



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, July 08, 2014; 7:30 PM

Town Hall Auditorium

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	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. LAWRENCE)	
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	D. BRECKENRIDGE HERITAGE ALLIANCE (MS. GIGLIELLO)	
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*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 Warner called to order the meeting of June 24, 2014 at 7:35pm.

APPROVAL OF MINUTES - JUNE 10, 2014

Mr. Brewer asked for a correction to be made in the minutes to add the specific points he made for and against the development agreement ordinance on first reading. He noted he had five points in support of the ordinance and seven points opposing it. Mayor Warner declared that the minutes would be approved as corrected.

APPROVAL OF AGENDA

Mr. Gagen stated the only change to the agenda would be to add an Executive Session at the end of the meeting to finish what wasn't covered in the earlier Executive Session.

COMMUNICATIONS TO COUNCIL

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

Mr. Charlie Williams, Owner of Alpenglow Botanicals, stated he wrote to the Council expressing his views about allowing Marijuana on Main Street, but also realizes there's a new Council and he may need to explain his perspective again. He further stated the past conversations have been about preserving the Breckenridge brand, and determining if marijuana problematic on Main Street. Mr. Williams then asked Council to consider having more than one outfit operating in central core if they are to allow marijuana on Main Street, and to let all marijuana businesses play on a level playing field. Mr. Williams stated these businesses are improving the guest experience, and want you to consider that competition is a good thing.

Mayor Warner stated the Chief of Police, GoBreck, and others are involved in this conversation.

B. Breckenridge Ski Resort Update

Ms. Pat Campbell, COO of Breckenridge Ski Resort, stated the resort is now fully operational for summer, including mountain biking on Peak 7 and new zip lines. She further stated the Colorado Chair project is moving forward using existing tower foundations, and with the hope to finish the project by fall season. Other projects include the update of the Peak 9 Restaurant and replacing the snowmaking pipeline on Sundown. Ms. Campbell stated Phil Metz will be replacing Kieran Cane. Also, she stated Colorado Ski Country reported visits for the state were up this season at 12.6 million and the ski industry is strong in Colorado.

Mayor Warner asked if Peak 9 road was open for access to the Fourth of July Bowl. Ms. Campbell stated she would look into that.

CONTINUED BUSINESS

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

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 Warner read the title into the minutes. Mr. Berry stated this ordinance would approve and authorize the town to sign a development agreement with Triumph Development for Hotel Breck. He further stated Council should note one proposed change

to the text of the development agreement from the first reading, which modifies the text related to the parking requirement of this agreement. Mayor Warner opened the public hearing.

Michael O'Connor, of Triumph Development, offered his thanks to the Council and staff for their work on this project. He spoke about the rationale behind the project as a Residence Inn by Marriott. Mr. O'Connor stated extended stay hotels are built around a stay of 3.5 nights, give guests a little more space, and offer a couch and a door between the sitting area and the bedroom. He further stated the small kitchenette is not meant for cooking meals, and extended stay models don't have on-site restaurants. He also stated the model has 100% "hot beds", not condos or time shares, and while it's a Residence Inn, it's not prototypical. He stated this development will have a higher level of finish on the interior than the standard, and added there is a potential economic benefit of \$4 million dollars of off-site spending generated from those room nights. Mr. O'Connor also stated hotels are hard in a seasonal market, this is a unique opportunity, and the existing property has been closed since 2011. He also stated transfer of density is being sought for that location, and a modified parking arrangement will include a hotel shuttle, bus service and recommendations for DIA shuttles. He also stated he will be doing a parking study to provide justification for the parking plan, and he is asking Council to review the project as a hotel because a Condo-Hotel by definition is owned by a group of individuals, and this is a different operating model.

Mayor Warner asked about purchasing TDRs, and Mr. O'Connor stated they are looking at purchasing 20 TDRs, which is about \$1,000,000 to open space for both the Town and the County.

Alex Iskanderian, of Vail Resorts Development Company, came to the podium to answer other questions about the property. Mr. Brewer asked if this property development would change VR's decision to develop a hotel on Peak 8. Mr. Iskanderian stated it's not an influencing factor. Ms. Gigliello asked about the current tenants in the sports store at that location, and Mr. O'Connor stated there is intent to include them in the process and the plans.

Ms. Lynn Kroll, of 113 Powder Ridge Drive, read her comments into record. She stated this is a big development and big dollars, hopes local opinions matter. She spoke about density restrictions, and height recommendations as part of the master plan for the area, emphasizing that the size is large and doesn't fit with neighboring 2-story developments. Ms. Kroll also stated profits can be made with a smaller-scale hotel and will help solve some of the other problems with this project, and asked about the remedy clause in Section 11 of the agreement. Ms. Kroll also stated she wants to make sure the agreement doesn't have loopholes.

Mayor Warner stated the process will go to the planning commission next and then come to Council again. He thanked Ms. Kroll for her comments and stated Council will look at several of her points in the coming weeks.

Ms. Wolfe asked about the original density transfer from the site and Mr. Iskanderian stated there were three sites in that location, and East West Properties transferred that density off the BML site to the Main Street Junction site. Ms. Wolfe then asked if the density coming onto the BML site will be less than the original density (on all three sites combined). And Mr. Gagen clarified that in the context of the area, there are

other 3-story buildings.

Ms. Lawrence asked Ms. Kroll about what she would prefer to see on that site and Ms. Kroll stated residential buildings.

Mr. Brewer asked about a breach of agreement, and Mr. Gagen stated the Planning Commission will decide on what is allowed, while the development agreement lays the first layer of what is allowed. Mr. Brewer then asked about franchise, and Mr. Gagen stated it's a 30-year franchise with Marriott and you can't predict what happens in the long term. Mr. Brewer asked Mr. O'Connor if he would be willing to maintain the trail on the property line and he stated yes, assuming they can come up with cooperation among property owners because the trail crosses property lines. Mr. Grosshuesch stated he thinks that trail is in an easement, and Mayor Warner asked if that should be included in the agreement, and Mr. Grosshuesch stated he thought so.

Mr. Dick Richardson, of 101 Powder Ridge Drive and HOA president for that subdivision, stated the Trail issue is the biggest concern with the homeowners, as starts across from the railroad park, and there is a common tract between homes until it reaches Main Street. He further stated the BML drive goes to corner of the property, and most people walk down the pavement allowing for all-weather access. He would like to maintain all weather access to Main Street. Mr. Richardson stated part of the agreement speaks to this, but he would like to see added to that the paving of the trail, and safe pedestrian passage through that area during construction. Mr. Mosher stated this could be included as part of the plan submitted to the Planning Commission. Mr. Gagen stated the Planning Commission process is a better place to put this information.

Mr. Brewer stated he believes all-season foot access from that property is important, and asked Mr. Richardson about plowing it through his association, to allow year-round access.

Mayor Warner stated he feels it's important to this council that the trail isn't displaced or misused. Ms. Kroll stated this is a well-used trail and Mayor Warner agreed.

Mr. Brewer stated that during the Development Agreement process the community doesn't get to comment on development agreements until second reading because they are done by ordinance. Mayor Warner stated it's at the Mayor's discretion to take public comment at the first reading, and also at the Work Session if they are recognized. Mayor Warner also stated he is happy to open up the process to the public.

Ms. Shauna Weinstein, of 11 Shadow Mountain Drive, stated the new construction will change the view from their property, and the top level will have windows facing directly into their property. She further stated they bought the home for the view and privacy, and parking is a major concern throughout the year. She further stated she isn't opposed to redevelopment, she supports what's good for the Town and the neighborhood, but a change in the view and privacy and parking might be difficult. She also stated that as it is now, she can support the project.

Mr. Mark Roberts, Owner of All Summit Accommodations, and whose father owns 115 Powder Ridge Drive, stated parking in the area is difficult and he is concerned about one space per room, and where the overflow will go.

Mr. Tom Claus, of 107 Shadow Mountain Drive, stated parking will be a problem, and he

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is worried about parties at the pool, with noise and beer cans.

Mr. Gagen stated the police chief is in the audience and may be able to assist with parking enforcement matters.

Mr. O'Connor stated the proposed pool was an outdoor pool, and the access to the pool will only be from inside the hotel.

Mayor Warner entered the letter from Breckenridge Lodging Association into record and stated it has been provided to the developer today to review.

Ms. Gigliello stated she is concerned about the parking element to this project. Ms. Wolfe thanked Mr. O'Connor for his due diligence on the agreement. Mr. Burke stated Mr. O'Connor has been very responsive and he believes we can end up with a great building that improves what is currently there. Mr. Brewer stated there is merit to this project and he is grappling with tough issues with the development agreement itself. He further stated he can't vote for this agreement as written. Ms. Lawrence stated she appreciates the comments and is generally supportive of this project and can see the larger benefit. Mayor Warner thanked the public for their comments and stated he agrees in the development agreement process, and will review it in the future.

Ms. Wolfe moved to approve 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). Mr. Burke seconded the motion. The motion passed 6-1. Mr. Brewer dissented.

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 Warner read the title into the minutes. Mr. Berry stated there were no changes to this ordinance from the first reading.

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

Ms. Lawrence 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. 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

PLANNING MATTERS

- A. Planning Commission Decisions

With no request to call an item off the consent calendar, Mayor Warner declared the Planning Commission Decisions would stand approved as presented.

B. Planning Commission Report (Mr. Brewer)

Mr. Brewer stated he reported to the Planning Commission and minutes from the meeting are reflected in the packet.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen stated there was no report.

REPORT OF MAYOR AND COUNCILMEMBERS

A. Cast/MMC (Mayor Warner)

Ms. Lawrence stated she enjoyed CML and is working on accreditation through that association. She further stated she attended a several sessions.

Mr. Brewer stated the most interesting session he attended to was on the Jamestown and Lyons flood recovery, which put in perspective our parking issues as a "first world" problem.

Mayor Warner stated there is another dentist as a mayor in Brush.

B. Breckenridge Open Space Advisory Committee (Ms. Lawrence)

Ms. Lawrence stated there is a lot of trail work going on, and the drainage in Cucumber Gulch is working well. She stated the committee heard an update on the Swan River restoration, and the Pump Track at the Ice Arena is being moved and BOSAC would like Council to pay for it.

C. GoBreck (Ms. Wolfe)

Ms. Wolfe stated there was no report.

D. Breckenridge Heritage Alliance (Ms. Gigliello)

Ms. Gigliello stated the BHA is looking at two big screen installations in the BGV community center, and asking for a reallocation of funds to go to this rather than for other types of signage.

Mr. Burke asked about the BHA only having one wall in the building, and not two as was originally planned.

Ms. Gigliello stated the railroad park playground will be finished in time for the 4th of July, and the BHA had a discussion about the use of sandwich boards in front of the museum.

Mayor Warner stated we need to look at the signage issue again, and we need to take some steps to resolve these issues. Mr. Burke stated we may not want to overlegislate this.

E. Water Task Force (Mr. Gallagher)

Mr. Gallagher stated Mr. Gagen sent out an update on three water cases and the Sanitation District will not pursue 2 of the 3 water cases at this point. Mr. Glen Porzak, the Town of Breckenridge water attorney, is working on language for the third agreement.

F. Cultural Arts Advisory Committee (Mr. Gallagher and Ms. Wolfe)

Mr. Gallagher stated they had two items to discuss, one being Barnhart Communications. Ms. Wolfe stated the Arts District is on a fast track right now, and working on branding using the word "Breckcreate". She further stated they are excited about being risk-taking,

and Barnhart will plan come to a Work Session in early July.

Mr. Burke then asked if Council should be involved on this level of detail for the Arts District and Mr. Gallagher stated this is the formation of a new organization and the concern is that there is a level of comfort in the process. Mr. Brewer stated he liked the new branding idea.

Mr. Gallagher stated there is a new budget request for this year to cover additional costs include programming in the new arts district spaces, and new programs in current spaces. This cost includes signage, staffing to support current operations, program-related expenses, a possible special attraction, funds to bring in some concerts or artists to the Riverwalk Center on open dates, and additional dollars for advertising. The total for this request is about \$140,000 to get through this year.

Mr. Burke asked if the Grand Opening would be in conjunction with another event, and Ms. Wolfe stated it would be combined with the ribbon cutting. Ms. Wolfe asked about a special attraction fee of \$5, and Mr. Wolfe clarified they aren't looking to make a lot of money, just get people into the exhibit.

Council agreed to the additional funding.

OTHER MATTERS

Ms. Wolfe asked about the slash pile on Block 11 for wood chipping. Mr. Gagen stated the contractors know about it, and it's been on the radio.

Ms. Wolfe also asked about the Library hours. Mr. Holman stated he attended a meeting with the Library. Ms. Wolfe stated she is concerned about us setting up a community center that will be dark during main hours. Ms. Lawrence stated she is not happy with the Recreation Center hours, but it's part of a bigger budget discussion and she believes the County doesn't have the funding or structure to do this. Ms. Lawrence stated Ms. Wolfe should attend the next Library board meeting and the Council should be on record with the County Commissioners about this issue. Council agreed to discuss this issue at the next Work Session.

Ms. Gigliello stated bike parking at La Cima Mall is an issue, and more bike racks could help in that location. Mayor Warner stated the bike racks are generally put out after road striping each summer. Ms. Gigliello also stated the signs on the bike path need to be updated with current year bike friendly community.

Mr. Brewer stated he rode his bike to the CML conference at Beaver Run Resort and didn't have a bike rack, Mayor Warner stated he locked his to a railing.

Mr. Brewer stated the Mayor should do a State of the Town report to coincide with State of the Union and State of the State and in an effort to inform the community of accomplishments and his vision.

Mr. Brewer stated the Trombone Shorty concert was good and very crowded with a diverse audience.

The Council then entered Executive Session.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 10:55 pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

John Warner, Mayor

DRAFT

MEMO

TO: Town Council
FROM: Town Attorney
RE: Revised Ethics Ordinance
DATE: July 2, 2014 (for July 8th meeting)

The Town's current Ethics Ordinance was adopted in 1992. The Ethics Ordinance has been amended from time to time over the past 20+ years, but has never been completely revised.

From my perspective, the Town's Ethics Ordinance is one of its most important local laws. It establishes an agreed set of rules for the "ethical" operation of local government. The current ordinance has worked reasonably well over the past two plus decades. However, it is my belief that the ordinance needs updating so that it reflects this Council's view of what constitutes ethical local government.

The original 1992 Ethics Ordinance was based in large part upon what was then the new State Code of Ethics. While taking the position that the Town (by virtue of its home rule status) did not have to follow the State Code of Ethics, it was thought that the State statute provided a reasonably good framework for organizing and describing the Town's new ethical rules. Although the State Code of Ethics was the foundation for the 1992 ordinance, several unique rules were included in the Town's Ethics Ordinance to address local concerns and issues, and to truly make this Breckenridge's Ethics Ordinance .

Many months ago I reviewed a draft of proposed new Ethics Ordinance with the Council. At that time the Council directed me to make a number of revisions to the draft ordinance. Enclosed with this memo is a substantially revised draft of a proposed new Ethics Ordinance. The changes from both the prior draft and the Town's current Ethics Ordinance are such that it is not possible to create a blacklined version of the new ordinance. As a result, the Council will need to review the entire ordinance, but I will highlight for you what I believe are the key provisions of the revised ordinance.

As requested by the Council, I have changed the format of the new ordinance to track the format of the current Ethics Ordinance. By doing that I was able to shorten and simplify the draft that the old Council reviewed in late 2012.

Here are what I think are the most important substantive changes contained in the proposed new ordinance:

1. New language has been inserted in Section 1-16-3 to make it clear that the State's Code of Ethics, as well as the State Gift Reporting Statute and the State ethic's statute that is

applicable to statutory municipalities, do not apply to the Town. I recommend including this language to make it clear that the Town's ethical rules are set forth in Town law, not in state law.

2. New language has been added in Section 1-16-4(B) that says the Town Councilmembers will voluntarily file the periodic reports required by the State Gift Reporting Statute, even though it is the Town's position that the State Gift Reporting Statute does not apply to the Town.¹ As far as I've been able to determine, this is the approach taken by many Colorado home rule municipalities.

