



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, June 24, 2014; 7:30 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - JUNE 10, 2014	3
III	APPROVAL OF AGENDA	
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	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
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V	CONTINUED BUSINESS	
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	C. GOBRECK (MS. WOLFE)	
	D. BRECKENRIDGE HERITAGE ALLIANCE (MS. GIGLIELLO)	
	E. WATER TASK FORCE (MR. GALLAGHER)	
	F. CULTURAL ARTS ADVISORY COMMITTEE (MR. GALLAGHER AND MS. WOLFE)	
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XI	SCHEDULED MEETINGS	40

*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.

XII ADJOURNMENT

*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.

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CALL TO ORDER, ROLL CALL

Mayor Pro Tem Burke called the meeting of June 10, 2014 to order at 7:30pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Ms. Wolfe, Ms. Gigliello, Mr. Burke. Mayor Warner was absent.

APPROVAL OF MINUTES - MAY 27, 2014

With no changes or corrections to the meeting minutes of May 27th, 2014, Mayor Pro Tem Burke declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Gagen stated there were no changes to the agenda.

COMMUNICATIONS TO COUNCIL

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

Mayor Warner opened Citizen's Comment.

Mr. Lloyd Athearn, representing the Colorado Fourteeners Association, thanked Council for a community grant and passed out the annual report for the organization. Ms. Catlin McGuire, Owner of the Cannabis Club, asked the Council to consider going back to the 2009 zoning ordinance for medical and retail marijuana operations. Mayor Pro Tem Burke and the Council members requested that staff put together facts and recommendations and schedule a discussion for a work session in July.

Mr. Robin Theobald, a Breckenridge resident, thanked the Town and Council for all the great concrete work on Main Street, but also stated he was having a difficult time with the continued disruptive nature of the stone work to the businesses. He then asked Council to consider adding a couple more sidewalk sale days to the summer schedule.

Mr. Jeff Palomo, a local business owner, stated he sent an email to Council regarding the sign code. He further stated his business was cited for a sandwich board violation, however he believes the enforcement is not consistent. Council stated they would have staff look into that portion of the sign code and come back for a work session discussion.

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

B. Red, White and Blue Fire District Update

Red, White and Blue was not present for an update.

C. GoBreck Update

Ms. Donna Horii, GoBreck Director of Sales, stated MTS was a great success.

Michael Pierson (owner and producer of MTS) wrote a letter and Ms. Horii read it into the record.

Ms. Lucy Kay, CEO of GoBreck, stated the financial situation has clarity with a new operating plan, and she is working on a number of Human Resources programs and policies including a solid succession plan. In addition, she stated the management team is looking at reservation metrics and trying to get real time rental information.

CONTINUED BUSINESS

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

1. COUNCIL BILL NO. 15, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Valley Brook Cemetery - Part of the Masonic Placer, U.S.M.S. 9616; 13.33 acres)

Mayor Pro Tem Burke read the title into the minutes. Mr. Berry stated that there is a

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legal description change from the first reading and Council will need to refer to the version in council packet. Mayor Pro Tem Burke opened the public hearing. There were no comments and the public hearing was closed.

Ms. Lawrence moved to approve COUNCIL BILL NO. 15, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Valley Brook Cemetery - Part of the Masonic Placer, U.S.M.S. 9616; 13.33 acres) in the form that was included in the packet. Mr. Gallagher seconded the motion. The motion passed 6-0. Mayor Warner was absent.

2. COUNCIL BILL NO. 16, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 19, Snider Addition)
Mayor Pro Tem Burke read the title into the minutes. Mr. Berry stated there were no changes from the first reading. Mayor Pro Tem Burke opened the public hearing. There were no comments and the public hearing was closed.
Mr. Gallagher moved to approve COUNCIL BILL NO. 16, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 19, Snider Addition). Ms. Wolfe seconded the motion. The motion passed 6-0. Mayor Warner was absent.
3. COUNCIL BILL NO. 17, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK/LANDMARK SITE UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 1, Iowa Hill Subdivision)
Mayor Pro Tem Burke read the title into the minutes. Mr. Berry stated there were no changes from first reading. Mayor Pro Tem Burke opened the public hearing. There were no comments and the public hearing was closed.
Ms. Wolfe moved to approve COUNCIL BILL NO. 17, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK/LANDMARK SITE UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 1, Iowa Hill Subdivision). Mr. Gallagher seconded the motion. The motion passed 6-0. Mayor Warner was absent.
4. COUNCIL BILL NO. 18, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lots 4 & 5, Block 1, Stiles Addition)
Mayor Pro Tem Burke read the title into the minutes. Mr. Berry stated there were no changes from first reading. Mayor Pro Tem Burke opened the public hearing. There were no comments and the public hearing was closed.
Ms. Gigliello moved to approve COUNCIL BILL NO. 18, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lots 4 & 5, Block 1, Stiles Addition). Ms. Lawrence seconded the motion. The motion passed 6-0. Mayor Warner was absent.
5. COUNCIL BILL NO. 19, SERIES 2014 - AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER.

Mayor Pro Tem Burke read the title into the minutes. Ms. Lawrence recused herself because she is an employee of one of the lessees. Mr. Holman stated that each of the four leases is for 10 years and Council must approve leases that are longer than one year. Mayor Pro Tem Burke opened the public hearing. There were no comments and the public hearing was closed.

Mr. Gallagher moved to approve COUNCIL BILL NO. 19, SERIES 2014 - AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER. Ms. Wolfe seconded the motion.

The motion passed 5-0. Mayor Warner was absent and Ms. Lawrence abstained.

6. COUNCIL BILL NO. 20, SERIES 2014 - AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE TOWN'S CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF CALIFORNIA/COLORADO/WASHINGTON, LP

Mayor Pro Tem Burke read the title into the minutes. Mr. Gagen stated there are no changes from first reading. Mayor Pro Tem Burke opened the public hearing. There were no comments and the public hearing was closed.

Mr. Brewer moved to approve COUNCIL BILL NO. 20, SERIES 2014 - AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE TOWN'S CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF CALIFORNIA/COLORADO/WASHINGTON, LP. Mr. Gallagher seconded the motion.

The motion passed 6-0. Mayor Warner was absent.

7. COUNCIL BILL NO. 21, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado nonprofit corporation (Tract B, Revetts Landing Subdivision)

Mayor Pro Tem Burke read the title into the minutes. Mr. Berry stated there are no changes proposed for the ordinance but there are four changes to the development agreement reflected in the agenda packet. He further stated an email from John McDonald will be included with the minutes. Mayor Pro Tem Burke opened the public hearing. There were no comments and the public hearing was closed.

Ms. Wolfe moved to approve COUNCIL BILL NO. 21, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE BRECKENRIDGE OUTDOOR EDUCATION CENTER, a Colorado nonprofit corporation (Tract B, Revetts Landing Subdivision). Mr. Brewer seconded the motion. The motion passed 6-0. Mayor Warner was absent.

NEW BUSINESS

- A. First Reading of Council Bills, Series 2014

1. COUNCIL BILL NO. 22, SERIES 2014 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE VILLAGE AT BRECKENRIDGE ACQUISITION CORP., INC., A TENNESSEE CORPORATION, AND HOTEL BRECK, LLC, A DELAWARE LIMITED LIABILITY COMPANY (Lot 3, Breckenridge Mountain Lodge Area Subdivision).

Mayor Pro Tem Burke read the title into the minutes. Mr. Berry stated there is a staff memo in the packet from Mr. Mosher. He further stated that if this ordinance is approved it will allow the Planning Commission to move forward. Mr. Brewer voiced his objection to the project and stated his reasons. Ms. Gigliello made her comments at the work session.

Ms. Lawrence moved to approve COUNCIL BILL NO. 22, SERIES 2014 - AN

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ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE VILLAGE AT BRECKENRIDGE ACQUISITION CORP., INC., A TENNESSEE CORPORATION, AND HOTEL BRECK, LLC, A DELAWARE LIMITED LIABILITY COMPANY (Lot 3, Breckenridge Mountain Lodge Area Subdivision).

Mr. Gallagher seconded the motion.

The motion passed 4-2. Mr. Brewer and Ms. Gigliello dissented and Mayor Warner was absent.

