract.
17

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

21 Section 1. The “Breckenridge Grand Vacations PIF Deferral Agreement” between the
22 Town and Peak 8 Properties, LLC, a Colorado limited liability company (**Exhibit “A”** hereto) is
23 approved; and the Town Manager is authorized, empowered, and directed to execute such
24 agreement for and on behalf of the Town of Breckenridge.
25

26 Section 2. Minor changes to or amendments of the approved agreement may be made by
27 the Town Manager if the Town Attorney certifies in writing that the proposed changes or
28 amendments do not substantially affect the consideration to be received or paid by the Town
29 pursuant to the approved agreement, or the essential elements of the approved agreement.
30

31 Section 3. This resolution is effective upon adoption.
32

33 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2014.
34
35

36 TOWN OF BRECKENRIDGE
37

38 ATTEST:
39

By: _____
John G. Warner, Mayor
40

41 _____
42 Helen Cospolich
43 Town Clerk
44

BRECKENRIDGE GRAND VACATIONS
PIF DEFERRAL AGREEMENT

THIS BRECKENRIDGE GRAND VACATIONS PIF DEFERRAL AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2014, between the Town of Breckenridge, a Colorado municipal corporation (“**Town**”), and Peak 8 Properties, LLC, a Colorado limited liability company (“**Peak 8**”).

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties:

(a) Peak 8 is the owner of the following real property located in the Town of Breckenridge, Colorado:

Lot 2, A Subdivision Plat of the Remainder of Tract C, Peak 8 Subdivision, Filing No. 1, As Shown on the Plat Recorded May 15, 2013, Under Reception No. 1026374, County of Summit, State of Colorado ; also known as 1627 Ski Hill Road, Breckenridge, Colorado 80424 (“**Property**”)

(b) Peak 8 intends to construct a resort project known as Breckenridge Grand Vacations Peak 8 (“**Project**”) on the Property. The Project will consist of 150 residential condominium units, two commercial units, and common amenities such as a swimming pool.

(c) The Project will be constructed in three phases. Phase One will contain 50 residential units, commercial units and common amenities. Phase Two will contain 40 residential units, commercial units and common amenities. Phase Three will contain 60 residential units.

(d) Pursuant to Section 12-4-3 of the Breckenridge Town Code payment of the water Plant Investment Fees (“**PIFs**”) for the Project would normally be due to the Town at the time of the issuance of a building permit.

(e) Peak 8 has applied for a building permit for the entire Project (“**Building Permit**”) on January 16, 2014, but wishes to defer payment of the PIFs for Phase Two and Phase Three.

(f) The Town has agreed to defer a portion of the PIFs due from Peak 8 based on the phasing of construction of the Project, provided that payment of all of the PIFs for the Project are fully secured as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Deferred Payment of PIFs. The PIFs which are due to the Town for the Project as calculated pursuant to the Town's Water Ordinance and based on the information available as of the date of this Agreement are as follows:

(a) The PIFs due for Phase One are based on 59.23 Single Family Equivalents ("SFEs") Peak 8 shall be obligated to pay to the Town the sum of \$342,780.91 for the PIFs on Phase One on or before March 31, 2014, or prior to obtaining the Building Permit, whichever occurs first.

(b) The PIFs due for Phase Two are based on 33.66 SFEs. Unless sooner paid by Peak 8, the Phase Two PIFs shall be paid by Peak 8 to the Town upon the issuance of a Certificate of Occupancy for Phase One, or May 1, 2016, whichever occurs first ("**Phase Two Deferred PIFs**"), at the then-current PIF rate as of the date of payment. As of the date of this Agreement the current cost of PIFs for Phase Two is \$194,807.09, which amount has been used for calculating the Public Benefit as described in Section 2.

(c) The PIFs due for Phase Three are based on 54.60 SFEs. Unless sooner paid by Peak 8, the Phase Three PIFs shall be paid by Peak 8 to the Town on the issuance of a Certificate of Occupancy for Phase Two, or May 1, 2017, whichever occurs first ("**Phase Three Deferred PIFs**"), at the then-current PIF rate as of the date of payment. As of the date of this Agreement the current cost of PIFs for Phase Three is \$315,970.20, which amount has been used for calculating the Public Benefit as described in Section 2.

(d) The actual sum due for the PIFs to the Town for the Project shall be determined based on final construction drawings, and any approved changes to the Project, and shall be computed at the then-current rate as of the date of payment.

2. Substantial Public Benefit. As a substantial public benefit to the Town, at the time of execution of this Agreement Peak 8 has contributed the sum of \$36,776.00 (which is 7.2% of the total of the Phase Two Deferred PIFs and the Phase Three Deferred PIFs) for an art piece in the Main Street Park project. Town acknowledges receipt of such funds.

3. Security for Payment of PIFs. As security for the payment of the Phase Two Deferred PIFs and the Phase Three Deferred PIFs, at the time that the PIFs for Phase One are paid, Peak 8 shall deliver to the Town two Irrevocable Letters of Credit in the form attached hereto, one in the sum of \$194,807.09 valid through May 1, 2016, and one in the sum of \$315,970.20, valid through May 1, 2017.

4. Personal Obligation of Peak 8. Notwithstanding the posting of the Letter of Credit, Peak 8 shall be personally liable for any amounts due in connection with the payment of the Phase Two Deferred PIFs and the Phase Three Deferred PIFs or under the terms of this Agreement.

5. Burden and Benefit to Run with Land and Successors. The deferral of the payment of water PIFs as provided herein shall be deemed to be a benefit and burden to the Property. This Agreement shall run with the Property and be binding upon Peak 8, its successors and assigns.

MEMORANDUM

TO: Breckenridge Town Council

FROM: Laurie Best, Community Development Department

DATE: March 18, 2014 (for March 25th meeting)

RE: Wellington Neighborhood Pricing Formula and Income Testing Modifications

A RESOLUTION APPROVING A THIRD AMENDMENT TO ANNEXATION AGREEMENT WITH UNION MILL, LLC. (The Wellington Neighborhood)

A RESOLUTION APPROVING THE “AMENDED AND RESTATED PHASE II WELLINGTON NEIGHBORHOOD EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT”

Two Resolutions are scheduled for your consideration on March 25th. Both Resolutions concern the pricing formula and income testing provisions for Wellington Neighborhood. Staff has been working with the developer on these issues since they began planning for the final phase of the Neighborhood back in early 2013, but we just recently came to agreement on the specific changes. The changes that are proposed include:

- developer to utilize a fixed interest rate of 6.5% (instead of the current rate) in setting the initial sale price for the remaining 62 deed restricted units (the only exception is 14 single family homes that will be priced for households earning less than 100% AMI where the fixed rate will be 5%)
- developer to include a carport in the initial sale price for the 15 units that will be priced for households earning less than 80% AMI (the carport may not be included as a Capital Improvement)
- in pricing the 3 bedroom units, the developer shall use the AMI for a 4.5 person household size (based on 1.5 persons per bedroom)
- developer to utilize 2014 AMI or current AMI, whichever is greater in setting initial sale price
- the cap for income tested units will be changed from 80% and 110% AMI respectively to 90% and 150-180% AMI (the income test still applies to all units price under 100% AMI)

Staff has reviewed these proposed changes with the Housing Committee and believes that the changes to the pricing formula will bring the Wellington Neighborhood formula more in line with pricing formulas that have been required in other recent projects and will result in lower initial sale prices that will keep units more affordable over time. In addition, the changes to the income cap will expand the pool of qualified buyers for new income tested units (which should help the developer attract buyers at the initial sale) and for the resale of existing income tested units (which should help all owners of income tested units). Staff and the Committee support the

changes as proposed and recommend approval of the Resolutions. Additional background and detail is provided below in regard to the proposed changes.

Background:

Wellington Neighborhood was approved in 1999 when the first 122 units were authorized and affordability benchmarks were established for the deed restricted units. Both the original annexation agreement and the original restrictive covenant included the pricing formula that would be used to calculate the maximum price that the developer could charge for the deed restricted units. Since affordability is impacted by household income, interest rates, loan terms, etc. the formula was very specific to insure that the initial sale prices would be affordable to the specific income targets. In 2006 the annexation agreement was modified to allow the final 160 units. There were no changes at that time to the pricing formula but income testing was added as a condition for 63 units that would be targeted to 80% and 100% AMI households. Some issues have changed since the formula was developed in 1999, and staff and the developer both felt that it would be beneficial to make some adjustments for the final buildout which is now in sight. The changes are described below and are also shown on the attached matrix which compares the current entitlements to the proposed changes.

Pricing Formula Changes:

Interest Rates

One of the elements of the Wellington pricing formula that has been a concern is the ability of the developer to use current interest rates when pricing units. When rates are low the developer can sell units for a higher price because the mortgage is more affordable. As rates increase that sale price becomes unaffordable to the initial income target. For that reason the Town has required recent developments to utilize a fixed rate of 6.5% which is higher than the current rates and helps insure the units stay affordable to the initial income target longer, at least until rates rise to that level. For example, a 6.5% interest rate was used to set pricing at Valley Brook Neighborhood and is also included in the Maggie Placer project. The developer of Wellington Neighborhood has agreed to use a fixed rate of 6.5% (instead of current rates) for 48 of the 62 units that he still has to build. This could drop the initial sale price by about \$60,000 for each of the fifteen 80% AMI units and by up to \$96,000 for each of the thirty three 100% and 120% AMI units that are yet to be constructed. Under the proposal, the developer would also fix the interest rate for the final fourteen 100% AMI units at 5% which will enable him to build small single family homes instead of double homes and still drop the initial price of those units by about \$16,000 each based on today's rates.

Capital Improvements for 80% AMI units

In addition to setting the fixed interest rate in the pricing formula, the developer has also agreed to include carports in the initial sale price for all fifteen of the 80% units, so the carports will not be added as Capital Improvements. This improves the initial affordability of these units, insures that all 80% units get a carport, and reduces the likelihood that those units will become unaffordable to the income target over time.

AMI

Other changes to the pricing formula that have been requested as part of this package include the ability to use the AMI for a 4.5 person household (instead of a 4 person household) for 3 bedroom units. This is consistent with the formula that was applied to Valley Brook Neighborhood and Maggie Placer where 1.5 persons per bedroom is the standard assumption. The last change to the pricing formula is a request from the developer to establish a floor for the AMI, so he would never be required to use an AMI lower than the 2014 AMI. Since the developer is now establishing the project proforma for the final phase of the project, which is expected to be built out within 3-5 years, one of his goals in making all of these changes is to minimize other risks that could further reduce his price points/revenue. A floor on the AMI would protect his pricing in the event AMI goes down. Staff believes that the benefits associated with the fixed interest rates and lower initial prices are significant enough to justify this concession.

Staff supports these changes to the pricing formula because it brings the Wellington Neighborhood formula more in line with the formula that has been applied to other recent projects and because the sale prices for most of the units, particularly the 80% AMI units, which will be constructed first with carports, should be considerably lower than would be permitted under the current formula.

Income Testing:

Another issue that has been a concern in Wellington Neighborhood is the income caps. In 2006 income testing was added as a requirement for 63 units that are targeted to 80% and 100% AMI households. The income caps were set at 80 or 90% for the 80% AMI units and at 110% for the 100% AMI units. The intent was to insure that the units were sold to buyers who met the targets and not to buyers that could afford market units or higher priced units. Eighteen of these income tested units have already been developed/sold and forty five of the units in the final phase will also be income tested. It is recognized that income testing limits the pool of qualified buyers both for the developer at initial sale and for subsequent owners at the time of resale. There are also concerns that units that have already been built and sold based on low interest rates will not be affordable to the income target when rates rise. Therefore, the developer has requested that the cap for 80% units be set at 90% and the cap for the 100% units be changed from 110% AMI to 150-180% AMI. The income cap for the 100% double homes would be set at 150% AMI and the income cap for the 100% small single family homes would be set at 180%.

Staff supports the change to the income cap as it provides some additional flexibility and increases the pool of qualified buyers while still insuring that the deed restricted units in the Neighborhood serve the needs of the local workforce who cannot afford market units.

Summary:

Staff recommends approval of the Resolutions which amend the Annexation Agreement and the Restrictive Covenant to implement the changes that are presented above. Staff will be available at your meeting to review/ discuss these changes.

Lincoln Park at the Wellington Neighborhood
Proposed Changes to Pricing Formula
11-Mar-14

<u>Issue</u>	<u>Pricing Guidelines 2006 Annex Amend</u>	<u>Proposed Revision</u>
Under 80% AMI 3 bedroom Units (15 Units)		
Pricing Formula	Floating rate, current 4.29%	Fixed rate, 6.5%
Income Testing	90% AMI	90% AMI
Target Price (1)	\$333,496	\$272,900
Car Ports	Upgrade option	Included
Under 100% AMI, 2 Bedroom Units (16 units)		
Pricing Formula	Floating rate, current 4.29%	Fixed rate, 6.5%
Income Testing	110% AMI	150% AMI
Target Price	\$430,180	\$336,406
Under 100% AMI, 3 Bedroom SF Units (14 units)		
Pricing Formula	Floating rate, current 4.29%	Fixed rate, 5%
Income Testing	110% AMI	180% AMI
Target Price	\$430,180	\$414,231
Under 120% AMI (17 units)		
Pricing Formula	Floating rate, current 4.29%	Fixed rate, 6.5%
Income Testing	n/a	n/a
Target Price	\$526,864	\$430,499
AMI Annual HUD Adjustment	Float	2014 floor

Notes:

1. Current Wall Street Journal 30 year fixed index at 4.29%.
2. Assumes 4 person household AMI for each category (2014 \$90,800);
- 3 bedroom or larger homes shall use 4.5 person household AMI (2014 \$94,500).

1 **FOR WORKSESSION/ADOPTION – MAR. 25**

2
3 RESOLUTION NO. ____

4
5 SERIES 2014

6
7 A RESOLUTION APPROVING A THIRD AMENDMENT TO ANNEXATION
8 AGREEMENT WITH UNION MILL, INC.
9 (The Wellington Neighborhood)

10
11 WHEREAS, the Town and Brynn Grey V, LLC, a Colorado limited liability company,
12 entered into that certain Annexation Agreement dated August 24, 1999 and recorded in the
13 Summit County, Colorado real estate records on October 18, 1999 at Reception No. 608041
14 (“**Annexation Agreement**”); and

15
16 WHEREAS, Union Mill, Inc., a Colorado corporation (“**Union Mill**”), is the successor in
17 interest to Bryn Grey V, LLC, a Colorado limited liability company; and

18
19 WHEREAS, the Annexation Agreement pertains to the annexation to the Town and
20 development of the project known as the “Wellington Neighborhood;” and

21
22 WHEREAS, the Annexation Agreement was previously amended by that Amendment to
23 Annexation Agreement dated February 28, 2006 and recorded in Summit County, Colorado real
24 estate records on March 22, 2006 at Reception No. 817872 (“**First Amendment**”); and

25
26 WHEREAS, the Annexation Agreement was further amended by that Second
27 Amendment to Annexation Agreement dated November 23, 2010 and recorded in Summit
28 County, Colorado real estate records on December 28, 2010 at Reception No. 954419; and

29
30 WHEREAS, the Town and Union Mill have agreed in principal to the terms of an
31 “Amended and Restated Phase II Wellington Neighborhood Employee Housing Restrictive
32 Covenant and Agreement” that would modify the Affordability Benchmarks and the calculation
of the purchase price affordability; and

33
34 WHEREAS, the Affordability Benchmarks attached as Exhibit A to the First Amendment
35 and the purchase price affordability calculations included as part of both Exhibit A and Exhibit B
36 to the First Amendment must be modified before the Amended and Restated Phase II Wellington
Neighborhood Employee Housing Restrictive Covenant and Agreement can be approved; and

37
38 WHEREAS, the Town has determined that it would be in the best interest of the public
39 health, safety, and welfare of its citizens to further amend the Annexation Agreement; and

40
41 WHEREAS, the Union Mill and Town have come to agreement on the terms and
42 conditions of a third amendment to the Annexation Agreement, all as more fully set forth in the
43 proposed “Third Amendment to Annexation Agreement,” a copy of which is marked **Exhibit**
“A”, attached hereto, and incorporated herein by reference; and

1
2 WHEREAS, the Town Council has reviewed the proposed “Third Amendment to
3 Annexation Agreement,” and finds and determines that the approval of such agreement would be
4 in the best interests of the Town and its citizens.

5
6 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
7 BRECKENRIDGE, COLORADO:
8

9 Section 1. The “Third Amendment to Annexation Agreement” between the Town and
10 Union Mill, Inc., a Colorado corporation (**Exhibit “A”** hereto), is approved, and the Town
11 Manager is authorized to execute such document for and on behalf of the Town of Breckenridge.
12

13 Section 2. This resolution is effective upon adoption.
14

15 RESOLUTION ADOPTED AND APPROVED THIS ____ DAY OF _____, 2014.
16

17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation
19
20
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22 By: _____
23 John G. Warner, Mayor
24

25 ATTEST:
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30 _____
31 Helen Cospolich
32 Town Clerk
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34 APPROVED IN FORM
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38 _____ date
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THIRD AMENDMENT TO ANNEXATION AGREEMENT

This Third Amendment to Annexation Agreement (“Third Amendment”) is made and entered as of the ____ day of March, 2014 by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, (“Town”) and UNION MILL, INC., a Colorado corporation, (“Owner”) to amend the Annexation Agreement dated August 24, 1999 and recorded in the Summit County, Colorado real estate records on October 18, 1999 at Reception No. 608041 (“Annexation Agreement”), as amended by the Amendment to Annexation Agreement dated February 28, 2006 and recorded in the Summit County, Colorado real estate records on March 22, 2006 at Reception No. 817872 (“First Amendment”) and by the Second Amendment to Annexation Agreement dated November 23, 2010 and recorded in the Summit County, Colorado real estate records on December 28, 2010 at Reception No. 954419 (“Second Amendment”).

WHEREAS, the Town and the Developer have agreed in principal to the terms of an Amended and Restated Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement that would modify the Affordability Benchmarks and the calculation of the purchase price affordability; and

WHEREAS, the Affordability Benchmarks attached as Exhibit A to the First Amendment and the purchase price affordability calculations included as part of both Exhibit A and Exhibit B to the First Amendment must be modified before the Amended Covenant can be approved; and

WHEREAS, the Town has determined that it would be in the best interest of the public health, safety and welfare of its citizens to further amend the Annexation Agreement; and

WHEREAS, Owner and Town have come to agreement on the terms and conditions of this further amendment to the Annexation Agreement, all as fully set forth hereafter.

NOW, THEREFORE, in consideration of the recitals, promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** Except as specifically modified by this Third Amendment, all other terms and conditions of the Annexation Agreement, First Amendment and Second Amendment shall remain in full force and effect, and all capitalized terms used herein shall have the same meaning as provided in the Annexation Agreement, First Amendment and Second Amendment, unless otherwise defined herein.

2. **AFFORDABILITY BENCHMARKS.** Exhibit A to the First Amendment is hereby deleted in its entirety and Exhibit A to this Third Amendment is substituted in its place.

3. **ABSOLUTE REQUIREMENTS.** Exhibit B to the First Amendment is hereby deleted in its entirety and Exhibit B to this Third Amendment, which new Exhibit B contains the same number of units in each of the under 80%, under 100%, under 120% and under 150% purchase price affordability categories, is substituted in its place. The purchase price affordability calculations for determining compliance with the absolute requirements for each of

the under 80%, under 100% under 120% and under 150% categories shall be the calculations set forth in Exhibit A to this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

UNION MILL, INC.,
a Colorado corporation

By: _____
David G. O=Neil, President

Developer's Address:

777 Pearl Street, Suite 200
Boulder, CO 80302

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by David G. O=Neil, as President of Union Mill, Inc., a Colorado corporation.