3. From time to time the Council has struggled with the issue of when a Councilmember has a conflict of interest on a matter the body is considering. Section 1-16-8 is the section of the new ordinance dealing specifically with conflict of interest in Town Council action. This section has been substantially revised and, hopefully, clarified. The key revisions to the current Council conflict-of-interest rule are as follows:

- The section begins with a reference to the Town Charter language that prohibits a Councilmember from voting or participating in the discussion with respect to any matter as to which he or she has a "substantial personal or financial interest." Because this language is in the Charter it must be followed. However, the term "substantial personal or financial interest" is not defined in the Charter, and both the current Ethics Ordinance and the proposed new Ethics Ordinance attempt to define this key term.
- Section (B) of Section 1-16-8 defines the Charter term "substantial personal or financial interest." This definition is critical to the Council's ability to decide when one of its members has a disqualifying conflict of interest. Attached to this memo is a summary sheet (entitled "Does A Councilmember Have A Conflict of Interest?"). The sheet outlines how the new ordinance defines "substantial and financial interest." Please review it along with this memo and the draft ordinance.
- You should note that I have omitted from the new ordinance the concept of a Councilmember having a conflict of interest based solely on an "appearance of impropriety." I did this in an effort to more objectively define when a conflict of interest exists, and to make the conflict determination more predictable.
- In Section 1-16-8 I have also clarified a number of procedural issues related to the issue of conflict of interest, including, the right of a Councilmember who may have a conflict to be heard by the Council before the issue is resolved (Section 1-16-8(E)); a declaration that the Council's decision as to whether a conflict of interest exists is final and conclusive, but a member determined to have a conflict of interest may request the Council to reconsider its determination for the purpose of presenting additional relevant facts; and a provision making it clear that the decision to reconsider a previous conflict of interest determination lies in the sound discretion of the Council (Section 1-16-8(F)).

¹ Briefly, the State Gift Reporting Statute is tied to Article XXIX of the Colorado Constitution that was adopted by the voters in 2007. The amendment deals with "Ethics in Government." By its terms, the amendment does not apply to home rule municipalities that have adopted their own ethical rules. I interpret this language as clearly providing that the amendment does not apply to the Town. It seems to me that if the amendment does not apply to the Town, neither should the Gift Reporting Statute. However, that issue has never been squarely decided, and I would prefer some other municipality to litigate the issue.

4. The language in Section 1-16-9(A)(5) prohibiting a Councilmember from obtaining employment or other favors for a family member has been tightened up as the Council requested.

5. Section 1-16-10 lists certain Councilmember conduct that is specifically determined not to be unethical or a violation of the ordinance. I have suggested a couple of changes here. First, I have added language (new Section B) making it clear that the ordinance does not prohibit a Councilmember from accepting campaign contributions reported as such in accordance with applicable law, or gifts that are reported on the State Gift Reporting form. Second, the current Ethics Ordinance allows a Councilmember to appear before the Council or a board or commission in such person's capacity "as a citizen." Since the original Ethics Ordinance has been adopted I have become convinced that a Councilmember should not appear before the Council as a citizen. I think that clearly runs afoul of the prohibition against a conflicted Councilmember attempting to influence the Council on the matter as to which a conflict exists. It also seems to me that allowing a Councilmember to address the Council as a citizen may raise questions among the public as to whether the remainder of Council might be inclined to give the conflicted Councilmember's perspective more weight simply because he or she is a fellow Councilmember. To me, clearly prohibiting Councilmember "citizen" comments is simply good public policy, and the revised Ethics Ordinance eliminates the current reference to a Councilmember appearing as a citizen before the Council or a Town board or commission.

6. Section 1-16-12 is a new section that deals with the "revolving door" problem of a former Town employee being hired to represent a client before the Town. The current Ethics Ordinance does not address this issue, and I think that omission should be corrected. As drafted, the new ordinance provides that for a period of one year after leaving Town employment a former employee cannot represent a client for compensation before the Council, any Town board or commission, any temporary Town board, or any Town department with respect to any matter that the former employee worked on while employed by the Town.

7. Section 1-16-15 deals with the issue of when the Town may properly contract with a member of the Town Council to provide goods or services. Because of the possibility of abuse, this practice is generally disfavored, or is at least severally limited by most local government ethics ordinances that I have seen. Sections (A), (B), and (C) of the ordinance are based on the State Code of Ethics. Sections (D) and (E) are new. You should note that Section (E) is stronger than the State Code because it provides categorically that a Councilmember may not vote to approve a contract in which he or she has a personal interest, even if his or her vote is necessary to obtain a quorum.

8. Lastly, you will notice that in Section 1-16-19, which deals with the distribution of the revised Ethics Ordinance, language has been inserted allowing the Town Clerk to provide a link to the ordinance on the Town's web site, instead of physically distributing hard copies of the new ordinance.

I look forward to speaking with you about this new ordinance next Tuesday.

1 **FOR WORKSESSION/FIRST READING – JULY 8**

2
3 COUNCIL BILL NO. ____

4
5 Series 2014

6
7 AN ORDINANCE REPEALING AND READOPTING WITH CHANGES CHAPTER 16 OF
8 TITLE 1 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE “BRECKENRIDGE
9 TOWN CODE OF ETHICS”

10
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
12 COLORADO:

13
14 Section 1. Chapter 16 of Title 1 of the Breckenridge Town Code is repealed and
15 readopted with changes so as to read in its entirety as follows:

16
17 CHAPTER 16

18
19 TOWN CODE OF ETHICS

- 20
- 21 1-16-1: Citation
- 22 1-16-2: Declaration of Policy
- 23 1-16-3: Finding of Local Concern
- 24 1-16-4: Finding Concerning Article XXIX of the Colorado Constitution; Statutory Gift-
25 Reporting Form
- 26 1-16-5: Authority
- 27 1-16-6: Effect of Common Law
- 28 1-16-7: Definitions
- 29 1-16-8: Conflict of Interest - Town Officer
- 30 1-16-9: Prohibited Conduct - Town Officers and Employees
- 31 1-16-10: Exemptions - Town Officers and Employees
- 32 1-16-11: Restrictions on Appearance Before Town Bodies; Exceptions
- 33 1-16-12: Restriction on Representation After Leaving Town Employment
- 34 1-16-13: Prohibited Conduct - Temporary Boards
- 35 1-16-14: Prohibited Conduct - Town Contractors
- 36 1-16-15: Town Contracts
- 37 1-16-16: Enforcement
- 38 1-16-17: Penalties and Remedies
- 39 1-16-18: Authority of Town Attorney to Issue Opinions
- 40 1-16-19: Distribution Of Code Of Ethics

41
42 1-16-1: CITATION: This Chapter is to be known and may be cited as the “2014 TOWN OF
43 BRECKENRIDGE CODE OF ETHICS.”

1 1-16-2: DECLARATION OF POLICY:
2

3 A. The proper operation of democratic government requires that public officers and
4 employees be independent, impartial, and responsible to the people; that government decisions
5 and policy be made within the proper channels of the governmental structure; that public office
6 not be used for personal gain; and that the public have confidence in the integrity of its
7 government.

8 B. The purpose of this Chapter is to establish minimum ethical standards of conduct for
9 the members of the Town Council, the members of all Town boards and commissions, the
10 members of all temporary boards, all Town employees, and all Town contractors.

11 1-16-3: FINDING OF LOCAL CONCERN: The Town Council finds and determines that the
12 subject of ethical municipal government is a matter of local concern upon which home rule
13 municipalities in Colorado are fully empowered to legislate and to supersede conflicting state
14 statutes. Accordingly, this Chapter supersedes all conflicting state statutes, including, but not
15 limited to: (i) Article 18 of Title 24, C.R.S.; (ii) Section 24-6-203, C.R.S.; and (iii) Section 31-4-
16 404, C.R.S.

17
18 1-16-4: FINDING CONCERNING ARTICLE XXIX OF THE COLORADO CONSTITUTION;
19 STATUTORY GIFT-REPORTING FORM:
20

21 A. The Town Council finds, determines, and declares that this Chapter addresses the
22 matters covered by Article XXIX of the Colorado Constitution. Therefore, the provisions of
23 Article XXIX are inapplicable to the Town, the Town Council, all Town boards and
24 commissions, all temporary boards, all Town employees, and all Town contractors. As such, the
25 Independent Ethics Commission created by Section 5 of Article XXIX has no jurisdiction over
26 any member of the Town Council, any member of a Town board or commission, any member of
27 a temporary board, any Town employee, or any Town contractor.

28 B. Notwithstanding the inapplicability of Article XXIX of the Colorado Constitution
29 and Section 24-6-203, C.R.S., members of the Town Council shall file the periodic reports
30 required by Section 24-6-203(2), C.R.S.

31 1-16-5: AUTHORITY: The Town Council finds, determines, and declares that it has the power
32 to adopt this Chapter pursuant to the authority granted to home rule municipalities by Article XX
33 of the Colorado Constitution, and the powers contained in the Breckenridge Town Charter.
34

35 1-16-6: EFFECT OF COMMON LAW: This Chapter supersedes and overrides the common law
36 as to the subject matter of this Chapter.
37

38 1-16-7: DEFINITIONS:
39

40 A. As used in this Chapter, unless the context otherwise requires:

BUSINESS: Any corporation, limited liability company or entity, limited or

general partnership, sole proprietorship, trust or foundation, or other organization operated for the purpose of attempting to make a profit. The term “business” includes any activity conducted primarily for the purpose of making a profit, including, but not limited to, any activity that substantially advances a person’s private monetary interest or position.

CONFIDENTIAL
INFORMATION:

All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge.

EMPLOYEE (OR TOWN
EMPLOYEE):

Any person in an employer-employee relationship with the Town. The term “Town Employee” includes, but is not limited to, the Town Manager, Town Attorney, Municipal Judge, and Associate Municipal Judge(s), but does not include a Town officer, a member of a temporary board, or a Town contractor.

IMMEDIATE FAMILY:

A Town officer’s or a Town employee’s spouse, domestic partner, or dependent child under the age of eighteen years.

OFFICIAL ACT (OR
OFFICIAL ACTION):

Any vote, decision, recommendation, approval, disapproval, or other action, including inaction, that involves the use of discretionary authority.

TEMPORARY BOARD:

Any temporary (non-permanent) board, commission, or advisory board created by the Town Council.

TOWN BOARD OR
COMMISSION:

The Town’s Planning Commission, Open Space Advisory Commission, and the Liquor Licensing Authority.

TOWN CONTRACTOR:

An independent contractor as defined by state law who is under contract to perform work for the Town, or a person or business that has submitted a bid to do work for the Town as an independent contractor, which bid is still pending.

TOWN OFFICER:

A member of the Town Council or the member of any Town board or commission.

1
2 B. Terms not defined in this Chapter or this Code are to be given their common meaning.

3 1-16-8: CONFLICT OF INTEREST – TOWN OFFICER:

4
5 A. A Town officer shall not vote on any question or participate in the discussion by the
6 body of which the Town officer is a member with respect to any question as to which the
7 member has a substantial personal or financial interest as determined by majority of the body.

1 B. For the purpose of this Section, and Section 5.7 of the Breckenridge Town Charter, a
2 Town officer has a “substantial personal or financial interest” with respect to a particular
3 question if a majority of the body determines that the body’s final decision on the question would
4 have a:

5 (a) reasonably foreseeable;

6 (b) material; and

7 (c) beneficial financial effect,

8 distinguishable from its effect on the public generally, on:

9
10 1. The Town officer, or his or her immediate family;

11 2. Any business in which the Town officer, or a member of his or her immediate
12 family, has an investment or owns a 10% or greater interest;

13 3. Any real property in which the Town officer, or a member of his or her immediate
14 family, has an interest;

15 4. Any source of income of the Town officer, or a member of his or her immediate
16 family; or

17 5. Any business of which the Town officer, or a member of his or her immediate
18 family, is a director, officer, partner, trustee, employee, independent contractor, or holds any
19 position of management.

20 C. A Town officer does not have a conflict of interest with respect to any matter
21 determined by the body to involve the common public interest. For members of the Town
22 Council, examples include the adoption of the Town’s budget, adoption of general land use
23 regulations, the formation of a special or local improvement district within which the Town
24 officer owns real property, the imposition of taxes, the authorization of bonds, and similar
25 actions.

26 D. A Town officer who may have a conflict of interest on a particular matter shall
27 disclose the potential conflict of interest to the body before it begins its consideration of the
28 matter. Any other member of the body who believes a Town officer may have a conflict of
29 interest may bring the issue to the attention of the body before it begins its consideration of the
30 matter.

31 E. A Town officer who may have a conflict of interest on a particular matter is entitled to
32 be heard by the body on the issue before the body determines whether a conflict of interest
33 exists; however, the Town officer may not vote with respect to the question of whether he or she
34 has a conflict of interest.

1 F. The body's determination of whether a conflict of interest exists is final and conclusive
2 for all purposes, but the affected Town officer may request the body to reconsider its
3 determination for the purpose of presenting additional relevant facts. Whether to reconsider its
4 determination lies in the sound discretion of the body.

5 G. If a Town officer is determined to have a conflict of interest on a particular matter:

- 6 1. The Town officer may not attempt to influence other members of the body in
7 connection with the matter;
- 8 2. Except as provided in Section 1-16-8(H), the Town officer may not vote upon the
9 matter; and
- 10 3. The Town officer shall leave the table during the body's discussion and action on the
11 matter, and may return only when the body has taken up the next agenda item.

12 H. Notwithstanding Section 1-16-8(G)(2), a Town officer may vote upon a matter as to
13 which he or she has a conflict of interest if:

- 14 1. His or her participation is necessary to obtain a quorum or to otherwise enable the
15 body to act; and
- 16 2. Not later than seventy two hours before voting the Town officer gives written notice
17 to both the Colorado Secretary of State and the body. The notice shall clearly state the
18 nature of his or her conflict of interest.

19 Exception: This subsection (H) shall not be applied to permit a Town Council member to vote to
20 approve a contract in which he or she has a personal interest.

21
22 1-16-9: PROHIBITED CONDUCT – TOWN OFFICERS AND EMPLOYEES.
23

24 A. A Town officer or Town employee shall not:

- 25 1. Disclose or use confidential information acquired in the course of the officer's or
26 employee's duties in order to further substantially his or her personal monetary
27 interests.
- 28 2. Disclose any confidential information acquired in the course of the officer's or
29 employee's duties to any person under circumstances where the officer or employee
30 knows, or reasonably should know, that the person to whom the confidential
31 information is disclosed will use the confidential information for a private business
32 purpose.
- 33 3. Solicit or accept a present or future gift, favor, loan, service, or thing of value from a
34 person under circumstances that would lead a reasonably prudent person to believe
35 that the gift, favor, loan, service, or thing of value was made or given primarily for
36 the purpose of influencing or attempting to influence the officer or employee in

1 connection with an official act, or as a reward for official action he or she has
2 previously taken.

3 4. Perform an official act directly and substantially affecting to its economic benefit any
4 business when the officer or employee, or a member of the officer's or employee's
5 immediate family: (i) is an employee of the business; (ii) owns a 10% or greater
6 interest in the business; or (iii) is a director, officer, partner, trustee, or holds any
7 management position in the business.

8 5. Affirmatively act to obtain employment for a member of his or her immediate family,
9 a gift of substantial value, or an economic benefit tantamount to a gift of substantial
10 value, from a person whom the officer or employee is in a position to reward with
11 official action, or has rewarded with official action in the past.

12 B. A Town officer shall not make or accept an ex parte communication or contact
13 concerning a quasi-judicial matter pending before the Town body of which he or she is a member
14 without making the contents of the communication or contact a part of the record of the public
15 hearing. This Section does not apply to a legislative or administrative matter.

16 C. A Town employee shall not:

17 1. Engage in a substantial financial transaction for the employee's private business
18 purposes with a person whom the employee inspects or supervises in the course of his
19 or her employment with the Town.

20 2. Perform an official act that directly and substantially affects to its economic detriment
21 a business in which the employee, or a member of the officer's or employee's
22 immediate family: (i) is an employee of a competing business, (ii) owns a 10% or
23 greater ownership interest in a competing business; or (iii) is a director, officer,
24 partner, trustee, or holds any management position in a competing business.

25 3. Acquire or hold an interest in any business that the employee has reason to believe
26 may be directly and substantially affected to its economic benefit by official action to
27 be taken by the Town department over which he or she has substantive authority.

28 1-16-10: EXEMPTIONS – TOWN OFFICERS AND EMPLOYEES:
29

30 A. Section 1-16-9 does not prohibit a Town officer or Town employee from:

31 1. Accepting or receiving a benefit as an indirect consequence of the performance of an
32 official act.

33 2. Taking official action when the Town officer or employee is similarly situated with
34 other Town residents, or generally acting when the matter involves the common
35 public interest.