2. COUNCIL BILL NO. 23, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 6, Abbett Addition)
Mayor Pro Tem Burke read the title into the minutes. Mr. Berry stated landmarking these structures is a condition of the Development Permit approval and approving this ordinance will fulfill that landmarking condition.
Ms. Wolfe moved to approve COUNCIL BILL NO. 23, SERIES 2014 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lot 6, Abbett Addition). Mr. Gallagher seconded the motion.
The motion passed 6-0. Mayor Warner was absent.

- B. Resolutions, Series 2014. There are none.
- C. Other

PLANNING MATTERS

- A. Planning Commission Decisions
Planning Commission Decisions were discussed at the Work Session.
- B. Planning Commission Report (Mr. Brewer)
Mr. Brewer stated the Planning Commission Report was given at the Work Session.
- C. Planning Commission Appointment
There was one applicant to the vacant position on the Planning Commission. The term of the appointment will end on October 31, 2014. The Council approved by voice vote to appoint Ron Schuman to fill the vacant Planning Commission position.
- D. Town Project: Turf Field Replacement (880 Airport Rd).
Council revisited this matter and was concerned about how the removal of snow would occur on the new turf and whether a new plow would need to be purchased for this purpose. It was determined that staff would be refitting a current vehicle with the correct plow and no damage to the field would occur. Another concern was the visual effect of the fencing. Council came to the consensus that fencing on the north and south was necessary, but they would wait on putting it up on the east.
Mr. Brewer moved to approve the Town Project: Turf Field Replacement (880 Airport Rd). Ms. Lawrence seconded the motion.
Motion passed 6-0 with Mayor Warner absent.

REPORT OF TOWN MANAGER AND STAFF

The reports of Town Manager and Staff were discussed at the Work Session.

REPORT OF MAYOR AND COUNCILMEMBERS

The reports of Mayor and Council Members were discussed at the Work Session.

- A. Cast/MMC (Mayor Warner)

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Mayor Warner stated he sent his report via email to Council Members.

- B. Breckenridge Open Space Advisory Committee (Ms. Lawrence)
- C. GoBreck (Ms. Wolfe)
- D. Attainable Housing and Childcare Committee (Ms. Gigliello, Mr. Brewer, Mr. Gallagher)

Council decided this report would only be included in this portion of the Agenda if more information was to be given to Council than during the Work Session by Ms. Best.

- E. Breckenridge Heritage Alliance (Ms. Gigliello)
- F. Water Task Force (Mr. Gallagher)
- G. Cultural Arts Advisory Committee (Mr. Gallagher and Ms. Wolfe)

OTHER MATTERS

Ms. Gigliello stated she was contacted by Mr. Dara Lor regarding grease recycling. Mr. Gagen stated Public Works will be getting back to Mr. Lor letting him know we are not changing what we are currently doing. He further stated the businesses are still responsible for the grease and the Town is not moving it back into the dumpsters. He also stated the County may incorporate something for grease collection in the new recycling center.

Ms. Wolfe brought back the marijuana discussion. She stated she wants to be sure that we have good information before starting to formulate a discussion on the topic prior to the scheduled work session. Ms. Wolfe also stated she would like to put a question on Engage Breckenridge and ensure that we get GoBreck and the cultural organizations to weigh in.

Mayor Pro Tem Burke brought back the idea of additional sidewalk sales this summer. He stated Council would have to authorize the additional days, and Council is in favor of the addition of two weekends. He also stated Council will leave it up to staff and the business community to decide which weekends are best. Ms. Lawrence proposed July 19 and August 9.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:41 pm. Submitted by Susan Brown, Municipal Services Specialist.

ATTEST:

Mark Burke, Mayor Pro Tem

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 22 (Approving Hotel Breck, LLC Development Agreement)

DATE: June 17, 2014 (for June 24th meeting)

The second reading of the ordinance approving the Development Agreement with Hotel Breck, LLC is scheduled for your meeting on June 24th.

There are no changes proposed to ordinance itself from first reading. However, the developer has proposed changes to Section 5 of the Agreement concerning the required parking plan for the project. The proposed changes are found at the bottom of Page 3 and the top of Page 4 of the agreement, and are redlined.

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

1 **FOR WORKSESSION/SECOND READING – JUNE 24**

2
3 **NO CHANGE TO ORDINANCE FIRST READING**

4
5 Additions To The Development Agreement As Approved on First Reading Are
6 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO. 22

9
10 Series 2014

11
12 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH THE VILLAGE
13 AT BRECKENRIDGE ACQUISITION CORP., INC., A TENNESSEE CORPORATION, AND
14 HOTEL BRECK, LLC, A DELAWARE LIMITED LIABILITY COMPANY
15 (Lot 3, Breckenridge Mountain Lodge Area Subdivision)

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

19
20 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
21 determines as follows:

22
23 A. The Village At Breckenridge Acquisition Corp., Inc., a Tennessee corporation
24 (“**Owner**”), is the owner of Lot 3, Breckenridge Mountain Lodge Area Subdivision, as shown on
25 the plat recorded April 12, 1999 under Reception No. 592529, Summit County, Colorado
26 (“**Property**”).

27
28 B. Owner and Hotel Breck, LLC, a Delaware limited liability company (“**Buyer**”),
29 are under contract for a potential sale of the Property for Buyer to develop as a branded hotel (the
30 “**Project**”).

31
32 C. The Property is subject to the 1998 Breckenridge Mountain Lodge (BML) Area
33 Master Plan approved by the Breckenridge Town Council on August 25, 1998, notice of which
34 approval was recorded February 4, 2000, at Reception No. 616575 of the Summit County,
Colorado records (the “**Master Plan**”).

35
36 D. The Master Plan currently provides for a total density on the Property of 29.1
single family equivalents (“**SFEs**”).

37
38 E. As owner of the Property, Owner has the right to authorize Buyer to propose
amendments to the Master Plan.

39
40 F. Pursuant to Chapter 9 of Title 9 of the Breckenridge Town Code the Town
41 Council has the authority to enter into a development agreement. Further, in connection with a
42 Master Plan amendment, there is no process in the Town’s Development Code for approval of

1 density in excess of that recommended by an existing Master Plan and the transfer of density
2 pursuant to a certificate of development rights (“**TDRs**”) issued pursuant to the
3 Intergovernmental Agreement concerning transfer of development rights between the Town and
4 Summit County, Colorado (“**IGA**”), and, therefore, a development agreement provides a means
5 for such an approval and transfer.

6 G. In order for Buyer to develop the Property in a manner that will permit the
7 operation of a hotel with limited retail, density up to a total of 54.1 SFEs of density may be
8 required and an amendment to the Master Plan and authorization to use TDRs representing up to
9 25.00 additional SFEs to accommodate such density will be required.

10 H. In connection with the future development of the Property, it has been agreed that
11 there should be an amendment to the Master Plan to authorize an increase in the 200% multiplier
12 for amenity space as provided for in Subsection (D) of Section 9-1-19-24R (Social Community)
13 of the Breckenridge Town Code to 400% in order to further encourage meeting and conference
14 facilities or recreation and leisure amenities.

15 I. Although the Project is a mixed use development containing less than one
16 hundred thousand (100,000) square feet, the Town’s Planning Commission (“**Planning**
17 **Commission**”) is authorized to apply the off-street parking requirements of Section 9-3-8(D) of
18 the Breckenridge Town Code, and to approve, if the written analysis described below is found to
19 be acceptable, a reduction in the parking requirement for the Project to approximately 0.74
20 parking spaces per hotel room, plus approximately 1 space per 400 square feet of commercial
21 space, based on a written analysis to be paid for by the Buyer and prepared by a qualified
22 parking consultant.

23 J. The hotel room units within the Project will contain small kitchens, but the
24 Project is proposed to be operated in all respects a true hotel. Because the Town has determined
25 that the Project is in fact a hotel regardless of the existence of small kitchens in each room, the
26 Planning Commission is authorized and directed to define the Project as a “Hotel/Lodge/Inn”
27 pursuant to Section 9-1-5 of the Breckenridge Town Code and therefore use a multiplier of 1,380
28 square feet per SFE to calculate allowable density.

29
30 K. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council
31 has the authority to enter into a development agreement.

32
33 L. Buyer, with Owner’s consent, has submitted to the Town a completed
34 application for a development agreement.

35
36 M. A proposed development agreement between the Town, Owner, and Buyer has
37 been prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein
38 by reference (“**Development Agreement**”).

