



**BRECKENRIDGE TOWN COUNCIL REGULAR MEETING**

Tuesday, May 13, 2014; 7:30 PM

Town Hall Auditorium

<b>I</b>	<b>CALL TO ORDER, ROLL CALL</b>	
<b>II</b>	<b>APPROVAL OF MINUTES - APRIL 22, 2014</b>	<b>3</b>
<b>III</b>	<b>APPROVAL OF AGENDA</b>	
<b>IV</b>	<b>COMMUNICATIONS TO COUNCIL</b>	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
	B. RED, WHITE AND BLUE FIRE DISTRICT UPDATE	
	C. GOBRECK UPDATE	
<b>V</b>	<b>CONTINUED BUSINESS</b>	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2014 - PUBLIC HEARINGS	
<b>VI</b>	<b>NEW BUSINESS</b>	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2014	
	1. COUNCIL BILL NO. 13 SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS (VAW) LLC (RED, WHITE AND BLUE FIRE PROTECTION DISTRICT – NORTH FIRE STATION PROPERTY)	<b>7</b>
	2. COUNCIL BILL NO. 14, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS (VAW) LLC (KINGDOM PARK BALL FIELD; 857 AIRPORT ROAD)	<b>18</b>
	B. RESOLUTIONS, SERIES 2014	
	1. RESOLUTION NO. 11, SERIES 2014 - A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO, AND RATIFYING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN ON BEHALF OF THE TOWN WITH RESPECT TO THE ACQUISITION OF AN UNDIVIDED ONE-HALF INTEREST IN THE REAL PROPERTY THAT IS THE SUBJECT OF SUCH AGREEMENT (NEW YORK CITY, CHICAGO, ST. LOUIS, AND DENVER CITY MINING CLAIMS)	<b>27</b>
	C. OTHER	
<b>VII</b>	<b>PLANNING MATTERS</b>	
	A. PLANNING COMMISSION DECISIONS	<b>32</b>
	B. PLANNING COMMISSION REPORT (MR. BREWER)	
	C. TOWN PROJECT: NORTH MAIN STREET PARK	<b>44</b>
<b>VIII</b>	<b>REPORT OF TOWN MANAGER AND STAFF</b>	
<b>IX</b>	<b>REPORT OF MAYOR AND COUNCILMEMBERS</b>	
	A. CAST/MMC (MAYOR WARNER)	
	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. LAWRENCE)	
	C. GOBRECK (MS. WOLFE)	
	D. ATTAINABLE HOUSING AND CHILDCARE COMMITTEE (MS. GIGLIELLO, MR. BREWER, MR.	

\*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. 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.

GALLAGHER)

- E. BRECKENRIDGE HERITAGE ALLIANCE (MS. GIGLIELLO)
- F. WATER TASK FORCE (MR. GALLAGHER)
- G. CULTURAL ARTS ADVISORY COMMITTEE (MR. GALLAGHER AND MS. WOLFE)
- H. CHILDCARE ADVISORY COMMITTEE (MS. LAWRENCE)
- I. SUSTAINABILITY TASK FORCE (MR. BURKE, MR. BREWER, MAYOR WARNER)

**X OTHER MATTERS**

**XI SCHEDULED MEETINGS**

**56**

**XII ADJOURNMENT**

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**CALL TO ORDER, ROLL CALL**

Mayor Warner called the meeting of April 22, 2014 to order at 7:33 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Mr. Burke, Ms. Wolfe, Ms. Gigliello and Mayor Warner.

**APPROVAL OF MINUTES - APRIL 8, 2014**

With no changes or corrections to the meeting minutes of April 8th, 2014, Mayor Warner declared they would stand approved as submitted.

**APPROVAL OF AGENDA**

Mr. Gagen stated there were two changes to the agenda: Ms. Pat Campbell would not be in attendance to give the Breckenridge Ski Resort update; and under "New Business/Other" we will add the Cultural Arts Advisory Committee appointments.

**COMMUNICATIONS TO COUNCIL**

- A. Citizen's Comment - (Non-Agenda Items ONLY: 3-minute limit please)

Mayor Warner opened Citizen's Comment.

Carol Rockne, a Breckenridge resident, stated she was in attendance at this meeting to congratulate the new members after a successful election.

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

- B. Breckenridge Ski Resort Update

Ms. Pat Campbell was not present for an update.

**CONTINUED BUSINESS**

- A. Second Reading of Council Bills, Series 2014 - Public Hearings

1. COUNCIL BILL NO. 11, SERIES 2014 - AN ORDINANCE AMENDING TITLE 12 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE WATER ORDINANCE", BY ADOPTING PERMANENT CONSERVATION MEASURES RELATED TO OUTDOOR WATERING AND OTHER SPECIFIED USES OF WATER FROM THE TOWN'S WATER SYSTEM; PROVIDING EXEMPTIONS FROM SUCH CONSERVATION MEASURES; AND PROVIDING PROCEDURES AND PENALTIES FOR THE VIOLATION OF SUCH CONSERVATION MEASURES

Mayor Warner read the title into the minutes. Mr. Grosshuesch stated this ordinance will make permanent certain water conservation measures in the Town of Breckenridge. He also stated there were no changes from the first reading. Mayor Warner stated he felt this ordinance was a great step toward water conservation and he hoped it would get the word out to the community.

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

Mr. Gallagher moved to Approve COUNCIL BILL NO. 11, SERIES 2014 - AN ORDINANCE AMENDING TITLE 12 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "TOWN OF BRECKENRIDGE WATER ORDINANCE", BY ADOPTING PERMANENT CONSERVATION MEASURES RELATED TO OUTDOOR WATERING AND OTHER SPECIFIED USES OF WATER FROM THE TOWN'S WATER SYSTEM; PROVIDING EXEMPTIONS FROM SUCH CONSERVATION MEASURES; AND PROVIDING PROCEDURES AND PENALTIES FOR THE

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VIOLATION OF SUCH CONSERVATION MEASURES. Ms. Wolfe seconded the motion.

The motion passed 7-0.

2. **COUNCIL BILL NO. 12, SERIES 2014 - AN ORDINANCE AMENDING SECTION 7-3-6 OF THE BRECKENRIDGE TOWN CODE CONCERNING TOW HEARINGS**

Mayor Warner read the title into the minutes. Chief Haynes stated this ordinance would make holding tow hearings easier to administer for municipal court. She further stated there were no changes from the first reading.

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

Mr. Burke moved to Approve COUNCIL BILL NO. 12, SERIES 2014 - AN ORDINANCE AMENDING SECTION 7-3-6 OF THE BRECKENRIDGE TOWN CODE CONCERNING TOW HEARINGS. Mr. Brewer seconded the motion.

The motion passed 7-0.

**NEW BUSINESS**

- A. First Reading of Council Bills, Series 2014
- B. Resolutions, Series 2014
- C. Other

Breckenridge Cultural Arts Advisory Committee Citizen Nominations

Mayor Warner stated Ms. Deb Spiers and Ms. Marcia Cooper were recently nominated to be additional citizen members of the Breckenridge Cultural Arts Advisory Committee.

Mr. Gallagher stated he strongly endorses these two new members to join the committee, as they bring a variety of skills to the Committee. Ms. Lawrence stated she also strongly supports their appointment. Ms. Gigliello asked about Babes on Bumps since both prospective members are part of that group. Mayor Warner stated it's a ski group. He further stated neither candidate is currently involved in an arts group.

Mr. Burke motioned to appoint Ms. Spiers and Ms. Cooper to the Breckenridge Cultural Arts Advisory Committee. Ms. Lawrence seconded the motion.

The motion passed 7-0.

**PLANNING MATTERS**

- A. Planning Commission Decisions

There were no Planning Commission Decisions to discuss.

- B. Planning Commission Report (Mr. Brewer)

Mayor Warner stated there was no report by Mr. Brewer. Mr. Dave Pringle from the Planning Commission stated he appreciated Ms. McAtamney's service.

**REPORT OF TOWN MANAGER AND STAFF**

Mr. Gagen stated tomorrow (April 23rd) starts the community water forums, which will be repeated on Monday, April 28th. He further stated the forums have received quite a bit of press so we will see how many people attend. Mr. Gagen stated he will be giving the first two presentations, and Mr. Brian Waldes, Finance Manager, will be giving the second two.

**REPORT OF MAYOR AND COUNCILMEMBERS**

- A. Cast/MMC (Mayor Warner)

Mayor Warner stated there were no CAST or MMC updates, but he had a positive

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conversation with a member of Senator Bennet's office regarding the Affordable Healthcare Act's impact on Summit County. Mayor Warner further stated Senator Bennet reached out and discussed this issue with Ms. Marguerite Salazar of the U.S. Department of Health and Human Services. Mr. Bennet's representative also spoke about the naming of the Rotary Peak, as discussed at the last Town Council meeting, and Mayor Warner mentioned the USPS office in Breckenridge and the problems with infrastructure and customer service at that location.