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

Notary Public

TOWN OF BRECKENRIDGE,
a Colorado municipal corporation

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Helen Cospolich, Town Clerk

Town's Address:

P. O. Box 168
Breckenridge, CO 80424

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Timothy J. Gagen, Town Manager, and Helen Cospolich, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

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

Notary Public

EXHIBIT A

Affordability Benchmarks

<u>Building Type</u>	<u>Purchase Price Affordable to Under 80% AMI</u>	<u>Purchase Price Affordable to Under 100% AMI</u>	<u>Purchase Price Affordable to Under 120% AMI</u>	<u>Purchase Price Affordable to Under 150% AMI</u>	<u>Total</u>
Single Family		22	57	8	87
Double House		26			26
Quad / Town Houses	15				15
Total	15	48	57	8	128

THE PURCHASE PRICE AFFORDABILITY SHALL BE CALCULATED AS FOLLOWS:

The current applicable area median income for a 4 person household, or a 4.5 person household for 3 bedroom Residential Units, as determined by the US Dept. of Housing and Urban Development for Summit County, Colorado for each fiscal year of Oct. 1-Sept. 30 or the applicable AMI for the 2014 fiscal year, whichever is higher, or successor index, or if no successor index, such other generally accepted index selected by the Town (“AMI”)

\$ _____

Multiplied by applicable AMI percentage (80%, 100%, 120% or 150%)

\$ _____

Divided by number of months in year (12)

\$ _____

Multiplied by 30% (amount available for housing cost)

\$ _____

Less \$250 (amount for taxes, insurance, HOA fees and private mortgage insurance)

\$ _____

Subtotal (amount available for Mortgage Payment) \$ _____

Mortgage Amortization Calculation (from Amortization Table or calculator)

Amortization: 30 years
Interest Rate: 6.5%, or 5% for single family type Residential Units affordable to under 100% AMI

Mortgage Payment calculated above
Equals Mortgage Amount \$ _____

Divided by .95 (Mortgage Amount plus 5% down payment) equals Affordable Purchase Price \$ _____

EXHIBIT B

Absolute Requirements

	Purchase Price Affordable to Under 80% <u>AMI</u>	Purchase Price Affordable to Under 100% <u>AMI</u>	Purchase Price Affordable to Under 120% <u>AMI</u>	Purchase Price Affordable to Under 150% <u>AMI</u>	<u>Total</u>
Number of Units	15	48	57	8	128

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Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2014.

TOWN OF BRECKENRIDGE

ATTEST:

By: _____
John G. Warner, Mayor

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

AMENDED AND RESTATED PHASE II WELLINGTON NEIGHBORHOOD
EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

THIS AMENDED AND RESTATED PHASE II WELLINGTON NEIGHBORHOOD EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT ("~~Phase II Amended~~ Covenant") is made and entered into at Breckenridge, Colorado this ____ day of ~~September~~ March, 2006-2014 by and between UNION MILL, INC., a Colorado corporation ("Developer") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town").

Recitals

~~A. — Developer is owner of record of the real property situate in the Town of Breckenridge, County of Summit and State of Colorado and described in **Exhibit A** attached hereto and incorporated herein by this reference (~~Phase II Property~~).~~

~~B. — Developer has heretofore requested Town to amend the Annexation Agreement applicable to the Property and to issue a development permit for the development of the Phase II Property which development, therefore, is subject to the applicable laws, ordinances and regulations of the Town.~~

~~C. — Town has previously agreed to the Amendment to Annexation Agreement and to issue to Developer Development Permit No. 2005042 ("Development Permit").~~

~~D. — It is a condition of the Amendment to Annexation Agreement and the Development Permit that the Developer create a valid and enforceable covenant running with the land which assures that certain of the units to be developed on the Phase II Property will be used solely by Qualified Occupants, subject to limited exceptions provided for herein.~~

~~E. — Under this Phase II Covenant Developer intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use of the units described and provided for herein shall be and are covenants running with the land and are intended to be and shall be binding upon the Developer and all subsequent owners of such units for the stated term of this Phase II Covenant, unless and until this Phase II Covenant is released and terminated by the Town in the manner hereafter described.~~

A. The Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement was entered into between Developer and the Town on September 20, 2006 and was recorded in the Summit County, Colorado records on September 22, 2006 at Reception No. 833733 ("Phase II Covenant").

B. In accordance with paragraph 12.A. of the Phase II Covenant, it may be modified only with the written consent of both the Developer and the Town, for as long as Developer owns any of the Phase II Property, in any way that makes the Phase II Covenant less restrictive to the Unit Owners.

C. The Developer and the Town have determined that amendments to the Affordability Restrictions would be beneficial to the timely completion of the development and would be less restrictive to the Unit Owners.

D. The Town has agreed to the Third Amendment to Annexation Agreement primarily to amend the Affordability Benchmarks and Absolute Requirements set forth in Exhibits A and B to the Amendment to Annexation Agreement dated as of February 18, 2006 and recorded in the Summit County, Colorado records on March 22, 2006 at Reception No. 817872.

FE. The parties acknowledge that, by entering into this ~~Phase II Covenant Amended Covenant~~, the Town has acted both in its governmental capacity and in its proprietary capacity for the management of the Project in which it has an interest, and for the private advantage of its residents and for itself as a legal entity.

Agreement

NOW, THEREFORE, in satisfaction of the conditions in the Third Amendment to Annexation Agreement and ~~for Development Permit and in consideration of the issuance of the Development Permit, and~~ other good and valuable consideration, the sufficiency of which is hereby acknowledged ~~by Developer~~, the Developer and the Town agree as follows:

1. Definitions. As used in this ~~Phase II Amended~~ Covenant:

A. ■AMI■ means the ~~annual-area~~ median income of a family of four (4) for Summit County, Colorado as determined by the United States Department of Housing and Urban Development from time to time, or such successor index or figure as said Department may establish, provided that the AMI for three (3) bedroom Residential Units shall mean the area median income of a family of four and one-half (4.5).

B. ■Affordability Restrictions■ means, collectively: (i) the Income Limits and Pre-Qualification Requirements of Section 2 of this ~~Phase II Amended~~ Covenant; (ii) the Ownership Restrictions of Section 3 of this ~~Phase II Amended~~ Covenant; (iii) the Occupancy Restrictions of Section 4 of this ~~Phase II Amended~~ Covenant, and (iv) the Resale Restrictions of Section 5 of this ~~Phase II Amended~~ Covenant.

C. ■Director• means the Director of the Department of Community Development of the Town of Breckenridge, Colorado, or such person's designee.

D. ■Income Limits and Pre-Qualification Requirements• means those limitations and requirements on the ability to purchase a Residential Unit as set forth in Section 2 hereof.

E. ■Maximum Allowed Sale Price• means the maximum amount of money for which a Residential Unit may be sold by a Unit Owner as set forth in Subsection 5.A of this ~~Phase II Amended~~ Covenant.

F. ■Occupancy Restrictions• means those restrictions on the occupancy of the Residential Units as set forth in Section 4 hereof.

G. ■Ownership Restrictions• means those restrictions on the ownership of the Residential Units as set forth in Section 3 hereof.

H. ■Permitted Improvements• means the addition of a garage or storage space to a Residential Unit, the improvement of unfinished space in a Residential Unit allowed to be finished and occupied under the Town's building and technical codes in effect at the time of such improvement, or such energy efficiency improvements as the Town may approve, but does not include any other improvements, upgrades or work on or expenses incurred in connection with the Residential Unit, including, but not limited to, upgrades in appliances or Unit Owner finishes. Permitted Improvements may be made to a Residential Unit by the Developer prior to the initial sale of such Residential Unit; provided, that prior to closing of the sale of the Residential Unit the Developer provides to the Town and the initial purchaser of the Residential Unit written confirmation that it has made Permitted Improvements to the Residential Unit, and a statement separately showing the amount of the Permitted Improvements and the amount of the Purchase Price of the Residential Unit. Such statement shall be signed by both the Developer and the initial purchaser of the Residential Unit.

I. ■Permitted Improvement Cap• means an amount equal to ten percent (10%) of the original Purchase Price for a Residential Unit paid to the Developer by the first Unit Owner.

J. ■Project" means the affordable housing development to be constructed by Developer on the Phase II Property. The Project shall consist of up to one hundred sixty (160) Residential Units, all of which shall initially be subject to this ~~Phase II Amended~~ Covenant. One hundred twenty-eight (128) of the Residential Units shall forever remain subject to ~~the this Phase II Amended~~ Covenant. Up to thirty-two (32) of the Residential Units may be released from this ~~Phase II Amended~~ Covenant as provided for in Section 6 hereof.

K. ■Phase II Property• means the real property located in the County of Summit and State of Colorado, as further described on **Exhibit A** attached hereto, against which this [Phase II Amended](#) Covenant shall be recorded.

L. ■Purchase Price• means the actual consideration paid by a Unit Owner to purchase a Residential Unit. ■Purchase Price• does not include any real estate sales commission paid in connection with the purchase or sale of the Residential Unit. With respect to the initial sale of a Residential Unit by the Developer, ■Purchase Price• does not include the cost of any Permitted Improvements made to the Residential Unit by the Developer. Subsequent to the initial sale of a Residential Unit by the Developer, the term ■Purchase Price• shall include the cost of any Permitted Improvements made to the Residential Unit by any Unit Owner.

M. ■Qualified Occupant" means a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of a Residential Unit, earns his or her living by working in Summit County, Colorado an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any.

N. ■Resale Restrictions• means those restrictions on the resale of the Residential Units by Unit Owners as set forth in Subsection 5.A.

O. ■Residential Unit" means a physical portion of the Project to be constructed for purposes of residential use only and to be created as a separate transferable real property interest by the filing of subdivision plat(s), condominium map(s) or similar plat(s) or map(s) for some or all of the Phase II Property, and does not mean or include: (i) any physical portion of the Project constructed for purposes of commercial use; or (ii) any residential unit excluded from this [Phase II Amended](#) Covenant pursuant to Section 6.

P. ■Town Clerk• means the Town Clerk of the Town of Breckenridge, Colorado, or such person as designee.

Q. ■Town Council• means the Town Council of the Town of Breckenridge, Colorado.

R. ■Unit Owner• means a natural person or persons at any time taking and holding title to a Residential Unit, but does not include any entity, whether a corporation, partnership, limited liability company or similar entity which is not a natural person or an individual. Such natural person or persons shall be deemed a "Unit Owner" hereunder only during the period of his, her or their ownership interest in the Residential Unit. "Unit Owner" does not include a person or entity having an interest in a Residential Unit solely as security for the performance of an obligation.

2. Income Limits; Pre-Qualification Requirements.

A. It is the intent of this ~~Phase II Amended~~ Covenant to impose income limits only upon those sixty three (63) Residential Units that the Developer is required by the Town to sell for either a Purchase Price that is affordable to under 80% AMI, or a Purchase Price that is affordable to under 100% AMI. Accordingly, at the time of purchase of a Residential Unit for a Purchase Price initially designated and identified by Developer to be affordable to under 80% AMI, a Unit Owner's gross annual household income, excluding the income of minors, cannot exceed ~~80%~~ 90% of the applicable AMI adjusted for the appropriate household size, provided that each such Residential Unit must include a car port as part of the price when sold by Developer. Similarly, at the time of purchase of a Residential Unit for a Purchase Price initially designated and identified by Developer to be affordable to under 100% AMI, a Unit Owner's gross annual household income, excluding the income of minors, cannot exceed ~~100%~~ 150% of the AMI as defined in this Phase II Covenant for Residential Units containing 2 bedrooms and cannot exceed 180% of the AMI for Residential Units containing 3 bedrooms. Prior to closing on the purchase of a Residential Unit, all prospective purchasers of Residential Units initially designated by the Town and Developer to be affordable to under either 80% AMI or 100% AMI shall be required to submit to the Town or its designee for review and approval sufficient competent evidence that the prospective purchaser's income does not exceed the maximum allowed income for the purchase of the particular Residential Unit the purchaser desires to purchase according to applicable Town guidelines as adopted and as amended from time to time. The income test shall apply only at the time of purchase of the Residential Unit by a Unit Owner and shall not limit or restrict the Unit Owner's income for the duration of ownership of the Residential Unit.

B. Qualified Occupant Verification. Prior to purchasing any Residential Unit (not just a Residential Units that the Developer is required to sell for either a Purchase Price that is affordable to under 80% AMI or a Purchase Price that is affordable to under 100% AMI), a prospective purchaser shall submit to the Town or its designee for review and approval sufficient competent evidence to demonstrate that the prospective purchaser qualifies as a Qualified Occupant as defined in Subsection 1.M.

3. Ownership Restrictions. Title to each Residential Unit shall be taken and held only in the name of a Unit Owner, except for ownership by Developer and except in the event title is transferred by means of a public trustee's or sheriff's deed or by a deed in lieu of foreclosure of a deed of trust or mortgage, in which case such an entity shall transfer title subject to the terms and conditions of this ~~Phase II Amended~~ Covenant, including specifically, but not limited to, the Affordability Restrictions.

4. Occupancy Restrictions.

A. Owner Occupancy Requirement. Subsequent to the initial sale of a Residential Unit by the Developer, and subject to the provisions of Subsection 4.C. hereof, each Residential Unit shall be occupied by the owner thereof as his or her primary place of residence.

B. General Occupancy Restriction. Except as expressly provided in Subsection 4.C. hereof, each Residential Unit shall be used and occupied only by Qualified Occupants and by no one else.

C. Exceptions. Notwithstanding the provisions of the preceding Subsection 4.B., it shall not be a violation of this Phase II-Amended Covenant if: (i) rooms within a Residential Unit are rented to Qualified Occupants sharing the Residential Unit with the Unit Owner; (ii) a Residential Unit is rented for use and occupancy to a Qualified Occupant for a maximum cumulative total of twelve (12) months during the time of ownership by a Unit Owner; (iii) a Residential Unit is owned or occupied by a person age fifty five (55) years or older who works at paid employment in Summit County, Colorado at least fifteen (15) hours per week on a year-round basis during the entire period of his or her ownership or occupancy of the Residential Unit, together with such person's spouse and minor children, if any; (iv) a Residential Unit is occupied by a person age sixty two (62) years or older who is no longer a Qualified Occupant because he or she no longer works the required number of hours as described in Subsection 1.M., if such person occupied the Residential Unit as a Qualified Occupant for a minimum of seven (7) consecutive years prior to ceasing to be a Qualified Occupant; (v) a Residential Unit is owned or occupied by a person otherwise authorized to own or occupy the Residential Unit pursuant to this Phase II-Amended Covenant who becomes disabled after commencing ownership or occupancy of the Residential Unit such that he or she cannot work the required number of hours each week required by this Phase II-Amended Covenant, provided, however, that such person shall be permitted to own or rent the Residential Unit for a maximum period of one (1) year following the commencement of such person's disability unless a longer period of ownership or occupancy is authorized by the Town pursuant to Subsection 4.D.; and (vi) guests visiting a Qualified Occupant and paying no rent or other consideration.

D. Relief In Extraordinary Circumstances. The Director may grant a variance, exception or waiver from the requirements of this Section 4 based upon the written request of the owner or prospective owner of a Residential Unit. Such variance, exception or waiver may be granted by the Director only upon a finding that: (i) the circumstances justifying the granting of the variance, exception or wavier are unique; (ii) a strict application of this Section 4 would result in an extraordinary hardship; and (iii) the variance, exception or waiver is consistent with the intent and purpose of this Phase II-Amended Covenant. No variance, exception or wavier shall be granted by the Director if its effect would be to nullify the intent and purpose of this Phase II-Amended Covenant. In granting a variance, exception or wavier of the provisions of this Section 4 the Director may impose specific conditions of approval, and shall fix the duration of the term of such variance, exception or waiver. Any owner or prospective owner of a Residential Unit who is

dissatisfied with the decision of the Director with respect to a request for a variance, exception or waiver from the requirements of this Section 4 may appeal the Director's decision to the Town Council by submitting a written letter of appeal to the Town Clerk within ten (10) days of the date of the Director's decision. The Town Council shall make a final determination of such appeal within forty five (45) days after the Town Clerk's receipt of the letter of appeal.

5. Resale Restrictions.

A. Resale Price Limit. The Maximum Allowed Sale Price for which a Residential Unit may be sold by a Unit Owner shall be determined as follows:

(i) The selling Unit Owner's initial Purchase Price paid for the Residential Unit shall be the selling Unit Owner's Base Price Limit. Real estate sales commissions, if any, paid by the Developer or any prior Unit Owners shall not be included in calculating the selling Unit Owner's Base Price Limit.

(ii) The Base Price Limit shall be increased to reflect a cost of living adjustment for the period of time the selling Unit Owner owned the Residential Unit. The Base Price Limit as increased by the cost of living adjustment described below in this Section 5.A.ii shall be the selling Unit Owner's Adjusted Price Limit. The Adjusted Price Limit shall be the greater of:

The Base Price Limit	X	.0025	X	the number of whole months from the date of a Unit Owner's purchase to the date of a Unit Owner's sale of the Residential Unit	+	The Base Price Limit	=	ADJUSTED PRICE LIMIT
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OR

The Base		100% of AMI most recently released prior to the selling Unit Owner's sale		ADJUSTED
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¹ The Base Price Limit multiplied by one quarter of one percent (0.25%) multiplied by the number of whole months from the date of a Unit Owner's purchase to the date of a Unit Owner's sale of the Residential Unit plus the Base Price Limit.

Price Limit	X)	=	PRICE LIMIT
		100% of AMI in effect at the time of the selling Unit Owner's purchase of the Residential Unit		

2

(iii) The following amounts shall be added to the Adjusted Price Limit in order to finally determine the Maximum Allowed Sale Price:

(a) The cost of Permitted Improvements to the Residential Unit made by the selling Unit Owner during the selling Unit Owner's period of ownership of the Residential Unit; provided, however, that the maximum amount of Permitted Improvements that shall be allowed for a Residential Unit, regardless of when made, shall be subject to the Permitted Improvement Cap. Permitted Improvements made by previous Unit Owners and allowed by the Town shall be counted against the Permitted Improvements Cap in determining the amount of Permitted Improvements to be allowed for a selling Unit Owner. In calculating the amount of Permitted Improvements to be allowed under this subsection, only the selling Unit Owner's actual out-of-pocket costs and expenses for labor and materials shall be eligible for inclusion, provided, however, that if the selling Unit Owner purchases only materials and does not pay any third party for labor, then such amount to be allowed for Permitted Improvements shall include an amount attributable to the selling Unit Owner's personal labor or sweat equity, which shall be determined by: (i) multiplying the amount paid for materials times two (2) as compensation for the selling Unit Owner's personal labor in making the Permitted Improvements; and (ii) adding to such sum the amount paid for materials. To be allowed to recover for Permitted Improvements, a selling Unit Owner must submit to the Town prior to selling the Residential Unit a copy of a development permit or other permit and a certificate of occupancy or compliance issued by the Town for the Permitted Improvements that demonstrates that the improvement was made/completed by the Unit Owner during the Unit Owner's period of ownership of the Residential Unit, together with copies of invoices, receipts or other similar evidence of the costs and expenses for labor and materials, or materials alone. The Town shall provide each selling Unit Owner who makes a proper submission for allowance of Permitted Improvements with a receipt or certificate verifying the amount of allowed Permitted Improvements and, after such receipt or certificate is issued by the Town, no subsequent Unit Owner may challenge the allowed amount of Permitted Improvements as

² The Base Price Limit multiplied by a fraction the numerator of which is the 100% of AMI most recently released prior to a selling Unit Owner's sale and the denominator of which is the 100% of AMI in effect at the time of the selling Unit Owner's purchase of the Restricted Unit.

described in the receipt or certificate issued by the Town. Notwithstanding anything contained in this ~~Phase II Amended~~ Covenant to the contrary, the amount allowed for a selling Unit Owner's Permitted Improvements shall not be subject to the cost of living adjustment provided in Subsection 5.A.ii of this ~~Phase II Amended~~ Covenant.

(b) The following costs actually incurred and paid by the selling Unit Owner in connection with the sale of the Residential Unit:

(I) Real estate sales commission paid by the selling Unit Owner in connection with the sale of the Residential Unit, not to exceed three percent (3%) of the selling Unit Owner's sales price.

(II) The premium for owner's title insurance policy paid by the selling Unit Owner in connection with the sale of the Residential Unit.

(III) The cost of a tax certificate paid by the selling Unit Owner in connection with the sale of the Residential Unit.

(IV) Other normal and customary closing costs incurred by sellers for similar sales in Summit County, Colorado, which costs shall not include appraisal or inspection costs.

NO RESIDENTIAL UNIT SHALL BE SOLD FOR AN AMOUNT WHICH IS IN EXCESS OF THE MAXIMUM ALLOWED SALE PRICE AS SET FORTH IN THIS SUBSECTION 5.A. ANY AMOUNT RECEIVED BY A SELLING UNIT OWNER IN EXCESS OF THE MAXIMUM ALLOWED SALE PRICE SHALL BE PAID TO THE TOWN BY THE SELLING UNIT OWNER AT THE TIME OF THE SALE OF THE RESIDENTIAL UNIT. THE DEFAULT NOTICE PROVISIONS OF SECTION 8 OF THIS ~~PHASE II AMENDED~~ COVENANT SHALL NOT APPLY TO THE FAILURE OF A SELLING UNIT OWNER TO PAY SUCH SUM TO THE TOWN.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE TOWN, THE DEVELOPER, OR ANY OTHER PARTY, THAT THE UNIT OWNER WILL BE ABLE TO OBTAIN THE MAXIMUM ALLOWED SALE PRICE, AND THE TOWN AND DEVELOPER HEREBY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY THAT MIGHT OTHERWISE BE ALLOWED OR ATTRIBUTED.

