



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, July 14, 2015; 7:30 PM
Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - JUNE 23, 2015	3
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
	B. BRECKENRIDGE TOURISM OFFICE UPDATE	
	C. BRECKENRIDGE SKI RESORT UPDATE	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2015 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO. 21, SERIES 2015 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, AND PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY	7
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2015 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO. 22, SERIES 2015 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO (Tract F, Amended Plat Of Four Seasons Of Breckenridge Village, Filing No. 2)	26
	2. COUNCIL BILL NO. 23, SERIES 2015- AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lots 1, 2, And 3, Block 2, Stiles Addition)	33
	B. RESOLUTIONS, SERIES 2015	
	1. RESOLUTION NO. 13, SERIES 2015 - A RESOLUTION NAMING "THE BRECKENRIDGE SAWMILL MUSEUM"	38
	C. OTHER	
VII	PLANNING MATTERS	
	A. PLANNING COMMISSION DECISIONS	41
	B. PLANNING COMMISSION REPORT (MS. WOLFE)	
VIII	REPORT OF TOWN MANAGER AND STAFF	
IX	REPORT OF MAYOR AND COUNCILMEMBERS	
	A. CAST/MMC (MAYOR WARNER)	
	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MS. GIGLIELLO)	
	C. BRECKENRIDGE TOURISM OFFICE (MS. WOLFE)	
	D. BRECKENRIDGE HERITAGE ALLIANCE (MS. LAWRENCE)	
	E. WATER TASK FORCE (MR. GALLAGHER)	
	F. BRECKENRIDGE CREATIVE ARTS (MR. BURKE)	

*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.

X OTHER MATTERS

XI SCHEDULED MEETINGS

49

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.

CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of June 23, 2015 to order at 7:31 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Ms. Wolfe, Ms. Gigliello and Mayor Warner. Mr. Burke was absent.

APPROVAL OF MINUTES - JUNE 9, 2015

Mr. Gallagher requested two changes to the meeting minutes of June 9, 2015, which included a change in the referenced loan amount under Resolution 11 from 9% to 3%, and a change of the reference to "Water Board" under the Water Task Force committee update to "Sanitation District." With no additional changes to the minutes, Mayor Warner declared they would stand approved as amended.

APPROVAL OF AGENDA

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

COMMUNICATIONS TO COUNCIL

- A. Citizen's Comment - (Non-Agenda Items ONLY: 3-minute limit please)
Mayor Warner opened Citizen's Comment. There were no comments and Citizen's Comment was closed.
- B. Red, White and Blue Fire District Update
Chief Jim Keating of Red, White and Blue Fire District stated the new ISO fire safety rating of 2/2X rating should provide for adjusted insurance rates for residents and businesses starting July 1, 2015. He further stated the new rates should be less, as the ISO is an independent organization making recommendations to the insurance carriers based on fire safe communities. Council requested a copy of the letter from the ISO, which was also sent to the Town. Also, this year's wildfire season has started slower due to weather conditions. During a storm last week, one of the local fire crews put out a lightning strike fire. Chief Keating stated all agencies are working on a standard firewise mitigation document to use for property inspections for insurance companies. Mr. Keating also stated that for EMS, they have conducted 281 transports to Summit Medical Center so far this year and in 2017 Breckenridge will host a conference of fire chiefs from 8 states that will bring approximately 200 fire leaders to the community over the 4th of July weekend.

CONTINUED BUSINESS

- A. Second Reading of Council Bills, Series 2015 - Public Hearings
1. COUNCIL BILL NO. 17, SERIES 2015 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lomax Gulch Historic Site)
Mayor Warner read the title into the minutes. Mr. Berry stated there were no changes to the ordinance from the first reading, and Planning Commission recommends adoption of this ordinance.
Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Mr. Gallagher moved to approve COUNCIL BILL NO. 17, SERIES 2015 - AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Lomax Gulch Historic Site). Ms. Wolfe seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.
 2. COUNCIL BILL NO. 18, SERIES 2015 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE SIGN ORDINANCE"
Mayor Warner read the title into the minutes. Mr. Berry stated there were changes to the ordinance from the first reading, including changes on page 3, section 8 of the Ordinance in reference to directory signs. Mr. Berry then stated Council should refer to the form of the ordinance in the agenda packet which includes the changes. He also stated that in respect to a major sign code case in court, the Town of Gilbert, Arizona, recently lost a sign code case involving temporary directional signage. As a result, Mr. Berry stated he expects we will need to clean up some other restrictions in the code in the future.
Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Mr. Gallagher moved to approve COUNCIL BILL NO. 18, SERIES 2015 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO CHAPTER 2 OF TITLE 8 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE SIGN ORDINANCE". Ms. Gigliello seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.

3. COUNCIL BILL NO. 19, SERIES 2015 - AN ORDINANCE AMENDING SECTION 9-1-17-12 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING THE TRANSFER OF DENSITY FROM WETLANDS
Mayor Warner read the title into the minutes. Mr. Berry stated there were no changes to the ordinance from the first reading.
Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Ms. Gigliello moved to approve COUNCIL BILL NO. 19, SERIES 2015 - AN ORDINANCE AMENDING SECTION 9-1-17-12 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE "BRECKENRIDGE DEVELOPMENT CODE," CONCERNING THE TRANSFER OF DENSITY FROM WETLANDS. Mr. Brewer seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.
4. COUNCIL BILL NO. 20, SERIES 2015 - AN ORDINANCE APPROVING THE SALE OF TOWN-OWNED REAL PROPERTY (Part of Lot 4, Block 5, Breckenridge Airport Subdivision – Kim Resort, LLC)
Mayor Warner read the title into the minutes. Mr. Berry stated there was a change to the ordinance from the first reading, which includes language allowing a back-up offer to be submitted for the purpose of this sale. He further stated any motion by Council should reflect the form of the ordinance in the agenda packet.
Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.
Mr. Brewer moved to approve COUNCIL BILL NO. 20, SERIES 2015 - AN ORDINANCE APPROVING THE SALE OF TOWN-OWNED REAL PROPERTY (Part of Lot 4, Block 5, Breckenridge Airport Subdivision – Kim Resort, LLC). Ms. Lawrence seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.

NEW BUSINESS

- A. First Reading of Council Bills, Series 2015 - Public Hearings
 1. COUNCIL BILL NO. 21, SERIES 2015 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, AND PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
Mayor Warner read the title into the minutes. Mr. Berry passed out a revised development agreement with proposed changes of Council's recommendations as a result of the afternoon Work Session, including a requirement that development permits for the two sprung structures be reviewed and approved by both Planning Commission and Town Council. He further stated the motion to approve should include a reference to the revised version handed out at the meeting.

Mayor Warner opened the public hearing on first reading. There were no comments and the public hearing was closed.
Ms. Wolfe moved to approve COUNCIL BILL NO. 21, SERIES 2015 - AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, AND PEAK 8 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY. Mr. Gallagher seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.
- B. Resolutions, Series 2015
 1. RESOLUTION NO. 12, SERIES 2015 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO CONCERNING INSTREAM FLOW ADMINISTRATION
Mayor Warner read the title into the minutes. Mr. Gagen stated this agreement follows with the recent settlement in regard to water rights related to the new water plant. He further explained that the County has similar water rights to the Town, and an IGA is important for future cooperation with the County on water rights. Mr. Gagen stated staff recommends approval for this cooperative agreement with the County.
Mr. Gallagher moved to approve RESOLUTION NO. 12, SERIES 2015 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO CONCERNING INSTREAM FLOW ADMINISTRATION. Ms. Wolfe seconded the motion.
The motion passed 6 - 0. Mr. Burke was absent.
- 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 (Ms. Wolfe)
Ms. Wolfe stated she had nothing to report.