- B. Breckenridge Open Space Advisory Committee (Ms. Lawrence)  
Ms. Lawrence stated she attended her first meeting on April 21st. She stated the committee is working on several projects, including a potential new trail link that would serve the new phase of Wellington Neighborhood.
- C. GoBreck (Ms. Wolfe)  
Ms. Wolfe stated GoBreck will be holding a board meeting on Thursday, April 24th. She further stated the Mountain Travel Symposium went well, and the Budweiser Clydesdales will be returning to Breckenridge for the Fourth of July Parade. She also stated Lucy Kay has officially started in the director position and she (Ms. Kay) will be meeting with Council members in the future. Mayor Warner thanked Ms. Wolfe for her work on the hiring committee.
- D. Attainable Housing and Childcare Committee (Ms. Gigliello, Mr. Brewer, Mr. Gallagher)  
Ms. Gigliello stated she had no report.
- E. Breckenridge Heritage Alliance (Ms. Gigliello)  
Ms. Gigliello stated the BHA discussed the Wakefield sawmill project and the Highline Railroad Park project, which will begin after the snow melts. This park will have additional rolling stock, including a caboose and a railroad car, and she stated she will check on the scheduled opening date. Ms. Gigliello also discussed the new archive room in the BGV Community Center, the use of artifacts as art around town, and how the board approved talking to the ski resort to name ski runs after influential Breckenridge citizens. Mr. Brewer stated they have worked on this initiative in the past.
- F. Water Task Force (Mr. Gallagher)  
Mr. Gallagher stated the Water Forums are coming up and he hopes they'll go well. The next step would be to see how a second water plant would be paid for.
- G. Cultural Arts Advisory Committee (Mr. Gallagher and Ms. Wolfe)  
Mr. Gallagher stated Mr. Robb Woulfe, Cultural Arts Director, gave his update during the Work Session.
- H. Childcare Advisory Committee (Ms. Lawrence)  
Ms. Lawrence stated she met with Ms. Laurie Best to discuss additional members to the board, if even temporarily. Mayor Warner stated there was a discussion about the timing of the program with the upcoming school year, and he wants the committee to be very aware of that and to be actively looking for a recommendation for the coming school year. Ms. Lawrence stated what the committee is working on now would most likely go into effect for the fall of 2015, and this topic will be added to the budget retreat to discuss.
- I. Sustainability Task Force (Mr. Burke, Mr. Brewer, Mayor Warner)  
Mayor Warner stated there was no update. Mr. Brewer stated he heard an advertisement on

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the radio stating recycling could be shipped to Denver as single stream. Mayor Warner stated staff will come to the next Council meeting with information on grease.

**OTHER MATTERS**

Ms. Lawrence stated she met with Mark Udall about marijuana banking in Breckenridge.

Mayor Warner stated IMBA invited Breckenridge Town Council to Steamboat for their international conference. Mr. Gagen stated staff typically attend this conference. Mayor Warner stated he would like Mr. Brewer to attend the event if possible.

**SCHEDULED MEETINGS**

**ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 8:06pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

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John Warner, Mayor

**MEMO**

TO: Town Council

FROM: Julia Puester, Senior Planner

RE: First Reading of Council Bills Approving Verizon Wireless Development Agreements for Red, White and Blue (North) Fire Station and Kingdom Park Ball Field Locations

DATE: May 6, 2014 (for May 13, 2014 meeting)

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At the April 22<sup>nd</sup> Town Council work session, the Council reviewed and directed staff to return with first readings for two ordinances approving Development Agreements with Colorado RSA NO. 3, Limited Partnership DBA Verizon Wireless for the Red, White and Blue Fire Station (13549 Highway 9) and the Kingdom Park Ball Field (857 Airport Road) locations.

The Development Agreement request reviewed on April 22<sup>nd</sup> included a waiver from negative points in the Development Code Section 9-1-19-3 (Relative) *Density* and 9-1-19-6 (Relative) *Building Height* due to the lack of remaining density on the sites and heights required for a communications facility. No changes of substance from the request reviewed on April 22<sup>nd</sup> have been proposed.

Verizon Wireless has determined that the wireless and data coverage in the Town of Breckenridge and along CO HWY 9 is nearing capacity. In order to continue providing a high level of service Verizon Wireless is proposing to locate wireless facilities at the Red, White, & Blue Fire Station and the Kingdom Park Ball Field.

Red, White and Blue North Station Site:

This proposal involves twelve flush mounted panel antennas on the Red, White, and Blue Fire Station at the north end of Town. The proposal would require raising one of the two cupolas on the Fire Station by approximately five feet over the existing height. The fire station is in Land Use District 6, where buildings in excess of two stories are discouraged. The proposed cupola would result in a building height of approximately 3 ½ stories tall. Verizon's equipment would also be housed within a new 336 square foot equipment shelter at the rear of the site. However, there is no remaining density on this property for the shelter to use.

If this proposal was to go through the normal development review process, the negative points associated with this request (because of the building height and density) are too much to realistically make up within the Development Code and thus the project would not be able to pass a point analysis and likely be denied. Therefore, Verizon Wireless has requested a Development Agreement addressing height and density to allow the existing cupola to be raised and the equipment shelter to be built. The density would be required to be transferred to the site with the applicant purchasing the density from the Upper Blue TDR (Transfer of Development Rights) Bank as required by the Joint Upper Blue Master Plan.

Kingdom Park Ball Field Site:

The Town Council is currently in the process of entering into a lease agreement with Verizon Wireless on the Ball Field site. Similar site issues described above of density and building height in the Development Code are present with this location. The antenna canister has been designed to be blend with and tie into the existing ball field net poles. However, it will differ in appearance by greater thickness and will be approximately 23 feet higher than the existing net poles. A similar size shed structure is required for the mechanical equipment which will be designed to match the Recreation Center exterior materials.

The Development Agreements for both sites are attached for first reading. Staff will be available at the meeting to answer any questions.



1 ***FOR WORKSESSION/FIRST READING – MAY 13***

2  
3 COUNCIL BILL NO. \_\_\_\_\_

4  
5 Series 2014

6  
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH  
8 COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS  
9 (VAW) LLC  
10 (Red, White and Blue Fire Protection District – North Fire Station Property)

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

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

17  
18 A. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has  
19 the authority to enter into a development agreement.

20  
21 B. Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless (VAW) LLC  
22 (“**Verizon Wireless**”) has submitted to the Town a completed application for a development  
23 agreement.

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

28  
29 D. The Town Council had a preliminary discussion of Verizon Wireless’s application  
30 and the proposed Development Agreement as required by Section 9-9-10(A) of the Breckenridge  
31 Town Code.

32  
33 E. The Town Council determined that Verizon Wireless’s request for a development  
34 agreement need not be referred to the Breckenridge Planning Commission for its review and  
35 recommendation.

36  
37 F. The Town Council has reviewed the Development Agreement.

38  
39 G. The approval of the Development Agreement is warranted in light of all relevant  
40 circumstances.

41  
42 H. The procedures to be used to review and approve a development agreement are  
43 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such  
44 Chapter have substantially been met or waived in connection with the approval of the  
45 Development Agreement and the adoption of this ordinance.  
46

1 Section 2. Approval of Development Agreement. The Development Agreement between  
2 the Town and Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless (VAW) LLC  
3 (Exhibit "A" hereto) is approved, and the Town Manager is authorized, empowered, and  
4 directed to execute such agreement for and on behalf of the Town of Breckenridge.  
5

6 Section 3. Notice of Approval. The Development Agreement must contain a notice in the  
7 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in  
8 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code must be  
9 published by the Town Clerk one time in a newspaper of general circulation in the Town within  
10 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of  
11 Section 24-68-103, C.R.S.  
12

13 Section 4. Police Power Finding. The Town Council finds, determines, and declares that  
14 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the  
15 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and  
16 the inhabitants thereof.  
17

18 Section 5. Authority. The Town Council finds, determines, and declares that it has the  
19 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by  
20 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town  
21 Charter.  
22

23 Section 6. Effective Date. This ordinance shall be published and become effective as  
24 provided by Section 5.9 of the Breckenridge Town Charter.  
25

26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
27 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2014. A Public Hearing shall be held at the  
28 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
29 \_\_\_\_\_, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
30 Town.

31  
32 TOWN OF BRECKENRIDGE  
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35 By: \_\_\_\_\_  
36 John G. Warner, Mayor  
37

38 ATTEST:  
39  
40  
41  
42

43 \_\_\_\_\_  
44 Helen Cospolich  
45 Town Clerk  
46  
47

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

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2014 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the "Town") and COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS ("Verizon Wireless").

Recitals

A. Verizon Wireless has entered into a Land and Rooftop Lease Agreement ("Lease") with Red, White and Blue Fire Department, Inc., a Colorado non-profit corporation ("Owner") for the lease of a portion of the land and on a rooftop at property located at 13549 Highway 9, Breckenridge, Colorado 80424, and legally described as: Tract F, West Braddock Subdivision, as shown on the Plat thereof recorded December 1, 2006, under Reception No. 840219, County of Summit, State of Colorado (the "Property").

B. The Owner of the Property has consented in writing to Verizon Wireless's application to the Town for this Agreement, and a copy of such written consent has been provided to the Town.

C. Verizon Wireless has filed an application for a Development Permit with the Town for the placement of a communications facility upon the Property, and as of the result of such application, Verizon Wireless and the Town have identified circumstances or conditions of the Property and features of the proposed construction that make it extremely difficult, to obtain the density permitted and reach the building height needed for the project without obtaining relief from provisions of the Town's Development Code through this Agreement.

D. The placement of a communications facility shed upon the Property as proposed by Verizon Wireless, and the building height of the raised cupola on the Property, will exceed the density and building height allowed for the Property under the Development Code.

E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has the authority to enter into this Agreement. Further, in connection with a Class A development permit, a development agreement provides a means for the approval and transfer of density pursuant to a certificate of development rights ("TDRs") issued pursuant to the Intergovernmental Agreement concerning transfer of development rights between the Town and Summit County, Colorado ("IGA").

1 F. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town  
2 Council has the authority to enter into a development agreement.

3 G. In connection with the placement of the communications facility upon the  
4 Property as proposed by Verizon Wireless, a waiver from the provisions of Section 9-1-19-3  
5 (Relative) (Density) and Section 9-1-19-6 (Relative) (Building Height) to allow for the  
6 placement of the communications facility upon the Property. All parties agree that the  
7 communications facility will be of great benefit to the citizens of the Town.

8 H. As the commitment encouraged to be made in connection with an application for  
9 a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,  
10 Verizon Wireless has proposed to build the facility which will assist in meeting the public's  
11 demand for improved communications services in the area, and Verizon Wireless will blend the  
12 construction of the communications facility cupola and shed with architecture of the Owner's  
13 current structure.

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

19 Agreement

20 1. Upon final approval of the Development Permit, and the passage of any time  
21 periods within which any referendum, appeal, or other challenge to the approval of the  
22 Development Permit must be brought, without any such referendum, appeal, or other challenge  
23 having been filed, commenced or asserted, Verizon Wireless shall purchase and pay the then-  
24 current price per TDR as provided in the IGA for each TDR required to support Verizon  
25 Wireless's development approved by the Development Permit, which amount is anticipated as of  
26 the date of this Agreement to be approximately 0.34 TDRs, which would cost \$17,663.00<sup>1</sup> if paid  
27 in 2014.