36 3. Accepting gifts or loans that are:

- 1 (a) an occasional nonpecuniary gift, insignificant in value;
- 2 (b) a gift publicly presented to all members of the body of which a Town officer is a
3 member;
- 4 (c) a nonpecuniary award publicly presented by a nonprofit organization in
5 recognition of public service;
- 6 (d) payment of or reimbursement for actual and necessary expenditures for travel and
7 subsistence for attendance at a convention or other meeting at which the officer or
8 employee is scheduled to participate as a speaker or other contributor in his or her
9 official capacity if the paying or reimbursing party has no current or anticipated
10 business with the Town. Any honorarium or other monetary compensation
11 received by the officer or employee in connection with the convention or meeting
12 shall be turned over to the Town;
- 13 (e) reimbursement for or acceptance of an opportunity to participate in a social
14 function or meeting that is not extraordinary when viewed in light of the position
15 held by the officer or employee;
- 16 (f) items of perishable or nonpermanent value, including, but not limited to, meals
17 and tickets to sporting, recreational, educational, or cultural events, unless
18 prohibited by the body of which the Town official is a member, or by an
19 employee's departmental rules;
- 20 (g) payment for speeches, debates, or other public events, reported as honorariums to
21 the Town Manager; or
- 22 (h) a loan at a rate of interest that is not substantially lower than the commercial rate
23 then currently prevalent for similar loans within the Town.
- 24 4. Receiving compensation for his or her services to the Town as may be fixed by
25 ordinance, pay plan, budget, or other similar official Town action.
- 26 5. Personally contracting with a Town contractor for the performance of work so long as
27 the contract will not interfere with or delay the contractor's performance of any
28 contract with the Town, and the contractor is paid by the officer or employee at
29 substantially the generally prevailing market rate for the services within the Town.
30 Before entering into the contract the officer or employee shall notify the Town
31 Manager in writing.

32 B. Section 1-16-9 does not prohibit a Town Council member from accepting a campaign
33 contribution reported as required by law, or any gift reported as required by Section 1-16-4(B).

34 1-16-11: RESTRICTIONS ON APPEARANCE BEFORE TOWN BODIES; EXCEPTIONS:
35

1 A. Except as authorized by Section B of this Section, a Town officer shall not appear as
2 an applicant, witness, or party in interest with respect to any matter that comes before the Town
3 body of which he or she is a member, nor shall a Town officer appear before or address the body
4 of which he or she is a member in his or her capacity as a citizen.

5 B. Nothing in Section A of this Section prohibits a Town officer from appearing before
6 the Town Council or the Planning Commission in connection with a planning or development
7 matter pertaining to the Town officer's primary residence; provided that a Town Council
8 member appearing before the Town Council pursuant to this Section, or a Planning Commission
9 member appearing before Planning Commission, pursuant to this Section, shall be deemed to
10 have a conflict of interest with respect to such matter.

11 C. If a Town employee has a financial interest in an application that comes before the
12 Town Council or any Town board or commission, he or she shall not be involved in the Town
13 staff processing, analyzing, reporting, or presenting the application.

14 D. Except as provided in Section C of this Section, nothing in this Chapter prohibits a
15 Town employee from:

- 16 1. Appearing before the Town Council, any Town board or commission, any temporary
17 board, or the municipal court in the course of the performance of the employee's
18 duties for the Town; or
- 19 2. Appearing with respect to any matter of public concern before the Town Council,
20 Planning Commission, a Town board or commission, or any temporary board in his
21 or her capacity as a citizen.

22 E. A Town officer or Town employee shall not appear before the Town Council,
23 Planning Commission, a Town board or commission, or a temporary board, as counsel,
24 consultant, representative, or agent for any person or business.

25 1-16-12: RESTRICTION ON REPRESENTATION AFTER LEAVING TOWN
26 EMPLOYMENT: For a period of one (1) year after leaving Town employment no former Town
27 employee may personally represent a person for compensation before the Town Council, any
28 Town board or commission, any temporary board, or any Town department, with respect to any
29 matter that the former employee worked on while employed by the Town.
30

31 1-16-13: PROHIBITED CONDUCT - TEMPORARY BOARDS: A member of a temporary
32 board shall not perform an official act that would have a direct economic benefit on a business in
33 which he or she has a financial interest. Except as provided in this Section, the provisions of this
34 Chapter do not apply to the members of any temporary board.
35

36 1-16-14: PROHIBITED CONDUCT - TOWN CONTRACTORS:
37

38 A. A Town contractor may not offer or give to a Town officer or a Town employee a
39 present or future gift, favor, loan, service, or thing of value under circumstances that would lead

1 a reasonably prudent person to believe that the gift, favor, loan, service, or thing of value was
2 offered or given primarily for the purpose of influencing or attempting to influence the member
3 or employee in connection with an official act, or as a reward for official action the member or
4 employee has previously taken.

5 B. Nothing in this Chapter prevents a Town contractor who provides instructional
6 services to customers at a Town recreational facility from accepting tips or gratuities for services
7 provided by the contractor if the acceptance of tips or gratuities is authorized by the Town
8 contractor's contract, or by the Town Manager.

9 1-16-15: TOWN CONTRACTS:
10

11 A. Except as provided in subsection C of this Section, no Town officer or employee
12 may have an interest in any contract made by the Town.

13 B. Every contract made in violation of this Section is voidable at the request of any
14 party to the contract, except the Town officer or employee interested in such contract.

15 C. Section A of this Section does not apply to:

16 1. Contracts awarded to the lowest responsible bidder based on competitive bidding
17 procedures;

18 2. Merchandise sold to the highest bidder at public auction;

19 3. Investments or deposits in financial institutions that are in the business of loaning or
20 receiving monies;

21 4. A contract between the Town and a Town officer or employee if, because of
22 geographic restrictions, the Town could not otherwise reasonably afford itself of the
23 subject of contract. It is presumed that the Town could not otherwise reasonably
24 afford itself of the subject of a contract if the additional cost to the Town is greater
25 than ten percent (10%) of a contract with a Town officer or Town employee, or if the
26 contract is for services that will be performed within a limited time period and no
27 other contractor can provide those services within that time period. If the contract
28 involves a Town Council member, the member shall disclose his or her interest to the
29 Town Council before the contract is signed; or

30 D. In addition to the restrictions set forth in subsections (C)(1) through (C)(4) of this
31 section, before the Town enters into a contract with a member of the Town Council the Town
32 Council member must disclose a personal interest in the proposed contract, and either:

33 1. The Town Council itself (and not the Town Manager or other Town employee)
34 approves the contract at a public meeting; or

35 2. The Town Manager approves the contract; provided that prior to approving the
36 contract the Town Manager must notify the Town Council of the proposed contract

1 and explain how the proposed contract satisfies the requirements of subsections
2 (C)(1) through (C)(4) of this section.

3 E. Notwithstanding Section 1-16-8(H), a Town Council member shall not vote to
4 approve a contract in which he or she has a personal interest.

5 1-16-16: ENFORCEMENT:
6

7 A. The Town Manager has the responsibility for the enforcement of this Chapter as to
8 all Town employees, other than those Town employees appointed or hired by the Town Council.
9 The Town Manager may investigate any complaint, and direct the filing of appropriate legal
10 action against any person as to whom he or she has enforcement authority if the Town Manager
11 believes such action is appropriate. The Town Manager may exempt from the provisions of this
12 Chapter the conduct of any person as to whom he or she has enforcement authority upon the
13 finding that the enforcement of this Chapter with respect to the employee's conduct would not be
14 in the public interest.

15 B. The Town Council has the responsibility for the enforcement of this Chapter as to all
16 other persons who are subject to the provisions of this Chapter. The Town Council may
17 investigate any complaint, and direct the filing of appropriate legal action against any person as
18 to whom it has enforcement authority if the Town Council believes such action is appropriate.
19 The Town Council may exempt from the provisions of this Chapter the conduct of any person as
20 to whom it has enforcement authority upon the finding that the enforcement of this Chapter with
21 respect to such person's conduct would not be in the public interest.

22 C. The Town Manager or Town Council, as the case may be, may direct the Town
23 Attorney to investigate or prosecute any apparent violation of this Chapter, or the Town Manager
24 or Town Council may employ or appoint any qualified attorney to investigate or prosecute any
25 violation of this Chapter.

26 D. Any person who believes that a violation of this Chapter has occurred may file a
27 complaint with the Town Manager or Town Council, as the case may be, which complaint shall
28 be promptly investigated and such action taken thereon as the Town Manager or Town Council
29 determines to be appropriate.

30 1-16-17: PENALTIES AND REMEDIES:
31

32 A. It is unlawful and a misdemeanor offense for any person to knowingly violate any
33 provision of this Chapter. "Knowingly" has the meaning provided in Section 6-3-5 of this Code.

34 B. Any person convicted of violating any provision of this Chapter shall be punished as
35 provided in Chapter 4 of this Title. Additionally, upon conviction such person is liable to the
36 Town for such damages as may have been suffered or incurred as a result of the violation,
37 together with any costs (including, but not limited to, attorneys' fees and expert witness fees)
38 incurred by the Town in the investigation and prosecution of the violation.

1 1-16-18: AUTHORITY OF TOWN ATTORNEY TO ISSUE OPINIONS:

2
3 A. Notwithstanding anything contained in this Chapter to the contrary, no person who is
4 subject to the provisions of this Chapter may be convicted of violating this Chapter if, prior to
5 engaging in the conduct that would otherwise have resulted in a violation of this Chapter, such
6 person obtains a written opinion from the Town Attorney that the particular conduct in question
7 would not violate this Chapter, and such person acts in accordance with the opinion of the Town
8 Attorney.

9 B. The Town Attorney shall promptly render an opinion as to legality of proposed
10 conduct or action under this Chapter upon request.

11 C. The Town Attorney has no authority to finally determine whether a conflict of
12 interest exists with respect to any Town officer. Such determination may only be made by the
13 Town body of which the officer is a member.

14 1-16-19: DISTRIBUTION OF CODE OF ETHICS:

15
16 A. Within thirty days after the effective date of the ordinance adopting this Chapter, the
17 Town Clerk shall notify the following persons of the adoption of the ordinance and provide such
18 persons with a link to this Chapter on the Town's web site:

- 19 1. each current member of the Town Council;
- 20 2. each current member of all Town boards and commissions;
- 21 3. each current member of any temporary board; and
- 22 4. all current Town employees.

23 B. Within thirty days after they assume office the Town Clerk shall provide the
24 following persons with a link to this Chapter on the Town's web site:

- 25 1. each new member of the Town Council;
- 26 2. each new member of all Town boards and commissions; and
- 27 3. each new member of any temporary board.

28 C. Within thirty days after their appointment or hiring the Town Clerk shall provide
29 each newly hired Town employee with a link to this Chapter on the Town's web site.

30 D. Not later than the date a contractor's commences work for the Town, the Town Clerk
31 shall provide the Town contractor with a link to this Chapter on the Town's web site.

32 Section 2. Except as specifically amended by this ordinance, the Breckenridge Town
33 Code, and the various secondary codes adopted by reference therein, shall continue in full force

1 and effect.

2
3 Section 3. The Town Council finds, determines, and declares that this ordinance is
4 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
5 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
6 thereof.

7
8 Section 4. This ordinance shall be published and become effective as provided by
9 Section 5.9 of the Breckenridge Town Charter.

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

16
17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation

19
20
21 By _____
22 John G. Warner, Mayor

23 ATTEST:

24
25
26 _____
27 Helen Cospolich
28 Town Clerk

DOES A TOWN COUNCILMEMBER HAVE A CONFLICT OF INTEREST?

The key issue under the Town Charter: Does the Councilmember have a **substantial personal or financial interest** as determined by majority of the body?

The test for defining a **substantial personal or financial interest** as set forth in the Ethics Ordinance:

FIRST: Council must decide whether its final decision on the matter before it will have a:

1. **reasonably foreseeable**;
2. **material**; and
3. **beneficial financial effect**

ON ANY OF THE FOLLOWING PERSONS:

- The Town officer, or his or her immediate family¹?
- Any business in which the Town officer, or a member of his or her immediate family, has an investment or owns a 10% or greater interest?
- Any real property in which the Town officer, or a member of his or her immediate family, has an interest?
- Any source of income of the Town officer, or a member of his or her immediate family?
- Any business of which the Town officer, or a member of his or her immediate family, is a director, officer, partner, trustee, employee, independent contractor, or holds any position of management?

If the answer to all of these questions is “**NO**,” then the Councilmember **DOES NOT** have a conflict of interest on the matter.

SECOND: If the answer to any of the questions is “**YES**,” the Council must then consider whether the Councilmember’s interest involves “**the common public good**?” Examples of “the common public good” include the adoption of the Town’s budget, adoption of general land use regulations, the formation of a special or local improvement district within which the Town officer owns real property, the imposition of taxes, the authorization of bonds, and similar actions.

- If the answer is that the Councilmember’s interest **DOES INVOLVE** “the common public good”, then the Councilmember **DOES NOT** have a conflict of interest on the matter.
- If the answer is that the Councilmember’s interest **DOES NOT INVOLVE** “the common public good”, then the Councilmember **DOES** have a conflict of interest on the matter.

¹ Includes a spouse, domestic partner, or dependent child under the age of 18 years.



To: Breckenridge Town Council
From: Laurie Best Community Development Department
Date: July 2, 2014 (for July 8th meeting)
Re: Maggie Placer/Point Deed Restriction Resolution

A RESOLUTION APPROVING THE "RESIDENTIAL HOUSING RESTRICTIVE COVENANT FOR THE HOMES AT MAGGIE POINT"

Enclosed in your packet is a Resolution to approve the Residential Housing Restrictive Covenant for the Homes at Maggie Point. In September of 2013 the Council approved a modification to the Annexation Agreement for Maggie Placer, which is now being marketed as Maggie Point. That Annexation Agreement spells out the conditions for the development of nine market units and nine deed restricted units on the 1.82 acre site just north of Ski and Racquet. As a condition of the Annexation Agreement the developer is required to execute and file a Restrictive Covenant to encumber the units in perpetuity. The Covenant is attached for your review and it is consistent with the provisions that were established in the Annexation Agreement. Specifically, the Covenant restricts the ownership of the units, the occupancy and use of the units, the sale and resale provisions, and also establishes specific remedies for violation or breach of the Covenant. Staff has reviewed the Covenant and recommends approval of the Resolution/Covenant which will allow the development project to proceed. All nine of the deed restricted units are currently reserved. The Development Permit has been approved and building permits have been issued for all of the restricted units. The developer intends to begin construction immediately.

Staff will be available at your meeting to discuss this project and/or answer any questions. Thank you.

1 ATTEST:

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Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney Date

RESIDENTIAL HOUSING RESTRICTIVE COVENANT FOR THE HOMES AT MAGGIE POINT

This Residential Housing Restrictive Covenant for the Homes at Maggie Point (this "Restriction or Restrictive Covenant") is made this ____ day of _____, 2014, by **Maggie Placer, LLC** ("Maggie Placer"), a Colorado limited liability company.

RECITALS:

A. Maggie Placer is the owner of that certain real estate located in the County of Summit (the "County"), State of Colorado, and legally described in **Exhibit A** attached hereto and incorporated herein by this reference ("Property").

B. Maggie Placer, acting as the declarant, intends to create a valid and enforceable covenant running with the land that assures that nine of the eighteen Homes to be developed on the Property will be used solely by individuals who are both Residents and Eligible Households (as such terms are hereinafter defined), subject to limited exceptions provided for herein.

C. The Town of Breckenridge ("Town") has previously agreed to the Second Amended and Restated Annexation Agreement and to issue to Developer Development Permit No. PC 2013050 ("Development Permit") conditioned on approval of this Restriction. Under this Restriction Maggie Placer intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use of the Homes described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon Maggie Placer, any entity to whom Maggie Placer conveys the Property for the purpose of construction of the Homes (as hereafter defined), and all subsequent owners of such Homes, unless and until this Restriction is released and terminated in the manner hereafter described.

NOW, THEREFORE, in satisfaction of the conditions in the Annexation Agreement and Development Permit and in consideration of the issuance of the Development Permit, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Maggie Placer hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, which shall inure to the benefit of each Owner (as defined in Article 1) of a Home (as defined in Article 1) within the Property, the SCHA (as defined in Article 1), and Town.

1.

DEFINITIONS

1.1 **Definitions.** The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. "Area Median Income" or "AMI" means the median annual income for the

County (or such next larger statistical area calculated by HUD that includes the County, if HUD does not calculate the area median income for the County on a distinct basis from other areas), as adjusted for household size using 1.5 persons per bedroom, that is calculated and published annually by HUD (or any successor index thereto acceptable to the Town, in its reasonable discretion). If AMI data pertaining to the date of sale of a Restricted Home is yet not available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.

B. "Authorized Lessee" means any tenant approved by the Town or its designee, who shall meet the definitions of both Resident and Eligible Household, and who shall lease a Restricted Home.

C. "Dependent" means a person, including a spouse of a child of, a step-child of, a child in the permanent legal custody of or a parent of, a Resident, in each case whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Resident. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. §3602(k), as that act shall from time to time be amended.

D. "Director" means the Director of the Department of Community Development of the Town of Breckenridge, Colorado, or such person's designee.