39
40 N. The Town Council had a preliminary discussion of Buyer’s application and the
41 proposed Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town
42 Code.

43

1 O. The Town Council determined that Buyer’s request for a development agreement
2 need not be referred to the Breckenridge Planning Commission for its review and
3 recommendation.
4

5 P. The Town Council has reviewed the Development Agreement.
6

7 Q. The approval of the Development Agreement is warranted in light of all relevant
8 circumstances.
9

10 R. The procedures to be used to review and approve a development agreement are
11 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
12 Chapter have substantially been met or waived in connection with the approval of the
13 Development Agreement and the adoption of this ordinance.
14

15 Section 2. Approval of Development Agreement. The Development Agreement between
16 the Town, The Village At Breckenridge Acquisition Corp., Inc., a Tennessee corporation, and
17 Hotel Breck, LLC, a Delaware limited liability company (Exhibit “A” hereto) is approved, and
18 the Town Manager is authorized, empowered, and directed to execute such agreement for and on
19 behalf of the Town of Breckenridge.
20

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

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

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

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

41 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
42 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
43 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
44 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
45 Town.
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TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

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June 18, 2014

Breckenridge Town Council
 C/O Mr. Timothy H. Berry
 P.O. Box 2
 Leadville, Colorado 80461

Re: Breckenridge Mountain Lodge Development Agreement
 Proposed Language Regarding the Parking Management Plan Covenants

Dear Breckenridge Town Council Members,

As you are aware, the Breckenridge Town Council voted and approved the First Reading of our draft Development Agreement on June 10, 2014. I write to you today to explain our few suggested changes to the language of the Development Agreement. I believe it is important to address these items in writing because of the concerns we heard by Council Member Brewer about our lack of commitment to the providing a hotel shuttle and parking management plan for the project.

Let me begin by assuring you that we fully intend to provide both a hotel shuttle for our guests and the required parking management plan, and the language of the Agreement still commits to both of these. These are important components of our dialogue and parts of the agreement to which we are committed.

Our suggested changes to the agreement address our concern that the language as drafted would create a covenant and obligation on the property into perpetuity that is not at all flexible. We want to make sure that there is a process that would allow the hotel and the Town to review the parking management plan and make modifications to that plan to the extent these changes make sense to all parties. Based on the conversation from our June 10, 2014 work session, we were happy to hear that the proposed parking management plan always qualifies for review and modification by the Town.

Our suggested change in the language of the Development Agreement clarifies this fact in the body of the agreement by making the agreement read that we will record a restrictive covenant “acknowledging the existence of the initial plan and providing a process for Town staff to review and approve revisions to the plan in the future based on actual demands and needs of the Project and operational experience from time to time.”



Thank again for your consideration and we look forward to discussing this issue with you in the next Town Council Meeting.

Sincerely,

Michael O'Connor
Triumph Development
On Behalf of Breck Hotel, LLC

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**”), THE VILLAGE AT BRECKENRIDGE ACQUISITION CORP., INC., a Tennessee corporation authorized to do business in Colorado (the “**Owner**”), and HOTEL BRECK, LLC, a Delaware limited liability company authorized to do business in Colorado (the “**Buyer**”).

Recitals

A. Owner is the owner of Lot 3, Breckenridge Mountain Lodge Area Subdivision, as shown on the plat recorded April 12, 1999 under Reception No. 592529, Summit County, Colorado (“**Property**”).

B. Owner and Buyer are under contract for a potential sale of the Property for Buyer to develop as a branded hotel (the “**Project**”).

C. The Property is subject to the 1998 Breckenridge Mountain Lodge (BML) Area Master Plan approved by the Breckenridge Town Council on August 25, 1998, notice of which approval was recorded February 4, 2000, at Reception No. 616575 of the Summit County, Colorado records (the “**Master Plan**”).

D. The Master Plan currently provides for a total density on the Property of 29.1 single family equivalents (“**SFEs**”)¹.

E. As owner of the Property, Owner has the right to authorize Buyer to propose amendments to the Master Plan, as provided in this Agreement.

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. Further, in connection with a Master Plan amendment, there is no process in the Town’s Development Code for approval of density in excess of that recommended by an existing Master Plan and the 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**”), and, therefore, a development agreement provides a means for such an approval and transfer.

¹ The Master Plan provides that the allowed density on the Property is equal to the existing density, plus one additional SFE. Based upon the existing survey of the Property the parties agree that there are 27.8 existing SFEs. As such, the current allowed density on the Property is 28.1 SFEs + 1 SFE = 29.1 SFEs.

G. In order for Buyer to develop the Property in a manner that will permit the operation of a hotel with limited retail, density up to a total of 54.1 SFEs may be required and an amendment to the Master Plan and authorization to use TDRs representing up to 25.00 additional SFEs to accommodate such density will be required.

H. In connection with the future development of the Property, it has been agreed that there should be an amendment to the Master Plan to authorize an increase in the 200% multiplier for amenity space as provided for in Subsection (D) of Section 9-1-19-24R (Social Community) of the Breckenridge Town Code to 400% in order to further encourage meeting and conference facilities or recreation and leisure amenities.

I. Although the Project is a mixed use development containing less than one hundred thousand (100,000) square feet, the Town's Planning Commission ("**Planning Commission**") is authorized to apply the off-street parking requirements of Section 9-3-8(D) of the Breckenridge Town Code, and to approve, if the written analysis described below is found to be acceptable, a reduction in the parking requirement for the Project to approximately 0.74 parking spaces per hotel room, plus approximately 1 space per 400 square feet of commercial space, based on a written analysis to be paid for by the Buyer and prepared by a qualified parking consultant.

J. The hotel room units within the Project will contain small kitchens, but the Project is proposed to be operated in all respects as hotel. Because the Town has determined that the Project is in fact a hotel regardless of the existence of small kitchens in each room, the Planning Commission is authorized and directed to define the Project as a "Hotel/Lodge/Inn" pursuant to Section 9-1-5 of the Breckenridge Town Code and therefore use a multiplier of 1,380 square feet per SFE to calculate allowable density.

K. As the commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Buyer has proposed the following:

1. A payment to the Breckenridge Arts District of \$10,000 to be applied toward a project mutually agreed by the Town and Buyer.
2. Landscaping and access improvements to the trail easement along the southern edge of the property.
3. Payment to the Town of Breckenridge for landscaping improvements to the sizeable CDOT and Town of Breckenridge right-of-way in front of the property of \$10,000.

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

Agreement

1. Upon: (a) final approval of (i) the transfer of up to 25.00 additional TDRs that will allow for a total of a maximum of 54.1 SFEs of density on the Property, (ii) a Class A Development Permit amending the Master Plan to allow for such additional density (the “**Master Plan Amendment**”), and (iii) a Class A Development Permit for the Property acceptable to Buyer and Owner allowing for the development of the Property utilizing up to the additional 25.00 SFEs of density for retail and a Hotel/Lodge/Inn (as provided for in the Town Code) at 1,380 square feet of density per SFE (the “**Permit**”); and (b) the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, Buyer shall: (A) pay \$10,000 to the Breckenridge Arts District to be applied toward a project mutually agreed by the Town and Buyer, (B) enter into an agreement with the Town for the proposed trail improvements, (C) pay \$10,000 to the Town of Breckenridge for the installation of landscaping and public art in the Town or CDOT rights of way, and (D) pursuant to the terms of the IGA, pay the then-current price per TDR for each TDR required to support the total density authorized by the Permit.

2. Pursuant to Subsection (I)(2) of Section 9-1-19-39A (Master Plan) of the Breckenridge Town Code, the Planning Commission is hereby authorized and directed to review and approve, if appropriate, subject to compliance with all other applicable development policies of the Town, an application for the Master Plan Amendment providing for a maximum of 54.1 SFEs of density on the Property (the existing 29.1 SFEs, plus an additional 25.0 SFEs to be transferred to the Property).

3. Upon approval of the Master Plan Amendment and the Permit, the transfer to the Property of up to an additional 25.00 TDRs pursuant to the terms of the IGA may be processed and paid for.

4. In connection with the future development of the Property, negative points shall not be assessed under Section 9-1-19-24R (Social Community) of the Breckenridge Town Code for meeting and conference facilities or recreation and leisure amenities over and above that required in Section 9-1-19-24A (The Social Community) of the Breckenridge Town Code if the facilities or amenities are legally guaranteed to remain as meeting and conference facilities or recreation and leisure amenities and they do not equal more than 400% of the area required under said Section 9-1-19-24A of the Breckenridge Town Code.