B. Appreciating Limiting Promissory Note and Deed of Trust. At the time of each sale of a Residential Unit, beginning with the first such sale by Developer to a Unit Owner, the purchaser(s) of each Residential Unit shall execute an Appreciating Limiting Promissory Note in the form attached hereto as **Exhibit B**, or such other form as may be adopted from time to time by

the Town which is consistent with the intent of this Phase II Amended Covenant (■Note●), together with a form of Deed of Trust to a public trustee encumbering the Residential Unit to secure strict compliance with the terms of the Note. The deed of trust shall contain a strict due on sale provision and shall be in form and substance acceptable to the Town Attorney of the Town (■Deed of Trust●). At the time of each closing of the transfer of title to a Residential Unit, a new Note shall be executed by the purchaser(s) and delivered to the Town and a new Deed of Trust shall be executed by the purchaser(s) and recorded in the Summit County, Colorado real estate records. At the time of closing of each transfer of title to a Residential Unit subsequent to the first transfer by Developer, the Town shall determine whether the transfer complies with the requirements of this Phase II Amended Covenant. If the transfer complies with the requirements of this Phase II Amended Covenant, the Town shall mark the selling Unit Owner's Note as paid and execute a request for release of deed of trust upon verification to the Town, by the title company or other independent agent responsible for closing on the transfer of title to a Residential Unit, that the amount paid for the purchase of the Residential Unit does not exceed the Maximum Allowed Sale Price or that, if the price exceeds the Maximum Allowed Sale Price, the amount of such excess will be paid to the Town. If title to a Residential Unit is transferred without obtaining the release of a Deed of Trust securing a Note in favor of the Town, the Town, among other rights available to it, shall have the right to foreclose said Deed of Trust.

6. Release of Up to Thirty-Two Residential Units. Developer shall be entitled to the release from this Phase II Amended Covenant of up to thirty-two (32) Residential Units constructed or allowed to be constructed as a part of the Project on the basis of one (1) such Residential Unit to be released for each three (3) Residential Units completed and sold to Unit Owners for prices within the price ranges set forth in **Exhibit C** attached hereto. Such releases to be executed by the Town shall be for lots created by the filing of a subdivision or resubdivision plat for one or more of the tracts identified on **Exhibit A**, and lots allowed to have multiple Residential Units constructed thereon shall be released only if the number of Residential Units Developer is entitled to have released is equal to or greater than the number of Residential Units allowed to be constructed on a lot to be released from this Phase II Amended Covenant. Developer may request such releases each time three (3) Residential Units have been completed and sold to Unit Owners for prices within the price ranges set forth in **Exhibit C** or may cumulate the right to such releases and request the release of a number of Residential Units determined by dividing the number of Residential Units completed and sold to Unit Owners for prices within the price ranges set forth in **Exhibit C** by three (3) and rounding down to a whole number. All of the Residential Units required to be sold for a Purchase Price that is affordable to under 80% AMI shall be sold prior to release of the 17th Residential Unit under this Section 6.

7. Records; Inspection; Monitoring.

A. For so long as the Developer owns any of the Phase II Property, the Developer's records with respect to the use and occupancy of the Phase II Property shall be subject to

examination, inspection and copying by the Town or its authorized agent upon reasonable advance notice.

B. A Unit Owner's records with respect to the Unit Owner's use and occupancy of a Residential Unit shall be subject to examination, inspection and copying by the Town or its authorized agent upon reasonable advance notice.

C. For so long as the Developer owns any of the Phase II Property, the Developer shall submit any information, documents or certificates requested from time to time by the Town with respect to the occupancy and use of the Phase II Property which the Town reasonably deems necessary to substantiate the Developer's continuing compliance with the provisions of this Phase II Amended Covenant. Such information shall be submitted to the Town within such reasonable time period as the Town may establish. Without limiting the generality of the foregoing, for so long as the Developer owns any of the Phase II Property, not later than December 31st of each year the Developer shall submit to the Town verification, under oath, of Developer's continuing compliance with the provisions of this Phase II Amended Covenant.

D. A Unit Owner shall submit any information, documents or certificates requested from time to time by the Town with respect to the occupancy and use of the Unit Owner's Residential Unit which the Town reasonably deems necessary to substantiate the Unit Owner's continuing compliance with the provisions of this Phase II Amended Covenant. Such information shall be submitted to the Town within such reasonable time period as the Town may establish.

8. Default; Notice. In the event of any failure of the Developer or a Unit Owner to comply with the provisions of this Phase II Amended Covenant (other than the failure of a selling Unit Owner to pay to Town the amount required by Subsection 5.A of this Phase II Amended Covenant), the Town may inform the Developer or the defaulting or non-complying Unit Owner by written notice of such failure and provide the Developer or the defaulting or non-complying Unit Owner a period of time in which to correct such failure. If any such failure is not corrected to the satisfaction of the Town within the period of time specified by the Town, which shall be at least thirty (30) days after the date any notice to the Developer or the defaulting or non-complying Unit Owner is mailed, or within such further time as the Town determines is necessary to correct the violation, but not to exceed any limitation set by applicable law, the Town may without further notice declare a default under this Phase II Amended Covenant effective on the date of such declaration of default; and the Town may then proceed to enforce this Phase II Amended Covenant as hereafter provided.

9. Equitable Relief. Developer and each Unit Owner agree that in the event of the Developer's or a Unit Owner's default under or non-compliance with the terms of this Phase II Amended Covenant, the Town shall have the right of specific performance of this Phase II Amended Covenant, and the right to obtain from any court of competent jurisdiction a temporary

restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for in this Section may be sought singly or in combination with such legal remedies as the Town may be entitled to, either pursuant to the provisions of this ~~Phase II Amended~~ Covenant or under the laws of the State of Colorado.

10. Liquidated Damages. Each Unit Owner acknowledges that the unavailability of adequate employee housing within the Town of Breckenridge requires the expenditure of additional Town funds to provide required governmental services and thereby results in an economic loss to the Town. The Town and each Unit Owner further recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Town in such circumstance. Accordingly, instead of requiring such proof, the Town and each Unit Owner agree that a Unit Owner who violates the Occupancy Restrictions shall pay to Town the sum of \$100 per day for each day in which Unit Owner's Residential Unit is not used in strict compliance with the Occupancy Restrictions. Such amount is agreed to be a reasonable estimate of the actual damages which the Town would suffer in the event of a violation of the Occupancy Restrictions. The provisions of this Section shall not apply to any violation of this ~~Phase II Amended~~ Covenant other than a violation of the Occupancy Restrictions. The liquidated damages provided herein shall commence as of the date on which the Unit Owner's Residential Unit is first used in violation of the Occupancy Restrictions, and not on the date when the Town learns of such violation or on the date when the Town gives notice of default as provided in Section 8. Further, the total amount of liquidated damages payable to the Town under this Section shall in no event exceed the then-current value of the Residential Unit owned by the defaulting or noncomplying Unit Owner. The liquidated damages provided for in this Section may be collected by the Town personally from the defaulting or noncomplying Unit Owner, either singly or in combination with an action for equitable enforcement of this ~~Phase II Amended~~ Covenant as provided in Section 9 of this ~~Phase II Amended~~ Covenant.

11. Town Authority To Enforce. The restrictions, covenants and limitations created herein are for the benefit of the Town which is given the sole power to enforce this ~~Phase II Amended~~ Covenant in the manner herein provided.

12. Waiver; Termination; Modification Of Covenant.

A. For so long as the Developer owns any of the Phase II Property, the restrictions, covenants and limitations of this ~~Phase II Amended~~ Covenant may be waived, terminated or modified only with the written consent of both the Developer and the Town in order to: (i) provide clarification to any provisions hereof which may be unclear or subject to differing interpretations; (ii) correct any errors identified herein; or (iii) amend the Affordability Restrictions in any way that makes this ~~Phase II Amended~~ Covenant less restrictive on the Unit Owners.

B. Once Developer no longer owns any of the Phase II Property, the Town shall have the unilateral right to amend the restrictions, covenants and limitations of this Phase II Amended Covenant in order to: (i) provide clarification to any provisions hereof which may be unclear or subject to differing interpretations; (ii) correct any errors identified herein; or (iii) amend the Affordability Restrictions in any way that makes this Phase II Amended Covenant less restrictive on the Unit Owners.

C. The Town's and/or the Town and the Developer's determination (as applicable) that an amendment to this Phase II Amended Covenant is authorized by this Section 12 shall be conclusive, and shall not be subject to judicial review.

D. No waiver, modification, or termination of this Phase II Amended Covenant shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado.

E. The Town may also terminate this instrument by recording a release in recordable form without the signature of Developer. For convenience, such instrument may run to "the owner or owners and parties interested" in the Phase II Property. If the Town desires to terminate this instrument as to one or more of the Residential Units, but less than all of the Residential Units, the Town's instrument may run to the owner or owners and parties interested in the specific Residential Units to be released from this Phase II Amended Covenant.

13. Statute of Limitations. Developer and each Unit Owner hereby waive the benefit of, and agree not to assert in any action brought by the Town to enforce the terms of this Phase II Amended Covenant, any applicable statute of limitation which might otherwise operate to bar the ability of the Town to enforce this Phase II Amended Covenant, including, but not limited to, the provisions of §38-41-119, C.R.S., or any successor statute. In the event that any statute of limitations may lawfully be asserted by Developer or any Unit Owner in connection with an action brought by the Town to enforce the terms of this Phase II Amended Covenant, it is agreed between Developer, each Unit Owner and the Town that each and every day during which any violation of the terms of this Phase II Amended Covenant occurs shall be deemed to be a separate breach of this Phase II Amended Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

14. Developer's Covenant Of Title And Authority. Developer covenants, represents and warrants to the Town that Developer has good and marketable title to the Phase II Property and full and complete legal authority to execute and deliver this Phase II Amended Covenant to the Town; subject only to the following liens or encumbrances: (i) deeds of trust dated March 24, 2006 and recorded May 4, 2006 under Reception Nos. 821445 and 821446 of the records of the Clerk and Recorder of Summit County, Colorado; and (ii) taxes for 2006 and subsequent years.

The consent of the beneficiary of the referenced deed of trust to this Phase II Amended Covenant is attached hereto as **Exhibit D**.

15. No Conflicting Agreement. Developer covenants, represents and warrants to the Town that the execution and delivery of this Phase II Amended Covenant to the Town will not violate any agreement now existing with respect to the Phase II Property. Developer shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Phase II Amended Covenant, and in any event, it is agreed that the provisions of this Phase II Amended Covenant are paramount and controlling as to the rights, obligations and limitations herein set forth and shall supersede any other provision in conflict herewith.

16. Entire Agreement. This Phase II Amended Covenant constitutes the entire agreement and understanding between the parties relating to the subject matter of this Phase II Amended Covenant, and supersedes any prior agreement or understanding relating thereto.

17. Severability. In case one or more of the provisions contained in this Phase II Amended Covenant or any application hereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Phase II Amended Covenant and the application thereof shall not in any way be affected or impaired thereby.

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

19. Notices. Except as otherwise provided, all notices provided for or required under this Phase II Amended Covenant shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or two (2) days after mailed, postage prepaid, certified, return receipt requested, addressed to the parties hereto at their addresses appearing on the signature page(s). Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications. Notice to a Unit Owner shall be sent to the address to which tax notices for the Residential Unit are to be sent as reflected in the records of the office of the Treasurer of Summit County, Colorado.

20. Applicable Law. This Phase II Amended Covenant shall be interpreted in all respects in accordance with the laws of the State of Colorado.

21. Recording. This Phase II Amended Covenant shall be placed of record in the real property records of Summit County, Colorado.

22. Town of Breckenridge Affordable Housing Guidelines. This ~~Phase II Amended~~ Covenant shall be interpreted in accordance with the Town of Breckenridge Affordable Housing Guidelines (Guidelines), as amended from time to time by the Town Council following a public hearing; provided, however, that to the extent the Guidelines are inconsistent with this ~~Phase II Amended~~ Covenant, this ~~Phase II Amended~~ Covenant shall control.

23. Binding Effect and Running with the Land. This ~~Phase II Amended~~ Covenant shall be binding upon, and inure to the benefit of the parties, their respective heirs, successors, assigns, legal representatives and personal representatives, and all subsequent owners of the Phase II Property or any interest therein, and shall run with the land. Without limiting the generality of the preceding sentence, once a Residential Unit has been sold by the Developer, the provisions of this ~~Phase II Amended~~ Covenant shall apply to each Unit Owner of such Residential Unit subsequent to the Developer. The Developer and each Unit Owner agree that this ~~Phase II Amended~~ Covenant does not constitute an unreasonable restraint on alienation of the Phase II Property or any interests therein, and that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this ~~Phase II Amended~~ Covenant to constitute a restrictive covenant running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that the covenants, conditions and restrictions set forth herein run with the land. Each and every contract, deed or other instrument hereafter executed conveying the Phase II Property, any portion thereof, or any Residential Unit, shall expressly provide that such conveyance is subject to this ~~Phase II Amended~~ Covenant; provided, however, that the covenants, conditions and restrictions contained herein shall survive and be effective as to successors and/or assigns of all or any portion of the Phase II Property and any Residential Unit, regardless of whether such contract, deed or other instrument hereafter executed conveying the Phase II Property, any portion thereof, or any Residential Unit, provides that such conveyance is subject to this ~~Phase II Amended~~ Covenant.

24. Vesting and Term. Developer and Town agree that the Town's rights and interests under this ~~Phase II Amended~~ Covenant are vested immediately and that this ~~Phase II Amended~~ Covenant, and any amendments hereto, shall be binding and in full force and effect in perpetuity, unless terminated as herein provided.

25. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this ~~Phase II Amended~~ Covenant.

26. Terminology. Wherever applicable, the pronouns in this ~~Phase II Amended~~ Covenant designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF the parties have executed this ~~Phase II~~ Amended Covenant the date first written above.

UNION MILL, INC., a Colorado corporation

By: _____
David G. O'Neil, President

Developer's Address:

777 Pearl Street, Suite 200
Boulder, CO 80302

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

~~Mary Jean Loufek~~ Helen Cospolich,
Town Clerk

Town's Address:

P. O. Box 168
Breckenridge, CO 80424

EXHIBIT A
TO
AMENDED AND RESTATED PHASE II EMPLOYEE HOUSING
RESTRICTIVE COVENANT AND AGREEMENT

Description Of Property Subject To The Phase II-Amended Covenant

Lots 1, 2, 3 and 4, Block 6, The Wellington Neighborhood, according to the Preliminary Plat thereof filed with the Summit County, Colorado Clerk and Recorder on October 18, 1999 at Reception No. 608047;

and

Tract E-2, Block 5, The Wellington Neighborhood, according to A Subdivision Plat thereof filed with the Summit County, Colorado Clerk and Recorder on January 5, 2005 at Reception No. 779084.

Exhibit ■A•

Exhibit ■A.

EXHIBIT B
TO
AMENDED AND RESTATED PHASE II EMPLOYEE HOUSING
RESTRICTIVE COVENANT AND AGREEMENT

Appreciating Limiting Promissory Note

Appreciation Limiting Promissory Note (Wellington Phase 2-August, 2006)
(the ■Note●)

Date

FOR VALUE RECEIVED, _____ (the ■Maker●), jointly and severally if more than one, promises to pay to the order of the TOWN OF BRECKENRIDGE, P.O. Box 168, Breckenridge, CO 80424 (■Town●), upon demand (■Due Date●), all sums that become due to Town from Maker after the date of this Note under the Amended and Restated Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement, dated _____, 2006 and recorded _____, 2006-2014 under Reception No. _____ of the records of the Clerk and Recorder of Summit County, Colorado. ~~(the ■Wellington Neighborhood Phase II Covenant●).~~

This Note shall not bear interest until the Due Date. If this Note is not paid on or before the Due Date, it shall thereafter bear interest at the rate of eighteen percent (18%) per annum from the Due Date until fully paid.

The Maker and any surety, guarantor and endorser of this Note, jointly and severally, hereby waive notice of, and consent to any and all extensions of this Note or any part thereof without notice and each hereby waives demand, presentment for payment, notice of nonpayment and protest, and any and all notice of whatever kind or nature.

The Maker agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Holder in the collection of this Note or any part thereof. If the Deed of Trust securing this Note is foreclosed, the undersigned also agrees to pay all costs and attorney's fees as provided therein.

No waiver by the Holder of any one or more of the terms and conditions herein contained shall be deemed a waiver of the other terms and conditions herein contained; nor shall any such waiver be considered for any reason as continuing or perpetual in nature.

This Note is secured by a deed of trust on the Residential Unit described as Lot _____, Block _____, Wellington Neighborhood, Phase II, according to the Plat thereof filed in the Summit County, Colorado real estate records on the _____ day of _____, 2006 20 at Reception No. _____.

THE MAKER'S INITIAL PURCHASE PRICE FOR THE RESIDENTIAL UNIT, AS DESCRIBED IN THE WELLINGTON NEIGHBOURHOOD, PHASE II COVENANT, IS \$_____. SUCH SUM DOES NOT INCLUDE ANY REAL ESTATE COMMISSION PAID BY EITHER THE BUYER OR THE SELLER AT THE TIME OF MAKER'S PURCHASE OF THE RESIDENTIAL UNIT.

Maker

Maker

EXHIBIT C
TO
AMENDED AND RESTATED PHASE II EMPLOYEE HOUSING
RESTRICTIVE COVENANT AND AGREEMENT

Affordability Benchmarks

<u>Building Type</u>	<u>Purchase Price Affordable to Under 80% AMI</u>	<u>Purchase Price Affordable to Under 100% AMI</u>	<u>Purchase Price Affordable to Under 120% AMI</u>	<u>Purchase Price Affordable to Under 150% AMI</u>	<u>Total</u>
Single Family		<u>22</u>	57	8	<u>6587</u>
Double House		<u>4826</u>			<u>4826</u>
Quad / Town Houses	15				15
Total	15	48	57	8	128

Up to 32 Units may be released from this Restrictive Covenant with such releases to occur at the rate of one Unit allowed to be released when three Units have been completed and sold within the price ranges set forth above.

THE PURCHASE PRICE AFFORDABILITY SHALL BE CALCULATED AS FOLLOWS:

~~Then The~~ current Area Median Income for ~~four—~~
4 person household, or 4.5 person household for
3 bedroom Residential Units, determined by the
US Dept. of Housing and Urban Development for
Summit County, Colorado for each fiscal year of
Oct. 1-Sept. 30 or the applicable AMI for the 2014
fiscal year, whichever is higher, or successor
index, or if no successor index, such other
generally accepted index selected by the Town, ~~(~~
AMI~~)~~

\$ _____

Multiplied by applicable AMI percentage
(80%, 100%, 120% or 150%) \$ _____

Divided by number of months in year (12) \$ _____

Multiplied by 30% (amount available for
housing cost) \$ _____

Less \$250 (amount for taxes, insurance, HOA fees and private mortgage insurance) \$ _____

Subtotal (amount available for Mortgage Payment) \$ _____

Mortgage Amortization Calculation (from Amortization Table or calculator)

Amortization: 30 years
Interest Rate: ~~then current 30-yr. fixed rate or 7%, whichever is lower*~~
6.5%, or 5% for single Family type Residential Units affordable to under 100% AMI \$ _____

Mortgage Payment calculated above

Equals Mortgage Amount

Divided by .95 (Mortgage Amount plus 5% down payment) equals Affordable Purchase Price \$ _____

~~* Wall Street Journal national index, western region, or successor index, or if no successor index, such other generally accepted index selected by the Town.~~

|

Exhibit ■D.

6385.01-cov-emp

Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: March 19, 2014
RE: Public Projects Update

South Main Street Improvements 2014

Bids were opened for the 2014 Main Street Improvements on March 14th. The project was awarded to Columbine Hills Concrete. The Town received only two bids on the project, however the bid received from Columbine Hills Concrete was within the project estimated budget. Construction is scheduled to begin April 21st with intention of final completion prior to the July 4th holiday. There are no overnight lane closures anticipated on Main Street during the project, however sections of on-street parking will be closed to facilitate construction activities. Additionally, sections of sidewalk will be temporarily closed during the project to allow for concrete removal and replacement. This year's improvements will include widened sidewalks, new stone pavers, new landscaping, new irrigation, and new electrical event power between Park Ave and Lincoln Ave.

Lincoln Heated Sidewalk

Bids for the mechanical portions of the proposed heated sidewalk work on Lincoln Avenue are scheduled to be received later this week. Staff will update Council on the results of the bids at the Council work session.

Old Masonic Hall

See a separate agenda item.