E. "Eligible Household" means Households approved by the Town or its designee based on income qualification so as to allow for the execution by the Town or its designee of the form of Memorandum of Acceptance of Residential Housing Restrictive Covenant for the Homes at Maggie Point, Town of Breckenridge, Summit County, Colorado set forth in Exhibit E of this Restriction. The two (2) Homes identified on **Exhibit B** attached hereto and made a part hereof by this reference, shall be sold at a price which is affordable to Households earning eighty percent (80%) of the Area Median Income (an "80% HUD Household") and the seven (7) Homes identified on **Exhibit B** shall be sold at a price which is affordable to Households earning one hundred percent (100%) of the Area Median Income (a "100% HUD income Household"). Once a Home is designated as either an 80% HUD Household, or a 100% HUD income Household, it shall remain an 80% HUD income Household, or a 100% HUD income Household, unless otherwise approved by the Town. A Household's income for purposes of determining whether such household meets the income qualification shall be determined in accordance with the Town's rules and regulations at the time of purchase or, as the case may be, commencement of leasehold occupancy. A purchaser of an 80% HUD Household will be income tested at 90% or less of AMI; a purchaser of a 100% HUD Household will be income tested at 150% or less of AMI.

F. "First Mortgage" means a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against the Property to secure a loan used to purchase the Property made by a Mortgagee.

G. "Home" means a physical portion of the Property to be constructed for purposes of residential use only and to be created as a separate transferable real property interest by the

filing of subdivision or similar plat(s) or map(s) for some or all of the Property. There will be a total of eighteen (18) Homes built within the Property, with 9 Homes to be Restricted Homes and 9 Homes to be Unrestricted Homes. A home may also be referenced as a "Lot."

H. "Household" means one or more persons, but not more than 4 unrelated persons, who intend to live together in a Restricted Home as a single housekeeping home.

I. "HUD" means the U.S. Department of Housing and Urban Development.

J. "Key Employee" means a Resident that is also (i) an employee of a business physically located in and serving the Upper Blue River basin as defined from time to time in the Town's Development Code or other applicable land use regulations ("upper Blue Employee"); or (ii) an employee of a business, private organization, or governmental entity providing essential services in Summit County as determined by the Town, including, but not limited to: municipal employees, school district employees, and emergency and medical personnel.

K. "Maximum Resale Price" means the maximum Purchase Price that shall be paid by any purchaser of a Restricted Home, other than the initial purchaser who acquires the Property from Maggie Placer that is determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

L. "Mortgagee" means any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing for residential real property and that is the beneficiary of a deed of trust or mortgage encumbering any Home.

M. "Non-Qualified Transferee" means an Owner that is not a Qualified Owner.

N. "Owner" means the record owner at any time taking and holding fee simple title to a Home.

O. "Purchase Money Mortgage" means a First Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.

P. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for a Home, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of a Restricted Home but not paid directly to Seller.

Q. "Qualified Owner" means natural person(s) that meet(s) the definitions of both a

Resident and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by the Town or its designee, in such a manner as will allow the Town to execute the Memorandum of Acceptance of Residential Restrictive Covenant for the Homes at Maggie Point, Town of Breckenridge, Summit County, Colorado set forth in **Exhibit E** of this Restriction.

R. "Resident" means a person and his or her Dependents, if any, who (i) at all times during ownership or occupancy of the Restricted Home, earns his or her living from a business operating in and serving the County, by working in the County at such business an average of at least 30 hours per week on an annual basis. "Restricted Home" means those nine (9) Homes to be owned by Residents and Qualified Owners of Eligible Households and listed on Exhibit B and sold at an initial sales price calculated as provided in **Exhibit C** of this Restriction.

S. "Restricted Home" means those nine (9) Homes to be owned by Residents and Qualified Owners of Eligible Households and listed on Exhibit B and sold at an initial sales price calculated as provided in **Exhibit C** of this Restriction.

T. "SCHA" means the Summit Combined Housing Authority.

U. "Town Clerk" means the Town Clerk of the Town of Breckenridge, Colorado, or such person's designee.

V. "Town Council" means the Town Council of the Town of Breckenridge, Colorado.

W. "Transfer" or "transferred" means any sale, assignment, or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in a Home, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of a Home is transferred and the Owner obtains title.

X. "Unrestricted Home" means the 9 residential Homes which are to be developed on the Property and are initially subject to this Restrictive Covenant, as listed on **Exhibit B** to this Restriction. The Town will allow development of Unrestricted Homes in accordance with the Development Permit, and release of this Restriction and sale of the Unrestricted Homes as provided in Article 4 below.

2. **PURPOSE**

2.1 The purpose of this Restriction is to restrict ownership, occupancy and sale of each Restricted Home in such a fashion as to provide, on a permanent basis, affordably priced housing for low to moderate income persons to be occupied by Qualified Owners or Authorized Lessees, which Qualified Owners or Authorized Lessees, because of their income, may not otherwise be

in a position to afford to purchase, own, occupy or lease other similar properties, and to help establish and preserve a supply of affordably priced housing to help meet the needs of the locally employed residents of the County.

3.

RESTRICTION AND AGREEMENT BINDS THE PROPERTY

3.1 This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the Town, and its successors and assigns, including, without limitation the SCHA acting as Town's designee, and this Restriction shall bind Town and all subsequent Owners and occupants of a Home. Each Owner and Authorized Lessee, upon acceptance of a deed or lease to a Restricted Home, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner's period of ownership or Authorized Lessee's tenancy, as may be appropriate. Each and every Transfer or lease of a Restricted Home, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction any document of conveyance.

4.

RELEASE OF UNRESTRICTED HOMES

4.1 Maggie Placer shall be entitled to the release from this Restriction of up to nine (9) Homes constructed or allowed to be constructed as a part of the Project on the basis of one (1) such Unrestricted Home to be released for each two (2) Restricted Homes completed and sold to Owners for prices within the price ranges set forth in **Exhibit C** attached hereto. Such releases to be executed by the Town shall be for lots created by the filing of a subdivision or resubdivision plat for the Property identified on **Exhibit A**, which future lots are expected to be numbered as set forth in **Exhibit B**. Developer may request such releases each time two (2) Restricted Homes have been completed and sold to Owners for prices within the price ranges set forth in **Exhibit C** or Maggie Placer may cumulate the right to such releases and request the release of a number of Unrestricted Homes determined by dividing the number of Restricted Homes completed and sold to Owners for prices within the price ranges set forth in **Exhibit C** by two (2) and rounding down to a whole number.

5.

OWNERSHIP RESTRICTIONS

5.1 Ownership and Occupancy Obligation.

Y. Ownership of a Restricted Home is hereby limited exclusively to a Qualified Owner, which shall include the parties described and approved as set forth in Section 5.1.B. In the event that a Restricted Home is occupied without compliance with this Restriction, the Town shall have the remedies set forth herein, including, but not limited to, the rights under Section 8.5. A Qualified Owner will occupy the Restricted Home as his or her principal place of residence unless otherwise permitted by this Restriction or the Town.

Z. Upon the written consent of the Town or its designee, which consent may be recorded, a non-qualifying natural person or entity that owns and/or operates a business located in and serving the County may purchase a Restricted Home; provided, however, that by taking title to a Restricted Home, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Resident and an Eligible Household shall rent the Restricted Home to a natural person(s) who does meet the definitions of both a Resident and Eligible Household, and such non-Qualified Owner shall not occupy or use such Restricted Home for such Owner's own use or leave such Home vacant except as otherwise provided herein. Any occupancy of a Home pursuant to this Section 5.1.B shall not exceed two persons per bedroom, unless the Town approves otherwise.

5.2 Sale, Resale and Lease. In the event that a Restricted Home is Transferred or leased without compliance with this Restriction, the Town shall have the remedies set forth herein, including but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every Transfer or lease of a Restricted Home, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3 Compliance. Along with the recorded instrument of conveyance evidencing a Transfer of a Restricted Home, any such Transfer of a Restricted Home shall include a completed copy of the " Memorandum of Acceptance of Residential Housing Restrictive Covenant for the Homes at Maggie Point, Town of Breckenridge, Summit County, Colorado" attached hereto as **Exhibit E**, which copy is executed by the transferee and acknowledged by the transferee before a notary public. The instrument of conveyance evidencing such Transfer, or some other instrument referencing the same shall bear the following language followed by the acknowledged signature of the mayor or authorized officer of the Town or its designee:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town as being in compliance with the Residential Housing Restrictive Covenant for the Homes at Maggie Point, Town of Breckenridge, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the ____day of _____, 20__, at Reception No. _____."

Each sales contract, or lease as the case may be, for a Restricted Home shall also (a) recite that the proposed purchaser or lessee, as applicable, has read, understands and agrees to be bound by the terms of this Restriction, and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town, under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4 Refinance Restriction. An Owner shall not encumber a Home in a principal amount in excess of the Purchase Price.

5.5 Records and Inspection. An Owner's records with respect to the Owner's use and occupancy of a Home shall be subject to examination, inspection and copying by the Town, or their authorized agents, upon reasonable advance notice. The Town, or its authorized agent,

shall also have the right to enter into or upon a Home for the purpose of determining compliance with the provisions of this Restriction; provided, however, that the Town, or its agent, shall first attempt to secure the permission of any occupants of the Home prior to making entry. An Owner shall submit any information, documents or certificates requested from time to time by the Town with respect to the occupancy and use of the Owner's Home that the Town reasonably deems necessary to substantiate the Owner's continuing compliance with the provisions of this Restriction. Such information shall be submitted to the Town within such reasonable time period as the Town may establish. All lessees of a Home shall be bound by the terms of this Section 5.5 and shall cooperate with all requirements herein.

5.6 Relief In Extraordinary Circumstances. The Director may grant a variance, exception or waiver from the requirements of this Section 5 based upon the written request of the Owner or prospective Owner of a Home. Such variance, exception or waiver may be granted by the Director only upon a finding that: (i) the circumstances justifying the granting of the variance, exception or waiver are unique; (ii) a strict application of this Section 5 would result in an extraordinary hardship; and (iii) the variance, exception or waiver is consistent with the intent and purpose of this Restriction. No variance, exception or waiver shall be granted by the Director if its effect would be to nullify the intent and purpose of this Restriction. In granting a variance, exception or waiver of the provisions of this Section 5 the Director may impose specific conditions of approval, and shall fix the duration of the term of such variance, exception or waiver. Any Owner or prospective Owner of a Home who is dissatisfied with the decision of the Director with respect to a request for a variance, exception or waiver from the requirements of this Section 5 may appeal the Director's decision to the Town Council by submitting a written letter of appeal to the Town Clerk within ten (10) days of the date of the Director's decision. The Town Council shall make a final determination of such appeal within forty five (45) days after the Town Clerk's receipt of the letter of appeal.

6.

ORIGINAL SALE OF A HOME

6.1 Initial Purchase Price of Restricted Homes. Upon completion of construction of each Restricted Home by Maggie Placer, a Restricted Home shall be sold to a Qualified Owner at a Purchase Price that is affordable and determined in accordance with the formula set forth in **Exhibit C**. A Household's income shall be determined in accordance with the Town's rules and regulations, as adopted and amended from time to time. At the time of the initial sale and any subsequent resale, Key Employees will receive priority in the purchase of the Homes in accordance with the Town's rules, regulations policies and ordinances.

7.

RESTRICTED HOME USE RESTRICTIONS

7.1 Occupancy. Except as otherwise provided in this Restriction, each Restricted Home shall, at all times, be occupied as a sole place of residence by a Qualified Owner (along with Dependents), or as the case may be an Authorized Lessee (along with Dependents).

7.2 Rental. Except as permitted in Section 7.5, no Restricted Home be leased or rented for

any period of time without the prior written approval of the Town or its designee. In the event that any Restricted Home, or any portion thereof, is leased or rented without compliance with this Restriction, the Town shall have the remedies set forth herein, including but not limited to the rights set forth in Section 8.5. Any tenancy approved by the Town shall be to an Authorized Lessee.

7.3 Vacancy. In the event that a Qualified Owner ceases to occupy a Restricted Home as his or her principal place of residence for a period of ninety (90) consecutive days (as reasonably determined by the Town), or any non-qualified Owner permitted to purchase a Home as set forth in Section 5.1.B leaves a Home unoccupied by an Authorized Lessee for a period of ninety (90) consecutive days (as reasonably determined by the Town), the Town may, in its sole discretion and in addition to any other remedies the Town may have hereunder, determine that the Home shall be offered for sale pursuant to the provisions of Section 8.5 or require the Qualified Owner or non-qualified Owner to rent the Home to an Authorized Lessee.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase a Restricted Home as set forth in Section 5.1.B, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property in the County, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Restricted Home for sale pursuant to Section 8.5 of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties that constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section 7.4.

7.5 Permitted Uses. It shall not be a violation of this Restrictive Covenant if:

A. Rooms within a Restricted Unit are rented to qualified occupant sharing the Restricted Unit with the Unit owner;

B. Restricted Unit is rented for use and occupancy to Authorized Lessee for a maximum cumulative total of 12 months during the time of ownership by a Unit owner;

C. Restricted Unit is owned or occupied by a person age 65 years or older who has owned and occupied the Unit and worked at paid employment in Summit County, Colorado at least 30 hours per week on an annual basis, for the previous 7 years, together with such person's spouse and minor children, if any;

D. Restricted Unit is owned or occupied by a person otherwise authorized to own or occupy the Restricted Unit pursuant to the Restrictive Covenant who becomes disabled after commencing ownership or occupancy of the Restricted Unit such that he or she cannot work the required number of hours each week required by the Restrictive Covenant, provided, however, that such person shall be permitted to own or rent the Restricted Unit for a maximum period of one year following the commencement of such person's disability unless a longer period of

ownership or occupancy is authorized by Town; and

- E. Guests visiting a qualified occupant and paying no rent or other consideration.

8.

RESALE OF A RESTRICTED HOME

8.1 Resale. No Restricted Home shall be Transferred subsequent to the original purchase from Maggie Placer except upon full compliance with the procedures set forth in this Article 8.

8.2 Notice. In the event that an Owner shall desire to Transfer a Restricted Home, or in the event that an Owner shall be required to Transfer such Restricted Home pursuant to the terms of this Restriction, the Owner shall notify the Town and the SCHA, or such other person or entity as may be designated by the Town, in writing of Owner's intention to Transfer such Restricted Home. The Restricted Home shall not, however, be Transferred to (i) any person, entity, or entities other than a Qualified Owner, and (ii) for consideration to be paid by such Qualified Owner that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article 8.

8.3 Maximum Resale Price.

A. Subsequent to the initial sale of a Restricted Home by the Owner, the total price for which such Restricted Home may be re-sold shall be determined as follows:

1. The selling owner's purchase price at the time of the acquisition of the Restricted Home, exclusive of any real estate commission paid at the time of acquisition, shall be the Base Price Limit.

2. The Base Price Limit shall be increased to reflect a cost of living adjustment. Such amount shall be the selling owner's "Adjusted Price Limit." The Adjusted Price Limit shall be the lesser of:

The Base Price Limit	X	0.0025	X	The number of whole months from the date of a Home Owner's purchase to the date of a Home Owner's sale of the Residential Home	+	The Base Price Limit ¹	=	ADJUSTED PRICE LIMIT
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OR

The Base Price Limit	X	$\frac{100\% \text{ of AMI most recently released prior to the selling owner's sale}}{100\% \text{ of AMI in effect at the time of the Selling owner's purchase of the Residential Home}^2}$	=	ADJUSTED PRICE LIMIT
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1 – The Base Price Limit multiplied by one quarter of one percent (0.25%) multiplied by the number of whole months from the date of a Home Owner's purchase to the date of a Home Owner's sale of the Residential Home plus the Base Price Limit.

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

3. The resale price of any Residential Home shall not exceed such Adjusted Price Limit except to allow the cost of eligible capital improvements made by the Owner in accordance with the Town's Affordable Housing Guidelines including Administrative Rules and Regulations promulgated by the Town.

4. Notwithstanding anything contained in the Restrictive Covenant to the contrary, the Adjusted Price Limit shall never be less than the purchase price actually paid by the selling owner for the Restricted Home.

5. If the owner of a Restricted Home sells the Restricted Home through the services of the Summit Housing Authority, a commission of not more than 2% of the Adjusted Price Limit may be paid to the Summit Housing Authority.

B. Each Owner shall be responsible for ensuring that at the Transfer of his or her Restricted Home, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding such Restricted Home. During the period of the listing contract, the Town or its designee is authorized to take necessary actions and incur necessary expenses for bringing the relevant Restricted Home into saleable condition. Such actions and expenses include, but are not limited to, cleaning the Restricted Home and making necessary repairs to or replacements of appliances and/or Restricted Home fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on such Restricted Home. Expenses incurred by the Town to bring a Restricted Home into a saleable condition shall be itemized and documented by the Town and deducted from Owner's proceeds at closing of the Transfer of such Restricted Home.