5. Although the Project is a mixed use development containing less than one hundred thousand (100,000) square feet of interior space, the Planning Commission is authorized and directed to apply the provisions of Section 9-3-8(D) of the Breckenridge Town Code, and to approve, if the written analysis described below is found to be acceptable, a reduction in the parking requirement for the Project to approximately 0.74 parking spaces per hotel room, plus approximately 1 space per 400 square feet of commercial space, based on a written analysis to be paid for by the Buyer and prepared by a qualified parking consultant. As part of the parking analysis, Buyer will include a proposed parking management plan for the Project that outlines how the Project will deal with high-demand parking days that require overflow parking and

initially includes a plan for provision of a hotel shuttle. The Permit shall contain a condition that the Buyer execute and record a restrictive covenant, acceptable in form and substance to the Town Attorney, ~~requiring the Buyer in perpetuity to: (i) implement a parking plan, acceptable to the Town, for those high-demand parking days that require overflow parking; and (ii) operate a hotel shuttle vehicle for the benefit of the hotel guests,~~ acknowledging the existence of the initial plan and providing a process for Town staff to review and approve revisions to the plan in the future based on actual demands and needs of the Project and operational experience from time to time.

6. The Planning Commission is hereby authorized and directed, notwithstanding the provisions of Section 9-1-5 of the Breckenridge Town Code, to review the Project as a “Hotel/Lodge/Inn” and therefore use a multiplier of 1,380 square feet per SFE to calculate allowable residential density for the Project.

7. The Development Permit shall contain a condition that the Buyer execute and record a restrictive covenant, acceptable in form and substance to the Town Attorney, prohibiting the installation of ovens in the kitchens to be located within the guest rooms of the Project.

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

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

10. This Agreement shall run with title to the Property and be binding upon and inure to the benefit of Town, Owner and Buyer, their successors and assigns, provided, however, that, if the conditions set forth in paragraph 1 above all have not been met at the time that the Purchase and Sale Agreement for the purchase of the Property by Buyer from Owner is terminated for any reason, then Owner may terminate this Agreement by notice to the Town and, after such notice is given by Owner, a notice of termination of this Agreement may be recorded in the office of the Clerk and Recorder of Summit County, Colorado. Upon the date that Buyer takes title to the Property, Owner shall be released from this Agreement and from all obligations hereunder and shall have no further rights hereunder, and all references to Owner, and to Owner and Buyer collectively, shall be changed to Buyer only.

11. Prior to any action against the Town for breach of this Agreement, Owner or Buyer shall give the Town a sixty (60) day written notice of any claim by the Owner or Buyer of

a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

12. The Town shall not be responsible for and neither the Owner nor the Buyer shall have any remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

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

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

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

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

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

18. Within fourteen (14) days following the final adoption of the ordinance approving this Development Agreement, the Town Clerk shall cause to be published one time in a newspaper of general circulation within the Town a notice satisfying the requirements of Section 9-9-13 of the Development Code. The costs of publication of such notice shall be paid by the Buyer.

19. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by Town, Owner and

Buyer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Owner or Buyer or the acceptance of any improvements.

20. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado. The cost of recording this Agreement shall be paid by Buyer.

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

22. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Owner and Buyer expressly waive their right to bring such action in or to remove such action to any other court, whether state or federal.

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

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

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

If To The Owner: Alex Iskenderian
Vail Resorts Development Company
137 Benchmark Road
P.O. Box 959
Avon, CO 81620

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

With A Copy (which shall not constitute notice) to: Vail Resorts Management Company
137 Benchmark Road

P.O. Box 959
Avon, CO 81620
Attn: Legal Department

If to the Buyer :

Michael O'Connor
Triumph Development, LLC
12 Vail Road – Suite 700
Vail, CO 81657

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

Gregory W. Perkins, Esq.
Wear Travers Perkins LLC
97 Main Street, Suite E202
Edwards, CO 81632

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

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

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

26. The effective date of this Agreement shall be the date that the Town Council ordinance approving this Agreement becomes effective as provided in the Breckenridge Town Charter.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

_____ Town Clerk

By: _____
Timothy J. Gagen, Manager

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 _____ as _____ Town
Clerk of the Town of Breckenridge.

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

Notary Public

THE VILLAGE AT BRECKENRIDGE
ACQUISITION CORP., INC. a Tennessee
corporation authorized to do business in Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2014
by _____ as _____ of THE VILLAGE AT BRECKENRIDGE
ACQUISITION CORP., INC., a Tennessee corporation authorized to do business in Colorado.

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

Notary Public

HOTEL BRECK, LLC, a Delaware limited liability company authorized to do business in Colorado

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2014 by _____ as a Manager of Hotel Breck, LLC, a Delaware limited liability company authorized to do business in Colorado.

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

Notary Public

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 23 (Brown Hotel Landmarking Ordinance)
DATE: June 16, 2014 (for June 24th meeting)

The second reading of the Brown Hotel Landmarking Ordinance is scheduled for your meeting on June 24th. There are no changes proposed to ordinance from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – JUNE 24***

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

4
5 COUNCIL BILL NO. 23

6
7 Series 2014

8
9 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
10 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
11 (Lot 6, Abbett Addition)

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

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

18
19 A. Michael R. Cavanaugh owns the hereinafter described real property. Such
20 real property is located within the corporate limits of the Town of Breckenridge, County
21 of Summit and State of Colorado.

22
23 B. Michael R. Cavanaugh filed an application with the Town pursuant to
24 Chapter 11 of Title 9 of the Breckenridge Town Code seeking to have the Town
25 designate the hereinafter described real property as a landmark (“**Application**”).

26
27 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
28 the Breckenridge Town Code in connection with the processing of the Application.

29
30 D. The improvements located on hereinafter described real property are more
31 than fifty (50) years old.

32
33 E. The hereinafter described real property meets the “architectural” designation
34 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
35 Code because the property:

- 36
37 (i) exemplifies specific elements of architectural style or period;
38 (ii) is of a style particularly associated with the Breckenridge area;
39 (iii) represents a built environment of a group of people in an era of history;
40 and
41 (iv) is a significant historic remodel.

42
43 F. The hereinafter described real property meets the “social” designation criteria
44 for a landmark as set forth in Section 9-11-4(A)(1)(b) of the Breckenridge Town Code
45 because the property is associated with a notable person or the work of a notable person.

1
2 G. The hereinafter described real property meets the “physical integrity” criteria
3 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
4 because:

- 5
6 (i) the property shows character, interest or value as part of the development,
7 heritage or cultural characteristics of the community, region, state or
8 nation; and
9 (ii) the property retains original design features, materials or character.

10
11 H. In accordance with the requirements of Section 9-11-3(B)(3) of the
12 Breckenridge Town Code, on June 18, 2012 the Application was reviewed by the
13 Breckenridge Planning Commission. On such date the Planning Commission
14 recommended to the Town Council that the Application be granted.

15
16 I. The Application meets the applicable requirements of Chapter 11 of Title 9 of
17 the Breckenridge Town Code, and should be granted without conditions.

18
19 J. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
20 approval of an application for landmark designation under Chapter 11 of Title 9 of the
21 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

22
23 Section 2. Designation of Property as Landmark. The following described real
24 property:

25
26 Lot 6, Abbett Addition to the Town of Breckenridge; commonly known and
27 described as 208 North Ridge Street, Breckenridge, Colorado 80424
28
29 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
30 Code.

31
32 Section 3. Police Power Finding. The Town Council finds, determines and declares that
33 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
34 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
35 the inhabitants thereof.

36
37 Section 4. Town Authority. The Town Council finds, determines and declares that it has
38 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
39 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
40 Charter.

41
42 Section 5. Effective Date. This ordinance shall be published and become effective as
43 provided by Section 5.9 of the Breckenridge Town Charter.

44
45 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
46 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
2 ____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

4
5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
7

8
9
10 By _____
11 John G. Warner, Mayor
12

13 ATTEST:
14
15
16

17 _____
18 Helen Cospolich
19 Town Clerk
20

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: June 18, 2014

Re: Planning Commission Decisions of the June 17, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF June 17, 2014:

CLASS C APPLICATIONS:

1) Alvarez Residence Remodel and Addition (SG) PC#2014044, 130 North Pine Street
Remodel of and addition to existing single family residence to create a total of 4 bedrooms, 4 bathrooms, 4,257sq. ft. of density and 5,092 sq. ft. of mass for a F.A.R. of 1:4.44. Approved.