Skate park

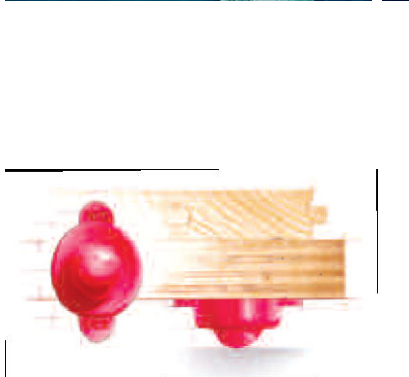
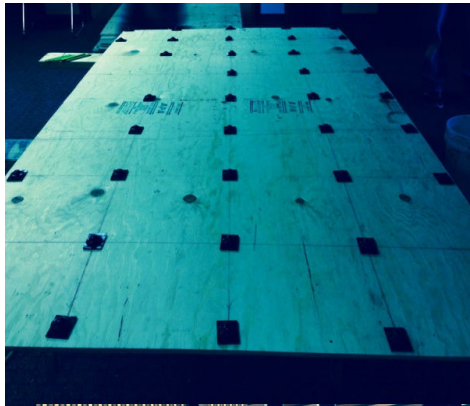
The design for the new skate park was presented at an open house on March 5th and has been accepted by Town staff based on the expressed support of the design by the public that attended the open house. The Recreation Department will now be contracting with the designer, Team Payne, for the construction of the park. The demolition of the existing skate park and construction of the new one will be scheduled to begin as weather permits this Spring.

Kingdom Park Athletic Field

Three proposals were received for the conversion of the natural grass to artificial turf on the athletic field within Kingdom Park. Proposals were due March 7th. The project team has begun reviewing the proposals and has invited two of the companies to present their proposal and address staff questions on April 4th. A selection of the company that will design and build the field will be made shortly thereafter.

Riverwalk Center Phase 1

The project is on schedule with the main focus on the stage floor. The portion of the floor that was sinking has been repaired by drilling small 'incisions' into the concrete and injecting a resin. Next a leveling compound was poured to level the entire stage to a uniform height, which had been built to slope when originally built in 1992/93. The new stage surface is a floating floor system designed with high resiliency and uniformity. It is a maple floor designed to accommodate dance and improve the acoustics of the space. A thorough 'high up' clean is slated for end of March. Shade installation is on schedule for mid April, and completion is expected by May 1. The backstage (and the upstairs office areas) will be getting new flooring under the regular budget for maintenance.



Breckenridge Grand Vacations Community Center

The rehabilitation of the building is progressing with interior work continuing on rough electrical, rough plumbing, framing, underground HVAC ducts, mezzanine steel, and finish staining of the trusses.

Staff will be providing Council a tour of the building rehabilitation prior to the Council work session on March 25th. The intent of the tour is for Staff to provide a visual update on the construction progress, inform Council on the use of the interior wall space and provide a depiction of the proposed interior signing such as the building directory sign. Included with this packet is a sample drawing of the building directory, along with plans sheets for the three levels of the building. The plan sheets show the proposed space allocations on each interior wall.







BUILDING DIRECTORY

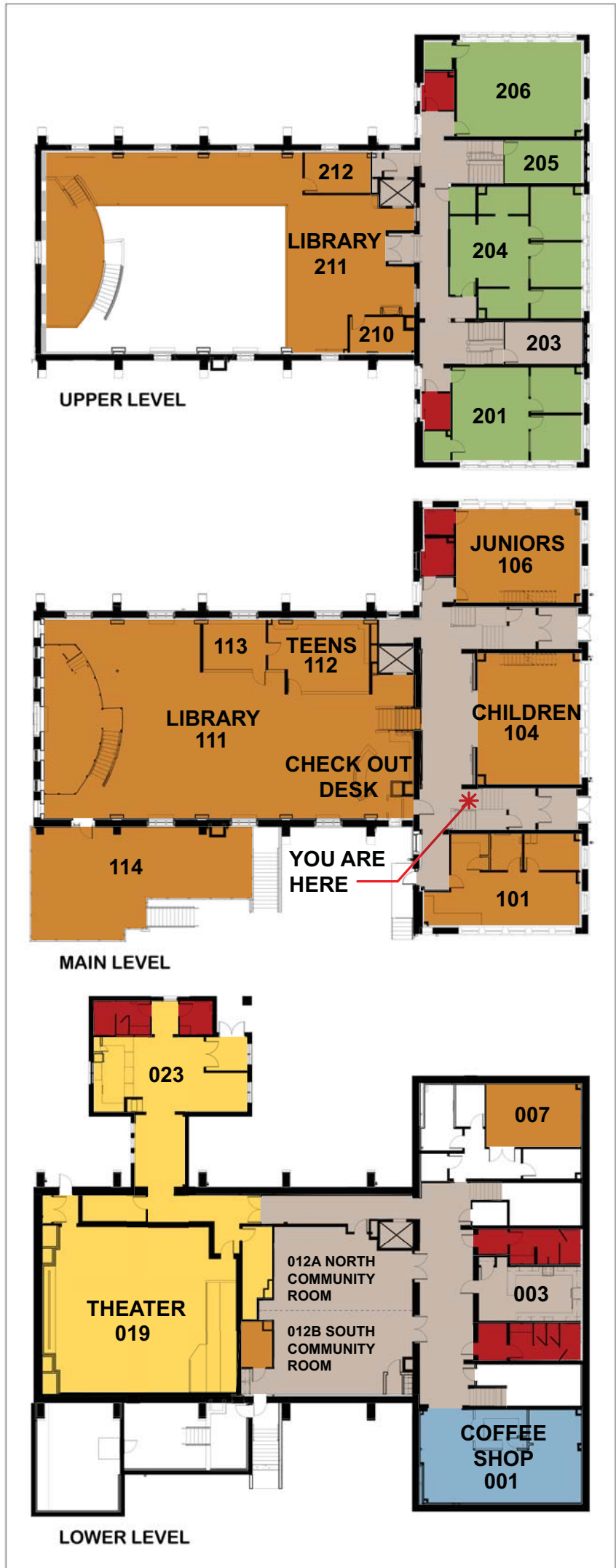
BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER ◦ SUMMIT COUNTY LIBRARY SOUTH BRANCH

UPPER LEVEL	
203	EAST COMMUNITY ROOM
204	THE SUMMIT FOUNDATION
205	BRECKENRIDGE FESTIVAL OF FILM
206	BRECKENRIDGE HERITAGE ALLIANCE
210	STUDY ROOM
211	LIBRARY/FIREPLACE READING AREA
212	STUDY/CONFERENCE ROOM

MAIN LEVEL	
101	LIBRARY OFFICE
104	CHILDREN'S AREA
106	JUNIOR'S AREA
110	CIRCULATION DESK
111	ADULT STACKS
112	TEEN AREA
113	STUDY ROOM
114	OUTDOOR READING DECK

LOWER LEVEL	
001	COFFEE SHOP
003	KITCHEN
012A	SOUTH COMMUNITY ROOM
012B	NORTH COMMUNITY ROOM
019	THEATER
023	SPEAKEASY LOBBY

COLOR LEGEND	
	LIBRARY
	THEATER
	RESTROOMS
	NON-PROFIT SUITES
	COMMUNITY SPACE
	COFFEE SHOP





ANDERSON
HALLAS
ARCHITECTS

BRECKENRIDGE GRAND VACATIONS
COMMUNITY CENTER




Breckenridge, CO

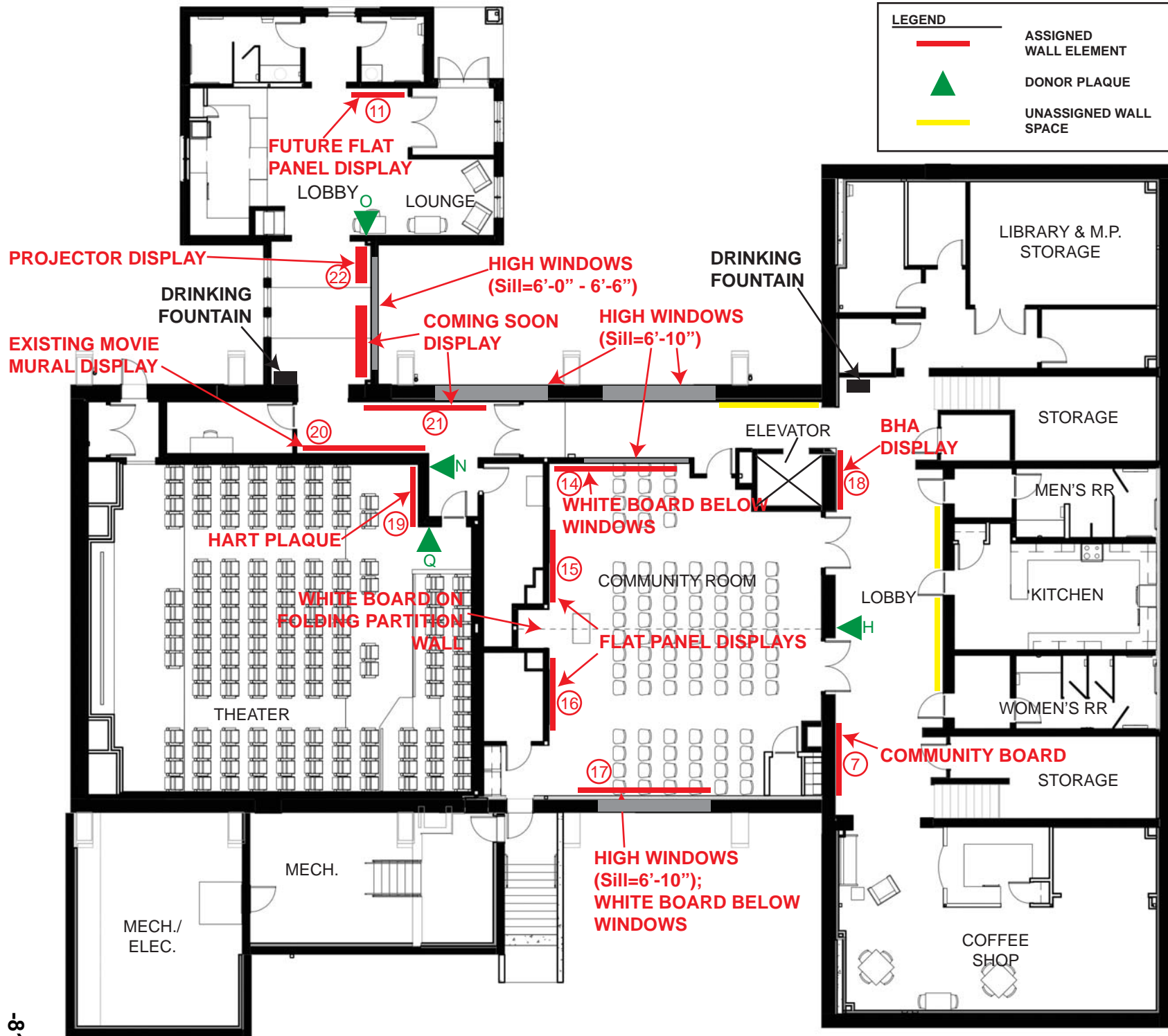
Date: 3/7/14

WALL SPACE
ALLOCATIONS

LOWER
LEVEL

LEGEND

-  ASSIGNED WALL ELEMENT
-  DONOR PLAQUE
-  UNASSIGNED WALL SPACE





ANDERSON
HALLAS
ARCHITECTS

BRECKENRIDGE GRAND VACATIONS
COMMUNITY CENTER




Breckenridge, CO

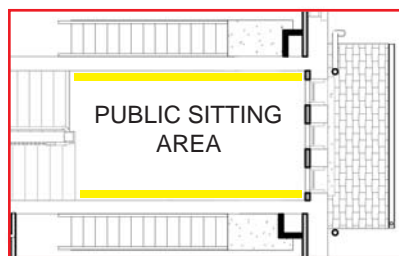
Date: 3/7/14

WALL SPACE
ALLOCATIONS

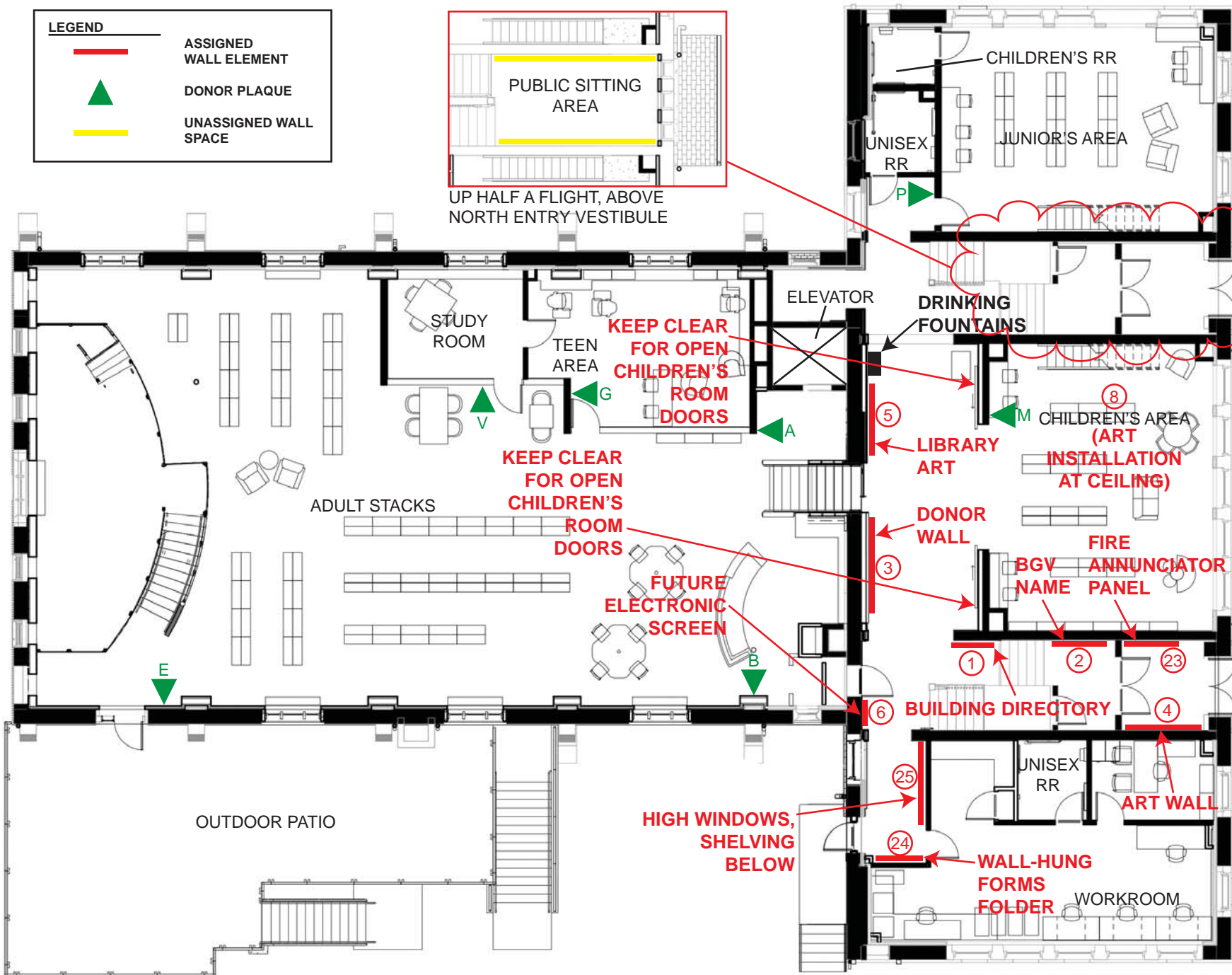
MAIN
LEVEL

LEGEND

-  ASSIGNED WALL ELEMENT
-  DONOR PLAQUE
-  UNASSIGNED WALL SPACE



UP HALF A FLIGHT, ABOVE NORTH ENTRY VESTIBULE





ANDERSON
HALLAS
ARCHITECTS




BRECKENRIDGE GRAND VACATIONS
COMMUNITY CENTER
Breckenridge, CO

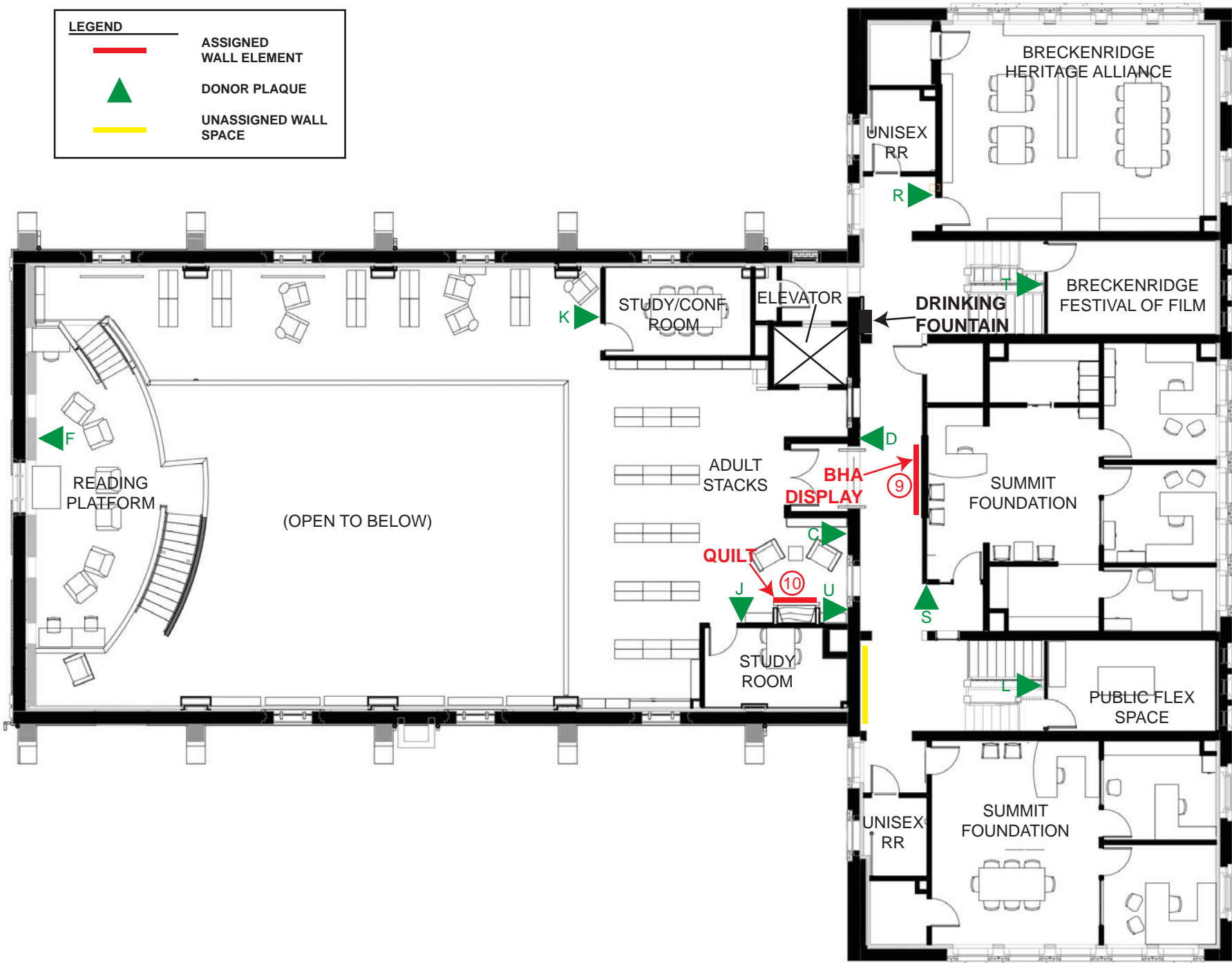
Date: 3/7/14

WALL SPACE
ALLOCATIONS

UPPER
LEVEL

LEGEND

-  ASSIGNED WALL ELEMENT
-  DONOR PLAQUE
-  UNASSIGNED WALL SPACE



MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: March 20, 2014
SUBJECT: Committee Reports for 3-25-2014 Council Packet

No committee reports were submitted at this time.

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	No Meeting/Report
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	No Meeting/Report
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Liquor Licensing Authority*	Taryn Power	No Meeting/Report
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	No Meeting/Report
Police Advisory Committee	Chief Haynes	No Meeting/Report
Housing/Childcare Committee	Laurie Best	Verbal Report
CMC Advisory Committee	Tim Gagen	No Meeting/Report

Note: Reports provided by the Mayor and Council Members are listed in the council agenda.

** Minutes to some meetings are provided in the Manager's Newsletter.*



January 31, 2014 Financial Report



Retail Marijuana Legalized
Breck Ballot Issue 2C-Tax
on Retail Marijuana

Finance & Municipal Services Division

Executive Summary

January 31, 2014

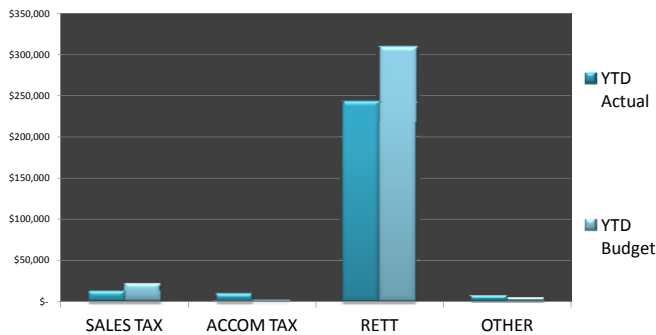
Due to our modified accrual reporting method of accounting, January cash receipts are accrued back into December (when they were actually earned). As a result, our January and February financials do not include all of the cash received in those months as revenue. As you can see in the Excise tables below, RETT is the only Excise revenue stream we fully record in January as this tax type is paid to the Town at the time of the transaction.