28 2. The provisions of Section 9-1-19-3 (Relative) (Density) and Section 9-1-19-6  
29 (Relative) (Building Height) of the Development Code notwithstanding, in connection with the  
30 development of the Property as proposed by Verizon Wireless in the Development Permit  
31 application, negative points shall not be assessed against the application for density and building  
32 height.

33 3. Except as provided in Section 24-68-105, C.R.S. and except as specifically  
34 provided for herein, the execution of this Agreement shall not preclude the current or future  
35 application of municipal, state or federal ordinances, laws, rules or regulations to the Property  
36 (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering,

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<sup>1</sup> The proposed Verizon Wireless shelter is 336 square feet in size (rounded to 340 square feet). One full TDR costs \$51,950.00. One unit of commercial density = 1,000 square feet. Thus, 340/1000 x \$51,950.00 = \$17,663.00.

1 electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and  
2 other land use laws, as the same may be in effect from time to time throughout the term of this  
3 Agreement. Except to the extent the Town otherwise specifically agrees, any development of the  
4 Property which is the subject of this Agreement and the Permit shall be done in compliance with  
5 the then-current laws of the Town.

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

9 5. This Agreement shall run with the land and shall be binding upon and inure to the  
10 benefit of Town and Verizon Wireless, their successors and assigns.

11 6. The Town shall not be responsible for and Verizon Wireless shall have no remedy  
12 against the Town if development of the Property is prevented or delayed for reasons beyond the  
13 control of the Town.

14  
15 7. Actual development of the Property shall require the issuance of such other and  
16 further permits and approvals by the Town as may be required from time to time by applicable  
17 Town ordinances.

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

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

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

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

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

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

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

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

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

21 17. All notices hereunder must be in writing and shall be deemed validly given if sent  
22 by certified mail, return receipt requested or by commercial courier, provided the courier's regular  
23 business is delivery service and provided further that it guarantees delivery to the addressee by the  
24 end of the next business day following the courier's receipt from the sender, addressed as follows  
25 (or any other address that the Party to be notified may have designated to the sender by like  
26 notice):

If to the Town: Timothy J. Gagen, Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, Colorado 80424

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

If to Verizon Wireless:

Colorado RSA No. 3 Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921

With A Copy (which shall not  
constitute notice to Verizon  
Wireless) to:

Mark W. Williams, Esq.  
Ryan M. Christ, Esq.  
Sherman & Howard L.L.C.  
633 17th Street, Suite 3000  
Denver, CO 80202

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

4            19.      Should the Town amend the Breckenridge Town Code prior to the issuance of the  
5 Development Permit for this communications facility to have specific provisions for the review  
6 and approval of the placement and construction of communications facilities, the parties shall  
7 revisit the terms of this Agreement including, but not limited to, revoking it in its entirety by an  
8 instrument in writing signed by all of the parties and recorded in the books and records of the  
9 Town Clerk.

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

13                                    **[SEPARATE SIGNATURE PAGES TO FOLLOW]**

14

Attest:

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

By: \_\_\_\_\_  
Timothy J. Gagen, Manager

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STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

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

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



COLORADO RSA NO. 3 LIMITED  
PARTNERSHIP D/B/A VERIZON  
WIRELESS

By: Verizon Wireless (VAW) LLC,  
Its General Partner

By: \_\_\_\_\_  
Brian Mecum  
Area Vice President Network

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 ) ss.  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be  
the person whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that by his signature on the instrument the  
person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

*Place Notary Seal Above*

1 ***FOR WORKSESSION/FIRST READING – MAY 13***

2  
3 COUNCIL BILL NO. \_\_\_\_\_

4  
5 Series 2014

6  
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH  
8 COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS  
9 (VAW) LLC  
10 (Kingdom Park Ball Field; 857 Airport Road)

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

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

17  
18 A. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has  
19 the authority to enter into a development agreement.

20  
21 B. Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless (VAW) LLC  
22 (“**Verizon Wireless**”) has submitted to the Town a completed application for a development  
23 agreement.

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

28  
29 D. The Town Council had a preliminary discussion of Verizon Wireless’s application  
30 and the proposed Development Agreement as required by Section 9-9-10(A) of the Breckenridge  
31 Town Code.

32  
33 E. The Town Council determined that Verizon Wireless’s request for a development  
34 agreement need not be referred to the Breckenridge Planning Commission for its review and  
35 recommendation.

36  
37 F. The Town Council has reviewed the Development Agreement.

38  
39 G. The approval of the Development Agreement is warranted in light of all relevant  
40 circumstances.

41  
42 H. The procedures to be used to review and approve a development agreement are  
43 provided in Chapter 9 of Title 9 of the BreckenridgeTownCode. The requirements of such  
44 Chapter have substantially been met or waived in connection with the approval of the  
45 Development Agreement and the adoption of this ordinance.  
46

1 Section 2. Approval of Development Agreement. The Development Agreement between  
2 the Town and Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless (VAW) LLC  
3 (Exhibit “A” hereto) is approved, and the Town Manager is authorized, empowered, and  
4 directed to execute such agreement for and on behalf of the Town of Breckenridge.  
5

6 Section 3. Notice of Approval. The Development Agreement must contain a notice in the  
7 form provided in Section 9-9-13 of the BreckenridgeTownCode. In addition, a notice in  
8 compliance with the requirements of Section 9-9-13 of the BreckenridgeTownCode must be  
9 published by the Town Clerk one time in a newspaper of general circulation in the Town within  
10 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of  
11 Section 24-68-103, C.R.S.  
12

13 Section 4. Police Power Finding. The Town Council finds, determines, and declares that  
14 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the  
15 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and  
16 the inhabitants thereof.  
17

18 Section 5. Authority. The Town Council finds, determines, and declares that it has the  
19 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by  
20 Article XX of the Colorado Constitution and the powers contained in the  
21 BreckenridgeTownCharter.  
22

23 Section 6. Effective Date. This ordinance shall be published and become effective as  
24 provided by Section 5.9 of the BreckenridgeTownCharter.  
25

26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
27 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2014. A Public Hearing shall be held at the  
28 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
29 \_\_\_\_\_, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
30 Town.  
31

32 TOWN OF BRECKENRIDGE  
33  
34

35 By: \_\_\_\_\_  
36 John G. Warner, Mayor  
37

38 ATTEST:  
39  
40  
41

42 \_\_\_\_\_  
43 Helen Cospolich  
44 Town Clerk  
45

46  
47 1800-442\Development Agreement Ordinance (05-0714)(First Reading)

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

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2014 among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the "Town") and COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS ("Verizon Wireless").

Recitals

A. Verizon Wireless intends to enter into a Land Lease Agreement with the Town of Breckenridge ("Owner") for the lease of a portion of that certain parcel of property owned by the Owner located at 857 Airport Road, Breckenridge, Colorado 80424, and commonly known as "Kingdom Park," County of Summit, State of Colorado (the "Property").

B. The Owner of the Property has consented in writing to Verizon Wireless's application to the Town for this Agreement, and a copy of such written consent has been provided to the Town.

C. Verizon Wireless has filed an application for a Development Permit with the Town for the placement of a communications facility upon the Property, and as of the result of such application, Verizon Wireless and the Town have identified circumstances or conditions of the Property and features of the proposed construction that make it extremely difficult, to obtain the density permitted and reach the building height needed for the project without obtaining relief from provisions of the Town's Development Code through this Agreement.

D. The placement of a communications facility shed upon the Property as proposed by Verizon Wireless, and the building height of the pole on the Property, will exceed the density and building height allowed for the Property under the Development Code.

E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has the authority to enter into this Agreement. Further, in connection with a Class A development permit, a development agreement provides a means for the approval and transfer of density pursuant to a certificate of development rights ("TDRs") issued pursuant to the Intergovernmental Agreement concerning transfer of development rights between the Town and Summit County, Colorado ("IGA").

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

1 G. In connection with the placement of the communications facility upon the  
2 Property as proposed by Verizon Wireless, a waiver from the provisions of Section 9-1-19-3  
3 (Relative) (Density) and Section 9-1-19-6 (Relative) (Building Height) to allow for the  
4 placement of the communications facility upon the Property. All parties agree that the  
5 communications facility will be of great benefit to the citizens of the Town.

6 H. As the commitment encouraged to be made in connection with an application for  
7 a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,  
8 Verizon Wireless has proposed to build the facility which will assist in meeting the public's  
9 demand for improved communications services in the area, and Verizon Wireless will blend the  
10 construction of the communications facility pole and shed with architecture of the Owner's  
11 current structure and ball field net poles.

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

#### 17 Agreement

18 1. Upon final approval of the Development Permit, and the passage of any time  
19 periods within which any referendum, appeal, or other challenge to the approval of the  
20 Development Permit must be brought, without any such referendum, appeal, or other challenge  
21 having been filed, commenced or asserted, Verizon Wireless shall purchase and pay the then-  
22 current price per TDR as provided in the IGA for each TDR required to support Verizon  
23 Wireless's development approved by the Development Permit, which amount is anticipated as of  
24 the date of this Agreement to be approximately 0.32 TDRs, which would cost \$16,624.00<sup>1</sup> if paid  
25 in 2014.

26 2. The provisions of Section 9-1-19-3 (Relative) (Density) and Section 9-1-19-6  
27 (Relative) (Building Height) of the Development Code notwithstanding, in connection with the  
28 development of the Property as proposed by Verizon Wireless in the Development Permit  
29 application, negative points shall not be assessed against the application for density and building  
30 height.

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

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<sup>1</sup> The proposed Verizon Wireless shelter is 312 square feet in size (rounded to 320 square feet). One full TDR costs \$51,950.00. One unit of commercial density = 1,000 square feet. Thus, 320/1000 x \$51,950.00 = \$16,624.00.

1 Property which is the subject of this Agreement and the Permit shall be done in compliance with  
2 the then-current laws of the Town.

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

6 5. This Agreement shall run with the land and shall be binding upon and inure to the  
7 benefit of Town and Verizon Wireless, their successors and assigns.