2) Spencer Court Spec (MGT) PC#2014045, 7 Spencer Court
Construct a new, single family residence with 4 bedrooms, 5 bathrooms, 4,280 sq. ft. of density and 5,235 sq. ft. of mass for a F.A.R. of 1:11.31. Approved.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

None.

TOWN PROJECT HEARINGS:

None.

OTHER:

None.

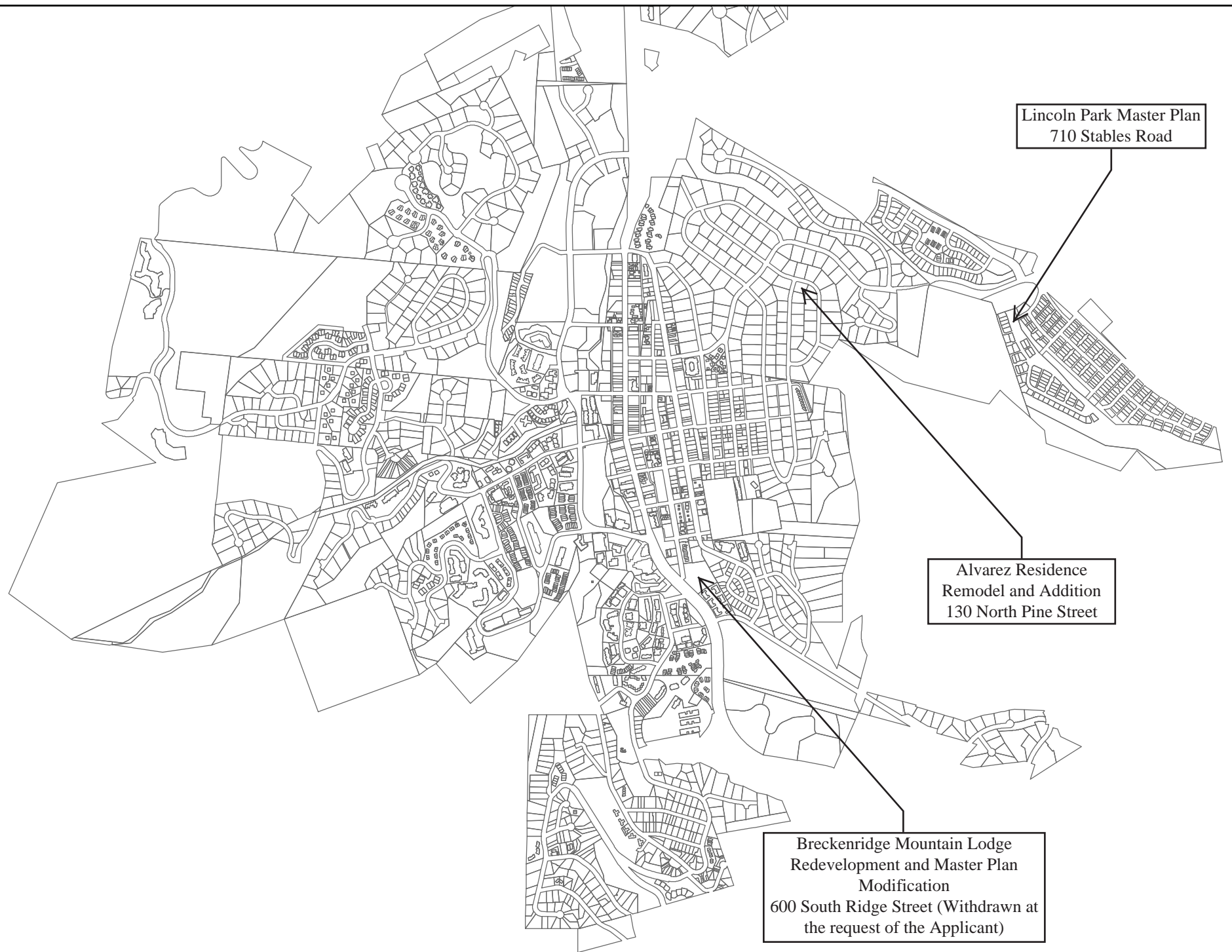


Spencer Court Spec
7 Spencer Court



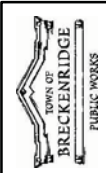
Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.

Breckenridge North



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 7:00 pm

ROLL CALL

Jim Lamb Eric Mamula Kate Christopher
Gretchen Dudney Dan Schroder Dave Pringle arrived at 7:14pm
Ben Brewer, Town Council liaison
Ron Schuman was absent.

APPROVAL OF AGENDA

Mr. Mosher announced that the Breckenridge Mountain Lodge Redevelopment and the Breckenridge Mountain Lodge Master Plan Modification had both been withdrawn from the Agenda at the request of the Applicant. The two applications are now scheduled to be heard as Preliminary Hearings at the July 1, 2014, Planning Commission meeting.

With no other changes, the June 17, 2014, Planning Commission Agenda was approved as presented.

APPROVAL OF MINUTES

With no changes, the June 3, 2014, Planning Commission Minutes were approved as presented.

CONSENT CALENDAR:

1) Alvarez Residence Remodel and Addition (SG) PC#2014044, 130 North Pine Street

Mr. Mamula: I'm curious about the driveway size, it seems huge. (Mr. Greenburg: The reason for the driveway set up was to save the mature trees, and because their address is Pine St, they have to come in from a certain direction. This is an existing developed site and they are actually reducing the driveway size from what it currently is.)

2) Spencer Court Spec (MGT) PC#2014045, 7 Spencer Court

Mr. Mamula: Did the neighborhood preservation policy help? (Ms. Darcy Hughes, Architect: I did not limit the size of the house because of the Neighborhood Preservation Policy, it just worked out that the house I designed fit below the maximums of the policy. It is a big lot (1.15 acres, 50,299 square feet). It does not have an envelope so that is why it falls to the consent calendar.) My question is that these are the first two since the policy has been in place, does it seem to be a legitimate size for the neighborhood? Does the policy work?

Mr. Lamb: We are trying to prevent scrape offs and 10,000 square foot houses. (Mr. Greenburg: We did have another one back in March where they did have to reduce the size of the home because of the policy.) (Ms. Puester: This is an increase from the previous home in this place which we expect to see but it's not overpowering. We will keep an eye on it.)

Mr. Mamula: Does it seem to fit with the rest of the street? (Mr. Mosher: There are other new houses in the neighborhood so that this does fit.)

Ms. Dudney: Spencer Court didn't have an envelope, is that why it is coming to us? (Mr. Thompson: Yes, there is not envelope and that is why it is coming on the consent calendar.) (Ms. Puester: Odd for the Highlands typically not to have an envelope but the earliest filings did not have them.)

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

TOWN COUNCIL REPORT:

Mr. Brewer:

Condo Hotel Discussion: The Council was looking for more concrete direction as a body although they appreciated each Commissioner's comments. The Council is as diverse in opinions as you are. There seemed to be a consensus that was emerging from your group and Council would like to continue to have you find

consensus on this. Council is not interested in spending a lot more time on this topic, perhaps this should be set aside for a while.

Mr. Lamb: Maybe consensus was that we should just assign it a density and get rid of the whole concept of Condo Hotels.

Mr. Mamula: I would like to give it another try to work on this and be done with it. (Ms. Puester: Staff would like to bring something before the Commission in July based on your last discussion.)

Other Council Topics

- Discussed the Triumph Development Agreement (Breckenridge Mountain Lodge). The vote was 4 to 2 to approve in the absence of Mayor Warner, to approve the first reading. This was the most substantive.
- We did approve a lot of landmarks.
- Second reading of the BOEC project.
- Skateboard Park was approved.
- Ron Schuman was appointed unanimously as a new Planning Commissioner. Ron served from 2002-2006; he could not attend tonight. He was the only person to apply. We would like more than one applicant for a position like this but Ron is a good choice.

Mr. Mamula: I was shocked that after so many people wanted to serve on Council yet no one wanted to serve on the Planning Commission.