REPORT OF TOWN MANAGER AND STAFF
Mr. Gagen stated he had no report.

REPORT OF MAYOR AND COUNCILMEMBERS

- A. Cast/MMC (Mayor Warner)
Mayor Warner stated he had nothing to report.
- B. Breckenridge Open Space Advisory Committee (Ms. Gigliello)
Ms. Gigliello stated the new bike park and pump track opened, and BOSAC is reviewing public input from the community for trail goals. She also stated the Friends of Breckenridge Trails group has had volunteer two days building trails already this summer, and Cucumber Gulch seems to have fared well through the spring runoff. Mr. Brewer asked about the cost of sediment removal above the gulch and also noted we should track the amount of sediment removed year over year. Ms. Gigliello stated the Town and the County received \$25,000 in grants to close unsustainable trails in the Golden Horseshoe. Mr. Gagen suggested Council needs a primer about sustainable trails and mixed use trails. Ms. Wolfe stated she appreciates the ongoing conversation about mixed use trails.
- C. Breckenridge Tourism Office (Ms. Wolfe)
Ms. Wolfe stated lodging is pacing ahead about 19% with 59% of summer lodging on the books. She further stated BTO expects the Town to end up 9%-13% ahead for the summer, and these booking patterns are similar to other Colorado resorts. Ms. Wolfe also stated Al White of the CTO is moving into a new role with the State so the CTO is looking for his replacement. Also, the Spartan Race was a success with about 5,300 people, Kingdom Days was also successful, and a new agency was hired by the BTO for advertising and PR.
- D. Breckenridge Heritage Alliance (Ms. Lawrence)
Ms. Lawrence stated on July 18 there will be an event at the Community Center with a time capsule placement, and the dedication of a sculpture and the gardens. Also, there will be a ribbon cutting for the Breckenridge Sawmill Museum at 11am on July 11, and the Reiling Dredge Preservation Master Plan won an award.
- E. Water Task Force (Mr. Gallagher)
Mr. Gallagher stated he had no report.
- F. Breckenridge Creative Arts (Mr. Burke)
Mr. Burke was not present for a report.

OTHER MATTERS

Mr. Brewer stated he attended a press conference for the Breckenridge Bucks, a Junior A League Team. He further stated there will be 6 teams in this new league, with players ages 16-20 years old who are high-level athletes bound for college teams or the NHL. He also stated the league is recruiting players from around the country, and play will take place October through March with about 30 games. He then stated Council should expect to see a debriefing on the economic impact of the league and the revenue generated for the Town.

Mr. Brewer stated the Nepal fundraiser raised about \$41,000 for people in the Langtang Valley of Nepal. Also, the Skate Park Opening was successful and the reactions were positive. Mr. Brewer also attended the grand opening for the Old Masonic Hall with John Cooney (former owner of the building), and Mr. Cooney was pleased with the restoration of that building.

Mayor Warner stated he spoke to the Summit Public Radio representative who indicated he was planning to approach the other towns to help fund infrastructure improvements, and explained the FCC bars broadcasting partners from putting money into this type of improvements. Ms. Lawrence stated SPR received a Summit Foundation grant. Mr. Gagen stated he will check with the other towns in the County on this matter.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:39 pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

John Warner, Mayor

DRAFT

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 21 (Building 804 Development Agreement Ordinance)

DATE: July 8, 2015 (for July 14th meeting)

The second reading of the ordinance approving the Building 804 Development Agreement with Vail Summit Resorts, Inc. and Peak 8 Properties, LLC is scheduled for your meeting on July 14th. There are no changes proposed to either the ordinance or the Development Agreement itself from first reading.

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

1 **FOR WORKSESSION/SECOND READING – JULY 14**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 21

6
7 Series 2015

8
9 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
10 VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION, AND PEAK 8
11 PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

18
19 A. Vail Summit Resorts, Inc., a Colorado corporation (“VSR”) is the owner of the
20 Remainder of Tract C, Peak 8 Subdivision Filing No. 1 according to A Resubdivision Plat
21 thereof recorded May 15, 2013 at Reception No. 1026374, Summit County, Colorado (the
22 “Property”).

23
24 B. The Property is subject to the Amendment to Amended Peaks 7 & 8 Master Plan
25 approved by Development Permit 2013006 on February 26, 2013, notice of which approval was
26 recorded May 10, 2013 at Reception No. 1026194 of the Summit County, Colorado records (the
“Master Plan”).

27
28 C. VSR and Peak 8 Properties, LLC, a Colorado limited liability company (“Peak 8”) are
29 in discussions related to a potential sale of the portion of the Property located between Lots 1 and
30 2, Peak 8 Subdivision identified in the illustrative site plan of the Master Plan as the location for
31 Building 804 (the “Sale Parcel”) for Peak 8 to develop as an additional phase or additional
32 phases of Peak 8’s project known as Grand Colorado on Peak 8 currently under construction on
Lot 2, Peak 8 Subdivision.

33
34 D. As owner of the Property, VSR has the right to propose an amendment to the Master
35 Plan, to request density transfers to the Property, to request Town approval for the gross density
36 recommended by the Town’s Land Use Guidelines (“Guidelines”) to be exceed as provided for
37 in Subsection 9-1-19-39A:I.(2) of the Breckenridge Town Code, and to enter into agreements
38 with the Town concerning such amendment to the Master Plan, such a density transfer, such
39 density in excess of that recommended by the Guidelines and such other matters as the Town and
the VSR may agree is appropriate.

40
41 E. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the
authority to enter into a development agreement. Further, in connection with a master plan

1 amendment, there is no process in the Town’s Development Code for approval of density in
2 excess of that recommended by the Guidelines and the transfer of density pursuant to a
3 certificate of development rights (“TDRs”) issued pursuant to the Intergovernmental Agreement
4 concerning transfer of development rights between the Town and Summit County, Colorado
5 (“IGA”), and, therefore, a development agreement provides a means for such an approval and
6 transfer.

7 F. In order for Peak 8 to develop the Sale Parcel in a manner that will enhance the sale of
8 Peak 8’s timeshare product up to an additional 18 SFEs of residential density and 1.3 SFE of
9 commercial density will be required and an amendment to the Master Plan and authorization to
10 use TDRs to accommodate such density will be required.

11 G. In connection with the completion of the first phase of Peak 8’s Grand Colorado on
12 Peak 8 project and the plan to provide additional improved Guest Services facilities to service
13 VSR’s guests in Peak 8’s development of the Sale Parcel, a clarification of the definition of
14 Guest Services in the Master Plan is requested to provide that the existing and future non-income
15 producing space not to be treated as density or mass would include patrol and first aid facilities,
16 in addition to the employee lockers, public restrooms, storage areas, and lift and lift personnel
17 facilities provided for in the Master Plan with the 2013 amendment.