You will also notice some large variances in expenditures for January. As explained in the following sections of this report, these are due to timing. We fully expect our actual spending to catch up to the budget plan for 2014.

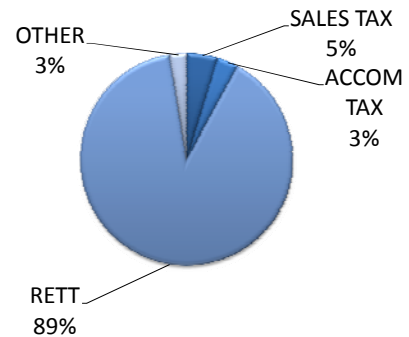
The graph showing the percent of taxes paid by accommodations vs. other business types will reappear on the February report.

In summary, the fact that we only have one month's data for 2014 results in some large variances, but does not indicate any trends

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 12,679	\$ 22,052	57%	\$ 15,198,907	\$ 14,956	\$ 14,761,410
ACCOMMODATIONS TAX	8,797	853	1031%	2,018,536	9,538	2,006,571
REAL ESTATE TRANSFER	242,770	309,216	79%	3,800,001	358,948	4,462,232
OTHER*	7,073	4,128	171%	761,138	3,909	911,271
TOTAL	\$ 271,319	\$ 336,249	81%	\$ 21,778,582	\$ 387,352	\$ 22,141,484

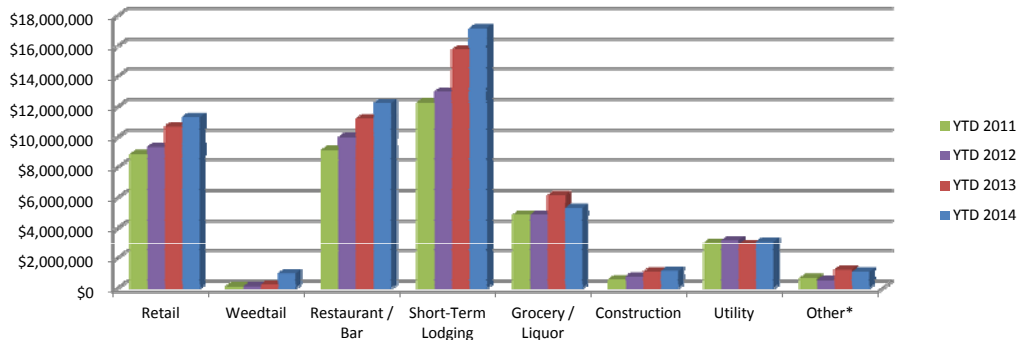
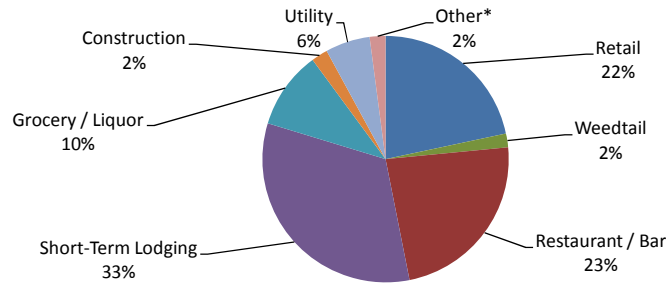
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics

Net Taxable Sales by Industry-YTD

Description	YTD 2011	YTD 2012	YTD 2013	YTD 2014	2013/2014	2013/2014	% of Total
					\$ Change	% Change	
Retail	\$8,873,745	\$9,332,951	\$10,697,178	\$11,314,268	\$617,090	5.77%	21.65%
Weedtail	\$98,400	\$112,836	\$213,016	\$951,609	\$738,593	346.73%	1.82%
Restaurant / Bar	\$9,132,858	\$10,000,475	\$11,210,890	\$12,232,100	\$1,021,210	9.11%	23.41%
Short-Term Lodging	\$12,273,406	\$12,980,188	\$15,747,695	\$17,157,706	\$1,410,011	8.95%	32.83%
Grocery / Liquor	\$4,853,813	\$4,857,276	\$6,142,115	\$5,320,739	(\$821,376)	-13.37%	10.18%
Construction	\$563,647	\$752,255	\$1,072,239	\$1,127,569	\$55,330	5.16%	2.16%
Utility	\$3,009,866	\$3,162,125	\$2,910,032	\$3,078,457	\$168,425	5.79%	5.89%
Other*	\$651,769	\$520,378	\$1,223,775	\$1,075,554	(\$148,222)	-12.11%	2.06%
Total	\$39,457,505	\$41,718,482	\$49,216,940	\$52,258,000	\$3,041,060	6.18%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



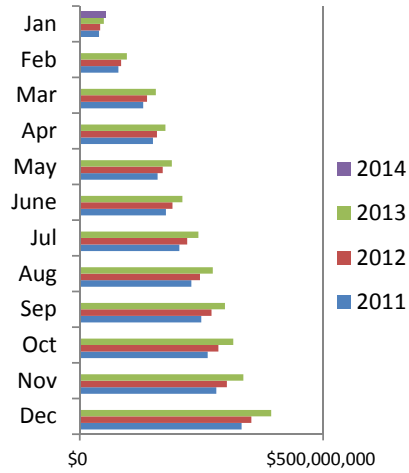
New Items of Note:

- January net taxable sales are currently ahead of 2013 by 6.18%.
- Grocery / Liquor sales were down from prior year. Please note that 2013 was a bit of an anomaly - up 26% over 2012.
- All categories (except Construction & Grocery/Liquor) had the best January on record.
- Restaurant/Bar, Short-Term Lodging, and Weedtail fared better than the aggregate of all sectors.
- A new category has been added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation. The Retail sector has been adjusted to remove the sales previously reported in this category. The jump in sales from 2013 to 2014 can be attributed to the legalization of sales of recreational marijuana.
- A section on Disposable Bag Fees has been added.

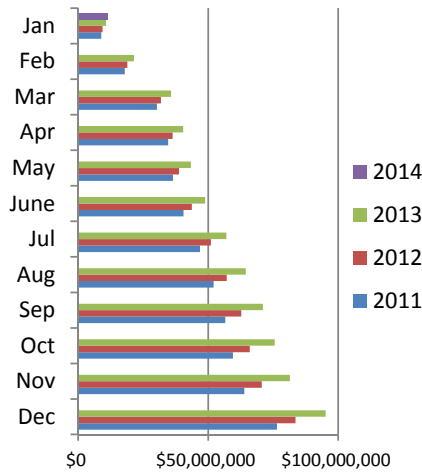
Continuing Items of Note:

- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.

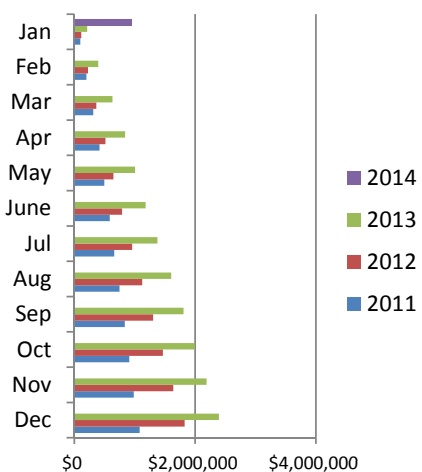
Net Taxable Sales by Sector - Town of Breckenridge Tax Base



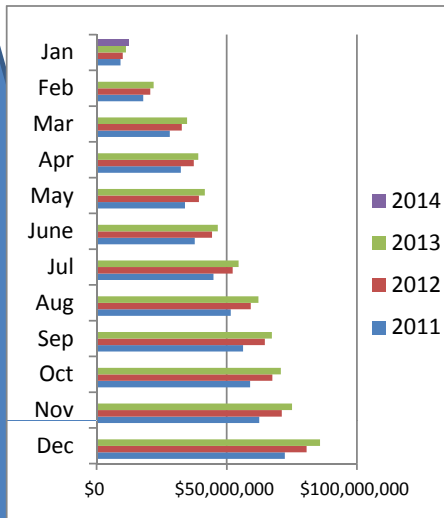
Total Net Taxable Sales					
	2011	2012	2013	2014	% change
					2014 from PY
Jan	\$39,457,505	\$41,718,482	\$49,216,940	\$52,258,000	6.18%
Feb	\$39,794,165	\$43,279,998	\$47,627,786	\$0	n/a
Mar	\$51,127,532	\$53,068,463	\$59,221,760	\$0	n/a
Apr	\$19,740,992	\$20,550,689	\$19,822,764	\$0	n/a
May	\$9,607,534	\$11,552,549	\$13,018,410	\$0	n/a
Jun	\$17,133,963	\$20,161,932	\$21,793,477	\$0	n/a
Jul	\$27,600,727	\$30,306,091	\$33,051,486	\$0	n/a
Aug	\$24,681,057	\$26,378,253	\$29,561,856	\$0	n/a
Sep	\$20,454,070	\$23,534,713	\$24,977,567	\$0	n/a
Oct	\$13,185,469	\$14,052,583	\$17,105,853	\$0	n/a
Nov	\$17,694,164	\$17,500,298	\$20,624,940	\$0	n/a
Dec	\$51,828,677	\$50,233,000	\$57,154,846	\$0	n/a
Total	\$332,305,855	\$352,337,052	\$393,177,684	\$52,258,000	



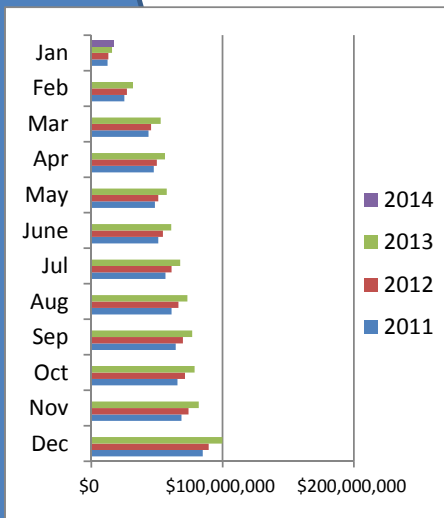
Retail					
	2011	2012	2013	2014	% change
					2014 from PY
Jan	\$8,873,745	\$9,332,951	\$10,697,178	\$11,314,268	5.77%
Feb	\$9,025,467	\$9,561,486	\$10,738,587	\$0	n/a
Mar	\$12,371,926	\$12,894,030	\$14,239,977	\$0	n/a
Apr	\$4,281,042	\$4,535,877	\$4,683,033	\$0	n/a
May	\$1,874,691	\$2,460,868	\$2,974,285	\$0	n/a
Jun	\$4,051,674	\$4,935,052	\$5,478,100	\$0	n/a
Jul	\$6,378,646	\$7,291,230	\$8,196,440	\$0	n/a
Aug	\$5,206,454	\$6,103,157	\$7,404,212	\$0	n/a
Sep	\$4,509,144	\$5,600,950	\$6,583,401	\$0	n/a
Oct	\$2,949,134	\$3,253,812	\$4,579,054	\$0	n/a
Nov	\$4,372,344	\$4,647,092	\$5,869,935	\$0	n/a
Dec	\$12,521,962	\$12,981,465	\$13,712,498	\$0	n/a
Total	\$76,416,228	\$83,597,969	\$95,156,700	\$11,314,268	



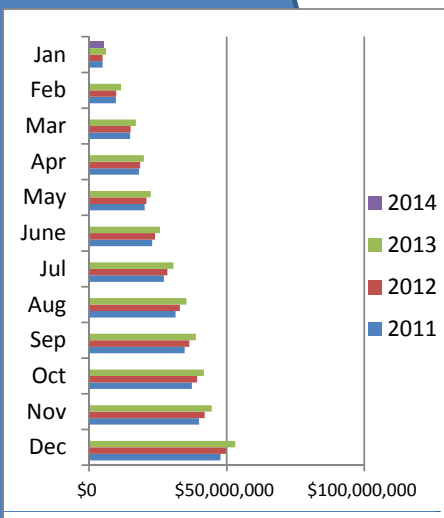
Weedtail					
	2011	2012	2013	2014	% change
					2014 from PY
Jan	\$98,400	\$112,836	\$213,016	\$951,609	346.73%
Feb	\$101,156	\$112,024	\$182,322	\$0	n/a
Mar	\$114,141	\$138,857	\$236,589	\$0	n/a
Apr	\$101,758	\$151,697	\$207,583	\$0	n/a
May	\$79,694	\$130,681	\$165,344	\$0	n/a
Jun	\$90,530	\$143,525	\$173,564	\$0	n/a
Jul	\$74,297	\$166,596	\$198,017	\$0	n/a
Aug	\$87,638	\$167,634	\$226,347	\$0	n/a
Sep	\$87,116	\$180,635	\$203,715	\$0	n/a
Oct	\$74,763	\$160,677	\$189,368	\$0	n/a
Nov	\$73,632	\$171,386	\$192,819	\$0	n/a
Dec	\$97,903	\$189,064	\$205,254	\$0	n/a
Total	\$1,081,028	\$1,825,612	\$2,393,937	\$951,609	



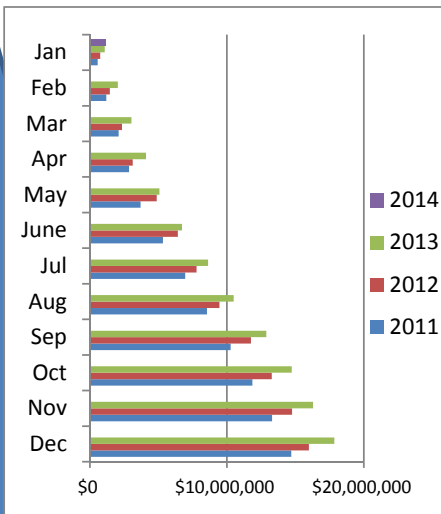
Restaurant / Bar					
	2011	2012	2013	2014	% change from PY
Jan	\$9,132,858	\$10,000,475	\$11,210,890	\$12,232,100	9.11%
Feb	\$8,708,081	\$10,576,852	\$10,650,063	\$0	n/a
Mar	\$10,231,641	\$12,086,391	\$12,880,787	\$0	n/a
Apr	\$4,227,322	\$4,662,012	\$4,286,906	\$0	n/a
May	\$1,629,285	\$1,975,658	\$2,506,094	\$0	n/a
Jun	\$3,761,795	\$5,006,301	\$4,967,871	\$0	n/a
Jul	\$7,179,297	\$7,964,540	\$8,048,195	\$0	n/a
Aug	\$6,655,377	\$6,905,724	\$7,576,454	\$0	n/a
Sep	\$4,725,746	\$5,423,426	\$5,206,502	\$0	n/a
Oct	\$2,675,462	\$2,924,663	\$3,411,178	\$0	n/a
Nov	\$3,522,382	\$3,613,665	\$4,336,091	\$0	n/a
Dec	\$9,843,423	\$9,534,760	\$10,782,266	\$0	n/a
Total	\$72,292,669	\$80,674,467	\$85,863,299	\$12,232,100	



Short-Term Lodging					
	2011	2012	2013	2014	% change from PY
Jan	\$12,273,406	\$12,980,188	\$15,747,695	\$17,157,706	8.95%
Feb	\$12,861,701	\$14,098,863	\$15,920,658	\$0	n/a
Mar	\$18,399,939	\$18,334,344	\$21,164,081	\$0	n/a
Apr	\$4,053,070	\$4,477,551	\$3,294,639	\$0	n/a
May	\$832,715	\$1,088,308	\$1,271,351	\$0	n/a
Jun	\$2,532,271	\$3,498,126	\$3,467,573	\$0	n/a
Jul	\$5,513,083	\$6,619,464	\$6,845,177	\$0	n/a
Aug	\$4,617,400	\$5,172,991	\$5,407,320	\$0	n/a
Sep	\$3,209,320	\$3,501,612	\$3,672,034	\$0	n/a
Oct	\$1,353,845	\$1,495,331	\$1,780,797	\$0	n/a
Nov	\$2,982,078	\$2,764,095	\$3,266,616	\$0	n/a
Dec	\$16,181,397	\$15,265,907	\$17,987,161	\$0	n/a
Total	\$84,810,225	\$89,296,780	\$99,825,102	\$17,157,706	



Grocery / Liquor					
	2011	2012	2013	2014	% change from PY
Jan	\$4,853,813	\$4,857,276	\$6,142,115	\$5,320,739	-13.37%
Feb	\$4,803,009	\$4,962,402	\$5,407,026	\$0	n/a
Mar	\$5,179,766	\$5,219,990	\$5,386,799	\$0	n/a
Apr	\$3,261,348	\$3,469,430	\$2,938,151	\$0	n/a
May	\$2,053,046	\$2,309,947	\$2,511,410	\$0	n/a
Jun	\$2,757,191	\$3,097,820	\$3,351,678	\$0	n/a
Jul	\$4,219,220	\$4,489,506	\$4,907,793	\$0	n/a
Aug	\$4,271,490	\$4,540,829	\$4,683,350	\$0	n/a
Sep	\$3,278,161	\$3,404,220	\$3,434,560	\$0	n/a
Oct	\$2,647,930	\$2,855,324	\$2,908,882	\$0	n/a
Nov	\$2,598,982	\$2,778,270	\$2,837,469	\$0	n/a
Dec	\$7,776,073	\$7,705,640	\$8,549,397	\$0	n/a
Total	\$47,700,028	\$49,690,652	\$53,058,631	\$5,320,739	

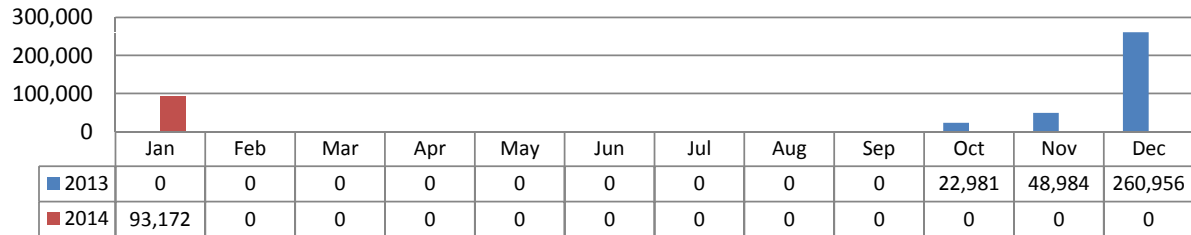


Construction					% change
	2011	2012	2013	2014	from PY
Jan	\$563,647	\$752,255	\$1,072,239	\$1,127,569	5.16%
Feb	\$633,474	\$703,811	\$964,673	\$0	n/a
Mar	\$890,826	\$881,518	\$996,930	\$0	n/a
Apr	\$770,474	\$779,206	\$1,055,938	\$0	n/a
May	\$836,918	\$1,761,256	\$978,334	\$0	n/a
Jun	\$1,630,112	\$1,540,822	\$1,653,588	\$0	n/a
Jul	\$1,625,460	\$1,366,520	\$1,903,161	\$0	n/a
Aug	\$1,594,166	\$1,670,785	\$1,870,078	\$0	n/a
Sep	\$1,722,226	\$2,297,356	\$2,378,395	\$0	n/a
Oct	\$1,595,351	\$1,521,388	\$1,858,158	\$0	n/a
Nov	\$1,437,391	\$1,482,393	\$1,555,679	\$0	n/a
Dec	\$1,392,964	\$1,226,412	\$1,553,233	\$0	n/a
Total	\$14,693,010	\$15,983,720	\$17,840,406	\$1,127,569	

Disposable Bag Fees

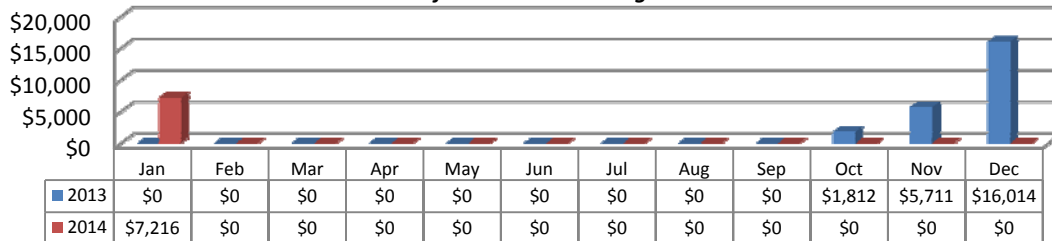
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags and achieve a goal of the SustainableBreck Plan. The ten cent fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and dissuade the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags. Retailers are permitted to retain 50% of the fee (up to \$1000/month through October 31, 2014; \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program.

of Disposable Bags Reported



YTD Bag Fees Remitted

Net of Retained Percentage*



*Retailers are permitted to retain 50% of the fee (up to \$1000/month through October 31, 2014; \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling.