Ms. Dudney: Why are they tearing apart Highway 9 again?

Mr. Lamb: It wasn't done right many years ago and they are fixing it.

PRELIMINARY HEARINGS:

1) Lincoln Park (Wellington Neighborhood Phase II) Master Plan (MM) PC#2014038, 710 Stables Road
Mr. Mosher presented a proposal to amend the approved Wellington Neighborhood Phase II Master Plan (PC#2006082) modifying the site circulation, lot layouts, trails, bus stop locations, and unit types. This portion of the neighborhood is to be called "Lincoln Park". There is no change in the approved density or uses.

Mr. Mosher explained to the Commission and public that all required noticing for the application had been performed per Town Code and the applicant had stated that he had provided all the property owners names and addresses within 300-feet from the property line of the proposed development.

The Town Council approved the original Wellington Neighborhood Master Plan, PC#1999139, on July 8, 1999. During Planning Commission review of the Master Plan and the resulting subdivisions, concerns were raised regarding road and alley widths, snow removal, lack of extra vehicle parking (for roommates, recreational vehicles, etc.), building setbacks and overall lot sizes.

After the success of the first phase, the Applicant requested (and obtained approval for) another 160 units of density for a second phase, bringing the total build-out of the neighborhood to 282 units. At the time the creation of Land Use District 16 provided all but four units of market density that preexisted on the 80 acres. The deed-restricted density was created per the Joint Upper Blue Master Plan. All units are in the form of single-family and duplex homes. There are no commercial uses.

In July of 2005, the Applicant submitted the second Master Plan for what was called at that time "The South 40" with another handbook describing the goals. In Section 1., Introduction, the Applicant outlined the goals:

- *Completing the process of giving life back to land which has been significantly disturbed by previous destructive mining activities (most of the South 40 consists of disturbed dredge tailings)*
- *Completing the French Creek restoration bounded by pedestrian friendly roads that provide year-round pedestrian access*
- *Completing the trail system which will connect the Town to the B&B lands and Gold Run Gulch*

- *Continuing to respect the physical design patterns of a traditional neighborhood, including pedestrian friendly streets and functional alleys*
- *Preserving the existing balance between homes facing on greens and streets*
- *Adding new home models with stylistic variations on existing historic designs*
- *Introducing new building types to meet counsel requested affordability goals*

Some of the past modifications to the original Master Plan have included:

- The minimum lot size for a single-family home increased from 3,000 square feet to 3,500 square feet.
- A reduction in combined side-yard setbacks from 12-feet to 10-feet for garage setbacks and duplex setbacks.
- A redefinition of Large Lot (Market Rate) properties and Small Lots (Deed Restricted) properties.
- Building height measurement (to 35-feet overall for both single family and duplex).
- Introduction of “Creek Pocket Park” now “Central Park”.
- A reduction in allowed density for large and small lots.
- Dedication of a site for Child Care uses.
- Identify sheds as having the same setbacks as garages.

At the time of this writing, all but the last 78 units have been constructed or are under construction on the north side of French Creek. This final phase and planned final build-out (south side of French Creek) will complete the overall neighborhood for the developer.

Completion of Public Improvements per the Master Plan:

- Installation of Bridge Street from Wellington Road through the development, across French Creek connecting the existing Bridge Street right of way. Planned for first phase of the subdivision.
- Improvements (stabilization, restoration, rehabilitation) along French Creek. Planned as the development is built.
- Per the Amendment to Annexation Amendment 5.3 French Creek Easement: “Owner shall grant an easement to the Town over those portions of French Creek as are located within the Phase II Property to provide the town with a drainage easement for French Creek, which easement shall allow for, among other things, the Town to obtain access and have the ability to improve water quality and riparian habitat and shall be in a form and contain such terms and conditions as are mutually acceptable to the Town Attorney and Owner's attorney. In addition, Owner shall clock rate with the Town in obtaining a similar easement over those portions of French Creek has had been previously platted as private open space under the control of Wellington Neighborhood Association, if the Town request such easement from said Association.”
- Creation of a “River Path”. Planned as the development is built.
- The Bridge Street Bus Stop on the north side of French Creek. When Bridge Street is connected to Wellington. Additional Bus Stops. Planned as the development is built.

Overall, the Wellington Neighborhood has been a success. The Applicant’s vision has been realized and the overall development is sustainable. As the overall development comes to a close with this last phase, Staff would like to see the “Overall Vision” realized and be adapted to the changes it has seen over the last 15 years.

Staff had the following questions for the Commission:

1. Setbacks
 - a. Did the Commission support increasing the minimum setback for garages from 1 foot to 4 feet?
 - b. Did the Commission support allowing the minimum setback for garages abutting a right of way to be placed as close as 1-foot *with Town approval*?

- c. Did the Commission support increasing the combined side yard setback from 10 feet to 12 feet?
2. Did the Commission believe an additional footbridge at “Green 4B” accessing Central Park should be provided?
3. Did the Commission believe an additional bus stop at “Green 4B” to increase the *connectivity* should be included?
4. Staff would like the Commissioner’s thoughts regarding asking for a Master Plan note requiring an additional parking space for homes that construct an improved Bonus Room (with a bath and wet bar).
5. Any comments on the remaining improvements that remain to be completed and input on timing?

Staff welcomed any additional comments. The Planning Department recommended this application return for a final review pending the applicant’s ability to incorporate any suggested changes by the Planning Commission.

Commissioner Questions / Comments:

Ms. Dudney: I need to see a plan of a typical house and garage to understand the setback issue, do you have one? (Mr. Mosher: I don’t have that now, but can have that next meeting.) I want to understand the side yards in conjunction with the front and back yards. (Mr. Mosher demonstrated how when side yards on the lots get narrower there are negative impacts; that the 10 foot combined side setbacks should be increased to 12 feet. The goal is to make the lot wider, it won’t constrain the number of lots, and there is space to move within reason.) Please demonstrate how the garage ties in. (Mr. Mosher: Conceptually the house is larger than the garage, this won’t reduce the lot width, as these are all rectangular lots. Along the ROWs, Mr. Mosher pointed out the garages abutting the right of way on the internal streets to calm the traffic on the conceptual master plan drawing of Lincoln Park.) Do families use the space between the garages as a back yard? (Mr. Mosher: They primarily use it as parking, and there is ample space to work with this if the setback from the right of way. Ideally we would like every lot to be able to accommodate 3 cars.)

Applicant Presentation: Mr. David O’Neil from Poplar Wellington:
We’ve been at this a long time. It has been quite interesting. We’ve done a lot of amendments we are very passionate about this and we are very deliberate about it too. I think it has paid off over the years. There is always a tension between architects and public works when you are trying to work on a pedestrian/vehicular plan. Now the tension is regarding one-lane bridges, residential parking along Stable Road, and putting in Bridge Street in Phase 1. It would be nice to get your feedback on these items tonight. The 2006 Wellington Neighborhood Master Plan has been approved, but as we go along, we learn, so we think this submittal is an improvement over the 2006 master plan. I would like to jump right to Staff’s questions in the report and give our opinions. Tom Lyon is the real visionary on this on this project. Ms. Courtney Kennedy has been on board for a decade and has sold many homes at Wellington and they will both give you perspective. Mr. Tom Lyon, from Boulder, has worked on neighborhood for a long time. We keep learning and trying to improve. I will go over the items and I agree with almost everything Mr. Mosher said.

Mr. Lyon showed a quick sketch to address Ms. Dudneys’ questions about how a house and garage sits on the lot and the third parking space option.

Mr. Lyon: Regarding setbacks, it makes sense to have the garage a little closer at the end of a Town right of way, but I have no problem with Town Staff having ultimate approval. I also agree with the idea of 12 feet for the combined side yard setbacks.

For question #2, regarding the footbridge, we’ve always envisioned an informal stepping stone crossing for the creek; Ms. Kennedy tells me that there is one there now. There really isn’t year round use of these stones, it makes sense to have this versus an elaborate pedestrian bridge that would be visually significant and to

avoid damaging the wetlands, particularly with the roads bridging.

On question 3, about the bus stop, you see the large circles on the plans that represent a 800' radius off each of the existing and proposed bus stops; one at the intersection of Midnight Sun and Bridge Street and the other two shown on the sketch. This represents the walking distance to a bus stop. Most of the homes are in much closer range of the bus stops. I think putting another one on Bridge Street near the proposed foot bridge seems too close and unnecessary.