C. No Owner shall permit any prospective buyer to assume any or all of the Owner's customary closing costs.

D. Nothing in this Restriction represents or guarantees that a Restricted Home will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market, the Home may be re-sold for less than the Maximum Resale Price.

8.4 Non-Qualified Transferees. In the event that title to a Restricted Home vests in a Non-Qualified Transferee by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD-insured First Mortgage), or by operation of law or any other event, the Town may elect to notify the Non-Qualified Transferee that it must sell the Restricted Home in accordance with Section 8.5. The Non-Qualified Transferee(s) shall not: (i) occupy a Restricted Home; (ii) rent all or any part of a Restricted Home, except in strict compliance with this Restriction; (iii) engage in any business activity on or in a Home; (iv) sell or otherwise Transfer a Restricted Home except in accordance with this Restriction; or (v) sell or otherwise

Transfer a Restricted Home for use in trade or business.

8.5 Sales to Preserve Restricted Home as Affordable Housing.

A. In the event a Restricted Home is occupied, used, transferred, leased, or rented in violation of this Restriction, or whenever the provisions of this Section 8.5 are expressly made applicable by any section or provision of this Restriction, the Town may, at its sole discretion, notify an Owner that it must immediately list the Home for sale (including the execution of a listing contract with, and the payment of the specified fees) by the SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Home is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Home shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Home, as determined by the Town or its designee in its reasonable good faith judgment, after such ninety (90) day period.

B. If required by the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Restricted Home to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with the Town to take actions needed to accomplish such sale, conveyance or transfer of such Restricted Home. For this purpose Owner constitutes and appoints the Town its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to the Town under this Restriction may be assigned by it to its successors or assigns.

C. In order to preserve the affordability of the Restricted Homes for persons of low to moderate income, the Town, or its respective successor, as applicable, shall also have and is hereby granted the right and option to purchase a Restricted Home, exercisable within a period of fifteen (15) calendar days after notice is sent by the Town to the Owner that requires the Owner to sell the Home pursuant to this Section 8.5. The Town shall complete the purchase of such Restricted Home within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Home, as determined by the Town in its reasonable good faith judgment, or the Maximum Sale Price. The Town may assign its option to purchase hereunder to an eligible purchaser that, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, the Town may alternatively require the Owner to rent a Restricted Home to an Authorized Lessee in accordance with the requirements of this Restriction.

9.

FORECLOSURE

9.1 Release. Notwithstanding anything herein to the contrary, this Restriction shall be deemed released as to a Restricted Home in the event of (i) the issuance of a public trustee's

deed, sheriff's deed or similar conveyance of the Home in connection with a foreclosure by the holder of a HUD- insured First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured First Mortgage. This Restriction shall also automatically terminate and be released as to a Restricted Home upon the assignment to HUD of a HUD-insured mortgage encumbering a Restricted Home. The Town, in its sole discretion, may elect to release a Restricted Home from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Restricted Home in connection with a foreclosure of the Town's Lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Restricted Home, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.2 Lien.

A. Appreciating Limiting Promissory Note and Deed of Trust. At the time of each sale of each Restricted Home, beginning with the first such sale by Maggie Placer to a Restricted Home Owner, the purchaser(s) of each Restricted Home shall execute an Appreciating Limiting Promissory Note in the form attached hereto as **Exhibit D**, or such other form as may be adopted from time to time by the Town which is consistent with the intent of this Restriction ("Note"), together with a form of Deed of Trust to a public trustee encumbering the Restricted Home to secure strict compliance with the terms of the Note. The deed of trust shall contain a strict due on sale provision and shall be in form and substance acceptable to the Town Attorney of the Town ("Deed of Trust"). At the time of each closing of the transfer of title to a Restricted Home, a new Note shall be executed by the purchaser(s) and delivered to the Town and a new Deed of Trust shall be executed by the purchaser(s) and recorded in the Summit County, Colorado real estate records. At the time of closing of each transfer of title to a Restricted Home subsequent to the first transfer by Maggie Placer, the Town shall determine whether the transfer complies with the requirements of this Restriction. If the transfer complies with the requirements of this Restriction, the Town shall mark the selling Owner's Note as paid and execute a request for release of deed of trust upon verification to the Town, by the title company or other independent agent responsible for closing on the transfer of title to a Restricted Home, that the amount paid for the purchase of the Restricted Home does not exceed the Maximum Allowed Sale Price or that, if the price exceeds the Maximum Allowed Sale Price, the amount of such excess will be paid to the Town. If title to a Restricted Home is transferred without obtaining the release of a Deed of Trust securing a Note in favor of the Town, the Town, among other rights available to it, shall have the right to foreclose said Deed of Trust.

B. Recording of this Restriction constitutes record notice and perfection of the Town's Lien. No further recordation of any claim of lien is required. However, the Town may elect to prepare, and record in the office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the Town's Lien, the Town shall have all of the rights that a mortgage holder may have against a Home, including, but not limited to, the right to judicially foreclose upon a Home. The Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of a Home, as

provided by C.R.S. §38-38-101 et seq. In addition, unless otherwise instructed by the Town in writing, the Owner shall sign, acknowledge, and cooperate in the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the Town's Lien, substantially in the form attached hereto as **Exhibit E**, in order to assure that the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the Town's Lien as established herein.

C. The sale or other Transfer of a Restricted Home shall not affect the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction, or to enforce the terms of this Restriction, or to prohibit the Town from taking a deed in lieu of foreclosure.

D. Upon request, the Town shall agree to subordinate the Town's Lien to a bona fide mortgage or deed of trust provided that the total principal indebtedness secured by those mortgages or deed of trust with priority over the Town's Lien shall not exceed one hundred percent (100%) of the current allowed Maximum Resale Price under this Restriction as of the date of subordination. To the extent that **Exhibit E** is inconsistent with this provision, the provisions of this Section 9.2.D. shall control.

9.3 Town's Option to Redeem.

E. Notice of Default to Town. Within ten (10) days after Owner's receipt of any notice of default from a Mortgagee or the home owner's association governing the Restricted Homes, the Owner shall give written notice of such default to the Town.

F. Foreclosure/Town's Option to Redeem. In the event of a foreclosure of a First Mortgage or the assessment lien of the home owner's association governing the Restricted Homes, the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of a Restricted Home that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 et seq., or any succeeding statute). The Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The Town's lien is created pursuant to Section 9.2.

G. Upon Exercising Option. In the event that the Town obtains title to a Restricted Home pursuant to this Article 9, the Town or its designee may sell such Restricted Home to a Qualified Owner, or rent such Restricted Home to an Authorized Lessee until such time that such Home can be sold to a Qualified Owner. In the Town's sole discretion, the Town's subsequent sale of such Home in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article 8 hereof.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Restriction shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule

restricting restraints on alienation; or (iii) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated members of the Town Council, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

10. **ENFORCEMENT**

10.1. Enforcement of This Restriction. The Town and each Owner hereby grants and assigns to the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event a Home is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in a Restricted Home, or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of a Restricted Home that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of a Home; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in the County and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Restricted Home. As part of any enforcement action on the part of the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of the Town's, or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Each Owner agrees that in the event of his or her default under or non-compliance with the terms of this Restriction, the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of a Home made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

11. **GENERAL PROVISIONS**

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act and the Town's public policy, the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale, use or occupancy of a Home.

11.2 Rules, Regulations, and Standards. The Town shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein.

11.3 Waiver of Exemptions. Every Owner, by taking title to a Restricted Home, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Town that such invalidated provision be severable.

11.5 Term. Subject to Section 9.4 and the other termination or release provisions contained herein, the restrictions contained herein shall run with the land and bind the land in perpetuity.

11.6 Amendment. This Restriction may be amended only by an instrument recorded in the records of the County executed by the Town and the then-Owner of a Restricted Home;. Provided however for so long as Maggie Placer owns any of the Property, Maggie Placer reserves the right to amend this Restriction without the approval or consent of any Owner or Mortgagee, but with consent of the Town, for the purpose of either: (a) making non-material changes (such as for correction of technical, typographical, or clerical errors), or for clarification of a statement; or (b) without regard to (a), if such amendment lessens the ownership, use, sales and lease restrictions placed upon the Owners as provided herein. After Maggie Placer no longer owns any of the Property, the Town may unilaterally execute and record such non-material or reduced restriction amendments at any time.

11.7 Successor to the SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter,

mean the Town, its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

11.8 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the Town, the SCHA and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of a Home, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.9 Non-Liability. The Town and its respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, C.R.S. §24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.10 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.11 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.12 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.13 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.14 Notices. Any notice, consent or approval that is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Maggie Placer, LLC: Maggie Placer, LLC
 Attn: Deborah Linden
 P O Box 4653
 Breckenridge, CO 80424-4653

To an Owner: The address for an Owner shall be determined pursuant to the

EXHIBIT A

Legal Description

A PARCEL OF LAND LOCATED IN THE MAGGIE PLACER, U.S.M.S. No. 1338, IN SEC. 6, TOWNSHIP 7 SOUTH, RANGE 77 WEST OF THE 6th P.M., COUNTY OF SUMMIT, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT COLORADO STATE HIGHWAY NO. 9 MONUMENT T.S. 80+50 ON THE WESTERLY R.O.W. OF SAID HIGHWAY NO. 9, WHICH POINT IS, IN FACT, THE TRUE POINT OF BEGINNING.

THENCE; S02°07'30"E, ALONG SAID WESTERLY R.O.W. A DISTANCE OF 311.40 FEET.

THENCE; 98.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S10°48'45"E, AND A CHORD OF 98.71 FEET.

THENCE; S76°26'29"W, A DISTANCE OF 24.05 FEET.

THENCE; N23°31'59"W, A DISTANCE OF 32.00 FEET.

THENCE; 111.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 205.24 FEET, A CHORD BEARING OF N39°02'16"W, AND A CHORD OF 109.73 FEET.

THENCE; N54°32'30"W, A DISTANCE OF 172.17 FEET.

THENCE; 139.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 83.90 FEET, A CHORD BEARING OF N06°45'32"W, AND A CHORD OF 124.27 FEET.

THENCE N41°01'17"E, A DISTANCE OF 250.76 FEET.

THENCE; S89°04'00"E, A DISTANCE OF 67.32 FEET TO A POINT IN THE WESTERLY R.O.W. OF SAID COLORADO HIGHWAY No. 9,

THENCE; S00°56'00"W, ALONG SAID WESTERLY R.O.W. A DISTANCE OF 112.18 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINING 1.82 ACRES, MORE OR LESS.

EXHIBIT B

80% HUD Households

Lot 2, 35 Maggie Placer Loop
Lot 18, 104 Maggie Placer Loop

100% HUD Households

Lot 1, 29 Maggie Placer Loop
Lot 3, 37 Maggie Placer Loop
Lot 4, 49 Maggie Placer Loop
Lot 5, 51 Maggie Placer Lane
Lot 6, 53 Maggie Placer Loop
Lot 16, 52 Maggie Placer Loop
Lot 17, 48, Maggie Placer Loop

Unrestricted Homes

Lot 7, 59 Maggie Placer Loop
Lot 8, 61 Maggie Placer Loop
Lot 9, 65 Maggie Placer Loop
Lot 10, 69 Maggie Placer Loop
Lot 11, 73 Maggie Placer Loop
Lot 12, 75 Maggie Placer Loop
Lot 13, 81 Maggie Placer Loop
Lot 14, 83 Maggie Placer Loop
Lot 15, 87 Maggie Placer Loop

One Unrestricted Lot may be released from the Restrictive Covenant for every two Restricted Lots which are sold at the agreed sales price.

EXHIBIT C

THE PURCHASE PRICE AFFORDABILITY SHALL BE CALCULATED AS FOLLOWS:

Then current Area Median Income based on 1.5 persons per bedroom determined by the US Dept. of Housing and Urban Development for Summit County, Colorado for fiscal year of Oct. 1-Sept. 30, or successor index, or if no successor index, such other generally accepted index selected by the Town, ("AMI") \$ _____

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

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

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

Less \$350 (amount for taxes, insurance, HOA fees and private mortgage insurance) \$ _____

Subtotal (amount available for Mortgage Payment) \$ _____

Mortgage Amortization Calculation (from Amortization Table or calculator)

Amortization: 30 years
Interest Rate: 6.5%,

Mortgage Payment calculated above

Equals Mortgage Amount \$ _____

Divided by .90 (Mortgage Amount plus 10% down payment) equals Affordable Purchase Price \$ _____

EXHIBIT D

**Appreciation Limiting Promissory Note
(the "Note")**

FOR VALUE RECEIVED, _____^{Date} (the "Maker"), jointly and severally if more than one, promises to pay to the order of the TOWN OF BRECKENRIDGE, P.O. Box 168, Breckenridge, CO 80424 ("Town"), upon demand ("Due Date"), all sums that become due to Town from Maker after the date of this Note under the Residential Housing Restrictive Covenant for the Homes at Maggie Point, dated _____, 2014 and recorded _____, 2014 under Reception No. _____ of the records of the Clerk and Recorder of Summit County, Colorado.(the "Maggie Point Restrictive Covenant").

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

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

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

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

This Note is secured by a deed of trust on the Lot _____, Maggie Placer, according to the Plat thereof filed in the Summit County, Colorado Real Estate Records of the _____ day of _____, 20__ at Reception No. _____.

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

Maker

Maker

EXHIBIT E
MEMORANDUM OF ACCEPTANCE
OF
RESIDENTIAL HOUSING RESTRICTIVE COVENANT
FOR THE HOMES AT MAGGIE POINT
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO

WHEREAS, _____ [Buyer Name] _____, the "Buyer" is purchasing from _____ [Seller Name] _____, the "Seller," at a price of \$_____ [purchase price amount] _____, real property described as _____ [Legal Description] _____ according to the plat recorded under Reception No. _____, in the real property records of the County of Summit, Colorado (the "Home"); and

WHEREAS, the Seller of the Home is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled "Residential Housing Restrictive Covenant for the Homes at Maggie Point, Summit County, Colorado," recorded on _____, 20__, under Reception No. _____, in the real property records of the County of Summit, Colorado (the "Restriction").

NOW, THEREFORE, as an inducement to the Seller to sell the Home, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Restriction, has had the opportunity to consult with legal and financial counsel concerning the Restriction and fully understands the terms, conditions, provisions, and restrictions contained in the Restriction.

2. Agrees to be bound by and to comply with the terms, conditions and requirements of the Restriction.

3. Acknowledges that the Restriction creates a lien on the Home in favor of Maggie Placer, LLC, which may be foreclosed upon the occurrence of certain events, as more particularly described in the Restriction.

4. States that the Notice to Buyer should be sent to:

5. Directs that this memorandum be placed of record in the real estate records of the County of Summit, Colorado, and a copy provided to the Town of Breckenridge, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the ____ day of _____, 20__.

BUYER(S):

By: _____

Printed Name: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: July 2, 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) Cottage 13, Shock Hill Cottages (SG) PC#2014046, 117 Regent Drive
Construct a new, single family residence with 5 bedrooms, 5 bathrooms, 3,496 sq. ft. of density and 4,092 sq. ft. of mass for a F.A.R. of 1:5.59. Approved.