8 6. The Town shall not be responsible for and Verizon Wireless shall have no remedy  
9 against the Town if development of the Property is prevented or delayed for reasons beyond the  
10 control of the Town.

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

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

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

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

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

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

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

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

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

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

18          17.     All notices hereunder must be in writing and shall be deemed validly given if sent  
19 by certified mail, return receipt requested or by commercial courier, provided the courier's regular  
20 business is delivery service and provided further that it guarantees delivery to the addressee by the  
21 end of the next business day following the courier's receipt from the sender, addressed as follows  
22 (or any other address that the Party to be notified may have designated to the sender by like  
23 notice):

If to the Town:	Timothy J. Gagen, Town Manager Town of Breckenridge P.O. Box 168 Breckenridge, Colorado 80424
-----------------	--

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

If to Verizon Wireless:	Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921
-------------------------	--





Attest:

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

By: \_\_\_\_\_  
Timothy J. Gagen, Manager

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

6 The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014  
7 by Timothy J. Gagen, as Town Manager, and Helen Cospolich, as Town Clerk, of the Town of  
8 Breckenridge, a Colorado municipal corporation.

9 Witness my hand and official seal.

10 \_\_\_\_\_  
11 Notary Public

12 My commission expires: \_\_\_\_\_  
13

COLORADO RSA NO. 3 LIMITED  
PARTNERSHIP D/B/A VERIZON  
WIRELESS

By: Verizon Wireless (VAW) LLC,  
Its General Partner

By: \_\_\_\_\_  
Brian Mecum  
Area Vice President Network

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 ) ss.  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be  
the person whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that by his signature on the instrument the  
person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct  
WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

*Place Notary Seal Above*

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Resolution Ratifying Joint Property Purchase with Summit County Government

DATE: May 5, 2014 (for May 13<sup>th</sup> meeting)

---

The Council previously agreed to participate with Summit County in the acquisition of the ±18.27 acre “City Lode” mining claims as open space. Under the terms of the deal, the Town is to acquire a 50% interest in the property at a cost of \$27,961. The County will acquire the remaining 50% interest in the property.

The County previously entered into an Option Agreement to acquire the claims from the Seller. This sometimes occurs with respect to joint Town and County open space acquisitions. In this situation, the mechanism that is used to bring the Town into the deal is an “Assignment of Partial Interest in Option Agreement” between the Town and the County whereby the Town agrees to purchase a one half interest in the property that is the subject of the County’s Option Agreement.

Due to the requirements of the Option Agreement between the County and the Seller the transaction closed on April 30<sup>th</sup>, and on that date the Town acquired a one half interest in the mining claims described in the Option Agreement. However, it is still necessary for the Council to approve an Assignment of Partial Interest in Option Agreement with Summit County, and to ratify and confirm all action taken by the Town Manager with respect to the Town’s acquisition of its one-half interest in the mining claims that occurred on April 30<sup>th</sup>.

Enclosed with this memo is a resolution formally approving the Assignment of Partial Interest in Option Agreement with Summit County, and ratifying and confirming all action taken by the Town Manager with respect to the closing of the Town’s purchase of a half interest in the City Lode mining claims, including the execution of all closing documents and agreements, and the payment of the Town’s share of the purchase price.

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

1 ***FOR WORKSESSION/ADOPTION – MAY 13***

2  
3 RESOLUTION NO. \_\_\_\_

4  
5 SERIES 2014

6  
7 A RESOLUTION APPROVING AN ASSIGNMENT OF PARTIAL INTEREST IN REAL  
8 ESTATE OPTION AGREEMENT WITH SUMMIT COUNTY, COLORADO, AND  
9 RATIFYING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN ON BEHALF OF  
10 THE TOWN WITH RESPECT TO THE ACQUISITION OF AN UNDIVIDED ONE-HALF  
11 INTEREST IN THE REAL PROPERTY THAT IS THE SUBJECT OF SUCH AGREEMENT  
12 (New York City, Chicago, St. Louis, and Denver City Mining Claims)

13  
14 WHEREAS, Summit County, Colorado, acting by and through the Board of County  
15 Commissioners (“**County**”), entered into an Option Agreement granting to the County the right  
16 and option to acquire the New York City MS #6570, Chicago MS #6570, St. Louis MS #6570,  
17 and Denver City MS #6570 mining claims, all located in Section 10, Township 7 South, Range 77  
18 West of the 6<sup>th</sup> P.M. in the County of Summit, Colorado (“**Option Agreement**”); and  
19

20 WHEREAS, the Town desires to obtain a partial assignment of the County’s rights under  
21 the Option Agreement so that the Town can jointly acquire such real property with the County;  
22 and  
23

24 WHEREAS, a proposed Assignment of Partial Interest in Option Agreement between the  
25 Town and the County has been prepared, a copy of which is marked **Exhibit “A”**, attached  
26 hereto and incorporated herein by reference (“**Assignment**”); and  
27

28 WHEREAS, the Town Council has reviewed the proposed Assignment, and finds and  
29 determines that it would be in the best interests of the Town and its residents for the Town to  
30 enter into the proposed Assignment; and  
31

32 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a  
33 resolution may be used to approve a contract; and  
34

35 WHEREAS, the Town and the County have previously jointly acquired the real property  
36 described in the Option Agreement, and it necessary and appropriate for the Town Council to  
37 ratify and confirm all action previously taken by the Town Manager with respect to the  
38 acquisition of such real property interest on behalf of the Town.  
39

40 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
41 BRECKENRIDGE, COLORADO, as follows:  
42

43 Section 1. The Assignment of Partial Interest in Option Agreement between the Town  
44 and Summit County, Colorado, acting by and through the Board of County Commissioners  
45 (**Exhibit “A”** hereto), is approved.  
46



Assignment of Partial Interest in Option Agreement

This Assignment of Partial Interest in Option Agreement (“*Assignment*”) is dated \_\_\_\_\_, 2014 and is between SUMMIT COUNTY, COLORADO, acting by and through its Board of County Commissioners (“*County*”) and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Town*”).

WHEREAS, the County entered into that Option Agreement with Briant Wiles dated March 26, 2014 (“*Option Agreement*”); and

WHEREAS, pursuant to the Option Agreement the County obtained the option to purchase the following real property located in Section 10 of Township 7 South, Range 77 West; 6<sup>th</sup> Prime Meridian in the County of Summit, Colorado, more particularly described as:

Mining Claims containing approximately 18.27 acres: New York City  
MS #6570, Chicago MS #6570, St. Louis MS #6570, and Denver  
City MS #6570

(“*Property*”)

and

WHEREAS, the Town desires to obtain an assignment of a partial interest in the Option Agreement so that at closing the Town and the County will acquire the Property as tenants in common with the County owning an undivided fifty percent (50%) interest and the Town owning an undivided fifty percent (50%) interest; and

WHEREAS, the County is willing to assign to the Town a partial interest in its option to purchase the Property in accordance with, and subject to, the terms, conditions and provisions of this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Partial Assignment of Option. For Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the County hereby assigns, transfers, and conveys to the Town the right to purchase an undivided fifty percent (50%) interest the Property pursuant to the Option Agreement and this Assignment. The Town hereby accepts such partial assignment, and agrees to be bound by the terms and conditions of the Option Agreement with the same force and effect as if it had originally executed the Option Agreement.

2. Financial Obligations. At closing, Town will pay Twenty-Seven Thousand Five Hundred Seventy-Five Dollars (\$27,575.00) toward the purchase price of the Property, plus fifty percent (50%) of all closing costs incurred in connection with the purchase of the Property. County will pay the balance of the purchase price for the Property, together with the fifty (50%) of the closing costs incurred in connection with the purchase of the Property.

3. Title To the Property. Title to the Property will be taken such that the Town and the County are tenants in common with the Town owing an undivided fifty percent (50%)

ASSIGNMENT OF PARTIAL INTEREST IN OPTION AGREEMENT CITY CLAIMS

interest and County owing an undivided fifty percent (50%) interest in the Property. The form of the deed of conveyance for the Property must be acceptable to counsel for both the Town and the County.

4. No Partition. Following closing, neither party will seek to partition the Property. This agreement will survive the closing and delivery of the deed to the Property.

5. Applicable Law. This Assignment is to be interpreted in all respects in accordance with the laws of the State of Colorado.

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

7. Binding Effect. This Assignment is binding upon, and inures to the benefit of the parties, and their respective successors and assigns.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
Timothy J. Gagen, Town Manager

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY, COLORADO

By \_\_\_\_\_  
Gary Martinez, County Manager

ATTEST:

\_\_\_\_\_  
Clerk and Recorder,  
Summit County, Colorado;  
ex officio Clerk of said Board

**MEMORANDUM**

**To:** Town Council

**From:** Peter Grosshuesch, Director of Community Development

**Date:** May 7, 2014

**Re:** Planning Commission Decisions of the May 6, 2014, Meeting.

---

***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF May 6, 2014:***

**CLASS C APPLICATIONS:**

1) Ankenbauer Residence (MGT) PC#2014007, 835 Gold Run Road  
Construct a new, single family residence with 4 bedrooms, 6.5 bathrooms, 5,558 sq. ft. of density and 6,352 sq. ft. of mass for a F.A.R. of 1:13.70. Approved.

**CLASS B APPLICATIONS:**

- 1) Epic on French Duplex (MGT) PC#2013113, 308 North French Street  
Construct a new, 3,634 sq. ft. duplex with an attached 671 sq. ft. garage. Each unit will have 3 bedrooms and 3.5 bathrooms, a one car garage and one outdoor tandem parking space. Approved
- 2) Alpine Rock Conditional Use Permit (CK) PC#2012056; 13250 CO State Highway 9  
Renewal of Development Permit PC#2009039 to allow for the continuation of an existing processing operations including processing and sale of aggregate on a 129.99-acre site just west of Colorado Highway 9 and north of County Road 3. Approved.
- 3) Ten Mile Suites Change of Use (SG) PC#2014020, 520 South French Street  
Change of use of the lower level of Ten Mile Suites from commercial (retail / office) to four residential condominiums (2-one bedroom and 2-two bedroom units) with common area and storage. Addition to doors and windows to exterior. Approved.