Question #4, the extra parking space for bonus rooms, I agree that this is a good idea. Ms. Kennedy, only if they put a bonus room on with water and sewer. If they just put the bonus space on without the water sewer the additional parking space shouldn't have to be in place.

Mr. O'Neil: In terms of the future improvements, Bridge Street just didn't happen, it was thoughtfully envisioned, I would like it to have a one lane bridge not 50' wide concrete and asphalt bridge. Besides, the traffic report says there is no need for two-lane bridge. I feel strongly about this one-lane bridge that could become iconic years from now. Also, we had proposed some parking off of Stables Road to serve some homes, but I think if this was made available that both the stable guests and the homes would benefit. (Ms. Dudney: What was the push back on the parking from Public Works?) It isn't necessarily on the Wellington property, we don't own this crescent part, it is owned by the Town. We wanted the parking because it allowed guest parking for these homes that don't have the green space parking that the other sections of the neighborhood have. Originally, we didn't have the Master Plan drawings use Stable Road, but then, with staff suggestion, it made sense. Inside the packet there is a phasing plan, we have always done this by building incrementally 12-15 units at a time. Public Works is lobbying that we complete all of Bridge Street in the first phase; the problem with this is that it doesn't work well with our deep public utilities not being used over five years of build out and costs a lot up front with this project. We would love to get Planning Commission opinions on phasing and Bridge Street. (Mr. Mosher: To the Commission: These 3 items, the one lane bridge, the parking off the stables and the completion of Bridge Street, should not be discussed at this evening's meeting, as they are part of subdivision. As mentioned in the report, these will be studied and reviewed with the Subdivision and future Master Plan meetings. We would like to have a chance to discuss this first with the associated departments before we ask for Commissioner input.)

Commissioner Questions / Comments:

Ms. Dudney: When would you prefer to finish Bridge Street? (Mr. O'Neil: At the 5th phase years away.) Then all the homes would use the same exit until then? (Mr. O'Neil: Yes.)

Mr. Mamula: What is the necessity for the connection at Midnight Sun? This makes zero sense to me. (Mr. O'Neil: We won't argue about this either.) If it is bus service is driving this layout, then there is something wrong. (Mr. O'Neil: There is a beautiful bridge there now that could be enhanced for pedestrian only, so we agree.) (Mr. Mosher: Part of this design came from the previous submittals from the applicant, there were originally numerous connections; the vision was to give opportunity for someone to visit their friend in Phase 1.) (Mr. O'Neil: Traffic study does not require any additional connections.)

Ms. Christopher: I question the safety about stepping stone versus the pedestrian bridge. I'm concerned about the typical June high river runoff and public safety. (Mr. Lyon: The stones would only present themselves when the water is low.) So in the summertime when the water is high, the bridge is not there? (Yes.)

Mr. Pringle: I'm afraid that the organic stepping bridge could be dangerous and that the ability for people to get the park is important. It really needs to be an official way for pedestrians to get there. My other question is regarding the future child care center, is there any discussion about this now? (Mr. Mosher: It is on the plans as it is part of the Annexation Agreement and must be shown on the plan as a future space. The density would not come from the developer, but from the Town.) (Mr. O'Neil: It was our idea originally to have this space developed at the west end of the property but then Little Red came along and the need is no longer there. It should really be open space.)

Ms. Dudney: How would you access the Central Park on Phase 1 without the pedestrian bridge? (Mr. Lyon: You would cross at Bridge Street and down the alleys or west at the Midnight Sun crossing. If there was another way to do a low-profile concrete bridge that would be preferable.)

Mr. Lamb opened the hearing to public comment.

Ms. Mary Gervais, 67 Rodeo Drive: I know there has been outside discussion and concern about the notices about this meeting. We received two notices and we feel adequately notified.

Mr. Dean Benedict, 62 Midnight Sun: I want to echo Mr. Mamula's thoughts about making Midnight Sun a through street. There is already enough traffic on Midnight Sun as it is. We were sold our home on the creek crossing being a pedestrian bridge. We were not notified in the Town's mailings, but we found out through other means. We were in one of the first phases and we do feel squeezed with the neighbors with the setbacks. As for the pedestrian bridge with the stones, I feel it is not safe, especially with the high water. If a dog or kid tries to cross they will be gone. I would like to see a normal bridge.

Ms. Samantha Kosanivich, 12 Madeline Green: I would like you to do a site visit. In the first and second phase we have a Central Park of our own, the questions about the footbridge and safety, there are already questions of safety. Neighbors need some of this info now; a lot of people on Midnight Sun received no notice. It would be nice if the whole neighborhood got notifications. (Ms. Dudney: what do you think about the child care site?) Hearing about the child care area is the first I've heard of that. I think the stepping stones need to be looked at very closely, this year with the high water, it seemed dangerous. (Ms. Dudney: What do you think about the Midnight Sun connection?) I don't see the purpose of another road connection to Midnight Sun, pedestrian bridge maybe. I do understand the setback questions. (Ms. Dudney: What about the bus stops?) I use the bus now; I think it is a good thing. Our route was cut; but, we didn't see a lot ridership after this happened. I think the bus is a good thing. (Mr. Lamb: It sounds like the developer will give notice to the entire neighborhood. The Planning Commission is limited to only giving notice to 300'.)

Ms. Puester: We probably should not be asking questions directly. (Ms. Dudney: I find it really helpful.) I understand what you are saying; let's restate the questions that Staff has asked the Commission for the audience benefit so they can address any they would like to. Good input for those who live there to comment on specifically if they want to but not limit comments to that, we want to hear any comments or concerns on anything. (Ms. Puester restated the questions from the staff report.)

Mr. Bob Christie, 9 Midnight Sun: My concern is having more traffic in our neighborhood with the vehicle bridge on Midnight Sun. I did not receive notice about this project.

Mr. Dean Benedict, 62 Midnight Sun: How hard is it to create the bonus room later? (Ms. Kennedy: It is very difficult; it would take tearing down the garage.) (Mr. Mosher: If someone is doing this, the Staff would weigh in.)

Ms. Mary Gervais, 67 Rodeo Drive: I think it is important with the Bonus Room that the extra parking be required. We see a lot of use with the renter and problems with not enough parking. A lot of tenants are using the guest parking. This will help alleviate crowding. We have a neighborhood of people who walk, it is a great neighborhood to walk and people get in their walking habits. So, a summer pathway should also be useful in the winter. I didn't let my dogs off leash this summer during the run off.

Mr. Bob Christie, 9 Midnight Sun: I agree 100% that any Bonus Room should have an extra parking space. Also, I would encourage as many bus stops as possible. This is the way to go. Maybe we want to shorten the overall loop time to reduce the time to get to the ski area.

Ms. Alicia Herberts, 7 Huckleberry Lane: I'm concerned about the traffic coming through. I thought the existing foot bridge from Midnight Sun is the perfect place for a footbridge not a traffic bridge. There are a lot of people with kids and strollers. Keeping Bridge Street as the traffic bridge makes perfect sense. I'm concerned about the traffic.

There was no further public comment, and the hearing was closed.

Commissioner Questions / Comments (Continued):

Mr. Mamula: I don't have a problem with any of the bullet point items except with the bus situation. The transit department not being here is problematic. To not have them intimately involved with this bus stop discussion it almost pointless. I would like to know exactly what their plan is for these neighborhoods. They base every stop on their route on timing. I think this needs a different imagining. This is really a new neighborhood that you are trying to connect (Wellington and Lincoln Park). I don't think Lincoln Park is really Wellington. I don't think the Midnight Sun connection is useful to anybody. I would suggest that we make the Bridge Street crossing bus and pedestrian only, which satisfies the emergency connection, let Midnight Sun be a pedestrian only. I think this is a better transit situation than putting a ton of cars on a street that has a ton of kids. As these kids get older and start driving, I think there will be some additional unintended impacts. I would like to see the developer re-imagine instead of tying them together.

Ms. Christopher: I agree with all the setback items. I'm not in favor of the stepping stones or low profile concrete bridge in French Creek, a real life pedestrian bridge should be there if this is needed. Bus connectivity, additional stops are good but that is a transit question. There is an absolute necessity for extra parking space for a bonus room. I am very concerned with additional traffic with Midnight Sun.