2) Brownson Residence (MM) PC#2014052, 265 Southside Drive
Construct a new, single family residence with 3 bedrooms, 5.5 bathrooms, 5,899 sq. ft. of density and 7,249 sq. ft. of mass for a F.A.R. of 1:31.25. Approved.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

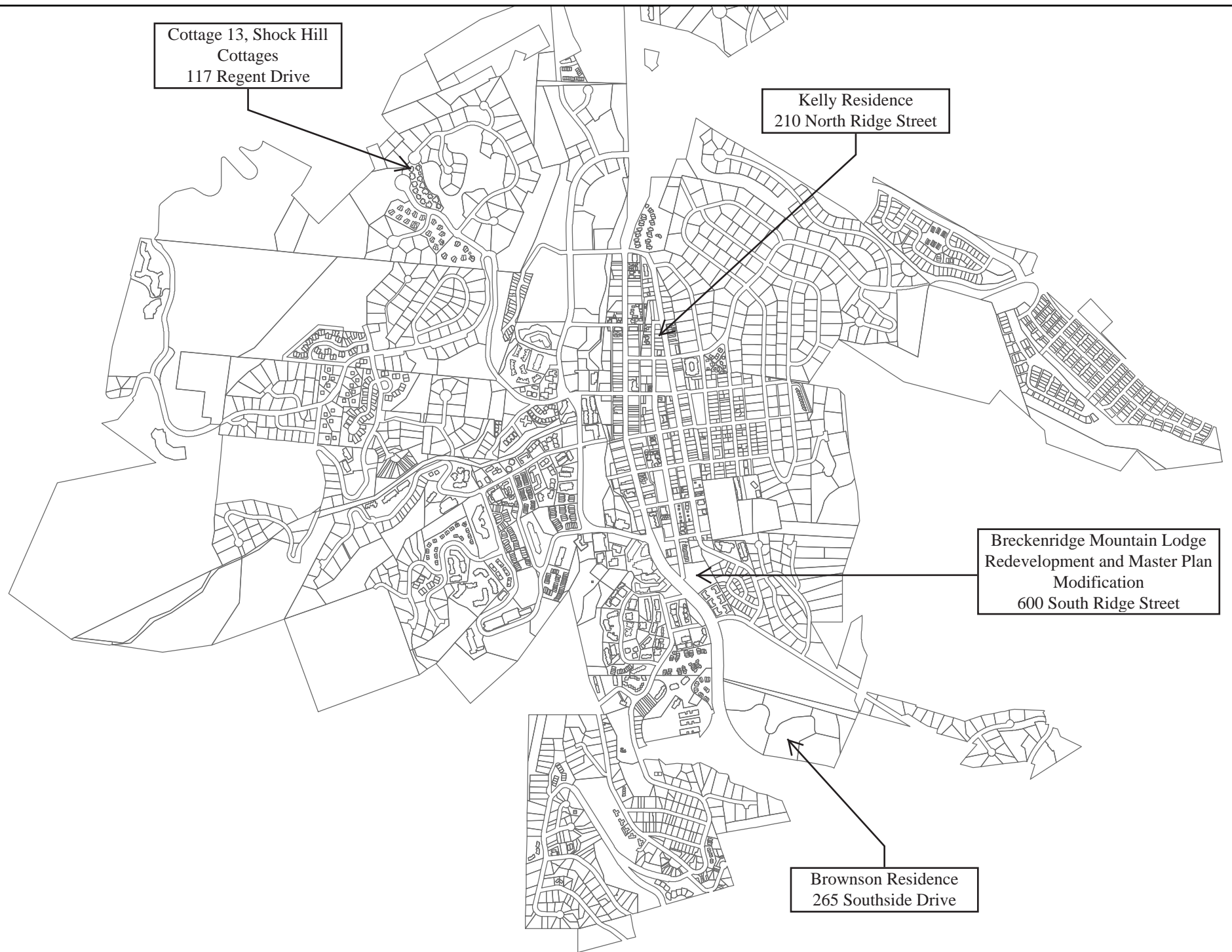
None.

TOWN PROJECT HEARINGS:

None.

OTHER:

None.

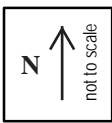


Cottage 13, Shock Hill
Cottages
117 Regent Drive

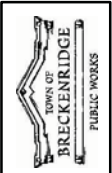
Kelly Residence
210 North Ridge Street

Breckenridge Mountain Lodge
Redevelopment and Master Plan
Modification
600 South Ridge Street

Brownson Residence
265 Southside Drive



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 7:01pm

ROLL CALL

Jim Lamb Eric Mamula Kate Christopher
Gretchen Dudney Ron Schuman Dan Schroder arrived at 7:05pm
Dave Pringle arrived at 7:07pm
Eric Mamula was absent.
Ben Brewer, Town Council liaison arrived after the first preliminary hearing.

APPROVAL OF AGENDA

With no changes, the July 1, 2014, Planning Commission Agenda was approved as presented.

APPROVAL OF MINUTES

Mr. Pringle emailed Ms. Puester to request his correction: on page 5 of the minutes, under the Lincoln Park discussion, please change “the organic stepping bridge could be dangerous” to “the more formal bridge is necessary because the stepping stones add risk”.

With no other changes, the June 17, 2014, Planning Commission Minutes were approved as presented.

CONSENT CALENDAR:

- 1) Cottage 13, Shock Hill Cottages (SG) PC#2014046, 117 Regent Drive
- 2) Brownson Residence (MM) PC#2014052, 265 Southside Drive

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

TOWN COUNCIL REPORT:

(Heard after the first preliminary hearing.)

PRELIMINARY HEARINGS:

- 1) Kelly Residence (MM) PC#2013111, 210 North Ridge Street

Mr. Mosher presented a proposal to construct a new 2,242 square foot, 3-bedroom, 4.5-bathroom, single family home with an attached 2-car garage.

The Brown Hotel is being restored. The empty dirt lot to the north is going to be subdivided. This is the property furthest to the North, Lot 7B. This is a Preliminary Class B proposal. Staff had no concerns with colors. Those will be presented at the next hearing.

All traffic will be coming off of French Street. No issue with density. General talk about architecture. In historic district, pitches are steep, all natural materials. Proposed roof classically on historic buildings we will see shingle or metal. Rolled seam sheet metal is appropriate. This is not a historic structure. Staff would like to ask the Commission about the smooth sawn shingle rolled seam metal; Staff believes this qualifies as rolled seam metal. More or less a corrugated look. Would like comments on that. Looking at the garage. In the Historic District there is a module size. Average is 1,500; theirs is at 1,570. The house and garage meet this size and are separated by a connector link. The drawings show the house and garage is essentially the same material and painted the same colors. Applicants are adamant in that since they are abutting two different right of ways, the finishes of the house and garage should match. This has not yet been resolved. Per the Code, stain or paint in a color similar to natural wood is appropriate. Staff recommended switching body and accent colors on the garage to use a similar color scheme and differentiate between the house and garage. The proposed landscaping plan, with the addition of two trees, could be awarded positive two (+2) points; at this point they do not need them. Parking again is in the back, pedestrian access is on Ridge Street. Applicants

want to build a built-in barbeque; it will be wrapped in stone that matches the house. Staff felt since it is not located at the front facade, it would be acceptable. Staff saw no negative points incurred and felt they could get positive two for the landscaping.

Commissioner Questions / Comments:

- Mr. Lamb: Is the layout of the house and garage similar to the house catty corner to the post office? (Mr. Mosher: Yes.) That has a finish on the garage that is different than the house.
- Mr. Schroder: Garage and house being same materials? (Mr. Mosher: Not specifically; I don't have clear direction from the applicants yet. I think we are going to work to a compromise. Suggestion to swap accent and body colors to break up the modules more.)
- Mr. Lamb: We have that house across from the bed and breakfast on North French Street; they have two colors as well. (Mr. Mosher: I think it will make a difference on the general massing.)
- Ms. Dudney: To Mr. Lamb's point; there are two ROWs they didn't make an issue at this point. They designed it this way. But isn't it in conflict when we have two houses approved in the last two years that have followed this code?
- Mr. Schroder: There is a front and a back.
- Ms. Dudney: Yes. (Mr. Mosher: We would have them look at the two priority policies.)
- Mr. Lamb: So, you will bring this back? (Mr. Mosher: Yes.)
- Mr. Schroder: Landscaping; they are doing more to get the points when they don't need them? (Mr. Mosher: Yes; if the plans meet the criteria, positive points can be awarded whether the points are needed or not.)
- Ms. Dudney: You are saying they build the house on 7B and then whatever density is left is on 7A? (Mr. Mosher: All of the density on Lot 7 got put in one number. Lot 7B determines the remaining density for Lot 7A. Lot 7A has smaller building area. Physically you will see the difference.)

With this proposal falling within the recommendations of all associated Development Code policies, Staff finds the proposal meets all absolute policies and would qualify for positive two (+2) points under Policy 22R, Landscaping with the addition of two more spruce trees.

The applicant's agent has worked closely with Staff for this proposal. At this first review, we have no major concerns. Staff had the following questions for the Commission:

1. Did the Commission believe the planned front and side yards meet the intent of Design Standards for the Historic District?
2. Is the location for the enclosed BBQ area far enough back from the primary façade to not negatively impact the relationship of this house to others in the Historic District?
3. Staff believes that with the addition of two more spruce trees, the proposed sizes and quantities of the plantings warrant positive two (+2) points. Did the Commission concur?
4. Did the Commission believe the proposed metal roof conforms to Priority Policy 146?

Staff welcomed any additional comments. The Planning Department recommended this application return for final review.

Applicant Presentation:

Mark Provino Architect for the Applicant. The owner is the applicant and late today emailed me a statement they prepared pertaining to the application: "As owners of Lot 7B, Abbett Subdivision we have been informed of a water main through our property. This line was installed and exists without a legal easement and was not disclosed to anyone by the Town until two weeks ago. No legal easement for this line exists and therefore the responsibility & financial burden is not ours. Resolution for relocation of the line should move forward under the direction & cooperation of the Town Of Breckenridge and the Home Owners of Vista Ridge. John & Kelly Kelley." (Mr. Lamb does the water line go through the lot?) Smack dab through the middle of the lot. (Mr. Mosher: This is a unique situation. Applicant is cooperative with the town entities

needed to work this issue out.) The intent was to get their statement on the record. (Mr. Lamb: The Town and your clients will work this out.) I just had one other observation. This is a paragraph from the historic guidelines; it seems like this would fall under “supporting structure “so that could possibly have an impact on your decision on roofing if we make garage look like a barn or we don’t. It’s really not an outbuilding, that’s our perspective. Owners down the street chose to make theirs look old. This does not support and contribute historically. (Mr. Lamb: You heard this group; there is precedent to make this look like an outbuilding.) (Mr. Mosher: The Architect and the Staff will work on this.) Is this a good time to ask about points? (Mr. Mosher: Those will be presented as we work toward the final hearing.)

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

Commissioner Questions / Comments:

Mr. Schuman: 1) It does meet the intent. (All the Commissioners agreed on question 1.)

Mr. Lamb: The enclosed BBQ?

Mr. Schuman: 2) I support it.

Mr. Schroder: 2) I support it.

Ms. Christopher: 2) Yes.

Ms. Dudney: 2) Yes.

Mr. Pringle: 2) Yes.

Mr. Lamb: Positive two (+2) points for the landscaping? (All Commissioners agreed.)

Mr. Lamb: Metal roof? (Mr. Schuman, Ms. Christopher, Ms. Dudney said fine.)

Mr. Pringle: No, I don’t think it is appropriate for the Historic District. Basically a “pro-panel” roof; there is a difference.

Mr. Schroder: Coming into the meeting I don’t feel like I support it.

Mr. Pringle: If we have a different choice, I would prefer that.

Mr. Lamb: I am in agreement, but I can live with that.

Mr. Pringle: If we could look at a different material it’s not the end all. (Mr. Mosher: Per the code “rolled seam sheet metal” is called out separately than corrugated tin?) There’s a difference. (Mr. Mosher: This is not the standard profile.) If they have their roof materials that are rusted to a certain level, there’s just a grey painted metal roof, I’m not sure if that is appropriate.

Ms. Dudney: Code requires rolled seam sheet metal.

Ms. Christopher: I just Googled “rolled seam sheet metal”; it looked just like the proposal. (Mr. Mosher: This has a more complex profile.)

Mr. Pringle: There is a distinct difference between the standing seam and the rolled metal.

Ms. Dudney: What is the difference? (Mr. Mosher: Standing seam has a very sharp ridge and larger flat separation.) It does say outbuildings; this is not an outbuilding.

Ms. Christopher: It is the rolled wave.

Ms. Dudney: Are the roofing materials painted? (Mr. Mosher: They aren’t painted on site. They come pre-painted.)

Mr. Lamb: Sounds like the roof is an issue.

Mr. Pringle: Not a reason to deny.

Mr. Lamb: Any other comments?

Mr. Pringle: I appreciate the windows; this is a much more historic representation. I would insist the garage be any other color and material.

Mr. Lamb: Let’s see what they come up with.

Ms. Puester noted Mr. Brewer had arrived for the Town Council Report.

TOWN COUNCIL REPORT:

Mr. Brewer: Good meeting on Tuesday. We did pass the Triumph Development Agreement on second reading (6-1). We passed the Brown Hotel Landmarking.

Public Project Update: Harris Street, Arts District, Main Street improvements all on schedule. (Mr. Schroder: When are they finishing?) Harris Street late November, early December. Arts District is similar timing, soft opening late September early October. Main Street Improvements are all done; this was a 6 year, \$6 million project. Now it is fully completed. (Mr. Schroder: What about the park?) There is a little delay on the Main Street Park; the bid came back too high so we are still in negotiations. (Ms. Dudney: Can I ask about the development agreement for Triumph? Can you give me your thoughts as to why you went with this?) (Mr. Mosher: Actually will be better done through the application.) (Ms. Puester: Mr. Brewer, you can answer that since you will not be present for the presentation on the application.) I would say the benefits would be that a property that is pretty dilapidated will be rebuilt. It will be a Residence Inn and they are part of the Marriott marketing system, so presumably there will be a lot of new people coming to Town. (Ms. Dudney: Is that a hotel? Not a timeshare?) Yes, it is a hotel. I was the one person to vote against the proposal. I might not be the best to explain the merits; however, I stand behind every decision the council makes. I personally had 5-6 positive points and 7-8 concerns. The agreement transferred density to the site; they will be purchasing TDRs. Public benefit was \$20,000 total plus TDRs which come to the Town and are shared with the County. (Mr. Stais, Architect for the Triumph Development project: Roughly \$1.2 million.) (Mr. Lamb: What's a TDR running right now?) (Ms. Puester: Close to \$52,000.) Discussion of density at Main Street Junction.

Ms. Puester: One more item I would like Mr. Brewer to take back to Town Council. Planning Commissioners, a few months back we discussed revising LUDs 17 and 18 to remove duplex zoning. It is actually an extensive process, would have to notice all residents in those districts. Does the Commission feel like the removal of duplex structures is important to continue? There are only a few lots left out there. (Mr. Lamb: How many?) 3-4. (Mr. Pringle: I think we need to proceed cautiously.) (Mr. Schroder: Seems like a heck of a lot of effort for a very small return.) (Ms. Dudney: This came up in relation to a project that came to us in the past year? I don't remember asking the Staff to get rid of duplexes.) (Mr. Lamb: Did it have good massing, did it have appropriate module size?) (Ms. Dudney: I don't have an opinion.) (Ms. Christopher: I agree with Mr. Schroder; seems like large effort.) (Mr. Schuman: I agree.) (Mr. Schroder: It can be single families?) Yes, it can be single family or duplex. (Mr. Lamb: I agree a lot of effort.) (Mr. Pringle: We need to apply code clearly.)

Mr. Brewer: Pinewood II project (it was called Pence Miller): We have been looking at how to make that project work, how to fund it, what it would look like. We are leaning towards not only being the general, but the bank as well, because it saves a lot of money. We did target a lower income population. (Ms. Dudney: Rentals?) These would be rental units, yes. About 32-36 units. (Mr. Pringle: Are you contemplating any more Pinewood units?) Yes. (Ms. Dudney: Are you maximizing the density?) (Mr. Pringle: Well we gave them the density.) The subsidy was more than \$3 million; benefit of being the bank is we would have income coming back into the housing fund.

We discussed BOSAC helping to fund a project restoration of Blue River from Coyne Valley Road north. \$4 million project would restore the river near CMC where it goes under ground. Hopefully more meandering path and above ground. (Mr. Lamb: When would that start?) As early as the end of this year. Three year, three phase project. An awful lot of excavation and preparation. (Ms. Dudney: Between Coyne Valley and the Shores?) Exactly. Stan Miller did about a \$1 million restoration; it would bring up to that. BOSAC would pay 30%; the rest would come out of the general fund, since McCain was purchased with 30% open space funds. Expense that over longer period.

Recreation Department Annual Report: Amazing how many people use recreation. Cost recovery for the recreation center is looking better and better. We still subsidize, but it's looking better and better every year. (Mr. Lamb: What is the percentage?) Now you put me on the spot; we subsidize to the tune of \$2 million. We did not get to town naming policy, we were here until 11pm. (Mr. Schroder: I thought the names were in a bag somewhere, we just pull them out. But we don't!) Right, we reinvent the wheel every time something needs to be named.

(The Commission took a five minute break.)

PRELIMINARY HEARINGS (CONTINUED):

2) Breckenridge Mountain Lodge Redevelopment (MM) PC#2014034, 600 South Ridge Street

3) Breckenridge Mountain Lodge Master Plan Modification (MM) PC#2014033, 600 South Ridge Street

This will be quite detailed as there are a lot of the public here; there is a complex application and a complex development agreement. These two applications are entwined. This is a Class A Preliminary Hearing.

(Master Plan) Mr. Mosher presented a proposal to modify the existing 1998 Breckenridge Mountain Lodge Area Master Plan (PC#1998-059) for Parcel B in association with an application to redevelop the property for a hotel with a small portion of commercial use (PC#2014034).

Mr. Mosher introduced the Applicants: Michael O'Connor with Triumph Development, Mathew Jalazo with Urgo Hotels, Mary Hart with Mary Hart Design and Matt Stais, with Matt Stais Architect. (To the audience and Commission) - Everybody here is familiar with where this property is.

Development Agreement sets limits, and like a Master Plan, does not guarantee the Applicant will be able to get all these things. It is up to Planning Commission to review height, density, etc.