**CLASS A APPLICATIONS:**

None.

**TOWN PROJECT HEARINGS:**

1) North Main Street Park (SG) PC#2014031, 112-114 North Main Street  
Construct a new, public park including a playground, picnic tables, seating, and a handicap accessible walkway from North Main Street to the Edwin Carter Museum. Recommendation that the Town Council approve.

**OTHER:**

None.





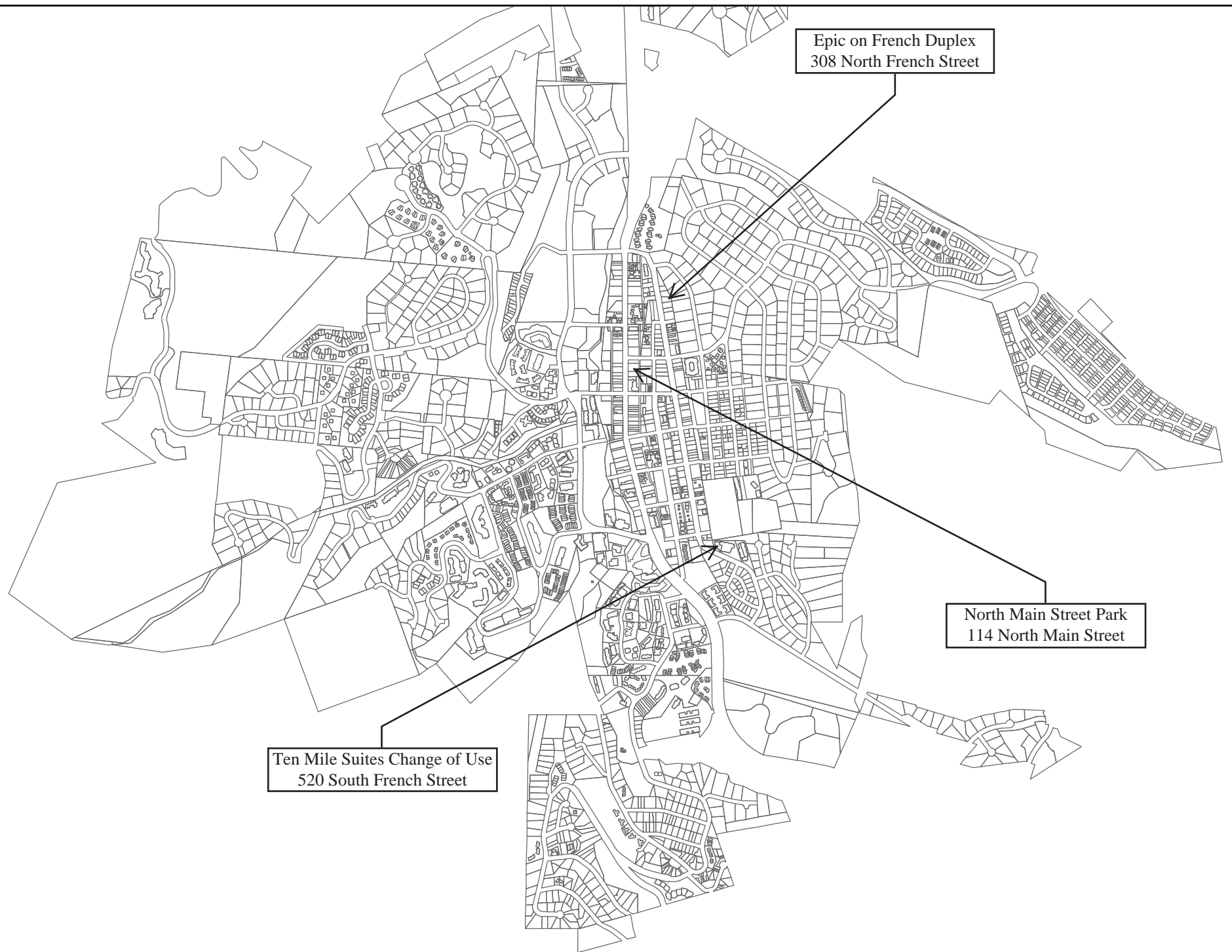
Alpine Rock Conditional  
Use Permit  
13250 CO Highway 9

Ankenbauer Residence  
835 Gold Run Road



Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.

# Breckenridge North



Epic on French Duplex  
308 North French Street

North Main Street Park  
114 North Main Street

Ten Mile Suites Change of Use  
520 South French Street



# Breckenridge South



Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.

## PLANNING COMMISSION MEETING

The meeting was called to order at 7:05 pm

### ROLL CALL

Gretchen Dudney  
Eric Mamula arrived at 7:08pm  
Dave Pringle arrived at 7:10pm  
Ben Brewer, Town Council liaison  
Kate Christopher was absent.

Jim Lamb  
Dan Schroder  
Trip Butler

### APPROVAL OF AGENDA

With no changes, the May 6, 2014, Planning Commission Agenda was approved as presented.

### APPROVAL OF MINUTES

With no changes, the April 15, 2014, Planning Commission Minutes were approved as presented.

### CONSENT CALENDAR:

1) Ankenbauer Residence (MGT) PC#2014007, 835 Gold Run Road

With no comments or requests for call up, the Consent Calendar was approved as presented.

### TOWN COUNCIL REPORT:

Mr. Brewer:

- First time as Town Council liaison for Planning Commission, Mr. Brewer welcomed any questions or comments during his update.
- Rob Wolfe gave his State of the Arts update for first 100 days as new CEO of Breckenridge Arts and Culture. He is working on new 501c3 non-profit to encompass the Arts and Culture Dept.
- Mike Barney gave Rec Center Capital Improvement update, went over a lot of previous ideas and shared what is still relevant
- Scott Reed gave a Cucumber Gulch update. Previous years there has been a bad drainage issue and this has been addressed.
- Dan Schroder gave an update on the Wildfire Council update for the County.
- Passed the Water Conservation measures ordinance unanimously. What used to be called phase 1 measures are now water conservation, there are now water conservation measures all the time. (Ms. Dudney asked what that entails) If you live East of Hwy 9 then you can water every other day – Sunday, Tuesday, Thursday. If you live West of Hwy 9 it is Saturday, Monday, Wednesday, does not apply to brand new landscaping. Does not apply to drip systems. Water for health and hydration reasons, there aren't any restrictions. We would rather not have people washing driveways with water and recommend that people wash vehicles on their lawn. Small fines imposed for compliance with escalating scale.
- Two individuals Cooper and Spears nominated to the Breckenridge Arts Committee and they were approved unanimously.
- New Council members are active. They are asking a lot of really good questions. The previous council tenor was very much centered around productivity and that is still there with this new Council.

*Off Topic Question:*

Mamula: Brought up info about the House at the Corner of Wellington and French and Ridge –did we do site visits to confirm the house is in the right location. (Matt Thompson: said that the ILC’s have been done; the house is in the approved location.)

Mamula: This does not read like I thought, but we made the right decision making them have the walkway and a front yard.

**FINAL HEARINGS:**

1) Epic on French Duplex (MGT) PC#2013113, 308 North French Street

Mr. Thompson presented a proposal to build a 3,634 sq. ft. duplex with an attached 671 sq. ft. garage. Each unit will be comprised of three (3) bedrooms and three and a half (3 ½) baths, two gas fireplaces, a one car garage and one outdoor tandem parking space. Access is proposed via a driveway along the north side of the property. The design includes two small covered porches at the entrance to both sides of the duplex on the west and east elevations. Exterior materials are comprised of horizontal 4” reveal James Hardie Artisan painted lap siding, natural wood trim, and a natural moss stone 16” veneer and chimneys.

Changes since January 7, 2014

- Landscaping has been increased in size from: 6-8’ evergreen trees up to 8-10’ evergreen trees; and, deciduous trees have been increased from 2” to 2.5” caliper; shrubs have been added; vegetable garden from front yard has been removed.
- Driveway has been switched from the south side of the house to the north side of the house. No longer designed as a shared driveway with neighbor to the south. Garage doors have been moved from south side of duplex, to the north side of the duplex, man doors switched from north side of duplex to the south side.
- Above ground UPA has been reduced to below 9 UPA, now designed at 8.98 UPA.
- Final grading has been proposed and the outdoor area on the east side of the property has been designed.
- New colors have been chosen that meet the Development Code requirements on Chroma (brightness). A three color scheme was shown with an exempted color sash on the windows.
- Applicant will not be requesting positive points under Policy 33/R Energy Conservation and hence, will not be providing a preliminary HERS report.
- Height of the rear module has been increased by 2 feet.
- R panel roof changed to traditional corrugated roof.

*Commissioner Questions / Comments:*

Mr. Butler : Show me what a zero (0) point would be for this project related to landscaping.

Mr. Thompson: That would be the 6’-8’ evergreen trees, 2” caliper deciduous trees, and no shrubs like we saw at the preliminary meeting. Now the evergreen trees have been increased to 8’-10’, the deciduous trees have been increased to 2.5” caliper, shrubs have been added, and a specimen evergreen tree is being saved. With the increased size of the trees and with specific variation between aspen and choke cherry and added shrubs, staff believes this warrants positive two (2) points.

Staff believes the proposal warrants the following points: negative two (-2) points under Policy 6/R Height, positive two (+2) points under Policy 22/R Landscaping for a landscaping plan that provides public benefit of screening and buffering, for a total passing point analysis of zero (0) points. Staff finds that this proposal meets all Absolute Policies of the Development Code.

Staff recommended the Planning Commission approve PC#2013113, Epic on French, located at 308 North French Street, Lots 1-3, Block 1, Abbett Addition, with the presented Findings and Conditions.

*Questions:*

Mr. Mamula: On the elevations, the roof forms don't mimic the roof forms on the rendered landscape plan. It doesn't look as complex on from this view and is only visible on the South and North elevations.

Mary McCormick, Architect for the Applicant: You are correct those side roof forms is not shown on the landscape plan and it is not accurately displayed on the framing plan.

Mr. Mamula: So you are going to a more complex roof form, like a double gable on the building? I feel like was missed and I am searching through this to find something that we don't see in the district.