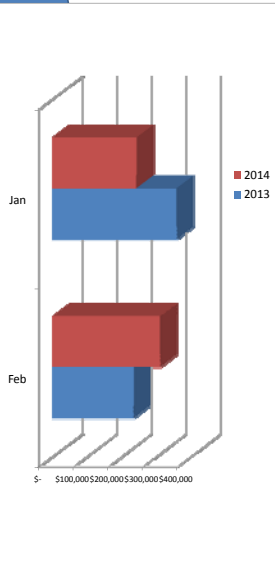
Real Estate Transfer Tax

New Items of Note:

- Revenue for the month of February surpassed prior year by 32.85%, and we surpassed the monthly budget by \$111,772.
- YTD Collections are up 3.58% from prior year and ahead of budget by \$48,858 (through 2/28).
- We fell short of the prior year churn by 24.48% year to date.
- Timeshare sales account for the majority of the sales (36.84%), with condominiums coming in second (35.01%). Single family homes previously held the majority share, falling to third place with 15.56% of the total.

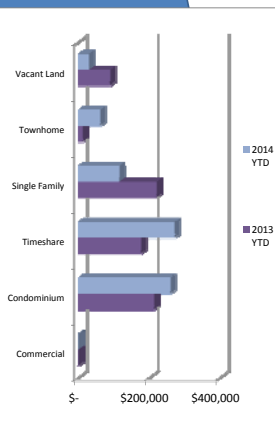
Continuing Items of Note:

- 2014 Real Estate Transfer Tax budget is based upon the monthly distribution for 2013. The reasoning is that we should compare to a year with a "normal distribution."

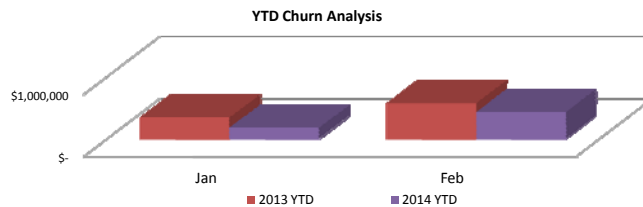


Total RETT						
	2012	2013	2014	% change	2014 Budget	+/- Budget
Jan	\$132,557	\$358,948	\$242,770	-32.37%	\$305,684	-\$62,914
Feb	\$234,630	\$234,357	\$311,353	32.85%	\$199,581	\$111,772
Mar	\$114,921	\$281,202	\$186,686	-33.61%	\$239,475	-\$52,788
Apr	\$174,514	\$380,279	\$0	n/a	\$323,850	n/a
May	\$292,708	\$446,840	\$0	n/a	\$380,534	n/a
Jun	\$251,397	\$259,659	\$0	n/a	\$221,128	n/a
Jul	\$252,104	\$373,510	\$0	n/a	\$318,085	n/a
Aug	\$388,749	\$393,194	\$0	n/a	\$334,848	n/a
Sep	\$311,285	\$496,379	\$0	n/a	\$422,722	n/a
Oct	\$387,028	\$506,334	\$0	n/a	\$431,199	n/a
Nov	\$389,275	\$403,015	\$0	n/a	\$343,212	n/a
Dec	\$761,919	\$328,416	\$0	n/a	\$279,683	n/a
Total	\$3,691,087	\$4,462,133	\$740,810		\$3,800,000	-\$3,930

*March #s are as of 03/12/2014



by Category					
Description	2013 YTD	2014 YTD	\$ change	% change	% of Total
Commercial	\$ 1,750	\$ 975	(775)	-44.29%	0.13%
Condominium	213,834	259,344	45,511	21.28%	35.01%
Timeshare	176,395	272,892	96,498	54.71%	36.84%
Single Family	220,209	115,251	(104,959)	-47.66%	15.56%
Townhome	13,520	61,915	48,395	357.95%	8.36%
Vacant Land	89,484	30,433	(59,051)	-65.99%	4.11%
Total	\$ 715,191	\$ 740,809	25,618	3.58%	100.00%



General Fund Revenues Summary

January 31, 2014

General Fund Revenue: At this early date, the Town's General Fund is at 103% of YTD budget (\$1.56 actual vs. \$1.52 million budgeted). The variances described below are all fairly minor.

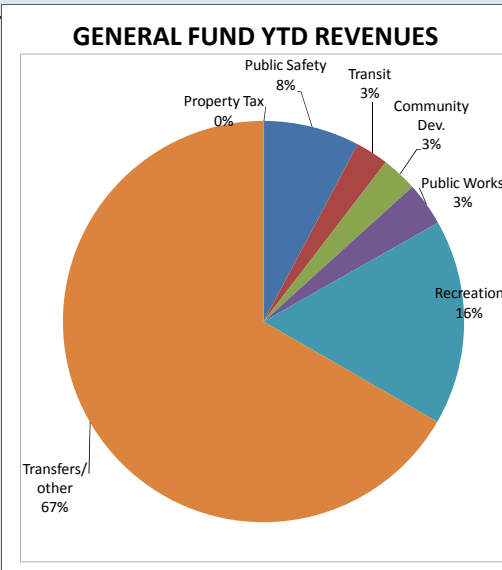
Variance Explanations:

Public Safety over budget due to Pay Parking.

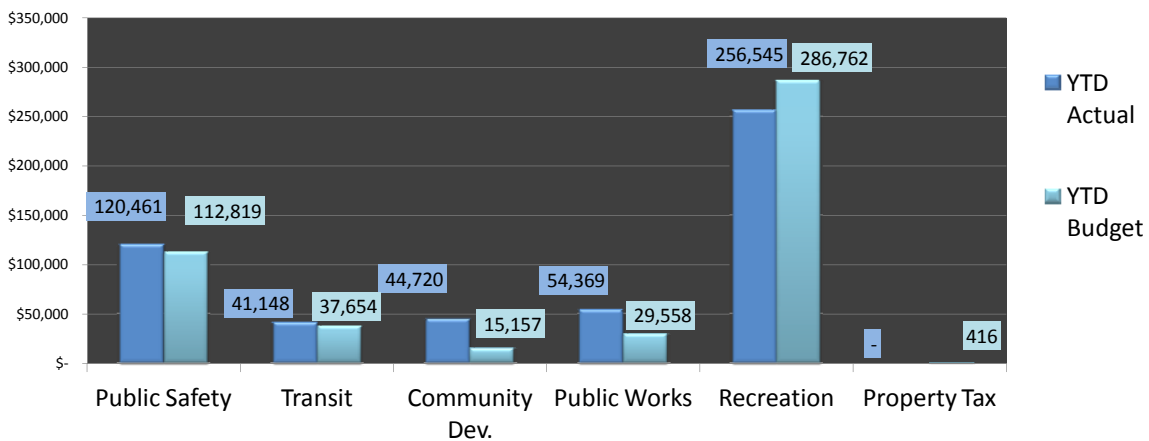
Comm. Dev. over budget due to Building permits plan check and Planning Fees (Class A, B, C, etc.).

Public Works over budget due to revenue received for prep work related to ice castle.

Property tax payments generally received from the County February through July.



Gen. Fund YTD Revenue Act vs. Bud - by Program



General Fund Expenditures Summary

January 31, 2014

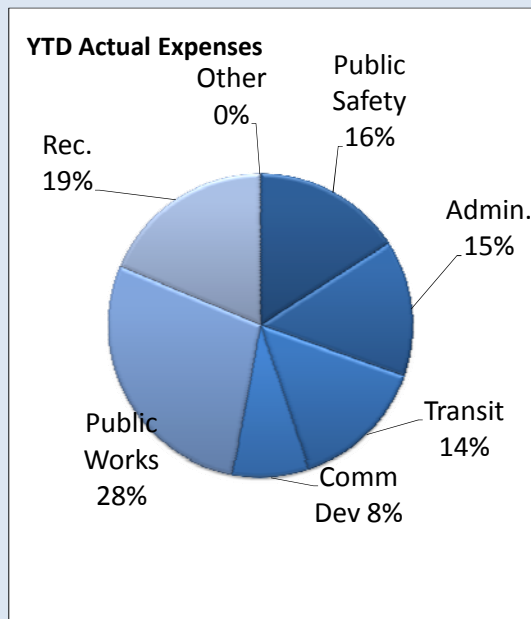
The General Fund January 2014 actual expenditures exceeded budget by 2% at \$1,916,412 vs. budget of \$1,876,397 .

Variance Explanations:

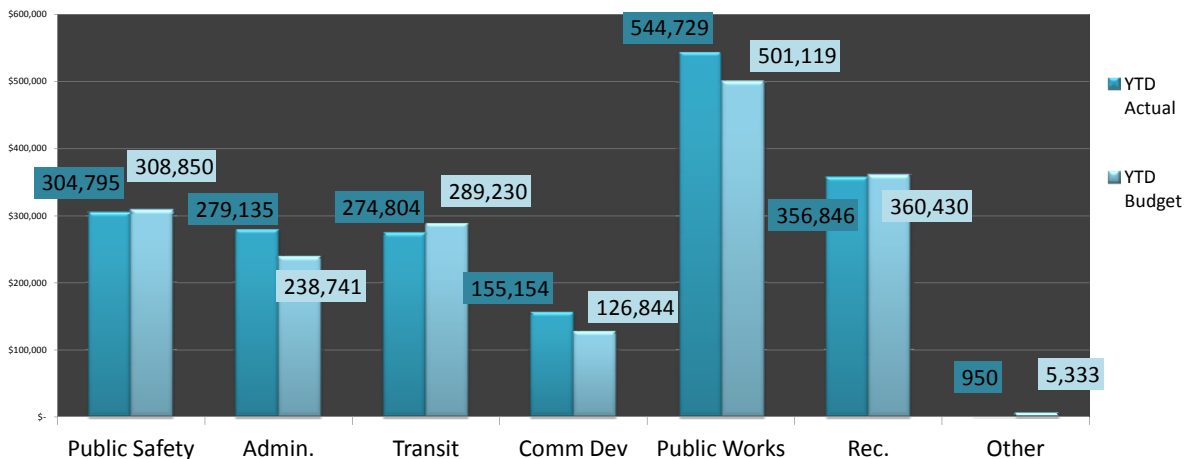
There are unfavorable expense variations in fully staffed departments due to wages (timing). There were three pay periods in January. The budget distribution is based on the actual expense pattern from 2012 in which the first three-pay-period month was March.

"Other" category is related to items rolled over to 2014

- a portion of the Nordic Center financing (retainage)
- Green Team budget for purchases of reuseable bags



Gen. Fund YTD Expenditures Act. vs. Bud. - by Program



Combined Statement of Revenues and Expenditures

All Funds January 31, 2014

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
General Governmental				
1 General and Excise Fund	\$ 810,948	\$ 839,353	97%	\$ 30,815,770
2 Marijuana	4,063	3,293	123%	530,815
3 Child Care	820,794	814,531	101%	821,868
4 Special Revenue	234,791	156,240	150%	5,846,078
5 Internal Service	289,820	287,185	101%	3,461,464
6 Subtotal General Governmental	\$ 2,160,415	\$ 2,100,602	103%	\$ 41,475,995
7 Capital Projects	3,303,773	2,873,750	115%	2,948,000
Enterprise Funds				
8 Utility Fund	58,112	5,884	988%	4,299,789
9 Golf	2,529	2,739	92%	2,137,530
10 Cemetery	1,250	2,715	46%	37,518
11 Subtotal Enterprise Funds	\$ 61,890	\$ 11,338	546%	\$ 6,474,837
12 TOTAL REVENUE	5,526,079	4,985,690	111%	50,898,832
13 Internal Transfers	9,950,605	9,948,823	100%	25,339,990
14 TOTAL REVENUE incl. x-fers	\$ 15,476,685	\$ 14,934,513	104%	\$ 76,238,822

EXPENDITURES	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
General Governmental				
1 General and Excise Fund	\$ 2,321,405	\$ 2,212,937	105%	\$ 23,829,590
2 Marijuana	47,730	50,051	95%	600,612
3 Child Care	94,421	59,349	159%	712,188
4 Special Revenue	680,588	1,016,456	67%	8,649,678
5 Internal Service	237,820	301,761	79%	3,514,128
6 Subtotal General Governmental	\$ 3,381,963	\$ 3,640,554	93%	\$ 37,306,196
7 Capital Projects	28,989	8,433,000	0%	14,891,035*
Enterprise Funds				
8 Utility Fund	160,466	213,634	75%	3,005,074
9 Golf	60,074	65,038	92%	1,757,661
10 Cemetery	0	1,131	0%	13,572
11 Subtotal Enterprise Funds	\$ 220,539	\$ 279,803	79%	\$ 4,776,307
12 TOTAL EXPENDITURES	3,631,492	12,353,357	29%	56,973,538
13 Internal Transfers	9,950,605	9,948,822	100%	25,339,990
14 TOTAL EXPENDITURES incl. x-fers	\$ 13,582,097	\$ 22,302,179	61%	\$ 82,313,528
15 TOTAL REVENUE less EXPEND.	\$ 1,894,588	\$ (7,367,666)	N/A	\$ (6,074,706)*

*The full 2014 budget amount is shown in the YTD Budget column as the timing of capital expenditures does not follow a predictable trend.

General Governmental Funds - General, Excise and Special Projects

Special Revenue Funds - Marketing, Affordable Housing, Open Space, Conservation Trust, and Medical Marijuana

Internal Service Funds - Garage, Information Technology (IT), and Facilities

ALL FUNDS REPORT

January 31, 2014

As stated in the Executive Summary section of this month's report, tax revenues for the first month of 2014 are accrued back to December of the prior year.

Most other revenue variances are due to timing.

2014 Budget has been increased for rollover items in the January resolution.

Capital Fund:

- Revenue: over budget due to County contribution received for Harris Street building (timing).
- Expense: under budget due to timing of capital expenditures.
- The Capital Fund is the primary cause of the gap in YTD budget vs. actual expenses in the graph at right.

Utility:

- Revenue: over budget due to bulk water (ice castle) and PIF's
- Expense: over budget due to 3 pay periods in January-timing

Fund Descriptions:

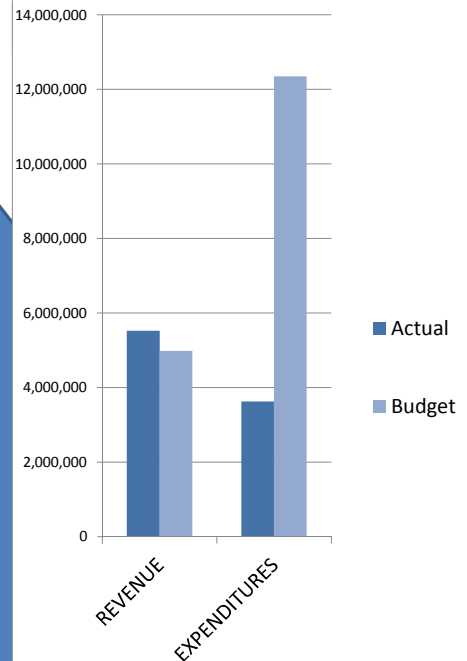
General Governmental - General, Excise, Special Projects, Child Care, Marijuana

Special Revenue Funds - Marketing, Affordable Housing, Open Space, and Conservation Trust

Enterprise Funds: Golf, Utility, Cemetery

Internal Service Funds - Garage, Information Technology (IT), and Facilities

YTD Actual Revenues and Expenditures vs. Budget



MARIJUANA MEMORANDUM

Legalized sales of marijuana began in the Town of Breckenridge in November 2009, in the form of medical marijuana. In January 2014, these sales expanded to the sales of recreational marijuana. Both forms are subject to a total of 7.5% Town tax (2.5% sales tax & 5% additional excise tax). The Town will also receive 15% of the State's 10% recreational marijuana excise tax collected in the Town limits, as well as 70% of County's 2.75% tax on all sales in town limits. The sector has also been included in the 2014 audit plan. Additional audit focus will be placed on 2017, at which time an ideal 3 year audit period of recreational marijuana sales can be captured.

Tax Rates								
Standard Retail Sales			Weedtail					
	Town Share	Total	Medical Marijuana	Town Share	Total	Recreational Marijuana	Town Share	Total
State Sales Tax	0.000%	2.900%	State Sales Tax	0.000%	2.900%	State Sales Tax	0.000%	2.900%
County Sales Tax	1.930%	2.750%	County Sales Tax	1.930%	2.750%	State Excise Tax	1.500%	10.000%
Affordable Housing Tax	0.125%	0.125%	Affordable Housing Tax	0.125%	0.125%	County Sales Tax	1.930%	2.750%
Town Sales Tax	2.500%	2.500%	Town Sales Tax	2.500%	2.500%	Affordable Housing Tax	0.125%	0.125%
			Town Excise Tax	5.000%	5.000%	Town Sales Tax	2.500%	2.500%
						Town Excise Tax	5.000%	5.000%
Total	4.555%	8.275%	Total	9.555%	13.275%	Total	11.055%	23.275%

Retail Store	Medical	Recreational
Alpenglow Botanicals LLC	X	X
Breckenridge Cannabis Club		X
Breckenridge Organic Therapy	*	*
Organix	X	X
Soulshine Medical Consulting	X	

* Breckenridge Organic Therapy converted their license from a medical marijuana to recreational marijuana effective January 30, 2014.

Cooperation Efforts:

In an effort to build a robust local compliance program for marijuana-related businesses, the Tax Auditor arranged a meeting with the State of Colorado Division of Marijuana Enforcement. The most important issue discussed was the additional data sharing necessary for municipalities to complement the State's compliance efforts. Data from the State's Marijuana Information Tracking System (MITS), sales tax returns, and enforcement actions within local jurisdictions will be essential, not only for auditing, but for public safety purposes as well. Due to the cash nature of marijuana businesses (a result of federal banking regulations), the MITS system will play a pivotal role in State and local auditing. As these concerns are also a priority for other municipalities within the State, Staff will be issuing a report to the Colorado Municipal League (CML) Tax Committee. Taking the initiative in the effort to ensure cooperation amongst taxing jurisdictions, and working in concert with other stakeholders to ensure a robust compliance program, will pay dividends now and well into the future. These efforts reflect well on the Town of Breckenridge and reinforce the proactive and progressive nature of the Town. And, as the legal environment for these businesses continues to evolve, Finance staff will remain committed to ongoing education and outreach. These efforts will ensure management and Council have the tools to make informed decisions relating to this highly volatile and visible issue. Finance staff are also collaborating with the Police Department regarding how to effectively coordinate on these efforts. Keeping up with nuances and proposed legislation regarding the banking regulations, as they affect this industry, is also on the radar of Finance staff.

Per Capita Recreational Sales : (January 2014)

Local Government	Recreational Sales	Population	Per Capita Sales
Breckenridge	\$760,667	4,564	\$166.67
Denver	\$8,572,400	634,265	\$13.52
Telluride	\$414,533	2,291	\$180.94
Combined Local Governments	\$4,270,333	272,726	\$15.66

*Combined Local Governments includes: Alma, Carbondale, Central City, Edgewater, Empire, Frisco, Garden City, Idaho Springs, Northglenn, Silverthorne, Steamboat Springs, Wheat Ridge, Clear Creek County, Gilpin County, and Pueblo County.



M E M O R A N D U M

TO: Town Council

FROM: Michael Mosher, Planner III, Community Development

DATE: March 19, 2014 (For Meeting March 25, 2014)

SUBJECT: Town Project: Old Masonic Hall

The Old Masonic Hall (PC#2014011) is being reviewed as a Town Project. All public noticing requirements for the approval of a Town Project have been fulfilled as required under the recently adopted Town Projects Ordinance amendment (by Council Bill No. 1, Series 2013).

The historic Arbogast Building (aka Masonic Lodge No. 47 or Abby Hall) is to be stabilized, restored and rehabilitated. The small shed addition at the back of the building will be replaced to improve internal and external functions for inclusion into the Town's Arts District.

The Planning Commission held a public hearing March 18th and recommended approval of the Old Masonic Hall as presented with the passing Point Analysis and Findings.

Attached to this memo is a Staff report, substantially the same as presented to the Planning Commission and attachments including site plan and elevations. Staff will be available at the meeting to present the project and answer any questions.

Town Council Staff Report

Subject: Old Masonic Hall Restoration and Rehabilitation
(Town Project, PC#2014011)

Proposal: To stabilize, restore and rehabilitate the historic Arbogast Building (aka Masonic Lodge No. 47 or Abby Hall), replace a small addition at the back of the building and improve the property for inclusion into the Town's Arts District.

Date: March 19, 2014 (For meeting of March 25, 2014)

Project Managers: Michael Mosher, Planner III – Community Development
Shannon Smith, Civil Engineer - Engineering Department

Applicant/Owner: Town of Breckenridge

Agent: Janet Sutterley, Architect

Address: 136 South Main Street

Legal Description: Abbett Addition, Block 1, Lots 4 & 5

Site Area: 0.119 acres (5,163 sq. ft.)