The applicants are seeking to modify the existing Breckenridge Mountain Lodge Area Master Plan in order to accommodate the design of a proposed hotel.

This is a proposal to redevelop Lot 3 of the Breckenridge Mountain Lodge Area for a hotel with a small portion of commercial use. Through an approved Development Agreement (June 24, 2014) with Town Council the applicants will be allowed to:

1. (Policy 2, Land Use Guidelines) Increase the allowed density on this parcel by up to a maximum of 25 Single family Equivalents (SFEs) via Transferred Development Rights (TDRs) through the Town/County TDR Program, with no negative points incurred for doing so.
2. (Policy 3, Density/Intensity) The SFE multiplier associated with Hotel use (1,380/SFE) will be utilized for the proposed development even though the proposed rooms will have small kitchens instead of SFEs associated with a Condo-hotel (1,200/SFE). Marriott has this kind of quality. Kitchens will be small and have a small fridge, microwave to pop popcorn, ability to boil water for tea, etc. Agreement gives them density via this policy.
3. (Policy 24, Social Community) Allow an increase in the allowed mass for amenities from 200% to up to no more than 400%. Our Code allows 1 square foot for every 35 square feet to be put into amenities; mass is everything above ground on this property.
4. (Off Street Parking Regulations) Decrease the required residential parking, if a written analysis prepared by a qualified parking consultant is found to be acceptable, to 0.74 parking spaces per hotel room. They have provided a parking study with this. Also would provide shuttle and valet service so impacts of peak days won't affect the property as much.

Benefits: Landscaping along the path and in the CDOT ROW would be enhanced.. Improvements and maintenance to trail are proposed. Total monies towards art and landscaping (\$20,000) along with the funds for the TDRs.

The Applicant chose to look at underlying density for this property. This property had density taken off of it with the original Master Plan and placed on abutting properties. Based on the commercial use here, the Land Use Guidelines would allow 74,740 square feet of residential density. At this time, the application shows 64,690. (Mr. Pringle: When you say that is less then allowed, we understood that the properties, that the density was transferred off. The density is there, just not on this property.) Correct.

The back building sits much in the same location as the current Lodge. The new structure is meeting all

setbacks per Policy 9/R. Plenty of space for landscaping along the west side.

With this modification to the Breckenridge Mountain Lodge Area Master Plan, the total *allowed* density and mass are proposed to be defined. The development will be reviewed against these totals defined in the Master Plan and the related Policies in the Development Code. Staff will review the Parking Study at a future meeting with the development application. Staff welcomed any Commissioner comments.

The Planning Department recommended this application return for a final review.

Commissioner Questions / Comments:

- Mr. Lamb: They have done this traffic study? (Mr. Mosher: Correct. Staff has not reviewed what will happen at peak times and any proposal from the applicant on how this will be mitigated. Applicant has proposed possibly having a shuttle, remote parking for cars, etc.)
- Mr. Pringle: The Village came through with another scenario to achieve lower parking counts.
- Ms. Dudney: Our discussion on condo-hotels; what is to prevent conversion? (Mr. Mosher: A covenant running with the land added as a Condition of Approval. Staff will come back with this discussion.)
- Mr. Lamb: Do we all like the covenant idea? (The Commissioners stated yes.)
- Mr. Pringle: Whatever is the strictest means possible.
- Mr. Lamb: Addressing the current concerns with Condo-Hotels (to the audience: We look at condo-hotels as having meeting rooms) and are the coming back to convert this common area to a new private condo. Council saw that if that's a benefit, we would like to see that.
- Mr. Pringle: Also economic benefit to developer; 1,380 square feet from 1,200 square feet. We don't want that to get reversed. (Mr. Mosher: We did not assign any negative or positive points as of yet.) Is the wording strong enough? I am fine with 1,380 square feet, but is wording strong enough to ensure we get the correct amount of density? (Mr. Mosher: At this point it's well below what LUDs could be.) I think as far as the Master Plan goes, we are fine; it will be when we get down to the development. The 1,380 square feet is fine; the Master Plan is fine; but I don't know how many SFEs there will be; none of those are guaranteed.
- Mr. Lamb: Approving this part does not mean we approve all of it.
- Ms. Christopher: I agree with Mr. Pringle.
- Mr. Schuman: This does not compare to Peak 8 parking. At Main Street Station the parking is underground which is a huge benefit. I worry that we will have all this parking full at all times of the year. The number may not be adequate.
- Ms. Christopher: Is the parking only for the use of this lot? This is not public parking? (Mr. Mosher: Correct, this will be for the residential, employees and for commercial use.)
- Mr. Schroder: Everything is written in Cool Whip at this point; I support what Staff has presented.
- Ms. Dudney: I agree if the Town Council have made the business deal and given us the zoning code to apply to this parcel, then it has to apply to all other aspects. Key to the parking will be the credibility of the study.
- Mr. Lamb: I agree these are the guidelines and now we go to the next step. I share Mr. Schuman's concern about the parking. If I have to park off site after paying for this; it cheapens the experience.

(Redevelopment) Mr. Mosher presented a proposal to redevelop Lot 3 of the Breckenridge Mountain Lodge Area for a 3-story, 130 room hotel with a small portion of commercial use. Parking would be located to the north and internal to the development with 101 spaces. Again, Class A Preliminary. (Mr. Mosher showed the Transition Area and outside the Transition Area on the site plan.)

Staff has been working closely with the applicant and agent for this first review. With the overall scope of such a complex development, Staff focused on the policies associated with the architecture, height and general site issues. Engineering Staff is currently working with the applicant on the site drainage details. We

are planning a site visit with the Commission with the next hearing to review the proposed development on this property. Ms. Mary Hart with Mary Hart Design is present to discuss some of the landscaping. I believe they are looking for positive four (+4) points for landscaping at final review.

Policy 5 addresses portion outside the Transition Area; Policy 24 addresses portion within the Transition Area. The design goals serve a purpose to preserve our Historic District. Any future development should reemphasize the reestablishment of a grid. South Main transition is Transition Area 14.

Placer Ridge Townhomes are directly to the north of this property. They abut the Historic Dipping Station and some of the very outskirts of the Historic District. This area is very much residential uses; the forms are broken up. Discussion of materials and finishes are probably concerns the public has. Roof forms, massing. The site doesn't support standard a grid that is perfectly parallel at the intersection of South Ridge and South Main Streets. The site curves. There is 130-foot building separation between Placer Ridge Townhomes and the proposed building.

The ski shop is currently on the south portion of the structure. Mr. Mosher showed the massing portion located within the Transition Area as opposed to the massing located outside. With Staff's direction, since we're at the edge, the larger massing gets further away from the sidewalk as it curves away from the building. Building steps up to the rear. Front at the west is 1.5 stories; rear is 3 stories.

Would the Commission prefer the stepping of height to occur outside the Transition Area? (Ms. Dudney: You didn't tell us how the Staff felt on that.) Still being evaluated, but we would like Commission interpretation of this policy. Staff believes that this mass may be far enough away that sense of pedestrian scale is preserved. The glass area has been reduced as far as solid to void since earlier submittals; roof forms, gables and shed elements, The roof forms are more broken up in the Transition Area. The ski shop definitely abides by this to a tee.

Policy 34: Enhance pedestrian experience. There are pedestrian sidewalks from the parking area as well as from the ski shop west area. Code asks to "Create areas that encourage pedestrian use". Ms. Hart will cover this more in her presentation. Building steps in an out continually around the structure. More in some locations than others. All of the proposed roofing material will be asphalt shingle. Exterior material is cementitious siding with some wood trim. Soffits are natural cedar. Colors will also visually break up the building massing. Currently the applicant's plan would provide any employee housing off the property. The amenities are comparable to other projects that were awarded positive three (+3) points. We classically have awarded positive points when applications exceed the minimum requirement. At this time and based on the current density for residential use, this application is required to have 1,860 square feet; showing 6,000 +/- square feet. Ski lockers, storage facilities, meeting area

Negative points will be incurred for the building height. Just shy of 38 feet; negative ten (-10) points. The building is U-shaped and steps down at the ends. Comparable in design to Grand Lodge at Peak 8 (Colorado Grand) which received positive one (+1) point for stepping down. However, this does not step down at the corners. At the west elevation: the top ridge is about ten feet higher than the building that is there now. With direction from CDOT, Engineering staff, Planning Staff requested the applicant eliminate the Main Street Highway 9 access and take the access off of Ridge Street. As a result, this access is the only means service trucks and customers will use to access the property. There are concerns with regard to circulation. There were also public concerns about the proximity of parking to Placer Ridge. The parking for Placer Ridge is one way in, one way out. Staff suggested adding a berm between the Placer Ridge property and the parking lot for the proposed building. (Ms. Dudney: What is the height of the Placer Ridge property?) 26-feet to the mean.

Although this is a Preliminary Hearing, there are 9 questions. Staff had the following questions for the Commission:

1. Did the Commission believe the portions south of the ski shop, which are further away from the sidewalk, convey an adequate sense of pedestrian scale in the Transition Area?
2. Did the Commission believe the solid-to-void ratio of the portions of the building in the Transition Area has been satisfied?
3. Did the building adequately provide a variety of setbacks?
4. Did the Commission believe the variety of architectural detail east and south elevations are too similar?
5. Did the Commission believe the Amenities warrant positive three (+3) points?
6. Did the Commission support the transition to taller building heights (over 2-story) inside the Transition Area boundary rather than outside the boundary?
7. Did the Commission believe the roof forms step down at the edges and warrant one positive (+1) point?
8. Did the Commission agree with Staff regarding increasing the landscaping for positive four (+4) points?
9. Staff recommended positive two (+2) points for screening most of the parking. Did the Commission concur?

Staff welcomed any additional comments. The Planning Department recommended this application return for a second preliminary hearing.

(Ms. Dudney: (To the audience) - The issue regarding height. In the LUD guidelines anything above 2-stories is discouraged. But you are allowed to go higher than that with negative points.) Correct. (Ms. Dudney: In Transition guidelines, I don't see anything Absolute about height. There are some illustrations in the Transition guidelines that give some examples. Those are meant to be samples of what would be good?) Yes.

Applicant Presentation:

Mr. Matt Stais, Matt Stais Architects: Representing our project team. Working with Mr. Mosher for about six months. Mr. Stais introduced again Mr. Michael O'Connor with Triumph Development, Mr. Mathew Jalazo with Urgo Hotels, Ms. Mary Hart with Mary Hart Design.

Mr. O'Connor will discuss the merits of the site.

Mr. Michael O'Connor from Triumph Development and Mr. Mathew Jalazo from Urgo Hotels: We are the co-sponsors on the project. One of concerns we have heard is our background, we will go through some of hospitality projects we have done elsewhere. What we are talking about is a customized product specifically for Breckenridge. The Willows is a Vail boutique condominium hotel. Tivoli Hotel Vail, Sonnenalp Hotel Phase 2 Vail, we added 43 keys and 6,000 square feet of amenities in that phase.

Mr. Mathew Jalazo, Urgo Hotels: 32 hotel portfolio; every one custom designed for the location. Mont Tremblant Residence Inn; 127 guest suites, ski in ski out. Homewood Suites, Mont Tremblant feel like it is a piece of the village. Whiteface Lodge is a property we manage in Lake Placid NY; it's a lodge style.

Mr. O'Connor: This site is one of very few sites that a hotel can be put on in Breckenridge. 2.6 acres is not big enough for full service hotel; perfect size for select service. Land Use District allows for project of this size; critical variable is there is existing development on site, so current water and sewer fees are paid for. Existing lodge in Town even though shuttered. Walking distance to Main Street and to skiing. In one of those spots you can come and stay at this hotel, you don't need to rent a car. The magic is that it is so close to Breckenridge's key amenities, Main Street. There are restaurants nearby; so, we don't need to build restaurants. Not a time share project. Not a condominium project. Even though we could go to 4- stories, we are keeping it to under 3- stories. Let's improve the aesthetic as you come into town. The original Master Plan was done in 1998 to facilitate the development of Main Street Junction. 18.2 allows 1:1 FAR for residential project. They significantly up-zoned the Main Street Junction portion of the Master Plan. They got 40 SFES.

What we are trying to do here, we could do 52.4 SFEs; but, we are proposing 48.9. (Ms. Dudney: Are you the owner and operator of the hotel under the Marriott flag?) We will be the owner; Urgo hotels will operate the hotel. (Ms. Dudney: Why did you pick Marriott Residence Inn?) The Marriott flag; the reservation system is extremely influential. The Marriott flag is powerful. Once you get under the Marriott flag, you have more restrictions. Their select service brand is more flexible. This one doesn't have a restaurant. The rooms themselves, they cater to people who are staying for 3-4 nights. Three 2- bedroom suites in the whole project. The rest are basically large one-room hotel rooms.

Mr. Stais: Quick overview of site issues. In terms of Historic District Transition Area; there is no grid along Ridge Street. The reason there is one Master Plan from Boreas Pass to the dipping station, historically there was one building that went this entire length, the Tonopah Shops; there was a big building on this site 100 years ago. 1/3 of our project is in the Transition Area. The closest historic building is several properties away. The surrounding properties are not historic. The original proposal was for both curb cuts, a west facing porte-cochere; that did not meet with Staff approval. When we reached Version 9, we pushed the bulk of the building closer to the street to engage the pedestrian and create yards. Added ski shop, maintained setbacks. Location of existing pool is about 30 feet above the street.

Ms Mary Hart: Landscape Architect for the project. Three priorities: first was respecting the Conservation District Standards; screening parking. Second, provide strong pedestrian connections, not only connecting to neighbors but to outdoor space. Looking at several pedestrian connections, and continuing the trail that currently ends at the hardscape. Last priority is landscaping and how it connects the design. Incorporation of more water efficiency in planting materials. With the next version you will see less lawn. We will revegetate and work with CDOT to approve the improvements. Will continue to work with neighbors to address solutions. Buffers that don't block views. Intend to continue to work with Staff to get to positive four (+4) points. Have guide of previous projects, most recent being Grand Vacations at Peak 8.

Matt Stais: Build design: we are trying to respect the Conservation District; step massing down, break up building mass, capture west views through hearth room. Main level ski shop, few amenities, garage back of house as building goes lower in ground due to grade change. First level rooms except for ski shop. Second level rooms and amenities including pool to mimic what was there. Third floor, units on south and east side of property. Few if any impacts on shading due to orientation of the building. Cementitious siding for entire building. Stone on base, two cementitious sidings. (Ms. Dudney: How much stone?) We initially had much more stone on faces and along the base, we had the whole first floor with stone, but we talked about less stone more of a wainscot. Around the corner running back toward trail, lower level in stone. Basically stone wainscot on the base of the exterior. The one piece of public art is in the CDOT right of way. We want to keep as much of that existing landscaping as we can. Our mean roof measurement is below Main Street Junction. Preliminary point analysis: we realize we are going to get negative points for height. Offset with amenities, screened parking, trash, landscaping, roof forms step, shuttle. Feel we are within range. (Ms. Christopher: Roof forms stepping down are you calling that two links?) My take on that is at the conservation district that is closer to the street, and also at the door we are open to input.

Mr. O'Connor: We have shown how the grade works, this corner (southwest) steps down. Relation to neighbors steps down.

Commissioner Questions / Comments:

Ms Dudney: Talk to me about the access road, single road in and out. How did you get reconciled? (Mr. Mosher: It was what the Historic Standards describe and wanted to see that the parking is not in the front, porte-cocheres are not historically accurate.) What about another access a tunnel through some way? (Mr. Jalazo: Everyone is arriving in the concealed porte-cochere portion of the site. People will be turning in but going to the entry, not stopping. There is not a restaurant, minimal deliveries to this property. We can coordinate those for times avoiding

- congestion times.) What about beeping of backing up truck. (Mr. Jalazo: We will have trash for the commercial would but no restaurant so less impact.) (Mr. Stais: We looked at coming off of Highway 9; that was just not going to work. Staff and CDOT looked at many options.)
- Mr. Schuman: You are familiar with site, moving it as far to the north, cars backing up. The congestion is going to be on Highway 9; you'll have some traffic. (Mr. Stais: You have the congestion on our property and you have the congestion on Ridge Street.) Which has been increased with one access now. (Mr. Stais: Breckenridge Mountain Lodge is not operating, but there are commercial uses as well as parking used for others.) Have you thought about balconies? (Mr. Stais: We did give consideration to the four main level units with private patios; there are no other balconies.)
- Mr. Pringle: 28,000 square feet of common area; can that be compressed? Seems like a lot. (Mr. Stais: Includes the garage. Three types of parking indoor parking is around 11,000 square feet. Covered parking. Digging out area. Going to bury the parking under our three story building on the east side. Includes the garage, stairways, hallways.) (Mr. O'Connor: 10-11000 square feet of garage; a lot of corridors. Plus the lobby has some common areas and back of house areas.) I didn't understand what all the common areas were.