Mary McCormick: The roof plan doesn't show it, shows on the elevation, but the ends still have the full gable look.

Mr. Garrett Hasenstab, Applicant: I love the project.

Mary McCormick: The end result of this project is better by moving the to the north driveway, the landscaping works better and the grading works better, the two stories is shielded better. Everything is screened better facing this way on the lot. The gabled feature, the end that faces El Perdido is a balcony so it is a full gable, the roof over the garage side aligns with the connector so it is contiguous at the corner but you get the full gable look. 80A and resolving the connector issue, this was an error to measuring the existing grade, so it was at 1.7 now it is at 2'.

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

*Commissioner Questions / Comments:*

Mr. Butler : Show me what a zero (0) point for landscaping would be for this project.

Mr. Thompson: Would be smaller sizes of trees like they were at last meeting. Because they made changes to landscaping with specific variation between aspen and choke cherry and added shrubs, staff believes this warrants positive two (2) points.

Mr. Mamula: Asked if Mr. Thompson understands what his previous question about the roof based on the elevations presented? It has a double gable from the elevations on both sides of the building. I can't tell if it connected to the connectors, more like a split roof midway down the elevation.

Mr. Thompson: It is connected to the connectors. You are right it does have siding on the side.

Mary McCormick: The connector is recessed and allows the interior space to turn a corner, when you are in the recessed and look up it appears to be a dormer because it carries the same roof pitch as the connector.

Mr. Butler: Isn't this a balcony, on the right side of the South Elevation.

Mary McCormick: Yes, it is hiding a nice private balcony. The gable comes back to the bathtub on the interior. On the other side the balconies are a full gable also, so the connector when it turns the corner has a gable valley as she demonstrated on the floor plan. Allows you to use the interior space but reads as a gable. I see your point with the balcony not having the depth of a gable and that it doesn't read correctly.

Mr. Mamula: Is this all picked up in the density calculations? (Mr. Thompson: Yes) This is a funky roof form in the historic district. You are sort of cheating to pick up extra space, because the connector is supposed to be a connector to a module, this is more complicated than we see typically. I don't understand how this is going to read in the historic district, with a very complicated roof form for a very simple historic district. The connector is still two feet below the roof line, but the roof is raised because it isn't traditional pitch. The perception between the roof and the connector is less because of the complicated roof lines.

Mr. Schroder: What is the historic district asking for simple roof lines?

- Mr. Thompson: Yes, I think it is looking for simple roof forms.  
(Ms. Puester: Read from Priority policy 141 regarding roof forms need to reflect the same angles, lines as found in the north historic district character area. Sounds like you are having an issue with how this meets this policy).
- Mr. Schroder: You referenced minimal dormers reading policy 141.  
(Ms. Puester reread the policy regarding dormers were used but minimally on individual buildings.)
- Mr. Pringle: I do concur with Mr. Mamula that it is a complicated roof line. I don't think this would ever possibly pass with today's 80A that we just revised.  
(Ms. Puester: We need to make sure we review this application under the policy 80A in the former version when they initially applied.)
- Mr. Pringle: Says that the connectors should be clearly lower than the adjacent modules. It looks more like an addition to the east module than a connector element. It hits the 2' like the policy says but having issues.
- Mary McCormick: The connector is recessed in this and reads as a connector more so because of this.
- Mr. Pringle: I don't think the South elevation reads like a connector element between modules, it doesn't read recessed to me.
- Mary McCormick: It is recessed 5'6" from garage to 9" along the elevation.
- M. Butler: I think it is different because the roof forms are complicated and are not following the same line.
- M. Mamula: My real problem is because your roof plan is not calling the true roof forms out, there is zero text on this from what we read. We see a roof form on the elevation, but not on the roof plan and it makes it hard for us to understand what we are approving.
- Mr. Mamula: I feel like we haven't been given the information that we need to approve this project. I should not have to pick up from an elevation. It is an obvious important element and it is one of the reasons that when I look at the diagram it looks like a hotel to me, with a more massive middle.
- Mr. Hasenstab: It is a duplex, not common here but allowed.
- Mr. Mamula: I understand that but you still need to build it like everything else in the district.
- Mr. Thompson: I didn't pick up on anything that is a code violation. We had a code that allowed duplexes and only had the connector drop only 2' per 80A. I don't think the gable roof form will be highly visible and won't negatively affect the historic district.
- Mr. Mamula: But you do with a duplex. What is the pitch of the gable? (Mr. Thompson: The pitch is 4:12.)
- Ms. Dudley: Priority Policy 141 the gabled roof should match the slope that is used historically. Asked Mr. Thompson to point this out which he did. I'm trying to understand if the dormer part of the policy 141 fits the "gabled roofs" as presented. The connector, the roof and the recesses follow the language. I like the improvement from the front and that fits in nicely with French street. I'm ok with this because I don't see a violation of the code.
- Mr. Pringle: I look at the other duplexes on the street, this seems to be a real deviation from the scale and the massing to the north and south of this property. From this elevation, this looks like a large hotel like building.
- Mary McCormick: Each elevation has broken planes and reads like historic buildings read.
- Mr. Pringle: The elevation over the south façade of the garage, the open balcony – would we see that kind of a form historically? I don't think we would see this as meeting true historic guidelines.
- Mary McCormick: I believe I have seen that on French Street.
- Mr. Pringle: We don't use bad examples as forms that we mimic for new construction. Also, I have a problem with the triple double hung windows on the garage side.

Mary McCormick: The goal is to make this look like a single family home, but the center window could easily be deleted.

Mr. Pringle: I would like to hear from other members on this point.

Mr. Lamb: I don't see that there is a code issue here.

Mr. Schroder: I didn't pick up the roof forms, I didn't see any deviation from code so I came into the meeting seeing this as passing. I keep leaning on the fact that duplexes are allowed even though we don't see a lot of duplexes.

Mr. Lamb: I think what is contributing to the massive look is that this acreage is a lot bigger 1.8 acres instead of the usually 0.4 of an acre.

Mr. Mamula: The windows don't bother me. I disagree with the reading that these roof forms are dormers. What this is doing is taking a roof form and changing it's normal pitch. Nowhere do we allow this in the historic district. I wouldn't count this as a dormer, just changing the roof pitch for the purpose of making the corner to the connector. I know it reads great from the street, but we look at things from all four sides and this is setting precedent. This is a new roof form. It is not characteristic from what we have seen.

Ms. Dudney: Is this a way to increase ceiling height from the inside?

Mary McCormick: Yes, but it is crafted as a dormer.

Mr. Mamula: But there are no windows (as would be customary in a true dormer).

Mr. Pringle: We don't acknowledge that this is a 4:12 pitch predominant part of the roof. When you look at the two historic buildings to the right of the El Perdido this is significantly larger.

Mr. Mamula: I don't know if we can change this as it is a larger parcel of land, they are meeting everything as far as code goes.

Ms. Dudney: In terms of the planning commissions' mandate, do we put the same priorities on all sides of the building even though no one will see some of the sides.

Mr. Thompson: The priority is on the street view, but all elevations are important.

Mr. Lamb: It is hard to look at this two dimensionally, I'm with Ms. Dudney on this and am in support of approving this.

(Ms. Puester: To bring the concerns to the code, I have heard the Mr. Pringle says that it isn't similar to other duplexes – we do have policy 5R that does not encourage for excessive dissimilarity from other existing structures, point based. Mr. Mamula's concerns could be in Policy 140 or 141 which is regarding dissimilar forms and roof design.)

Mr. Mamula: My concerns are addresses by policy 141 in regards the roof issues I've brought up.

Mr. Butler: I think this a dormer, I think this is what dormers do so I'm in support of this project passing.

Mr. Mamula: I move that this project is in violation of priority policy 141 Mr. Pringle, seconds.

Ms. Dudney: No

Mr. Mamula: Yes

Mr. Schroder: No

Mr. Lamb: No

Mr. Pringle: Yes

Mr. Butler: No

Motion doesn't carry.

Mr. Schroder made a motion to approve the point analysis for the Epic on French Duplex, PC#2013113, 308 North French Street, showing a passing score of 0 points. M Butler seconded, and the motion was carried (4-2).

Ms. Dudney: Yes,  
Mr. Mamula: No, I don't agree with the point analysis.  
Mr. Pringle: No  
Mr. Lamb: Yes  
Mr. Schroder: Yes  
Mr. Butler: Yes

Mr. Schroder made a motion to approve the Epic on French Duplex, PC#2013113, 308 North French Street, with the presented Findings and Conditions. Mr. Lamb seconded, and the motion was carried unanimously (6-0).

*Took a five minute recess.*

**COMBINED HEARINGS:**

1) Alpine Rock Conditional Use Permit (CK) PC#2012056, 13250 CO State Highway 9

Mr. Kulick presented. The applicant is requesting a renewal of a development permit (PC#2009039) to allow for the continuation of an existing processing operation. The operation includes processing and sale of aggregate on a 129.99-acre site just west of Highway 9 and north of County Road 3. Processing includes crushing and washing of material from on and off site, as well as asphalt and concrete manufacturing. No expansion to the existing operation is proposed.

The Alpine Rock Task Force has no remaining members. In addition Alpine Rock believes they have demonstrated a great deal of responsibility by strictly complying with the conditions of previous permits and voluntarily implementing new practices that reduce noise and improve air quality for nearby residents. Staff requested feedback on the possible termination of the Alpine Rock Task Force.

Due to Alpine Rock's strict compliance with previous permit conditions and their operation being subject to a lease agreement with the Town, staff recommended subsequent permit renewals be handled at an administrative level through the Class D review process. Staff requested feedback on the possible amendment of the review process.

This application has been advertised as a combined hearing. The application appears to pass all absolute and relative policies. A final point analysis was included for the Commission's review. If the Commission finds that the Alpine Rock Mining and Aggregate Processing application meets all absolute and relative policies, is comfortable with the modification for the temporary permitting of additional hours of operation, the termination of the Alpine Rock Task Force and amending future renewals to the Class D review process, Staff recommended approval of PC#2012056, with the presented findings and conditions.

Mr. Lamb opened the hearing to public comment. There was no public comment and the hearing was closed.