Mr. Schroder: It is mentioned that this is new HOA with Lincoln Park. I see this completely differently than Mr. Mamula; this has always been one development. I want to see the walkability. I want to see the two routes for connectivity and I want to see official pedestrian bridges for walkability. Separate HOAs seems funny to me. As the neighborhood grows up, cars will continue to be an issue. People need to know what they are getting into, I think an additional parking pad should be required everywhere; we are going to see traffic we already do, because there are more homes and more people. The bridge was always envisioned so there was always supposed to be bridge there. I do agree with the 1 foot setback with Town approval. I agree with expansion of the side yard setbacks, snow removal is a challenge. Additional bus stops are out of our hands, but I encourage more bus stops, more options for more people going downhill. I do agree with the phases of the project and the phases of the connectivity. We shouldn't do things ahead of time, do it right once the first time.

Mr. Pringle: I agree with all the questions that Staff has put forth on the setbacks. I think we should think twice about the 1 foot setback off the right of way; it could come into the Staff or the Commission. I would agree that the area needs more room for snow storage. Footbridges and bus stops; I don't know if the Midnight Sun makes a good vehicular connection, it introduces more traffic. I think we can integrate with pedestrian connections which will be good. I think the bus crossing idea on Bridge Street is a good suggestion and I agree with Mr. Mamula. We should have transit weigh in on this. Any time you can have a bonus room over a garage, you should have a parking space to go with it. This is a good idea to do on the front end. Comments regarding improvements that remain to be completed we will wait for those to come in. I asked the question about a future site for child care, this looks like an afterthought. I'm wondering if we took this child care went to Dead Elk pond and move the development to the proposed child care site. That might help with the parking area. Could be something nice on Bridge Street. Where the child care center is now, it will never get built.

I'm curious why there are no stable people here tonight because there could be some potential conflicts between the stables and the potential homeowners. The stables were moved from where the ice rink is and they were told that this is now their spot.

Ms. Dudney: I agree with Staff on all 3 bullets for question 1 and I agree with additional parking space on question 4. I believe in connectivity, which applies to the pedestrian bridge and the other bridges. I don't like the idea of the stone pedestrian bridge, but come back with something else. Bus stops, I need to hear more, there is a tradeoff between how wide the road has to be, how long the trip is, I don't know how far the furthest house is, so I need more information. I don't know what the final question is. I will look forward to hearing more about the Midnight Sun bridge.

Mr. Pringle: I want them to build a more pedestrian formal bridge, if the stepping stones are organic and working that is fine because it introduces risk, but I still want to see formal pedestrian bridge.

Mr. Lamb: I agree that we aren't transit people, I would like to do a site visit and include the transit people. I agree with all the setbacks. I think the two neighborhoods should be connected but not vehicularly connected. I'm worried about the unintended consequences of making Midnight Sun bridge a vehicular road. As far as the road for the whole project first, I would support the idea of building the road and utilities as the phases are built.

OTHER MATTERS:

Ms. Puester: The Breckenridge Mountain Lodge will be on the July 1 agenda as it was withdrawn by the applicant on tonight's agenda.

Other Updates: Ms. Laurie Best has scheduled a house tour in Boulder on July 18, if you are interested in attending please e-mail Ms. Best back by Friday.

On July 23 all the Planning Commissioners and a guest are invited to a thank you event and concert for boards and commissions. Please RSVP to Ms. Nikki LaRochelle.

ADJOURNMENT:

The meeting was adjourned at 9:05 pm.

Jim Lamb, Chair



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.

JUNE 2014

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

Friday, July 18; 8-9am; TBA Coffee Talk

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

Friday, August 15; 8-9am; TBA Coffee Talk

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

SEPTEMBER 2014

Tuesday, September 9, 2014; 3:00/7:30 pm First Meeting of the Month

Friday, September 12; 8-9am; TBA Coffee Talk

Tuesday, September 23, 2014; 3:00/7:30 pm Second Meeting of the Month

OTHER MEETINGS

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

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

Town of Breckenridge Executive Summary

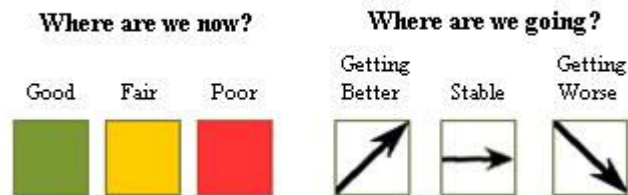
Economic Indicators

(Published June 18, 2014)

Indicator Monitoring System

Up and down arrow symbols are used to show whether the indicator appears to be getting better, appears stable, or is getting worse. We have also designated the color green, yellow or red to display if the indicator is currently good, fair or poor. Please note months of data will vary with indicator, based on the most recent information available.

KEY



Unemployment: Local (April 2014)

Summit County's unemployment rate decreased to 4.0% in April. This rate is lower than the April 2013 rate of 5.3% and the April 2012 rate of 6.6%. Summit's April rate is lower than that of Pitkin County (4.5 %) and Eagle County (4.6 %). (Source: BLS)



Unemployment: State (April 2014)

The Colorado State unemployment rate decreased slightly to 6.0 % in April. This April rate is lower than the April 2013 rate of 6.9 %.

(Source: State of Colorado)



Unemployment: National (April 2014)

National unemployment rate decreased to 6.3 % in April. Since 2011, we have seen the national rate continue a general incremental downward trend over time. April 2014 has seen a notable drop from last April's rate of 7.5% and the April 2012 rate of 8.1%.

(Source: BLS)



Destination Lodging Reservations Activity (May 2014)

Occupancy rates decreased 18.0 % for the month of May compared to May 2013 with a decrease of 4.0 % in the Average Daily Rate (ADR) for the month. Other resort areas saw occupancy rates increase at an average increase of 8.0 %.

(Source: DestiMetrics)



6 Month Projected YTD Occupancy (June-November 2014)

Future bookings for the upcoming June-November 2014 period show an increase of 6.3 % in projected occupancy rate over the corresponding period last year. The Average Daily Rate for the same time period is up 6.6 %. (Source: DestiMetrics)



Traffic Counts and Sales Trend (April 2014)

The April average daily traffic count in town on Highway 9 at Tiger Road was 17,203 total vehicles, as compared to 15,304 vehicles in April 2013. (Source: CDOT)



Traffic Count at Eisenhower Tunnel and Highway 9 (April 2014)

During the month of April, the traffic count at the Eisenhower tunnel (westbound) totaled 396,701 vehicles compared to April 2013 traffic counts (350,444 vehicles), representing a 13 % increase. The tunnel and Hwy 9 counts indicate Breckenridge is maintaining its relative capture rate of I-70 traffic.

(Source: CDOT)



Consumer Confidence Index-CCI (May 2014)

The Consumer Confidence Index (CCI) increased moderately in May to 83.0, an increase of 1.6 percentage points from April. The CCI has maintained a generally positive upward trend since spring of 2013. (Source: CCB)



Mountain Communities Sales Tax Comparisons (April 2014)

The amount of taxable sales in Town for April 2014 was up 27.2% from April 2013 levels. All mountain towns monitored (with one exception) experienced an increase in sales as compared to April 2013. Other mountain towns saw sales changes that ranged from -13.2 % to 21.75 % increases for the month, as compared to April 2013, with an average increase of 10.5 %. (Source: Steamboat Springs Finance Dept.)



Standard & Poor's 500 Index (April 2014)

The S&P 500 average monthly adjusted closing price reached a record high in April (1883). Overall, there has been an upward trend in the index that started over three years ago. (Source: S&P 500 and Town Finance)



Town of Breckenridge RETT Collection (April 2014)

April 2014 RETT collection (\$343,886) was 9.5 % lower than April 2013 (\$380,278) collections and above April 2012 collections (\$174,514). (Source: Town Finance)



Real Estate Sales for Summit County/Breckenridge (April 2014)

April Summit County real estate sales decreased by seven percent in \$ volume and 13 percent in the number of transactions compared to April 2013. Of that, Breckenridge took in 52% of the \$ volume and 44% of the transactions countywide for the month. (Source: Land Title)



Foreclosure Stressed Properties (April 2014)

Nine properties in Breckenridge (excluding timeshares) were in the foreclosure process in April, which accounts for 29% of the total foreclosures in the County. (19 timeshare units were in the foreclosure process as of April.) (Source: Land Title)