Land Use District: 19 - Commercial Use, 1:1 Floor Area Ratio (FAR); 20 Units per Acre (UPA)

Historic District: 6 - Core Commercial - (no above ground density limitation)

Site Conditions: The Old Masonic Hall fronts the west end of the property. A small shed addition (construction date unknown) is at the back of the building. The rest of the property is unimproved with the exception of some aspen and a spruce tree located at the southwest corner behind a small timber retaining wall. There is a 5-foot wide by 20-foot deep public service easement at the northeast corner of the property. However, the utility pedestals are located on Lot 4 to the north.

Adjacent Uses: North: Retail with upper level residential
East: Alley and Arts District
South: Washington Avenue and Barney Ford House/Museum
West: Main Street, Rounds Building

Density: Allowed under LUGs: 5,163 sq. ft.
Proposed density: 3,604 sq. ft.

Mass: Allowed under LUGs: 5,163 sq. ft.
Proposed mass: 3,604 sq. ft.

Total Areas:

Main Level:	1,802 sq. ft.
Upper Level:	1,802 sq. ft.
Total	3,604 sq. ft.

Height:	Existing (no change):	23 feet (overall)
Parking:	Required:	5.05 spaces
	Proposed:	Parking in Town Service Area
Setbacks:	Front (No change):	6.5 ft.
	Sides (No change):	7 and 11 ft.
	Rear:	39 ft.

Item History



This building was constructed circa 1892 by Dr. A. B. Arbogast, and in its early years, was used as a grocery store and physician's office before becoming a Masonic lodge in the early 1900s. The enclosed rear vestibule was evidently constructed sometime after 1914 as it does not appear on the August 1914 Sanborn insurance map. A second shed edition also has no date for construction.

Doctor Arbogast maintained his doctor's office upstairs and leased out the downstairs commercial space to Frank H. Patton. Patton's Place II had big windows that faced west and were protected from the hot sun by a big awning that read "Hardware and Tinware". The small building to the south was constructed shortly after the Arbogast building was constructed and was later removed in 1959 to relieve drainage problems

In 1905, Breckenridge Mason's Lodge No. 47 purchased the property for \$800. In 2002, the Breckenridge Lodge No. 47 had been utilizing this building for nearly 100 years. Most recently, the building was owned privately and was commonly known as Abby Hall.

Staff Comments

Since this is a proposal for a Town owned building on Town owned property, it is reviewed under the *Town Project Ordinance*. This report will cover only those policies relevant to this application and the proposed scope of development.

Density/Intensity (3/A & 3/R)/Mass (4/R): Both the density and mass fall below what is allowed on this property within this Land Use District. Also, in this Character Area, there is no limitation on above ground density beyond the Land Use Guideline recommendation.

Social Community (Policy 24/A & 24/R): Staff notes that the Development Code policies that related to the Handbooks of Design Standards for the Historic and Conservation Districts (and all Character areas) has been moved from Policy 5, Architectural Compatibility to Policy 24, The Social Community.

For all Priority Policies (Absolute):

Historic And Conservation District: Within the conservation district, which area contains the historic district (see special areas map10) substantial compliance with both the design standards contained in the "handbook of design standards" and all specific individual standards for the transition or character area within which the project is located is required to promote the educational, cultural, economic and general welfare of the community through the protection, enhancement and use of the district structures, sites and objects significant to its history, architectural and cultural values.

For all Design Standards (Relative):

3 x (-5/+5) E. Conservation District: Within the conservation district, which contains the historic district, compatibility of a proposed project with the surrounding area and the district as a whole is of the highest priority. Within this district, the preservation and rehabilitation of any historic structure or any "town designated landmark" or "federally designated landmark" on the site (as defined in chapter 11 of this title) is the primary goal. Any action which is in conflict with this primary goal or the "handbook of design standards" is strongly discouraged, while the preservation of the town's historic fiber and compliance with the historic district design standards is strongly encouraged. Applications concerning development adjacent to Main Street are the most critical under this policy.

Restoration of historic building:

The main level façade will be restored to its original historic character and detail based on older surviving photographs that show the original storefront entry and glazing. The upper level of this façade is still intact and will be repaired as needed. This restoration will bring the storefront back to the Commercial Core Character Area standard we see along this portion of Main Street and abide with Priority Policies 42, 43, 45, 46, and 47 of the Historic Handbook:

- 42. Maintain the original size and shape of the store front opening.*
- 43. Maintain the storefront wall at its historic position.*
- 45. Maintain recessed entries where they exist.*
- 46. Maintain the kickplate that is found below the display window.*
- 47. Preserve the transom, above the display windows, if it exists.*

A new foundation is proposed and structural wall/roof reinforcement to help stabilize the entire structure. The historic wood lap siding, windows, and architectural details are to be repaired, restored or replaced as needed. All new plumbing, HVAC, and electrical work are also proposed. All material to be

replaced shall abide with the guidelines from the *Handbook of Design Standards for the Historic and Conservation Districts*.

Per Policy 24/R:

(Town Council approved Ord. 15, Series 2013 on May 14, 2013. This ordinance reassessed the impacts of new development with respect to historic structures and properties within the Conservation District. The portions of this ordinance regarding preservation and restoration for this proposal are below.)

+6: *On site historic preservation/restoration effort of above average public benefit.*

Examples: Restoration/preservation efforts for windows, doors, roofs, siding, foundation, architectural details, substantial permanent electrical, plumbing, and/or mechanical system upgrades, plus structural stabilization and installation of a full foundation which fall short of bringing the historic structure or site back to its appearance at a particular moment in time within the town's period of significance by reproducing a pure style.

+9: *On site historic preservation/restoration effort with a significant public benefit.*

*Example: Restoration/preservation efforts which bring a historic structure or site back to its appearance at a particular moment in time within the town's period of significance by reproducing a pure style and respecting the historic context of the site that fall short of a pristine restoration. Projects in this category will remove noncontributing features of the exterior of the structure, **and will not include any aboveground additions.** (Emphasis added.)*

The Planning Commission finds that with the above described restoration plans, this proposal could be awarded positive six (+6) points. The addition would keep it from obtaining positive nine (+9) points.

All historic photos of the building show the building to be a light color with matching trim. In keeping with this character, the historic building will be repainted a warm “Summerhouse Beige” for the siding, “Navajo White” for the wood windows, storefront and trim, with a darker “Chesapeake” for selected trim.

Building Code Required Handicap Access:

Design Guideline 23 from the *Handbook of Design Standards for the Historic and Conservation Districts*

23. *Avoid removing or altering any historic material or significant features.*

- *Preserve original doors, windows and porches.*
- *Preserve original facade materials.*
- *Examples of historically significant architectural features are porches, turned columns, brackets, and jig-saw ornaments. Other significant elements may be the overall building form, or roof form.*

In order to obtain the Code required handicap access to the main building, a new entry door is proposed on the north elevation of the historic structure. It is located on the north elevation adjacent to the neighboring historic structure which is 15-feet away. The handicap access ramp is designed with a simple shed roof element covered with a cut-shingle wood roof. This front roof edge is set back 18-inches from the primary façade of the historic structure to reduce its visual impacts. The new door

opening in the north wall will remove some historic fabric, but the impacts can be reversed in the future if needed.

There is a surviving partial historic window on the east elevation that is proposed to be covered by a portion of the shed roof structure. Only the upper portion remains. The plan is to completely restore this window, but only have it visible on the inside of the building. With the removal and restoration of the fabric, the total impacts have been reduced and, like above, this can be reversed.

The Commission supports negative three (-3) points under Design Standard 23 (above) for the removal of the fabric for the required door and covering the east window.

The Shed Addition:

The addition at the back of the building is in poor structural shape, has site drainage problems, and inhibits the proposed uses for the building. It is to be removed with this application.

Per Priority Policy 80A. Use connectors to link smaller modules and for new additions to historic structures.

*When adding onto a historic building, a connector **should be used when the addition would be greater than 50% of the floor area of the historic structure** or when the ridge height of the roof of the addition would be higher than that of the historic building. (Emphasis added)*

Since the proposed 352 square foot (above ground) addition represents less than 50% of the 2,820 square foot historic building, a connector is not required. However, following the design guidelines of this policy, the addition is subordinate in height, width and is finished with courser materials than the main building. The roof is to be a rusted corrugated metal. The rough sawn siding is shown as "Old oil finish" and the window trim will be "Navajo white".

Within a Handbook of Design Standards, there is a section titled Additions to Existing Buildings. Priority policy 36 states: "*Design additions to historic building such that they will not destroy any significant historic architectural or cultural material.*" Also, priority policy 37 states: "*Additions should be compatible in size and scale the main building.*"

The proposed addition will house a new mechanical room and storage area below grade, on the main level, and a new east entry and serving kitchen on the upper level. The Planning Commission has no concerns.

The architecture of the back addition will appear as other similar structure in the Historic District as a secondary subordinate addition. It will be constructed with 1X6 rough sawn cedar vertical siding. The roofs will be a rusting corrugated metal. The roof forms are simple gable and shed forms.

A new public access entry is proposed off the Washington Avenue sidewalk up to this addition. A simple gable element is proposed to protect the new door. Vertically oriented double hung windows are also proposed on this elevation.

Beneath the proposed porch, on the east elevation, two sliding windows (that appear as vertically oriented double hung windows) are proposed. These windows will open and function as a pass-through to the terrace area for the warming kitchen inside. The Planning Commission have no concerns with the proposed addition.

Terrace Area:

The back of the property is to be improved with new landscape, hardscape and pedestrian access. The function of this area will be to provide an outdoor flexible space that will integrate with the neighboring Arts District (now under construction). Snow removal is located to the south of the terrace on the downhill slope along Washington Avenue.

A new site stair is proposed off Washington Avenue up to the terrace level. This provides direct access to the terrace level and the building (handicap access is from the alley) without walking through the front level of the main building off Main Street.

As a result of the grade change from the Washington Avenue right of way to the terrace level, two low retaining walls are proposed west of the stairs and single wall to the east. The walls will be constructed concrete and faced with dry-stacked style natural local stone similar to historic foundations seen in the Historic District. There will be planting between the walls.

Building Height (6/A & 6/R): There is no proposed height change to the 26-foot tall historic building. The addition at the back of the property is 16-feet tall. The Commission has no concerns.

Access / Circulation (16/A & 16/R; 17/A & 17/R): The plans show improved access and internal circulation for all pedestrians. We have no concerns.

Parking (18/A & 18/R): There has been no legal parking areas on the site (though vehicles have been parked in the back dirt area for years) for the life of the building. As with other historic buildings in the Core Commercial Character area, the required parking for this use may be “grandfathered” into the Town’s Parking Service Area. The Commission have no concerns.

Landscaping (22/A & 22/R): Pending final approval and final design of the Terrace Area, the current landscaping (shown on the Concept Site Plan sheet) shows that the existing mature aspens at the southwest corner of the lot will be preserved. The existing spruce tree in this area will be removed. Three new aspen trees will be planted in the terrace area and a small art-sculpture area along the south side of the site will have two new aspen trees. Various native grasses, shrubs and ground covers will be placed in the remaining permeable areas. We anticipate that final design will be done in the field in a manner similar to the Concept Site Plan.

Utilities Infrastructure (26/A & 26/R; 28/A): As noted above, the existing utility pedestals off the alley are not located in the platted easement, but on Lot 4, the Wildflower building, to the north. Their location restricts pedestrian access to the south entry to the living spaces in the Wildflower building. As part of this application, the utility pedestals will be moved onto easement on the Old Masonic Hall property. This will allow access to the Wildflower building directly from the alley.

Drainage (27/A & 27/R): As the building sits today, site water from the alley side flows west towards the back of the building. With the new shed addition and Terrace Area design, the site will be regarded to provide positive drainage away from the building.

Point Analysis (Section: 9-1-17-3): This application has met all Absolute Policies. For the restoration plans, the Planning Commission is recommending positive six (+6) points be awarded under relative Policy 24, Social Community. Negative three (-3) points are suggested under relative Policy 24, Social

Community for the removal of historic fabric. This brings the project to a passing score of positive three (+3) points.

Planning Commission Recommendation

This is a Town Project pursuant to the recently adopted ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013), effective April 12, 2013. The Planning Commission has made a recommendation to Town Council that the Council approve the renovation, restoration and addition of the Old Masonic Hall, PC#2014011 with the attached Point Analysis and Findings.

Final Hearing Impact Analysis				
Project:	Old Masonic Hall Restoration and Rehabilitation	Positive Points	+6	
PC#:	2014011			
Date:	2/24/2014	Negative Points	- 3	
Staff:	Michael Mosher, Planner III			
		Total Allocation:	+3	
Items left blank are either not applicable or have no comment				
Sect.	Policy	Range	Points	Comments
1/A	Codes, Correlative Documents & Plat Notes	Complies		
2/A	Land Use Guidelines	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	Density/Intensity	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	Architectural Compatibility / Historic Priority Policies	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	Building Height	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	Ridgeline and Hillside Development	Complies		
9/A	Placement of Structures	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		
13/A	Snow Removal/Storage	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	Storage	Complies		
14/R	Storage	2x(-2/0)		
15/A	Refuse	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		
15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	External Circulation	Complies		
18/A	Parking	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		

18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	Loading	Complies		
20/R	Recreation Facilities	3x(-2/+2)		
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	Landscaping	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	Social Community	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)	- 3	Removal of historic fabric on north wall for handicap access
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15	+6	Based on photographs that show the original storefront entry, the main level façade will be restored to its original historic character. This will bring the storefront back to the standard we see along this portion of Main Street and abide with Priority Policies 42, 43, 45, 46, and 47. A new foundation is proposed with structural reinforcement to help stabilize the entire structure. The historic siding, windows, and architectural details are to be repaired, restored or replaced as needed. All material to be replaced shall abide with the guidelines from the Handbook of Design Standards for the Historic and Conservation Districts.
25/R	Transit	4x(-2/+2)		
26/A	Infrastructure	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	Drainage	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	Utilities - Power lines	Complies		
29/A	Construction Activities	Complies		
30/A	Air Quality	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	Water Quality	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	Water Conservation	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		

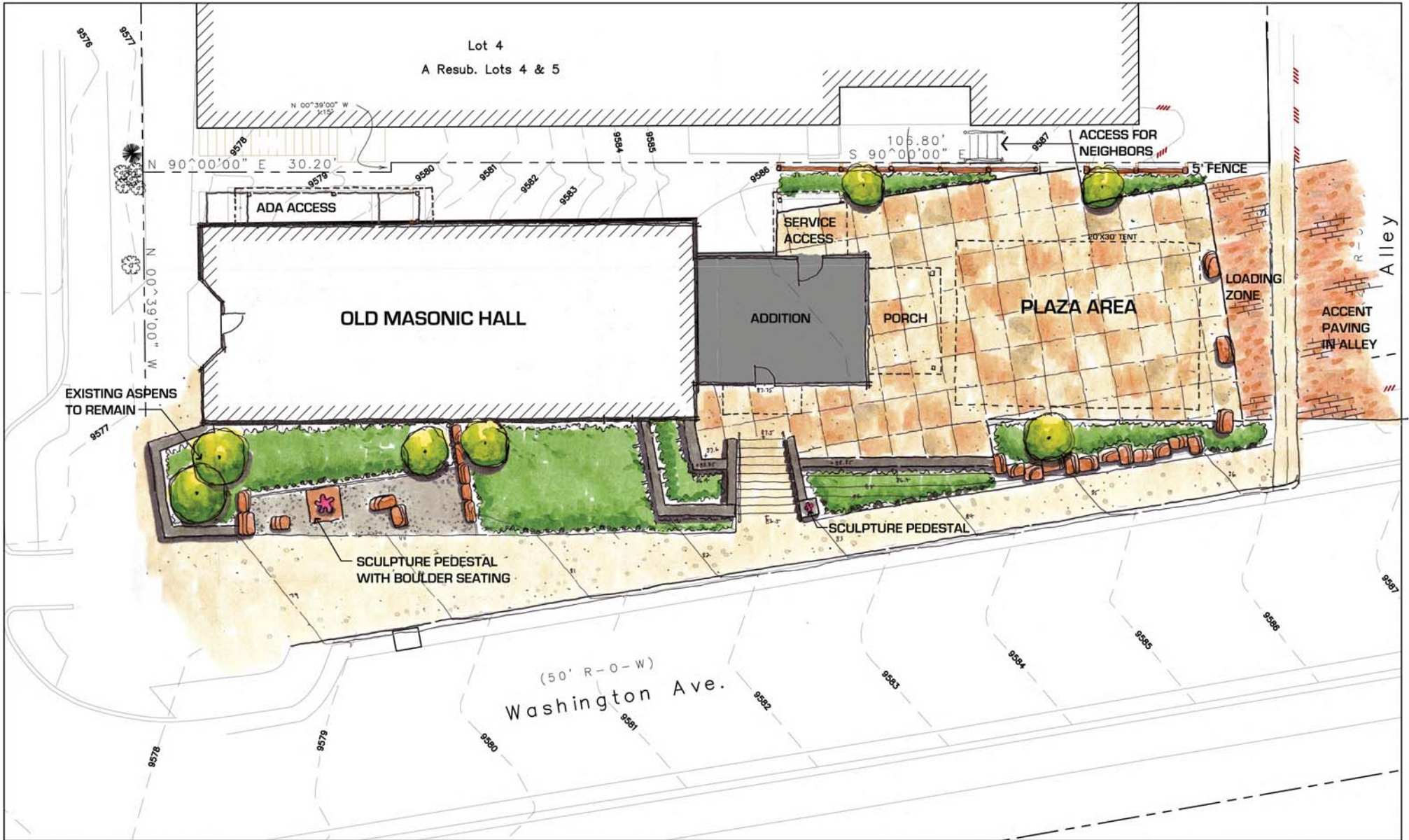
34/A	Hazardous Conditions	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	Subdivision	Complies		
36/A	Temporary Structures	Complies		
37/A	Special Areas	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	Home Occupation	Complies		
39/A	Master Plan	Complies		
40/A	Chalet House	Complies		
41/A	Satellite Earth Station Antennas	Complies		
42/A	Exterior Loudspeakers	Complies		
43/A	Public Art	Complies		
43/R	Public Art	1x(0/+1)		
44/A	Radio Broadcasts	Complies		
45/A	Special Commercial Events	Complies		
46/A	Exterior Lighting	Complies		
47/A	Fences, Gates And Gateway Entrance Monuments	Complies		
48/A	Voluntary Defensible Space	Complies		
49/A	Vendor Carts	Complies		

TOWN OF BRECKENRIDGE

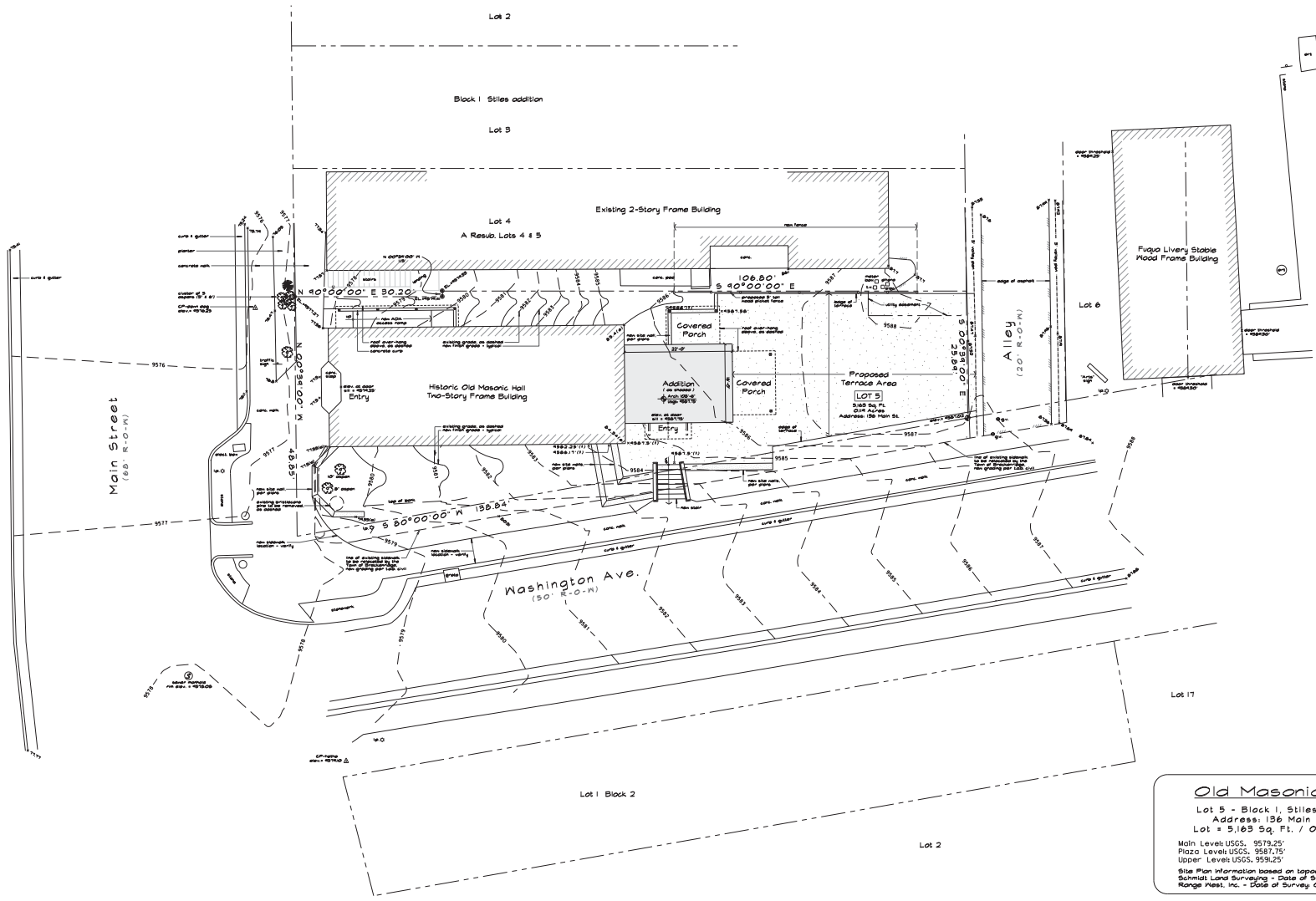
**Old Masonic Hall Restoration and Rehabilitation
Abbott, Block 1, Lots 4 & 5
136 South Main Street
PERMIT #2014011**

FINDINGS

1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project on March 18, 2014. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on March 18, 2014 notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4(2) of the Breckenridge Town Code. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on March 25, 2014. This Town Project was listed on the Town Council’s agenda for the March 25, 2014 agenda that was posted in advance of the meeting on the Town’s website.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.