Mr. Lamb opened the hearing to public comment. Ms Puester directed the public to please feel free to comment on both presentations. Master Plan and the Development.

Ms. Becky Roberts: I am the HOA President for Placer Ridge Townhomes; We had a list of comments. I appreciate the design presentation tonight. Big concern right now is traffic congestion along the right of way. Big difference between a few snow plows and several hundred vehicles a day coming into the property next to ours. Summarize where our concerns are, congestion on Ridge Street, light and noise to the south of us. Noise: you do have food service because you have breakfast area and bar area, there will be traffic for that as well. Thank you.

Ms. Holly Hatcher: I am a resident at Placer Ridge Townhomes. We are excited about this development; we have known about the potential redevelopment since we purchased our property. Concern is 10-foot separation space between the parking area and our property; that is 10 feet from our home and our property. There wasn't a year I wasn't in your offices talking about the snow removal there. They have damaged our sprinklers, they have damaged our lawns. We also have had pet issues. Will there be pets allowed? (Mr. O Connor: There may be.) (Mr. Jalazo: It will be very rare for guests to bring pets.) Our lawn is the "Official Pet Walking Area" for Breckenridge. The entrance to the north is right next to our driveway. We are not a historic property but we are a residential property. The redevelopment of Ridge Street has been tremendous over the past ten years. We are residents; we live there; I don't think you would want the congestion in your driveway. You will be responsible for the SFEs FARs LUDs but where will the snow be going? I trust you to watch our backs. One more question, several times you mentioned working with the neighbors, we have not been contacted, we got no mailed notice about this or any other hearing. We would like to have open conversation with you. Thank you.

Ms. Lynn Crowell, 113 Powder Ridge Drive: We have owned in the area for over 20 years, we were in the area when there were paddocks. The density shift that went to Main Street Junction with the original Master Plan took away a lot of our view; we are concerned, with this modification, this will take away the rest of it. The density issue has been addressed, the point I want to make is the density shift left the density at Breckenridge Mountain Lodge the way it is today. They are now almost doubling the density that is there today. This is going to be a big project. What they are not showing you, is what it is going to look like from our perspective and from Main Street Junction. What we are going to see is not what Breckenridge Mountain Lodge is today, a long skinny building, we are going to have what looks like two large buildings. Would like to see southeast perspective presented. (Mr. Stais showed the perspective.) That's what it's going to look like, row and rows and rows of windows looking at us every day. I am glad there are not going to be balconies, so

we don't have people outside yelling on balconies the way we have with Breckenridge Mountain Lodge. We are concerned with the height. Per the Lands Use Guidelines, it should be 2-stories; it's going to be 3. Can we compromise, have three stories but maybe lower portions into the ground further, maybe make floor-to-floor heights 10-feet, use the upper volumes of the roof spaces too? We have to question whether this is the density Breckenridge wants in this area? Surrounded by three residential developments, Main Street Junction, Main Street Station and Placer Ridge Townhomes. This is one of the larger ones, room wise, these developers have done. I saw 104. This is now 130; it's a big hotel. (Mr. Lamb: Were you noticed on this meeting?) Yes, I was. I did see a visual presentation by the applicant from one of my neighbors and I know why I don't have one; it's because it's not going to look good. District 18.2 is a transition between commercial and residential. Zone and Master Plan was transition between the two. You are talking about plopping a large hotel in the middle of three residential locations. Our opinion is that it should be smaller residential development. If you believe hotel is best use, we would like you to consider a smaller property; that would help resolve some of the issues discussed tonight, including the parking. Lastly we would like to offer that you take the sidewalk off of our site and it would be beneficial to see our perspective. Like Placer Ridge owners, there has not been a great effort to deal with some of the neighbors. I have other issues, but will save for next meeting. This meeting is on architecture and density. Façade is better but you can still see that long straight edge. (Mr. Lamb: This is not the only meeting we are going to have.) The trail is important issue. (Mr. Schuman: did you present your concerns to Town Council?) Yes.

Ms. Hatcher: Does the trail go behind Placer Ridge? (Mr. Grosshuesch: There is an easement back there.)

Mr. Dick Richardson, Homeowner and President of the HOA for Breckenridge Mountain Village east of the project: We are 34 homes. This is a little bigger than we would have liked. One of our main concerns is the trail, the Main Street trail starts at French Street and Boreas Pass Road. Right where it turns down, we have stair step access. Unimproved dirt now, so people walk down to the existing parking area pavement. What we want to see is all weather, all season access for the trail; I see paved and soft surface here, (indicated on site plan). That means no maintenance in the winter. (Ms. Hart: Is the trail plowed behind Main Street Junction?) No, it's not; we shovel our steps. The other thing is making a statement about the parking and traffic. I avoid the intersection now. The traffic is going to increase. Our board has been lobbying about some kind of a crosswalk across Highway 9. There is a lot of pedestrian traffic across; people running for their lives across the highway. We need some kind of crosswalk here; I don't know if a traffic light is a possibility.

Mr. John Listek, Attorney for Gallaghers and Weinsteins, they own Lots 2 and 3 Powder Ridge Subdivision, which are higher up than Ms. Crowell's property is. Composite picture shown was taken at my client's lot, seeing that perspective they are generally ok. Much like Ms. Crowell, not thrilled they will be looking in hotel windows from their lot, but feel landscaping can help. Lots 2 and 3 don't have a concern with blocking of their views as they are higher up. Both have concerns about parking impacts and about parking going around and into the parking lot. In busy times, people already are trying to park in our neighborhood illegally.

Mr. Mike Hatcher: I am married to Holly Hatcher and also reside at 520 South Ridge in Placer Ridge. Affecting not only Placer Ridge but other residents of the city here. Why the entrance on Main Street got nixed, maybe they didn't want to go against CDOT. There is a lot of noise there now. The Brewery deliveries are there at 7, 11, to 2 in the afternoon. As citizens, we need to be concerned. During busy times, people cut through the existing parking, including Red White and Blue to avoid the congestion at the highway intersection. The owner talked about being a hotel where guests will book 4 nights. Where are folks from Denver going to do? They will bring their cars up here. Folks staying four nights will want their cars. Will all employee parking be off site? How are they going to get there? For pedestrians, you showed the walkways. There is no sidewalk on our side, if you put the sidewalk to the north, all the people will walk into our private property, there is no sidewalk. The city needs to deal with the congestion. Ridge Street was never designed as a traffic street. In the past ten years we have had a lot of development in the city. Highway 9 is designed for the traffic. That is where all the traffic needs to go. I would challenge the Commission to send it back to staff

to redesign the way the professional had it originally. Thank you very much, I appreciate your service.

Ms. Crowell: As you can see there's been a lot of attention paid to the congestion and Highway 9. The building goes up three stories and you're going up in elevation. Not sure why three stories wasn't on highway 9 and then to two stories in the back to keep the building the same level.

Ms. Linda Craft, 84 Deep Powder Circle, Breckenridge Mountain Village, the residential home property behind the project: Presentation has been wonderful. Looks different on paper compared to a resident's point of view; I've been a resident and taxpayer in the city for 20 years. Roof line after roofline after roof line that shows a density problem. Parking off site at ice rink; that property is already overflowing all ski season long. Ski season is long and we are grateful for it, but if you are negotiating from the ice rink to the brewery you are taking your life into your hands. It sounds like the Town Council has already approved the project and now it gets handed off to the Planning Commission to do the final review. I ask the Planning Commission to take into consideration there are three residential homeowner areas immediately around this project. Thank you for all the work that you do. (Mr. Lamb: I like the idea of a site visit.) (Ms. Puester: We can do one for the next meeting.)

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

Mr. Stais: I'd like to talk about the congestion problem. I have heard there are issues with deliveries to the Breckenridge Brewery; with all due respect, we are not going to respond to the Breckenridge Brewery issues. As far as Red White and Blue cutting through, CDOT, Town Planning Staff, Town Engineering Staff stated the Highway 9 access absolutely that needs to be closed. Der Steirmark, Mi Casa, Village at Breckenridge had similar issues a few years ago. All of these are valid points, but some are beyond scope of what we addressed so far. As far as the trail goes, the Town of Breckenridge dedicated easement for the soft surface trail, can certainly talk to BOSAC about it. No getting around that the proposed buildings are taller than current building. (Mr. O'Connor: I think Mr. Stais can echo this as we have studied the site. Building height there is a substantial amount of grade change, rather than pushing back into the setback and being able to go three stories from there, we have intentionally pulled the building up and tried to work with the existing topography as much as possible to minimize the impact. The building height I know is a sensitive issue. Making additional setbacks along south and east and have building comply with the requirements. Parking we are going to discuss, the last person who wants to deal with a parking issue on site is me; I live here I will have to deal with guests who can't find parking. Is every person going to show up with a car, are most people? Yes. Is everyone? No. We have studied it, we are confident in our studies. Do we have to convince you? Yes. Have we proposed something in line with other projects? Yes. We have had to do some underground. How do we, as a community, come up with a plan that deals with the parking at critical times. Build the church for Easter Sunday? Parking is what we do not want to build too little of. You've got tools in the toolbox to use. (Ms. Puester: We are getting pretty detailed into the parking when we have not address it in this portion of the application. Focus on the issues in the Staff reports)

Commissioner Questions / Comments (Continued):

Ms. Dudney: Where do you stand with traffic light at Ridge and Highway 9? (Mr. O'Connor: We have been relegated to the one access point.) How about CDOT, Town Engineering? (Mr. O'Connor: We have gotten preliminary review from Engineering and Staff; that is what we are working with.) (Ms. Puester: At next hearing we can address this concern.)

Mr. Lamb: Questions that were posted, do we need to proceed to those? (Ms. Puester: Please note if any of public comment has related back to the Master Plan.)

Mr. Schroder: Our job is to take the Town Code and apply the Code. Architectural compatibility; is it ok we go from ski shop which is appropriate height and then step up outside the transition area? Is that acceptable? Is that absolute or is that relative? Given a preliminary hearing, Staff and Applicant have gotten a lot of good comments. I would support building height transition

within the Transition District.

Ms. Christopher: On that note, adequate pedestrian scale, I don't feel that there is adequate pedestrian scale.

Mr. Schroder: 1) Ski shop; is that actually within the Conservation District? Do we ever say it's ok? That pedestrian scale is ok because the path pulls away from the building or is it always bigger no matter how tall a person is? Can't answer that. 2) Solid to void is satisfied. 3) Setbacks are all met. 4) Architectural detail, are they too similar? It's a hotel, how dissimilar should it be? I think its ok. 5) Still hanging out on 3-points for the amenities. 6) Yes, support. 7) Roof, no, not one positive point because of Ms. Christopher's comments. The inner corners still seem to be pretty abrupt. 8) Probably is. 9) Pretty much would support.

Mr. Schuman: 1) Yes, they are adequate. 2) Good. 3) Yes. 4) Details are fine. 5) Does warrant three positive (+3) points. 6) Do support the transition to taller buildings inside transition area. 7) Roof forms do step down. 8) Not convinced they should get positive four (+4) points for landscaping yet; we give four points too easily sometimes. 9) Do support positive two (+2) for screening.

Mr. Pringle 1) Yes, adequately addresses only one component that does not work for sense of pedestrian scale elsewhere. If there is a way you can finesse it this iteration. Has stepping right at only one corner. 2) Elevation A301 shows solid to void ratio with three banks of windows and transoms above. Does not adequately reflect residential type of architecture; still trying to get residential feel. Need to look at in greater detail. 3) On front side probably does, on south side does a disservice to the neighbors, sympathetic to them with view of a wall of rooms, not sure how to address that. 4) I don't think so necessarily. 5) I guess that we would treat this in a similar way but I am still not sure what those amenities are. 6) I don't support the total height transition inside the Transition boundary; I would like to see a blend between the inside outside Transition Area. It works fine at ski shop; should continue deeper. At southwest corner immediately off Highway 9 they are looking at 3-story building that is as close to Highway 9 as this building gets; need to come down from the sidewalks. 8) If Ms. Hart says she can get 4 positive points, I think she will. 9) Are we talking about two positive points for public parking or are we talking about two positive points for screening parking? Not quite sure about that. Northwest perspective; problem I have is that taken from the top floor of Main Street Station. I would like to see perspective from street level right next to the building. This hotel is supposed to be guaranteed as a hotel in perpetuity; don't know if that's a Master Plan issue, but this is tremendously important. I am a little bit uneasy about the fact that all of the original density from this Master Plan is still within the projects and because a significant portion of it was transferred off of this lot to support other properties in this Master Plan doesn't mean we should be able to transfer in even more density. Because the density did not go away it just got redistributed. When you don't like it on paper you're likely not going to like it when it's built. Town Council granted too much density in the Agreement; we need to look at halving that. I know we need to add more density, but the amount added to it is excessive to the degree that this project can't be built. The community is concerned as well. We need to look at a significantly reducing the project. (Members of the public applauded these comments)

Ms. Dudney: General comments: An individual could have problem with density and problem with this as a hotel; Town Council has already addressed that in the Agreement. My job is to review this project to see if project is in compliance with the Development Code. I have some personal things about this if I might like to change it, but I am going through these questions. 1) Yes. 2) Yes because those windows Mr. Pringle points out are back from where side is. 4) Ok. 5) No. 6) Amenable to positive three (+3) points, yes. 7) Adequate transition has been made; designers have done a tremendous job getting this project onto this site. 8) Yes, one positive point (+1) personally love to see step down at southwest and southeast corners, but still give one positive point (+1). 9) Landscape; don't know enough but agree.

Ms. Christopher: 1) Ski shop is a good pedestrian scale; whole section might not be pedestrian scale. 2) Not

residential feel with big windows, but adequate points away from street. 3) I don't think north or south side has adequate stepping setbacks especially with the traffic there. 4) Pretty similar. 5) Positive three (+3) for amenities? If Staff feels precedent I agree, but only see swimming pool as the one amenity. 6) Maybe if we can increase the residential identity and character. 7) More step downs need to occur on the U shaped sections. 8) Could warrant positive points if significant landscaping on north side. 9) Screening parking; there's a lot of parking but a lot is hidden, positive two (+2). My biggest concern on 3-stories being so close to neighbors.

Mr. Lamb: 1) Agree that ski shop does convey sense of pedestrian scale. 2) Fine. 3) Fine. 4) With Mr. Schroder; would look funny if it didn't look somewhat similar. 5) Clear precedent for positive three (+3) points. 6) Ties to 1; forms could step down more, should step down more to get the points. 7) This needs a bang up job to buffer it because in fairly dense area; needs really good plan for positive four (+4) points. 8) Good precedent for positive two (+2) points for parking. 9) Under Development Code this works with flexible zoning now it comes to us for the fit test. We don't have to go with maximum density if we feel this project is too dense; we have the ability to bring this down to the level. We need to be Code wise.

Ms. Christopher: General comment: I am concerned about Ridge Street access and pedestrian safety; maybe Town Staff can look at pedestrian safety as well as vehicular safety.

Mr. Lamb: Thank you to the public for showing up and making comments. (Mr. Stais: In terms of our next hearing we will work with Staff on next steps?) (Mr. Grosshuesch: Yes.)

Mr. Lamb staff will look into notice issue.

Mr. O Connor: Is next hearing next preliminary to address other issues we did not discuss tonight? (Mr. Mosher: We will address what was brought up and maybe ask for some changes to plans to address Commission concerns.) Ideal scenario is to go through another preliminary to address the issues. (Mr. Grosshuesch: We have a pretty good method on how to work with these larger projects.) Are we continuing the preliminary hearing? (Mr. Lamb: At the next meeting we will talk about other issues, but we have given you direction this evening on what to work on with Staff.) Parking ratio is something we can study. (Mr. Lamb: Our understanding was they have the study but have not been able to evaluate it yet.) (Mr. Pringle: We can discuss shuttle question, are you going to shuttle during peak periods to external lots, is there a way to capture that?) We feel we have gotten 65% approval; I would like to go to 100% in a meeting not too far away from this one. (Mr. Pringle: I agree with you.) I feel like we have not gotten complete approval; I'd like to continue that dialogue. (Mr. Grosshuesch: Typically we will carve out 3-4 issues for each meeting to go through them for the necessary meetings to get to final.) I feel like I haven't gotten a complete set of answers. (Mr. Lamb: And you won't. Typically we will have a meeting like tonight with the first set of issues. You will go to the next meeting with the next set of issues.) (Ms Puester this is a process issue, Staff can assist with the next steps in the process.)

OTHER MATTERS:

None.

ADJOURNMENT:

The meeting was adjourned at 10:57 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.

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; Amazing Grace	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; 3:00 p.m.	Childcare Advisory Committee; Town Hall

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