18 H. In connection with the review of the amendment of the Master Plan to allow for the
19 approval of a mixed use development containing not less than one hundred thousand (100,000)
20 square feet to have the off-street parking requirements of Section 9-3-8 of the Breckenridge
21 Town Code decreased, as provided for in Subsection 9-3-8:D of the Breckenridge Town Code,
22 the Breckenridge Planning Commission is authorized to approve a reduction in the requirement
23 for 2 off-street parking spaces for each 2 bedroom unit with a lock-off or divisible room, based
24 on a written analysis to be paid for by the Peak 8 and prepared by a qualified parking consultant.

25 I. Based on parking data provided by Peak 8 verifying that, at its 2 other timeshare resorts
26 in Breckenridge (Grand Timber Lodge and Grand Lodge on Peak 7), the average number of cars
27 parked per 2 bedroom unit with a lock-off or divisible room was 1.55 over the 12 months from
28 April, 2011 through March, 2012, a variance or exception of the requirement under Subsection
29 9-3-8:B of the Breckenridge Town Code for 2 off-street parking spaces for each such 2 bedroom
30 unit with a divisible room should be provided to reduce the required parking to 1.7 spaces for
31 each such 2 bedroom unit with a divisible room.

32 J. Because there is no provision in the Breckenridge Town Code allowing site work to
33 begin prior to issuance of a building permit, in order to facilitate the beginning of vertical
34 construction of Peak 8’s proposed project in the spring of 2017, the Town is prepared to
35 authorize its Department of Community Development (“Department”) to grant permission for
36 the commencement of infrastructure improvements, including, but not limited to, removal of the
37 Breck Sports Sprung structure located on the Sale Parcel (“Sprung Structure #1”), demolition of
38 the Ullr building located on the Sale Parcel, construction of improvements to Ski Hill Road,
39 construction of storm water management facilities, and relocation of utilities prior to issuance of
40 a building permit, and site excavation subject to receipt of assurances of completion deemed
41 satisfactory by the Department.

1 K. In order to accommodate the rental and sales of winter recreational equipment and
2 ticket sales functions of VSR, which currently occur in Sprung Structure #1 and the Ullr building
3 to be removed and demolished, the Town acknowledges and understands that temporary
4 structures will need to be placed in acceptable locations at the base of Peak 8 and maintained in
5 such locations until the proposed Guest Services and Commercial spaces in Peak 8's proposed
6 development on the Sale Parcel (the "Guest Services/Commercial Spaces") are completed and
7 ready for occupancy by VSR and temporary permits similar to Development Permit No. 2013103
8 that permits the Sprung structure to be maintained in its current location will need to be issued.
9 Further, the Town acknowledges and understands that Development Permit No. 2013103 will
10 need to be extended to allow the Sprung structure that accommodates the Kids Kastle facilities
11 ("Sprung Structure #2") to remain in place until the proposed Guest Services/Commercial Spaces
12 are completed and ready for occupancy by VSR.

13 L. Pursuant to Section 9-1-5:Development:C of the Town's Development Code, the
14 Town is authorized by development agreement to exclude from the definition of "development"
15 any proposed activity that does not involve the construction of new density and mass. Pursuant to
16 the Development Code, the construction of the parking deck to accommodate up to 65 additional
17 parking spaces for use by non-resident owners at Grand Colorado on Peak 8 (as expanded by the
18 development on the Sale Parcel) when such owners are using the winter and summer recreational
19 facilities of VSR and the amenities of Grand Colorado on Peak 8, ("Parking Deck") proposed by
20 Peak 8 to be constructed over VSR's existing parking lot on Tract E, Peak 7 Subdivision
21 according to the plat thereof recorded December 15, 2006 under Reception No. 841906, Summit
22 County, Colorado ("Tract E") would be defined as development and require compliance with
23 policies of the Development Code that could not be met with the construction of the Parking
24 Deck on Tract E.

25 M. As the commitments encouraged to be made in connection with an application for a
26 development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Peak
27 8 has proposed: (1) a payment to the Town of \$30,000 to be applied toward the Town's proposed
28 improvement to the Cucumber Gulch entry from the Peaks Trail trailhead area and public
29 education activities, to include improved fencing, information signage and landscaping in the
30 upper reaches of the Town's cucumber Gulch property; and (2) a long term agreement for the use
31 of the Parking Deck by uphill skiers prior to the opening of VSR's lifts for public use at the base
32 of Peak 8 with such restrictions on the time of such parking as the Town, Peak 8 and VSR agree.

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

38 O. A proposed development agreement between the Town, VSR and Peak 8 addressing
39 the topics described above has been prepared, a copy of which is marked **Exhibit "A"**, attached
40 hereto and incorporated herein by reference ("Development Agreement").

1 P. The Town Council had a preliminary discussion of the development agreement
2 application, and the proposed Development Agreement, as required by Section 9-9-10(A) of the
3 Breckenridge Town Code.

4 Q. The Town Council determined that request for a development agreement need not be
5 referred to the Breckenridge Planning Commission for its review and recommendation.

6 R. The Town Council has reviewed the Development Agreement.

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

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

13 Section 2. Approval of Development Agreement. The Development Agreement between
14 the Town, Vail Summit Resorts, Inc., a Colorado corporation, and Peak 8 Properties, LLC, a
15 Colorado limited liability company, (Exhibit “A” hereto) is approved, and the Town Manager is
16 authorized, empowered, and directed to execute such agreement for and on behalf of the Town of
17 Breckenridge.

18
19 Section 3. Notice of Approval. The Development Agreement must contain a notice in the
20 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
21 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code must be
22 published by the Town Clerk one time in a newspaper of general circulation in the Town within
23 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
24 Section 24-68-103, C.R.S.

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

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

35
36 Section 6. Effective Date. This ordinance shall be published and become effective as
37 provided by Section 5.9 of the Breckenridge Town Charter.

38
39 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
40 PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be held at the
41 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE

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6
7 By _____
8 John G. Warner, Mayor
9

10 ATTEST:

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14 _____
15 Helen Cospolich
16 Town Clerk
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APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES, AS AMENDED

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the ____ day of _____, 2015 (the “Effective Date, which shall be the date when the ordinance approving this Agreement becomes effective) among the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the “Town”), VAIL SUMMIT RESORTS, INC., a Colorado corporation (the “Owner”), and PEAK 8 PROPERTIES, LLC, a Colorado limited liability company (the “Buyer”).

Recitals

A. Owner is the owner of the Remainder of Tract C, Peak 8 Subdivision Filing No. 1 according to A Resubdivision Plat thereof recorded May 15, 2013 at Reception No. 1026374, Summit County, Colorado (the “Property”).

B. The Property is subject to the Amendment to Amended Peaks 7 & 8 Master Plan approved by Development Permit 2013006 on February 26, 2013, notice of which approval was recorded May 10, 2013 at Reception No. 1026194 of the Summit County, Colorado records (the “Master Plan”).

C. Owner and Buyer are in discussions related to a potential sale of the portion of the Property located between Lots 1 and 2, Peak 8 Subdivision identified in the illustrative site plan of the Master Plan as the location for Building 804 (the “Sale Parcel”) for Buyer to develop as an additional phase or additional phases of Buyer’s project known as Grand Colorado on Peak 8 currently under construction on Lot 2, Peak 8 Subdivision.

D. As owner of the Property, Owner has the right to propose an amendment to the Master Plan, to request density transfers to the Property, to request Town approval for the gross density recommended by the Town’s Land Use Guidelines (“Guidelines”) to be exceed as provided for in Subsection 9-1-19-39A:I.(2) of the Breckenridge Town Code, and to enter into agreements with the Town concerning such amendment to the Master Plan, such a density transfer, such density in excess of that recommended by the Guidelines and such other matters as the Town and the Owner may agree is appropriate.

E. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the authority to enter into a development agreement. Further, in connection with a master plan amendment, there is no process in the Town’s Development Code for approval of density in excess of that recommended by the Guidelines and the transfer of density pursuant to a

certificate of development rights (“TDRs”) issued pursuant to the Intergovernmental Agreement concerning transfer of development rights between the Town and Summit County, Colorado (“IGA”), and, therefore, a development agreement provides a means for such an approval and transfer.

F. In order for Buyer to develop the Sale Parcel in a manner that will enhance the sale of Buyer’s timeshare product up to an additional 18 SFEs of residential density and 1.3 SFE of commercial density will be required and an amendment to the Master Plan and authorization to use TDRs to accommodate such density will be required.

G. In connection with the completion of the first phase of Buyer’s Grand Colorado on Peak 8 project and the plan to provide additional improved Guest Services facilities to service Owner’s guests in Buyer’s development of the Sale Parcel, a clarification of the definition of Guest Services in the Master Plan is requested to provide that the existing and future non-income producing space not to be treated as density or mass would include patrol and first aid facilities, in addition to the employee lockers, public restrooms, storage areas, and lift and lift personnel facilities provided for in the Master Plan with the 2013 amendment.

H. In connection with the review of the amendment of the Master Plan to allow for the approval of a mixed use development containing not less than one hundred thousand (100,000) square feet to have the off-street parking requirements of Section 9-3-8 of the Breckenridge Town Code decreased, as provided for in Subsection 9-3-8:D of the Breckenridge Town Code, the Breckenridge Planning Commission is authorized to approve a reduction in the requirement for 2 off-street parking spaces for each 2 bedroom unit with a lock-off or divisible room, based on a written analysis to be paid for by the Buyer and prepared by a qualified parking consultant.

I. Based on parking data provided by Buyer verifying that, at its 2 other timeshare resorts in Breckenridge (Grand Timber Lodge and Grand Lodge on Peak 7), the average number of cars parked per 2 bedroom unit with a lock-off or divisible room was 1.55 over the 12 months from April, 2011 through March, 2012, a variance or exception of the requirement under Subsection 9-3-8:B of the Breckenridge Town Code for 2 off-street parking spaces for each such 2 bedroom unit with a divisible room should be provided to reduce the required parking to 1.7 spaces for each such 2 bedroom unit with a divisible room.

J. Because there is no provision in the Breckenridge Town Code allowing site work to begin prior to issuance of a building permit, in order to facilitate the beginning of vertical construction of Buyer’s proposed project in the spring of 2017, the Town is prepared to authorize its Department of Community Development (“Department”) to grant permission for the commencement of infrastructure improvements, including, but not limited to, removal of the Breck Sports Sprung structure located on the Sale Parcel (“Sprung Structure #1”), demolition of the Ullr building located on the Sale Parcel, construction of improvements to Ski Hill Road, construction of storm water management facilities, and relocation of utilities prior to issuance of

a building permit, and site excavation subject to receipt of assurances of completion deemed satisfactory by the Department.

K. In order to accommodate the rental and sales of winter recreational equipment and ticket sales functions of Owner, which currently occur in Sprung Structure #1 and the Ullr building to be removed and demolished, the Town acknowledges and understands that temporary structures will need to be placed in acceptable locations at the base of Peak 8 and maintained in such locations until the proposed Guest Services and Commercial spaces in Buyer's proposed development on the Sale Parcel (the "Guest Services/Commercial Spaces") are completed and ready for occupancy by Owner and temporary permits similar to Development Permit No. 2013103 that permits the Sprung structure to be maintained in its current location will need to be issued. Further, the Town acknowledges and understands that Development Permit No. 2013103 will need to be extended to allow the Sprung structure that accommodates the Kids Kastle facilities ("Sprung Structure #2") to remain in place until the proposed Guest Services/Commercial Spaces are completed and ready for occupancy by Owner. The permits referenced in this paragraph must be reviewed and approved by the Town's Planning Commission and Town Council as provided for in subparagraphs 1(a)(iv) and (v) below.

L. Pursuant to Section 9-1-5:Development:C of the Town's Development Code, the Town is authorized by development agreement to exclude from the definition of "development" any proposed activity that does not involve the construction of new density and mass. Pursuant to the Development Code, the construction of the parking deck to accommodate up to 65 additional parking spaces for use by non-resident owners at Grand Colorado on Peak 8 (as expanded by the development on the Sale Parcel) when such owners are using the winter and summer recreational facilities of Owner and the amenities of Grand Colorado on Peak 8, ("Parking Deck") proposed by Buyer to be constructed over Owner's existing parking lot on Tract E, Peak 7 Subdivision according to the plat thereof recorded December 15, 2006 under Reception No. 841906, Summit County, Colorado ("Tract E") would be defined as development and require compliance with policies of the Development Code that could not be met with the construction of the Parking Deck on Tract E.

M. As the commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, Buyer has proposed: (1) a payment to the Town of \$30,000 to be applied toward the Town's proposed improvement to the Cucumber Gulch entry from the Peaks Trail trailhead area and public education activities, to include improved fencing, information signage and landscaping in the upper reaches of the Town's cucumber Gulch property; and (2) a long term agreement for the use of the Parking Deck by uphill skiers prior to the opening of Owner's lifts for public use at the base of Peak 8 with such restrictions on the time of such parking as the Town, Buyer and Owner agree.

N. The Town Council has received a completed application and all required submittals for a development agreement, had a preliminary discussion of the application and

dev ag 804 site for TC 1st reading 06-23-15

this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

Agreement

1. Upon: (a) final approval of (i) the transfer of TDRs consisting of up to 19.3 SFEs (18 for residential use and 1.3 for commercial use) to the Sale Parcel, (ii) a Class A development permit amending the Master Plan to allow for such additional density and clarification of the definition of Guest Services (the “Master Plan Amendment”), (iii) a Class A development permit acceptable to Buyer and Owner allowing for the development of the Sale Parcel utilizing up to 63 SFEs for a condominium (as provided for in the Town Code) at 1,200 square feet of density per SFE and up to 1 SFE for commercial use at 1,000 square feet of density per SFE and allowing for the construction of the Parking Deck on Tract E (the “Permit”), (iv) a Class C development permit extending Development Permit No. 2013103 to allow Sprung Structure #2 to remain in place until the proposed Guest Services/Commercial Spaces are completed and ready for occupancy by Owner, (v) such permit as may be required by the Town to allow temporary structures for both the rental and sales of winter recreational equipment and ticket sales to be placed in acceptable locations at the base of Peak 8 and maintained in such locations until the proposed Guest Services/Commercial Spaces are completed and ready for occupancy by Owner, and (vi) a Class B subdivision permit approving the subdivision of the Property to create the Sale Parcel; and (b) the passage of any time periods within which any referendums, appeals or other challenges to such approvals must be brought, without any such referendums, appeals or other challenges having been filed, commenced or asserted, Buyer shall: (A) pay \$30,000 to the Town to be applied to the Town’s proposed Cucumber Gulch entry and educational improvements, and (B) pursuant to the terms of the IGA, pay the then-current price per TDR for each TDR required to support the total residential and commercial density authorized by the Permit minus the total residential density of 45 SFEs to be assigned to the Sale Parcel by Seller under the Master Plan.