 MARY HART DESIGN land planning landscape architecture P.O. Box 82598 Breckenridge, CO 80424 970-389-3582 maryhartdesign@gmail.com	SCALE 1"=5'-0" NOTE: IF THIS DRAWING IS NOT 24"X36", IT HAS BEEN REVISED FROM ITS ORIGINAL SIZE. SCALE IS NO LONGER APPLICABLE.	OLD MASONIC HALL ADDITION & RESTORATION LOT 5, A RESUBDIVISION OF LOTS 4 & 5 OF BLOCK 1, STILES ADDITION TOWN OF BRECKENRIDGE, COLORADO	REVISIONS NO. DATE ISSUE 1	DATE	DRAWING TITLE: CONCEPT SITE PLAN	DRAWING NO: L-1



Old Masonic Hall
 Lot 5 - Block 1, Stiles Addition
 Address: 136 Main Street
 Lot = 5,163 Sq. Ft. / 0.118 Acres

Main Level USGS: 9574.25'	= Arch. 100'-0"
Piazza Level USGS: 9587.75'	= Arch. 108'-6"
Upper Level USGS: 9591.25'	= Arch. 112'-0"

Site map information based on topographic map by Schmidt Land Surveying - Date of Survey 11-30-2012
 Range West, 1c - 26th of Survey 06-26-2006

 **Site Plan**
 Scale: 1" = 10'-0"

OLD MASONIC HALL
ADDITION & RESTORATION
 LOT 5, A RESUBDIVISION OF LOTS 4 & 5
 OF BLOCK 1, STILES ADDITION
 TOWN OF BRECKENRIDGE, COLORADO

Schematic Design:
 Site Plan
 Scale: 1" = 10'-0"
 Date: 02-14-2014



architectural
 consultation
 (877) 455-5715



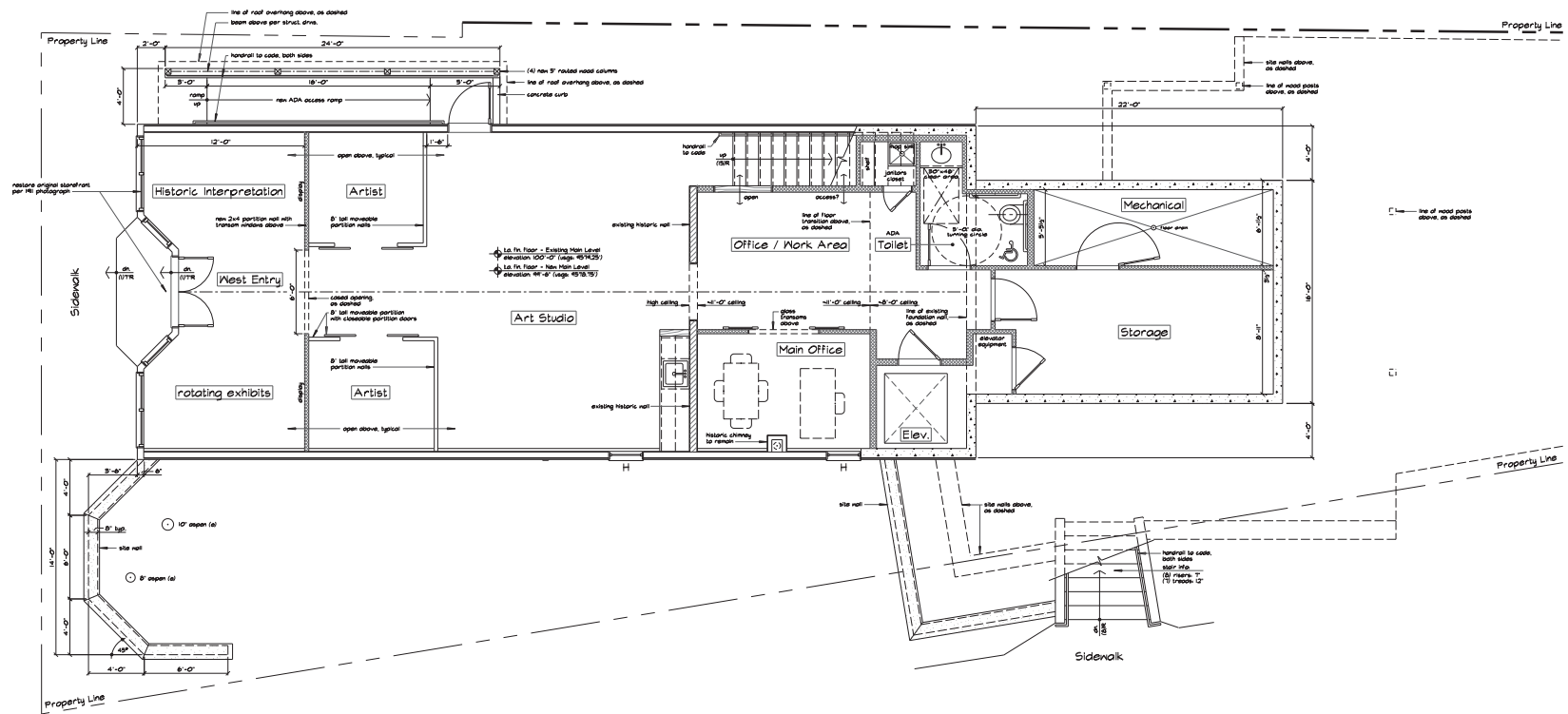
OLD MASONIC HALL
ADDITION & RESTORATION
 LOT 5, A RESUBDIVISION OF LOTS 4 & 5
 OF BLOCK I, STILES ADDITION
 TOWN OF BRECKENRIDGE, COLORADO

Schematic Design:
 Floor Plans,
 Main Level
 Scale: 1/4" = 1'-0"
 Date: 05-14-2014

architectural
 consultation

JL SUTTERLY ARCHITECT
 ARCHITECTS
 1000 W. 10th Street, Suite 100
 Breckenridge, CO 80424
 P.O. Box 3888 Breckenridge, CO 80424
 (970) 458-1774

A-2

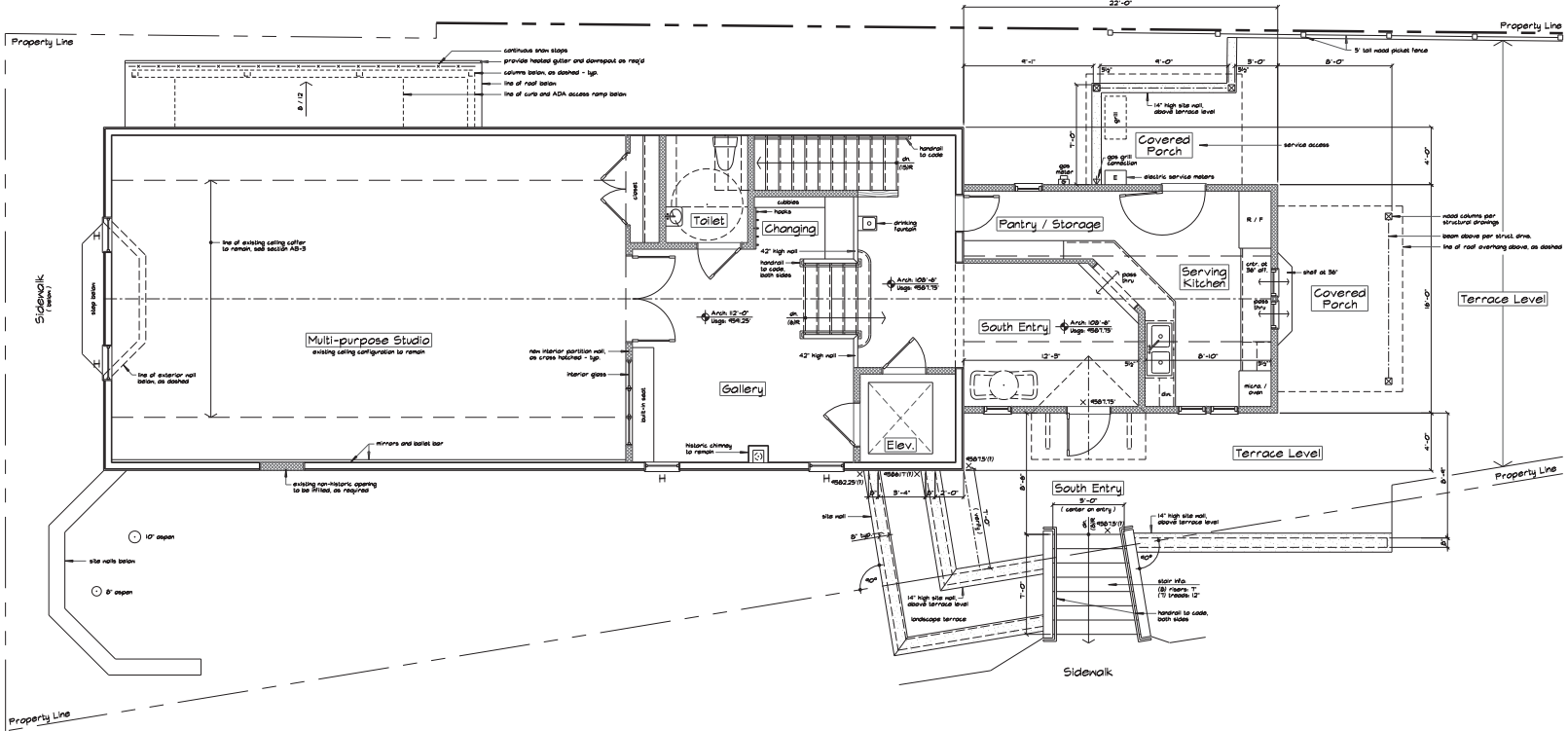



Main Level Floor Plan
 Scale: 1/4" = 1'-0"
 Existing historic building = 1,480
 Addition = 882
 Total Sq. Ft. = 2,362

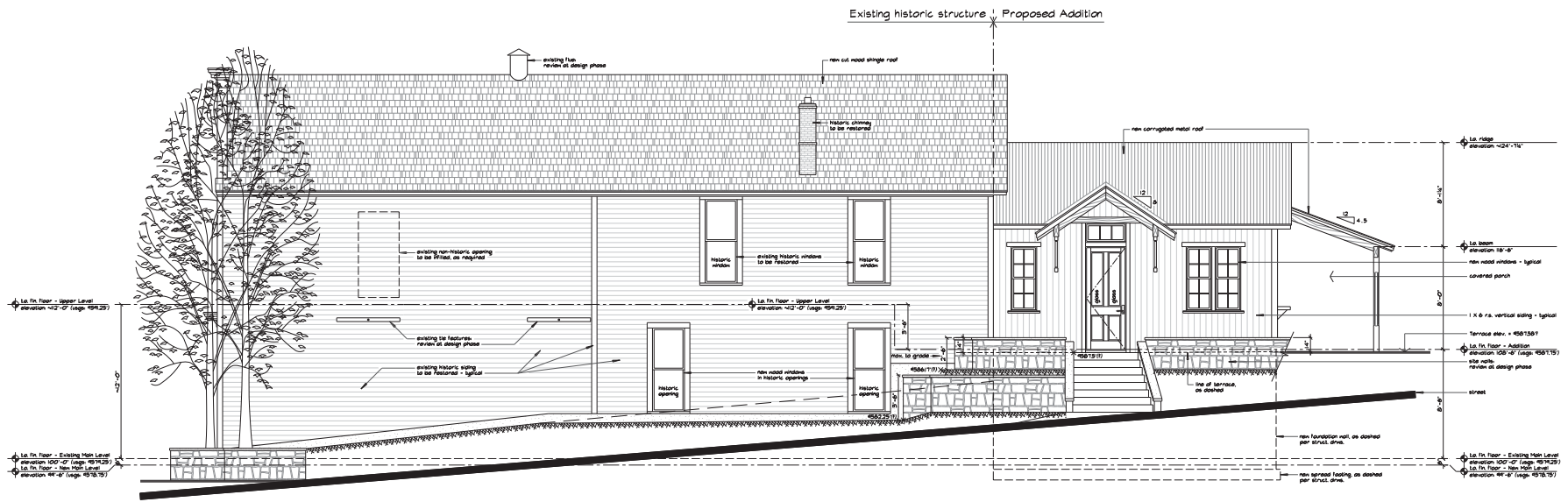
**OLD MASONIC HALL
ADDITION & RESTORATION**
LOT 5, A RESUBDIVISION OF LOTS 4 & 5
OF BLOCK 1, STILES ADDITION
TOWN OF BRECKENRIDGE, COLORADO

Schematic Design:
Floor Plans,
Terrace and
Upper Level
Scale: 1/4" = 1'-0"
Date: 05-14-2014

architectural
consultation
J. SATTERLY ARCHITECT
BRECKENRIDGE, CO. 80424
p.o. box 3888 breckenridge, co. 80424 (970) 458-1778



1		Terrace and Upper Level
A-3		Scale: 1/4" = 1'-0"
		Existing historic building = 1,480
		Addition = 882
		Total Sq. Ft. = 1,802



1 South Elevation
Scale: 1/4" = 1'-0"



2 West Elevation
Scale: 1/4" = 1'-0"

OLD MASONIC HALL
ADDITION & RESTORATION
 LOT 5, A RESUBDIVISION OF LOTS 4 & 5
 OF BLOCK I, STILES ADDITION
 TOWN OF BRECKENRIDGE, COLORADO

Schematic Design:
 Exterior Elevations,
 South & West
 Scale: 1/4" = 1'-0"
 Date: 02-14-2014



architectural
 consultation




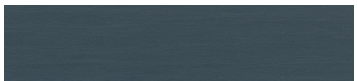




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**Old
Masonic Hall**
Addition & Restoration
136 Main Street
Breckenridge, CO. 80424

MATERIAL / COLOR BOARD: 03-13-2014

Location / Item:	Manufacturer Description:	Color:
Historic Masonic Hall:		
1. Roof: Cut wood shingles	"Natural finish"	
2. Horiz. Bevel lap siding: (body color)	"Summerhouse Beige" SW3004 www.sherwin-williams.com	
3. Wood windows, storefront and selected trim:	"Navajo White" SW3005 www.sherwin-williams.com	
4. Selected trim:	"Chesapeake" SW3051 www.sherwin-williams.com	
Addition:		
1. Roof:	7/8" Corrugated metal with rusted finish	
2. Vertical rough sawn siding:	"Old oil finish"	
3. Wood windows:	"Navajo White" SW3005 www.sherwin-williams.com	
Stone site walls:	"Sweetwater" #51 www.gallegoscorp.com	

Memorandum

To: Town Council

From: Jennifer Cram, Manager Breckenridge Arts District and Public Art Program

Date: 03/19/2014

Re: Roundabout Sculpture Next Steps

The Commission appreciates the Council's vision to add the Albert Paley sculpture to the public art collection. The Public Art Commission is excited about the opportunity to locate the Albert Paley sculpture within our growing cultural spine between the Riverwalk Center and the Arts District. The Commission believes that this sculpture will help to create a strong visual connection from the Riverwalk Center to the Arts District as envisioned and can be visible from both Main Street and South Park Avenue. The Commission would like to consider the area in the northwest corner of the Riverwalk Center lawn in proximity to the new roundabout proposed at South Park Avenue and 4 O'clock Road. There is an opportunity to create a park like setting for the sculpture that does not conflict with use of the lawn or constrain parking and facility improvements. The Commission looks forward to working with the Council, Albert Paley and our consultants as the area around the Riverwalk Center is further developed.

- At this time the Commission would like the Council's approval to move forward with drafting an agreement with Albert Paley for the sculpture proposed with the final location TBD.

Roundabout Next Steps

What We Heard

Based on the 4 proposals presented to the public, the Commission heard that a sculpture that is more recognizable is preferred. Preferences varied from skiers to miners and wildlife that reflect the history and lifestyle of the Breckenridge community.

We heard that the Council does want a sculpture or "something" in the roundabout that creates an entry feature or focal point. The Council would like the Commission to find a proposal that takes into consideration the public's preferences and meets the goals for the project. Overall, a consensus between the public and Commission is favored. The Council agreed that the sculpture should be easily recognizable while driving through the roundabout and should not distract drivers while still complementing the landscaping. In general, a simple piece with an appropriate scale will work best.

Options for Moving Forward

The Commission does not believe that going through the Call to Artists process again is the best use of time and resources. Taking into consideration what we have heard and learned about the roundabout, the Commission believes there are two options.

Option 1

The Commission could take the public preference for a recognizable sculpture and run with it. The Commission could create a short list of sculptors that create recognizable sculptures and share with the Council. This short list could be created from the 4 finalists, 260 original applicants and other sculptors selected by the Commission. The short list could be presented to the Council for input. Once the Council has given input the list could again be narrowed and an invitation to selected sculptors could be drafted to create proposals via sketches. The Commission would then take the sketches to the Council for education, input and buy in on the process. The Commission could then host another public forum (format to be determined) for input from the public on the sketches. The Commission would then consider the public input and bring back to the Council for final approval.

- Pros – A one-of-a-kind recognizable piece could be created for Breckenridge. We could set the budget based on similar projects, scale, etc.
- Cons – This process will take some time and there are still unknowns on final outcome. Budget for a piece that is broad to capture the many details of Breckenridge, history, sports, seasons may cost more than originally anticipated.

Option 2

Redefine the project. Perhaps a “sculpture” in the formal sense is not appropriate for the roundabout. The Commission could consider looking at an environmental installation, or a natural ornament or accent to the landscaping. **Please see the attached document that defines and gives visual examples of environmental art.** This option would still provide visual interest in the roundabout in addition to proposed landscaping, a crescendo culminating in the roundabout as the Council desires. The process could be similar to the recognizable piece noted above with regard to a short list, input, invitation for proposals, Council education, input and buy in, public forum and final recommendation.

- Pros – An artful entry to town that compliments the landscape can be created. It can be easily understood while driving through the roundabout. It can be appreciated year round, not specific to a sport or season. The budget for this type of project may be less than a formal sculpture.
- Cons – An environmental piece is less likely to represent a specific aspect of the character of Breckenridge. It may warrant changes to the proposed landscape plan to allow for a piece that utilizes more of the roundabout than just the area currently defined.

Does the Council have a preference on either of the options noted? Staff will be present during the worksession on March 25th to answer questions and listen to feedback.

“Environmental Art” beautifully incorporates its natural surroundings in a way that's surprising and oftentimes meaningful. The environmental artist is rearranging natural materials found on a site, like branches and rocks, or reimagining a landscape by introducing unexpected materials. The goal for our Environmental Art piece would be to create an artful entry to town that can quickly be appreciated while driving by it. It will work with the proposed landscaping and provide the crescendo at the end of the medians and roundabout that the Council is looking to achieve.

Examples of Environmental Art







Environmental art is a sculptural arrangement created from natural elements.

Joint Meeting of the Red White and Blue Fire District and the Town Council

March 25, 2014

1. Fuels treatment progress to-date. What is planned for the near term future?
2. Which neighborhoods still need more work?
3. Mandatory Defensible Space. Is it time to reconsider this option?
4. Firewise community designation on the municipal level.