*Commissioner Questions / Comments:*

Mr. Pringle : Alpine Rock is a good member of the community and it speaks much to their operation that there is no opposition attending this hearing. In the effort to maintain transparency I think their renewal should come before the planning commission so that the public can still have an opportunity to voice any issues in the future.



- Ms. Dudney: I agree with Mr. Pringle, even though the task force is not in existence, keeping the renewal a Class B is appropriate.
- Mr. Schroder: I think making this available for public to review is appropriate.  
(Ms. Puester: If we continue the renewal as a Class B will have the 300 foot property notice. A Class C application only appears on the consent calendar, no posting or mailing. If you want to keep it as it is and make sure there is public notice, then it should remain a Class B.)
- Mr. Butler: I concur.
- Mr. Mamula: I concur.
- Mr. Lamb: I concur too.
- Mr. Pringle: I remember all the fuss that happened when a convenience store was proposed without public comment opportunities, let's keep this public noticed just in case.
- Mr. Lamb: That is a good point.
- Mr. Schroder: This is still a 3 year renewal process right? (Kulick: Yes)

Mr. Pringle made a motion to approve the point analysis for the Alpine Rock Conditional Use Permit, PC#2012056, 13250 CO State Highway 9, showing a passing score of 0 points. Mr. Schroder seconded, and the motion was carried unanimously (6-0).

Mr. Pringle made a motion to approve the Alpine Rock Conditional Use Permit, PC#2012056, 13250 CO State Highway 9, with the presented Findings and Conditions but changing finding number 6 to continue this to be reviewed in the future under the Class B category. Mr. Schroder seconded, and the motion was carried unanimously (6-0).

2) Ten Mile Suites Change of Use (SG) PC#2014020, 520 South French Street

Mr. Greenburg presented a proposal to change the use of the lower level of Ten Mile Suites (currently Unit #1) from commercial (retail/office) to four residential condominiums (2-one bedroom, 2-two bedroom condominiums) with common area and storage. Exterior changes include the addition of doors and windows. Ten Mile Suites is a three story building. The proposed change of use is on the main / lower level. Should the condos be individually subdivided for sale, a separate subdivision application to create condominiums would be required.

Staff found that this change of use is in conformance with the land uses in the area and results in less density and parking required. Staff had no concerns. Staff recommended that the Planning Commission approve the Ten Mile Suites Lower Level Change of Use, PC#2014020 at 520 South French Street, with the presented Point Analysis and Findings and Conditions.

Mr. Lamb opened the hearing to public comment. There was no public comment and the hearing was closed.

*Commissioner Questions / Comments:*

- Ms. Dudney: Will they just be overparked ? (Mr. Greenburg : Yes)
- Ms. Dudney: Is it possible to sell parking spaces?  
(Mr. Grossheusch : If you were a buyer, you couldn't use those to gain points or meet a parking requirement. The code says you have to park on site. You can't park an RV, but they could have people who need parking on site buy it.)
- Ms. Dudney : I think this seems like a good project.
- Mr. Pringle: In the original development, point analysis was there a social need that was considered that it got approved?  
(Mr. Grossheusch: I think we down zoned it when the land use guidelines were approved.)

(Mr. Kulick: We did some research a while ago on this and found that the property was down zoned like Powder Ridge right next door. We have a couple of legal non-conforming condo buildings on the south end of French Street.)

Mr. Pringle: When we start saying these change of uses, when an amenity may have gotten positive points but then we consider this now.

(Mr. Kulick: Again, when we looked at the history, the Atrium was developed as residential and Ten Mile Suites was developed as commercial and they chose to do a health club as a commercial use. The health club wasn't an amenity for the Atrium but commercial use on its own. It was always a commercial property when it was a gym. This is the first time that the use is changing.)

Ms. Dudney: Is this changing to the new max density, will they essentially lose that density?

Mr. Greenburg: Yes.

Mr. Mamula: This is a residential area that I'm glad to see the commercial leave.

Mr. Butler: Concur.

Mr. Schroder: I concur.

Mr. Pringle: I agree.

Ms. Dudney: I think this is a win, win.

Mr. Lamb: I agree too.

Mr. Schroder made a motion to approve the point analysis for the Ten Mile Suites Change of Use, PC#2014020, 520 South French Street, showing a passing score of 0 points. Mr. Mamula seconded, and the motion was carried unanimously (6-0).

Mr. Schroder made a motion to approve the Ten Mile Suites Change of Use, PC#2014020, 520 South French Street, with the presented Findings and Conditions. Mr. Butler seconded, and the motion was carried unanimously (6-0).

### **TOWN PROJECT HEARINGS:**

1) North Main Street Park (SG) PC#2014031, 112/114 North Main Street

Mr. Greenburg presented a proposal to construct a new public park at 112 N. Main Street (the lots between The Local Market and Alpine Bank). The park will include a playground, picnic tables, seating, and a handicap accessible walkway from North Main Street to the Edwin Carter museum.

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission is asked to identify any concerns with this project, and any code issues. In addition, the Commission is asked to make a recommendation to the Town Council.

Staff suggested that the Planning Commission recommend approval of the North Main Street Park, PC#2014031 located at 112/114 North Main Street. Staff welcomed questions from the Commission with positive points 20R for recreation and 22 R points for landscaping for a total of positive five (5) points.

Mr. Lamb opened the hearing to public comment. There was no public comment and the hearing was closed.

### *Commissioner Questions / Comments:*

Mr. Schroder: How was this project received with the Engage Breck group? This seems much more tame. (Mr. Greenburg: There was a climbing wall but that was putting the project over budget.)

Mr. Barney: We had over 100 comments on Engage Breck with the biggest comments centering around water features, but that wasn't reasonable with our location.

Mr. Schroder: This seemed like it got toned down.

Mr. Barney: With the size of the lot, we were restricted and we wanted to leave room for public art.

- Ms. Dudney: What about the ADA ramp with snow and ice in the winter?  
Mr. Barney: It is concrete, but there is a railing.  
Mr. Schroder: We are not changing grade it is 8%.  
Mr. Barney: We can certainly monitor if people have problems on this.  
Ms. Dudney: Did you ever consider having a shed area?  
Mr. Barney: We did consider this, but decided we didn't want to block views, but maybe some temporary options.  
Ms. Dudney: When will it be done?  
Mr. Barney: Will hope to have it started by mid-June  
Mr. Butler: What was budget?  
Mr. Barney: \$265,000  
Mr. Mamula: I think you need at least one more trash receptacle, especially by the picnic tables. We keep building parks for little kids, if we really need to think about building parks for kids over 6 years old. There are plenty of kids in the age range for 6-13 and the park in Silverthorne is awesome.  
Mr. Barney: The playground is for 5 to 12 years old. The rocks will be boulders with a web structure. There will be slide for smaller kids.  
Mr. Butler: I like it.  
Mr. Schroder: I like it.  
Mr. Pringle: No comment  
Ms. Dudney: No comment  
Mr. Lamb: I like it.

Mr. Schroder made a motion to support the point analysis of positive 3 points for public amenities and 2 positive points for landscaping Mr. Mamula seconded. The motion passed unanimously (6-0).

Mr. Schroder made a motion to recommend the Town Council approve the North Main Street Park, PC#2014031, 112/114 North Main Street. Mr. Mamula seconded, and the motion was carried unanimously (6-0).

**OTHER MATTERS:**

1) Class D Major Projects Report – 1<sup>st</sup> Quarter, 2014

Ms. Puester presented a memo summarizing the Class D Major approvals during the first quarter of 2014 (January 1 to March 31).

*Commissioner Questions / Comments:*

- Mr. Schroder: This packet seems more robust with a map presented.  
Ms. Puester: We probably won't include site plans in the future, unless you would like them.  
Mr. Schroder: Likes them in.  
Mr. Mamula: Would like to see them.  
Mr. Butler: I was just in a planning workshop and they asked about the approach to site visits versus site photos and they encouraged everyone to not make a site visit, unless you can go as a group. There is an assumption of impropriety if you go on your own.

**ADJOURNMENT:**

The meeting was adjourned at 9:07 pm.

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Jim Lamb, Chair



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## MEMORANDUM

**TO:** Town Council

**FROM:** Shane Greenburg, Planner

**DATE:** May 6, 2014 (For Meeting May 13, 2014)

**SUBJECT:** Town Project: North Main Street Park (112/114 N. Main Street)

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The North Main Street Park 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 proposed park is to be built on 0.32 acres of undeveloped land located at 112 N. Main Street, Bartlett & Shock Subdivision, Lots 52 & 53. The park design consists of a playground, seating areas, section of grassy lawn, public art, landscaping, and handicap accessible access from Main Street through the site to the Edwin Carter Museum.

The park is to include both summer and winter programming. Public art is to be included in the design in accordance with the Public Art Commission.

The Planning Commission held a public hearing May 6 and recommends approval of the North Main Street Park and point analysis.

Attached to this memo is a complete 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:** North Main Street Park  
(Town Project Hearing – PC#2014031)

**Proposal:** Construct a new public park at 112 N. Main Street (the lots between The Local Market and Alpine Bank). The park will include a playground, picnic tables, seating, and a handicap accessible walkway from North Main Street to the Edwin Carter museum.

**Date:** April 30, 2014 (For meeting of May 6, 2014)

**Project Manager:** Shane Greenburg

**Applicant:** Town of Breckenridge-Mike Barney, Director of Recreation

**Owner:** Town of Breckenridge

**Address:** 112 N. Main Street

**Legal Description:** Barlett & Shock Subdivision, Lots 52 & 53

**Land Use District:** 19: Commercial  
1:1 FAR/20 UPA residential

**Site Area:** 0.3162 acres

**Site Conditions:** The west side of the site is flat and is currently a dirt parking area. Stella’s Hungry Horse vendor cart is located on the parking area. The east side of the lot is steep with grades near 15%. Vegetation is sparse with 3 or 4 medium sized lodgepole pines on the northeast side of the property and medium sized aspen trees bordering the south side of the property.

A metal stairway exists on the far northeast of the property and provides access from parking along the alleyway to The Local Market. A drywell exists near the northern property line. The drywell provides drainage for the property to the north (The Local Market) in addition to this property.