2. Pursuant to Subsection 9-1-19:39.I.(2) of the Development Code, the Town’s Planning Commission is hereby authorized to review and approve, within 1 year of the Effective Date and subject to compliance with all other applicable development policies of the Town, an application for the Master Plan Amendment providing for density in excess of the current Guidelines by the addition of up to 19.3 SFEs (18 residential and 1.3 commercial) to the allowable density of 45 SFEs for the Sale Parcel and an application for the Permit accommodating such additional density.

3. Upon approval of the Master Plan Amendment and the Permit, the Owner is hereby authorized to process the transfer to the Sale Parcel of up to 19.3 TDRs providing for up to 18 residential SFEs and 1.3 commercial SFE, pursuant to the terms of the IGA.

4. Pursuant to Subsection 9-1-19:39.I.(2) of the Development Code, the Town’s Planning Commission is hereby authorized to review and approve, within 1 year of the Effective

dev ag 804 site for TC 1st reading 06-23-15

Date and subject to compliance with all other applicable development policies of the Town, an application for the Master Plan Amendment providing for the following amended definition of Guest Services Facilities (Note: only changes from existing provision are that “patrol and first aid facilities are deleted from the 1st paragraph and added to the 2nd paragraph):

Guest Services Facilities include space for the following primary activities or facilities: ticket sales, administration, nursery or childcare facilities, lockers for guests, cafeterias, lounges, storage areas for recreational equipment for sale or rental, and instruction related activities. Guest Services Facilities constructed using the 57 SFEs, which were excluded from total density for purposes of a separate density reduction calculation, may not be used as a private club or other restricted access facility requiring membership. Cafeterias constructed using Guest Services Facilities density may be used from time to time outside of the winter recreation season, but may not be used as full service restaurants open to the public on a regular basis outside of the winter recreation season.

Guest Services Facilities will not include patrol and first aid facilities, locker areas for employees, public restrooms, storage areas (not including storage areas for recreational equipment for sale or rental), and lift and lift personnel facilities (“Support Facilities”) already constructed at the time of approval of this Amendment or to be constructed. Support Facilities will not apply against the 57 SFEs authorized under this Master Plan for Guest Services Facilities and shall not be assessed against the density and mass of any building within which they are located or are to be located provided that the Support Facilities are legally guaranteed to be used only for the foregoing described purposes and do not exceed a total of 17,594 square feet.

5. The requirements of Section 9-3-8 of the Breckenridge Town Code for 2 off-street parking spaces to be provided for each 2 bedroom unit with a lock-off or divisible room may be decreased for Buyer’s development for each 2 bedroom unit with a lock-off or divisible room if the Planning Commission finds that the written analysis paid for by Buyer and prepared by a qualified parking consultant supports such decrease. Further, the Planning Commission is hereby authorized to review and approve, within 1 year from the Effective Date, an amendment to the Master Plan providing for parking in accordance with the foregoing, which will be less than required by the Breckenridge Town Code.

6. The Planning Commission is authorized to review and approve, within 1 year of the Effective Date, the application for the Permit without the Parking Deck component of such application complying with Sections 9-1-19-21R: Open Space; 9-1-19-22A: Landscaping; and _____ **[Note: additional sections may be included after further consultation with Community Development staff and before 2nd reading]** of the Development Code , which sections of the Development Code could not be met in connection with the Town’s approval of the Parking Deck on Tract E, provided that, except as otherwise provided in this Agreement, the application complies with all other applicable development policies of the Town. Further, the Town Council, by adopting the ordinance approving this Agreement, acknowledges that certain requirements of the Town’s Off Street Parking Regulations, including, without

dev ag 804 site for TC 1st reading 06-23-15

limitation, Sections 9-3-9:E and I, could not be met in connection the Town's approval of Parking Deck on Tract E and, therefore, variances, exceptions or waivers from such Regulations may be required to be granted by the Planning Commission.

7. Subject to the Department's receipt of adequate assurances of or security for completion of the authorized infrastructure improvements or return of the Sale Parcel generally to the condition it was in before the commencement of any work, the Department, after final approval of the Master Plan Amendment and the Permit, is hereby authorized to permit the removal of Sprung Structure #1 and the excavation for and construction of infrastructure improvements, including, but not limited to, demolition of the Ullr building located on the Sale Parcel (subject to obtaining a demolition permit from the Town), construction of improvements to Ski Hill Road, construction of storm water management facilities, relocation of utilities, and site excavation, after issuance of the Permit but before issuance of a building permit.

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

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

10. This Agreement shall run with title to the Property and be binding upon and inure to the benefit of Town, Owner and Buyer, their successors and assigns.

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

12. The Town shall not be responsible for and VSRI and BGV shall have no remedy against the Town if the development of the Property is prevented or delayed for reasons beyond the control of the Town.

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

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

15. Buyer with respect to its interests or benefits provided for in paragraphs 1, 2, 3, 5, 6, and 7 agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or wrongful intentional act or omission of Buyer; any subcontractor of Buyer, or any officer, employee, representative, or agent of Buyer or of any subcontractor of Buyer, or which arise out of any worker's compensation claim of any employee of Buyer, or of any employee of any subcontractor of Buyer; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Buyer agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Buyer. Buyer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

16. Owner with respect to its interests or benefits provided for in paragraph 5 agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such benefits under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or wrongful intentional act or omission of Owner; any subcontractor of Owner, or any officer, employee, representative, or agent of Owner or of any subcontractor of Owner, or which arise out of any worker's compensation claim of any employee of Owner, or of any employee of any subcontractor of Owner; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

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

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

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

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

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

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

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

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

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

If to the Owner: Graham Frank
Vail Summit Resorts, Inc.
137 Benchmark Road
P.O. Box 959
Avon, CO 81620

With a copy (which shall not constitute notice) to: Stephen C. West, Esq.
West Brown Huntley PC

P.O. Box 588
Breckenridge, CO 80424

With a copy (which shall not constitute notice) to:

Vail Resorts Management Company
390 Interlocken Crescent
Broomfield, CO 80021
Attn: Legal Department

If to the Buyer :

Nick Doran
Peak 7, LLC
100 S. Main Street
P.O. Box 6879
Breckenridge, CO 80424

With a copy (which shall not constitute notice) to:

John L. Palmquist, Esq.
GC Legal Strategies
2520 S. St. Paul Street
Denver, CO 80210

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

24. As between Owner and Buyer, nothing contained within this Agreement shall be deemed to modify that certain letter of intent related to the Sale Parcel dated as of June 10, 2015 between Owner and Buyer (the "LOI") or to create any binding obligations of a part of Owner to Buyer or Buyer to Owner which are not expressly set forth in the LOI. The foregoing sentence shall not affect Owner's or Buyer's obligations to the Town as provided for in this Agreement.

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

26. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Town, the Owner, and the Buyer have executed this Agreement as of the date first above set forth.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

TOWN OF BRECKENRIDGE

Attest:

Helen Cospolich, Town Clerk

By: _____
Timothy J. Gagen, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2015 by Timothy J. Gagen as Town Manager and Helen Cospolich as Town Clerk of the Town of Breckenridge.

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

Notary Public

VAIL SUMMIT RESORTS, INC.
a Colorado corporation

By: _____
James O'Donnell, Senior Vice President
Hospitality and Real Estate

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2015
by James O'Donnell as Senior Vice President Hospitality and Real Estate of Vail Summit
Resorts, Inc., a Colorado corporation.

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

Notary Public

PEAK 8 PROPERTIES, LLC
a Colorado limited liability company

By: _____
_____, Member

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____, 2015
by _____ as a Member of Peak 8 Properties, LLC, a Colorado limited liability
company.

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

Notary Public

Memorandum

To: Town Council
From: Dale Stein, Assistant Town Engineer
Date: 7-8-2015
Subject: Proposed Xcel Energy Gas Facilities Easement on S. Park Avenue

The Town intends to construct a single lane roundabout at the intersection of S. Park Avenue (SH9) and Four O'clock Road. The completion of the roundabout project has been scheduled in multiple phases, with the right-of-way acquisition and utility relocation phases scheduled for 2015, and the construction of the roundabout scheduled to begin in the spring of 2016.

To facilitate the construction of the roundabout in 2016, Xcel Energy will need to relocate their existing facilities within the project limits this year, including an existing gas regulation station that currently sits within the proposed roundabout circle. Currently Xcel Energy owns a small parcel located on the southeast corner of the intersection, on which the gas regulation station is housed. In addition to the regulation station Xcel Energy also has a medium pressure and a number of lower pressure gas lines located within the roadway right-of-ways of S. Park Avenue, Four O'clock Road and W. Washington Avenue. The purpose of the regulation station is to divert and regulate gas pressure from the medium pressure feeder line in Park Avenue to the gas service lines that feed Four O'clock Road and Ski Hill Road.

The gas regulation station will be moved to a location south of the limits of the roundabout adjacent to Park Avenue, as shown on the attached Exhibit A. Staff reviewed various alternate locations for the new gas regulation station and found this location south of the intersection to be the best choice. The new location keeps the station near the medium pressure gas line that runs in Park Avenue, and is in a location that should have no, or minimal, impact to any future development plans for the Tiger Dredge and F-Lot parking lots or Riverwalk Center Lobby expansion.

Once the gas regulation station is relocated, a new 14' x 14' structure will be built to protect and house the regulation station. The structure will be constructed with noncombustible materials

required by Xcel Energy and will have similar features and roof materials as buildings in the area.

Staff is requesting approval from Town Council for a permanent utility easement for Xcel Energy for the use of a gas regulation station (similar to the existing facility at the southeast corner of the intersection). In exchange for the permanent easement, Xcel Energy will deed to the Town the land they currently own at the site of the existing regulation station. Both parcels are relatively the same size.

1 **FOR WORKSESSION/FIRST READING – JULY14**

2
3 COUNCIL BILL NO. ____

4
5 Series 2015

6
7 AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO PUBLIC
8 SERVICE COMPANY OF COLORADO

9 (Tract F, Amended Plat of Four Seasons of Breckenridge Village, Filing No. 2)

10
11 WHEREAS, Public Service Company of Colorado has requested the granting of an
12 easement over, across, and through certain Town property; and

13
14 WHEREAS, the Town Council of the Town of Breckenridge has determined that it
15 should grant the requested easement in return for the conveyance of a parcel owned by Public
16 Service Company located at the southeast corner of the intersection of South Park Avenue and
17 Four O'clock Road; and

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

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

25
26 Section 1. Upon his receipt of the deed described in Section 2 of this ordinance, in a
27 form and substance acceptable to the Town Attorney, the Town Manager is authorized,
28 empowered, and directed to execute, acknowledge, and deliver to Public Service Company of
29 Colorado an easement substantially in the form marked **Exhibit "A"**, attached hereto, and
30 incorporated herein by reference.

31
32 Section 2. The consideration to be received by the Town for the easement described in
33 Section 1 of this ordinance is a deed, in form and substance acceptable to the Town Attorney,
34 conveying to the Town fee simple absolute title to the following real estate located in
35 Breckenridge, Summit County, Colorado:

36
37 A PORTION OF TRACT F, AMENDED PLAT OF FOUR SEASONS OF
38 BRECKENRIDGE VILLAGE FILING NO. 2 ACCORDING TO THE PLAT
39 FILED FEBRUARY 23, 1972 UNDER RECEPTION NO. 124904 AND
40 ACCORDING TO QUIT CLAIM DEED RECORDED JANUARY 31, 1978
41 UNDER RECEPTION NO. 172962, COUNTY OF SUMMIT, STATE OF
42 COLORADO,

43
44 or such other legal description of such parcel as shall be acceptable to the Town Attorney.

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Section 3. The Town Council finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the BreckenridgeTownCharter.

Section 4. This ordinance shall be published and become effective as provided by Section 5.9 of the BreckenridgeTownCharter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

Document Number: _____
Plat Number: _____

EASEMENT

For and in consideration of \$1.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the undersigned Grantor hereby grants and conveys to Public Service Company of Colorado, a Colorado corporation, Grantee, an exclusive and permanent easement for the installation, construction, maintenance, alteration, repair, replacement, reconstruction, operation, and removal of a natural gas meter station/regulator station, together with facilities appurtenant thereto, including, but not limited to, buildings, guardrails, fences, and underground gas pipelines on, under, over, or through the following described parcel of land situated in Tract F, Amended Plat of Four Seasons of Breckenridge Village Filing No. 2, in the SW ¼ of Section 31 Township 6 South, Range 77 West of the 6th Principal Meridian in the Town of Breckenridge, County of Summit, State of Colorado. The easement is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

The above sum is acknowledged by Grantor as full consideration for the easement and also for damages to both land and growing crops occasioned by the initial installation of facilities on said easement. Grantor reserves the right to use and occupy said premises for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the facilities therein or use thereof. Such reservation by Grantor shall in no event include the right to construct any buildings or structures, to impound any water, or to plant any trees or shrubs upon the easement. Grantee, at all times, shall have the right of access by a reasonable route to the easement and along and upon the same for the purpose hereof, which include surveying, inspection, and testing, together with the right to use as much of Grantor's adjoining premises during surveying, installation, construction, maintenance, alteration, repair, replacement, reconstruction, operation, and removal of said natural gas meter station/regulator station and related fixtures and devices as may be required to permit the operation of standard pipeline construction or repair. Grantee shall pay Grantor for actual damages to land and growing crops occasioned by any future installations, construction, maintenance, alteration, repairing, replacing, reconstruction, and removal of facilities on the easement or adjoining premises. In case of the permanent abandonment of the easement, all rights, privileges, and interest granted shall terminate, and Grantee shall remove all above ground facilities.

To have and to hold the said easement unto the said Grantee, its successors and assigns, so long as the same shall be used or useful for the purposes of the Grantee. "Grantor" shall include the singular, plural, feminine, masculine, and neuter.

Executed by Grantor this _____ day of _____, 2013.