The property has three easements: 1) a snow shed, drainage, and maintenance easement along the grocery store edge, 2) a drainage easement and landscape easement which contains the drywell, and 3) a parking and pedestrian access easement which contains one parking spot and the metal stairway (see Figure 2) The parking spot and the metal stairway will not be altered.

**Adjacent Uses:** North: The Local Market                      South: Alpine Bank  
East: Alley and Edwin Carter Museum              West: North Main Street

**Site Conditions:**



Looking east across Main Street towards the property.



Looking east from the current parking lot towards the Edwin Carter Museum. The slope leading up to the museum is approximately 15%.



Looking northwest across the current parking lot towards The Local Market and Main Street.



Looking southwest toward Alpine Bank, Stella's Hungry Horse Cart, Main Street, and the ski area. Alpine Bank has existing mature trees.

**Figure 1 – Existing Conditions**



**Figure 2 : Easements and adjacent uses**

### Item History

The Planning Commission held a Public Hearing on the North Main Street Park on May 6, 2014. There was no public comment.

### Staff Comments

**Land Use (Policies 2/A & 2/R):** The proposed playground and park are consistent with the existing character of the area. The design intent of the park is to draw people to North Main Street, provide active and passive recreation for residents and visitors, and provide safe and accessible access to the Edwin Carter Museum. The submitted design accomplishes those goals. We do not find that this use is in conflict with the existing or desired uses for this neighborhood. Staff has no concerns with the proposed use.

**Site and Environmental Design (7/R):** The lot slopes up to the east at the rear half of the property at approximately 15%. An ADA accessible switchback concrete walkway and associated retaining walls are used to address the grade, reduce cut and fill, and minimize erosion. The height of the natural stone faced retaining walls will be 30 inches or less and vegetation will be used to reduce their visual impact. Buffering between the neighboring properties will be handled with new and existing landscaping. The materials and colors are intended to blend into the natural terrain and provide a visually cohesive design.

**Drainage (27/A & 27/R):** Drainage will be handled by using the existing dry well and sheet flow will go to the street. According to the Town of Breckenridge Engineering Department, the amount of drainage entering the dry well will decrease with the new design as the front portion of lot will slope toward the street. In the final drainage design, the Engineering Department will ensure that drainage is addressed on site with the dry well or is directed toward the street.

**Architectural Compatibility (5/A & 5/R):** The materials for the retaining walls, walkways, steps, the playground equipment, and the playground surfacing will either be natural or colored and textured to blend in with the surrounding areas. The retaining walls and stairs will be faced with natural stone. Staff has no concerns.

**Access / Circulation (16/A & 16/R; 17/A & 17/R):** A concrete handicap accessible pedestrian pathway is proposed to provide access from N. Main Street to the alleyway and Edwin Carter Museum and to the playground. Access to the park will be available from N. Main Street and the alleyway. The crosswalk from the alleyway and the viewing plaza will be aligned with the entrance to the Edwin Carter Museum.

**Parking (18/A & 18/R):** Parking is available in surrounding areas such as N. Main Street, Ridge Street, the Courthouse, Wellington, and Sawmill lots. It is expected that many park visitors will be walking or riding from other locations in town or as they shop in the area.

**Recreation (20/R):** This policy encourages public recreation amenities. The proposed playground will meet the needs of the community by providing more active recreation space for children and draw more people to N. Main Street. For this reason, the Planning Commission recommends the allocation of positive three (+3) points for this project. This is consistent with the positive three points (+3) points given the Rotary Snowplow Park project.

**Landscaping (22/A & 22/R):** New landscaping is proposed on the entire site. All disturbed soils that are not planted with trees, shrubs, or lawn will be re-seeded with native seed mix. Because the proposed

landscaping provides a public benefit to the area and is a significant improvement over what currently exists on the site, the Commission recommends the allocation of positive two (+2) points.

**Snow Removal and Storage (13/R):** The intent is for the path through the park to be plowed in the winter. There is plenty of room for snow storage on site. We have consulted with the Public Works Department, and they are in support of this plan.

**Point Analysis (Section: 9-1-17-3):** Staff finds no reason to assign any negative points to this project. The Planning Commission recommends positive three (+3) points under Policy 20/R-Recreation and positive two (+2) points under Policy 22/R –Landscaping, for a passing point analysis of positive five (+5) points. All Absolute policies are being met.

### **Planning Commission Recommendation**

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission was asked to identify any concerns with this project, and any code issues.

The Planning Commission recommends approval of the North Main Street Park to the Town Council, PC#2014031 with the attached Point Analysis and Findings.



<b>Town Project Hearing</b>				
Project:	North Main Street Park	<b>Positive Points</b>	<b>+5</b>	
PC#:	2014031	<b>Negative Points</b>	<b>0</b>	
Date:	5/6/2014	<b>Total Allocation:</b>	<b>+5</b>	
Staff:	Shane Greenburg			
Items left blank are either not applicable or have no comment				
<b>Sect.</b>	<b>Policy</b>	<b>Range</b>	<b>Points</b>	<b>Comments</b>
1/A	<b>Codes, Correlative Documents &amp; Plat Notes</b>	Complies		
2/A	<b>Land Use Guidelines</b>	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	<b>Density/Intensity</b>	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	<b>Architectural Compatibility / Historic Priority Policies</b>	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	<b>Building Height</b>	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	<b>Ridgeline and Hillside Development</b>	Complies		
9/A	<b>Placement of Structures</b>	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	<b>Snow Removal/Storage</b>	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	<b>Storage</b>	Complies		
14/R	Storage	2x(-2/0)		
15/A	<b>Refuse</b>	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	<b>External Circulation</b>	Complies		

18/A	<b>Parking</b>	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	<b>Loading</b>	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+3	Public park-passive and active recreation provided.
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	<b>Landscaping</b>	Complies		
22/R	Landscaping	2x(-1/+3)	+2	Landscaping providing some public benefit.
24/A	<b>Social Community</b>	Complies		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	<b>Infrastructure</b>	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	<b>Drainage</b>	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	<b>Utilities - Power lines</b>	Complies		
29/A	<b>Construction Activities</b>	Complies		
30/A	<b>Air Quality</b>	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	<b>Water Quality</b>	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	<b>Water Conservation</b>	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	<b>Hazardous Conditions</b>	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	<b>Subdivision</b>	Complies		
36/A	<b>Temporary Structures</b>	Complies		
37/A	<b>Special Areas</b>	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	<b>Home Occupation</b>	Complies		
39/A	<b>Master Plan</b>	Complies		

40/A	<b>Chalet House</b>	Complies		
41/A	<b>Satellite Earth Station Antennas</b>	Complies		
42/A	<b>Exterior Loudspeakers</b>	Complies		
43/A	<b>Public Art</b>	Complies		
43/R	Public Art	1x(0/+1)		
44/A	<b>Radio Broadcasts</b>	Complies		
45/A	<b>Special Commercial Events</b>	Complies		
46/A	<b>Exterior Lighting</b>	Complies		
47/A	<b>Fences, Gates And Gateway Entrance Monuments</b>	Complies		
48/A	<b>Voluntary Defensible Space</b>	Complies		
49/A	<b>Vendor Carts</b>	Complies		

## TOWN OF BRECKENRIDGE

**North Main Street Park  
Barlett & Shock Subdivision, Lots 52 & 53  
112 North Main Street  
PERMIT #2014031**

### 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 **May 6, 2014**. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on May 6, 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 May 13, 2014. This Town Project was listed on the Town Council’s agenda for the May 13, 2014 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.



# Concept Plan NORTH MAIN STREET PARK

Town of Breckenridge March 11, 2014

0 8 16 24 32  
scale: 1/8" = 1'-0"





NORTH ELEVATION

*play features*



*stone & furnishings*

**Park Materials & Furnishings Character**

**NORTH MAIN STREET PARK**

Town of Breckenridge

March 11, 2014





## Scheduled Meetings, Important Dates and Events

**Shading indicates Council attendance – others are optional**

*The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.*

### MAY 2014

Tuesday, May 13, 2014; 3:00/7:30 pm	First Meeting of the Month
Tuesday, May 27, 2014; 3:00/7:30 pm	Second Meeting of the Month

### JUNE 2014

Monday, June 2, 2014; 8:30am-5:00 pm; TBD	Town Council Spring Retreat
Tuesday, June 10, 2014; 3:00/7:30 pm	First Meeting of the Month
Friday, June 13; 4:30pm	Town Party
Saturday and Sunday, June 14-15; All Day	Kingdom Days
Tuesday, June 24, 2014; 3:00/7:30 pm	Second Meeting of the Month

### JULY 2014

Friday, July 4, 2014; All Day	Fourth of July Festivities
Tuesday, July 8, 2014; 3:00/7:30 pm	First Meeting of the Month
Tuesday, July 22, 2014; 3:00/7:30 pm	Second Meeting of the Month

### AUGUST 2014

Tuesday, August 12, 2014; 3:00/7:30 pm	First Meeting of the Month
Tuesday, August 26, 2014; 3:00/7:30 pm	Second Meeting of the Month

### OTHER MEETINGS

4 <sup>th</sup> Monday of the Month; 4:00 p.m.	Cultural Arts Advisory Committee; Riverwalk Center
1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday of the Month; 7:00 p.m.	Planning Commission; Council Chambers
1 <sup>st</sup> Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 <sup>rd</sup> floor Conf Room
2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 <sup>nd</sup> Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon	Breckenridge Heritage Alliance
2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 <sup>nd</sup> Thursday of the Month; 5:30 p.m.	Sanitation District
3 <sup>rd</sup> Monday of the Month; 5:30 p.m.	BOSAC; 3 <sup>rd</sup> floor Conf Room
3 <sup>rd</sup> Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
4 <sup>th</sup> Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 <sup>th</sup> Wednesday of the Month; 8:30 a.m.	GoBreck; GoBreck Offices
4 <sup>th</sup> Thursday of the Month; 7:00 a.m.	Red White and Blue; Main Fire Station
4 <sup>th</sup> Monday of the Month; 3-5 p.m.	Childcare Advisory Committee; Town Hall

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