GRANTOR:

Town of Breckenridge

By:

As:

STATE OF COLORADO,)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013.
by:

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"

PROPERTY DESCRIPTION

Public Service Company of Colorado Easement

An easement being a portion of Tract "F" of the Amended Plat of Four Seasons of Breckenridge Village Filing No. 2, a subdivision plat recorded February 23, 1972 as Reception No. 124904 of the Records of Summit County, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Tract "F" and assuming the most Northerly portion of the Westerly line of said Tract "F" to bear South 02°04'46" East, being a grid bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/92, with all bearings herein relative thereto;

THENCE South 02°04'46" East along said Westerly line of said Tract "F" a distance of 200.08 feet to the **POINT OF BEGINNING**;

THENCE North 82°27'38" East a distance of 24.14 feet;

THENCE South 08°05'26" East a distance of 30.00 feet;

THENCE South 82°27'38" West a distance of 27.39 feet to the Westerly line of said Tract "F" and to the beginning point of a curve non-tangent to this course;

THENCE along the arc of a curve concave to the West a distance of 14.33 feet, said curve has a radius of 1035.00 feet, a Delta of 00°47'36" and is subtended by a Chord bearing North 01°40'58" West a distance of 14.33 feet to a Point of Tangency;

THENCE North 02°04'46" West continuing along said Westerly line of said Tract "F" a distance of 15.81 feet to the **POINT OF BEGINNING**.

Said parcel contains 772 sq. ft. sq. ft., more or less (±).

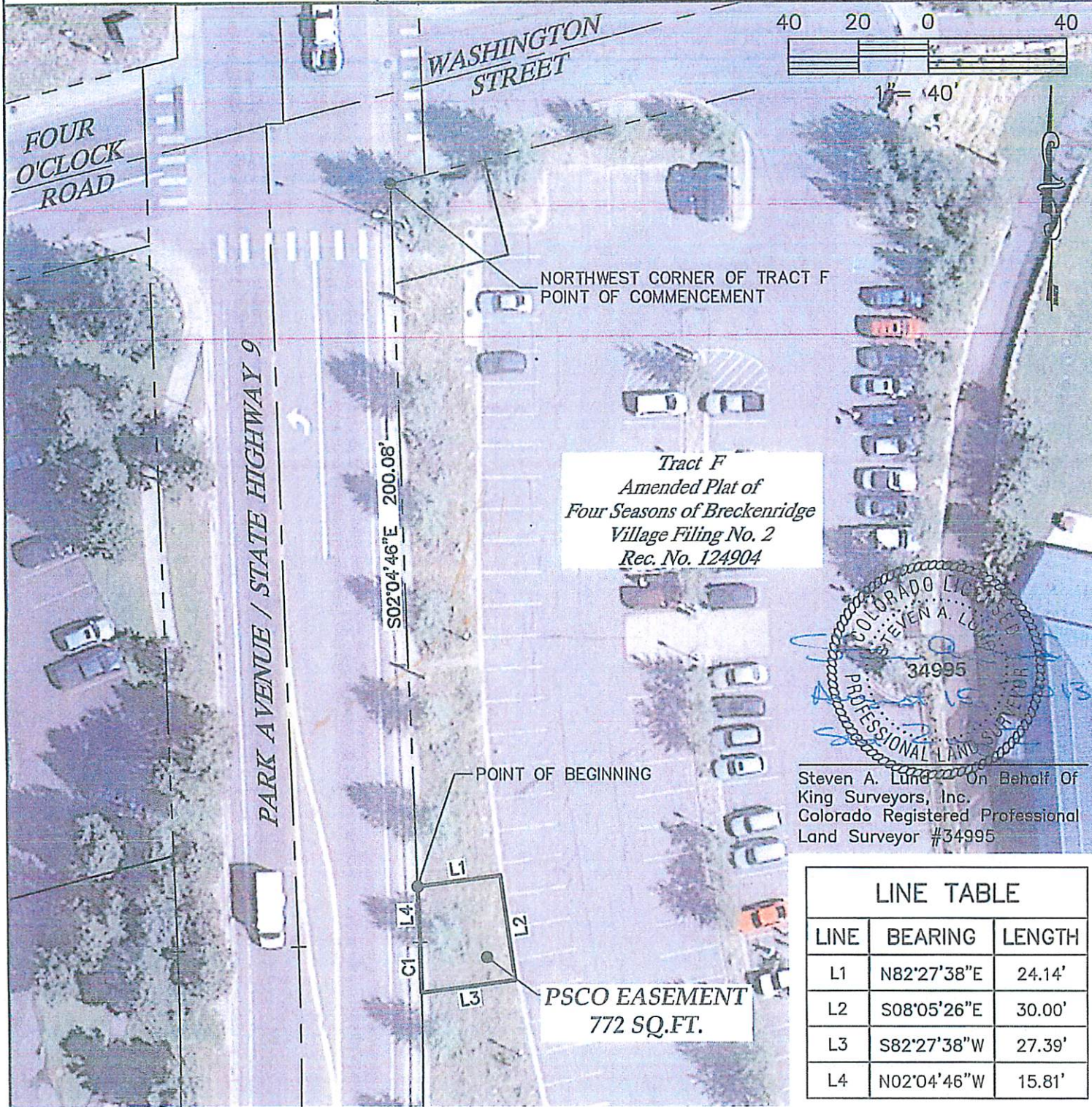
SURVEYOR'S CERTIFICATE

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven A. Lund – on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



LINE TABLE		
LINE	BEARING	LENGTH
L1	N82°27'38"E	24.14'
L2	S08°05'26"E	30.00'
L3	S82°27'38"W	27.39'
L4	N02°04'46"W	15.81'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	14.33'	1035.00'	0°47'36"	14.33'	N01°40'58"W

NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS, INC.

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | fax: (970) 686-5821

www.kingsurveyors.com

PROJECT NO: 2012582

DATE: 8/14/2013

CLIENT: JUB ENGINEERS

DWG: 2012582EXH-XCEL PARCEL

DRAWN: CSK CHECKED: SAL



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: June 29, 2015 for meeting of July 14, 2015

SUBJECT: First Reading: Landmarking of Barney Ford Museum

The Town Council reviewed the 2013 SustainableBreck Annual Report in January 2014. During the review of the report’s Land Use section, the Council noted that the number of locally landmarked historic buildings and sites in Town appeared low and that more buildings were eligible for landmarking designation. One of the primary benefits of having local landmark designation is that it increases the property’s eligibility for grants. Further, local landmark designation identifies the property as having significant local historical value. Since 2014, eight properties have been landmarked. There are six remaining Town owned properties eligible for landmarking. Staff will continue to work on bringing forward the six remaining Town properties for landmark designation, as staff time permits.

At their June 16th meeting, the Planning Commission reviewed the Landmarking the Barney Ford Museum and recommended that the Town Council adopt ordinances approving local landmark status for the properties. The Commission found that the property fulfilled the criteria in Title 9, Chapter 11 *Historic Preservation* of the Development Code which includes:

- A. The improvements located on hereinafter described real property are more than fifty (50) years old.
- B. The “architectural” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) meets the following:
 - (i) exemplifies specific elements of architectural style or period; and
 - (ii) demonstrates superior craftsmanship or high artistic value.
- C. The “social” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(b) is met because the property is associated with a notable person or the work of a notable person.
- D. The “physical integrity” criteria for a landmark as set forth in Section 9-11-4(A)(3) is met because the structure:

- (i) shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state or nation;
- ii) the property retains original design features, materials or character;
and
- (iii) is on its original location.

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

1 ***FOR WORKSESSION/FIRST READING – JULY 28***

2
3 COUNCIL BILL NO. ____

4
5 Series 2015

6
7 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
8 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
9 (Lots 1, 2, and 3, Block 2, Stiles Addition)

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

13
14 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
15 determines as follows:

16
17 A. Saddle Rock Society, a Colorado non-profit corporation (“**Saddle Rock**”),
18 owns the hereinafter described real property. Such real property is located within the
19 corporate limits of the Town of Breckenridge, County of Summit and State of Colorado.

20
21 B. Saddle Rock filed an application with the Town pursuant to Chapter 11 of
22 Title 9 of the Breckenridge Town Code seeking to have the Town designate the
23 hereinafter described real property as a landmark (“**Application**”).

24
25 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of
26 the Breckenridge Town Code in connection with the processing of the Application.

27
28 D. The improvements located on hereinafter described real property are more
29 than fifty (50) years old.

30
31 E. The hereinafter described real property meets the “architectural” designation
32 criteria for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town
33 Code because the property:

- 34
35 (i) exemplifies specific elements of architectural style or period; and
36 (ii) demonstrates superior craftsmanship or high artistic value.

37
38 F. The hereinafter described real property meets the “social” designation criteria
39 for a landmark as set forth in Section 9-11-4(A)(1)(b) of the Breckenridge Town Code
40 because the property is associated with a notable person or the work of a notable person.

41
42 G. The hereinafter described real property meets the “physical integrity” criteria
43 for a landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code
44 because the property and structure:
45

- 1 (i) shows character, interest or value as part of the development, heritage or
- 2 cultural characteristics of the community, region, state or nation;
- 3 ii) the property retains original design features, materials or character; and
- 4 (iii) is on its original location.

5
6 H. In accordance with the requirements of Section 9-11-3(B)(3) of the
7 Breckenridge Town Code, on June 16, 2015 the Application was reviewed by the
8 Breckenridge Planning Commission. On such date the Planning Commission
9 recommended to the Town Council that the Application be granted.

10
11 I. The Application meets the applicable requirements of Chapter 11 of Title 9 of
12 the Breckenridge Town Code, and should be granted without conditions.

13
14 J. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
15 approval of an application for landmark designation under Chapter 11 of Title 9 of the
16 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.

17
18 Section 2. Designation of Property as Landmark. The following described real
19 property:

20
21 Lots 1, 2, and 3, Block 2, Stiles Addition to the Town of Breckenridge; commonly
22 known and described as 200 S. Main Street, Breckenridge, Colorado 80424

23
24 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
25 Code.

26
27 Section 3. Police Power Finding. The Town Council finds, determines and declares that
28 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
29 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
30 the inhabitants thereof.

31
32 Section 4. Town Authority. The Town Council finds, determines and declares that it has
33 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
34 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
35 Charter.

36
37 Section 5. Effective Date. This ordinance shall be published and become effective as
38 provided by Section 5.9 of the Breckenridge Town Charter.

39
40 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
41 PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be held at the
42 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
43 _____, 2015, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
44 Town.

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk



July 6, 2015

To: Breckenridge Town Council

From: Larissa O'Neil, Breckenridge Heritage Alliance

Re: Sawmill Naming

The Breckenridge Heritage Alliance Board of Directors unanimously supports "The Breckenridge Sawmill Museum" as the official name for the new sawmill display on Boreas Pass Road. The board believes the name is in compliance with the Town's Guidelines for Naming Town-Owned Property for the following reasons:

Section 4. Guidelines For Naming Town-Owned Property

- A. Priority should be given to names carrying geographical, historical, or cultural significance to the area in which the property is located, or to the Town as a whole.**

The Breckenridge Sawmill Museum will showcase the role sawmills played in the development of frontier mining towns, including Breckenridge. The site is located within the Town of Breckenridge and is the only sawmill museum in Colorado and the surrounding states. Visitors from near and far will identify more with "Breckenridge" than an individual's name.

- B. Property may be named after an individual when the individual has a historical association with the property, or the area in which it is located within the Town of Breckenridge.**

The Breckenridge Sawmill Museum is located at the site of the Marion Wakefield Sawmill (circa 1933-1960). However, the museum is not a restoration or reconstruction of the original mill. The new exhibit is a representation of how sawmills, in general, were assembled and bears no significant relation to the Wakefield mill. Furthermore, there were other sawmills on site before Wakefield's.

- C. Property may be named after an individual, living or deceased, or a business entity or other organization that has either: (i) made significant financial or civic contributions to the Town, or (ii) made a significant financial contribution to the particular property being named.**

The Town of Breckenridge is the largest financial contributor to the project. The Climax Community Investment Fund is the second largest donor.

- E. Names should be chosen in a manner that avoids duplication, confusing similarity, or inappropriateness.**

The sawmill's location is adjacent to private property owned by Jay Monroe. A large "Wakefield" sign and gate delineate the entrance to Mr. Monroe's property. Identifying the sawmill as the "Wakefield" site could lead to visitor confusion and possible trespassing on Mr. Monroe's property.

1 ***FOR WORKSESSION/ADOPTION – JULY 14***

2 RESOLUTION NO. 14

3
4 Series 2015

5
6 A RESOLUTION NAMING “THE BRECKENRIDGE SAWMILL MUSEUM”

7
8 WHEREAS, by Resolution No. 13, Series 2015 the Town Council adopted certain
9 policies to establish a systematic and consistent methodology for the naming of Town-owned
10 properties; and

11
12 WHEREAS, the Town owns or controls the real property located at 775 Boreas Pass
13 Road in Breckenridge, Colorado at which a new museum has been constructed; and

14
15 WHEREAS, the Town Council has been requested to formally name the new museum;
16 and

17
18 WHEREAS, the Town Council has considered the request, and finds and determines that
19 the property should be formally named as hereafter provided; and

20
21 WHEREAS, in considering the naming request the Town Council has given due and
22 proper consideration to the policies and procedures set forth in Resolution No. 13, Series 2015.

23
24 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
25 BRECKENRIDGE, COLORADO:

26
27 Section 1. The following property is given the following name:

28

<u>Property Name</u>	<u>Property Address</u>
The Breckenridge Sawmill Museum	775 Boreas Pass Road

29
30
31
32

33 Section 2. The property name established in Section 1 of this resolution may be changed
34 by the Town Council in accordance with Section 6 of Resolution No. 13, Series 2015, or any
35 successor resolution or naming policy of the Town.

36
37 Section 3. This resolution is effective upon adoption.
38

1
2 RESOLUTION APPROVED AND ADOPTED THIS ___ day of _____, 2015.

3
4 TOWN OF BRECKENRIDGE

5
6
7
8 By: _____
9 John G. Warner, Mayor

10
11 ATTEST:

12
13
14
15 _____
16 Helen Cospolich
17 Town Clerk

18
19 APPROVED IN FORM

20
21
22
23 _____
24 Town Attorney Date

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: July 8, 2015

Re: Planning Commission Decisions of the July 7, 2015, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF July 7, 2015:

CLASS C APPLICATIONS:

1) Jerky Small Vendor Cart (SG) PL-2015-0213, 100 South Main Street

Renew the vendor cart permit for a retail business that sells a variety of dried meats known as “jerky” out of a covered wagon cart, 8’4” long x 4’4” wide x 8’ tall. *Approved 6-0.*

2) House Number 10 (MGT) PL-2015-0207, 858 Fairways Drive

Construct a new, single family residence with 4 bedrooms, 3.5 bathrooms, 3,423 sq. ft. of density and 4,228 sq. ft. of mass for a F.A.R. of 1:9.10. *Approved 6-0.*

3) Barron Fence Variance (MGT) PL-2015-0053, 68 Victory Lane

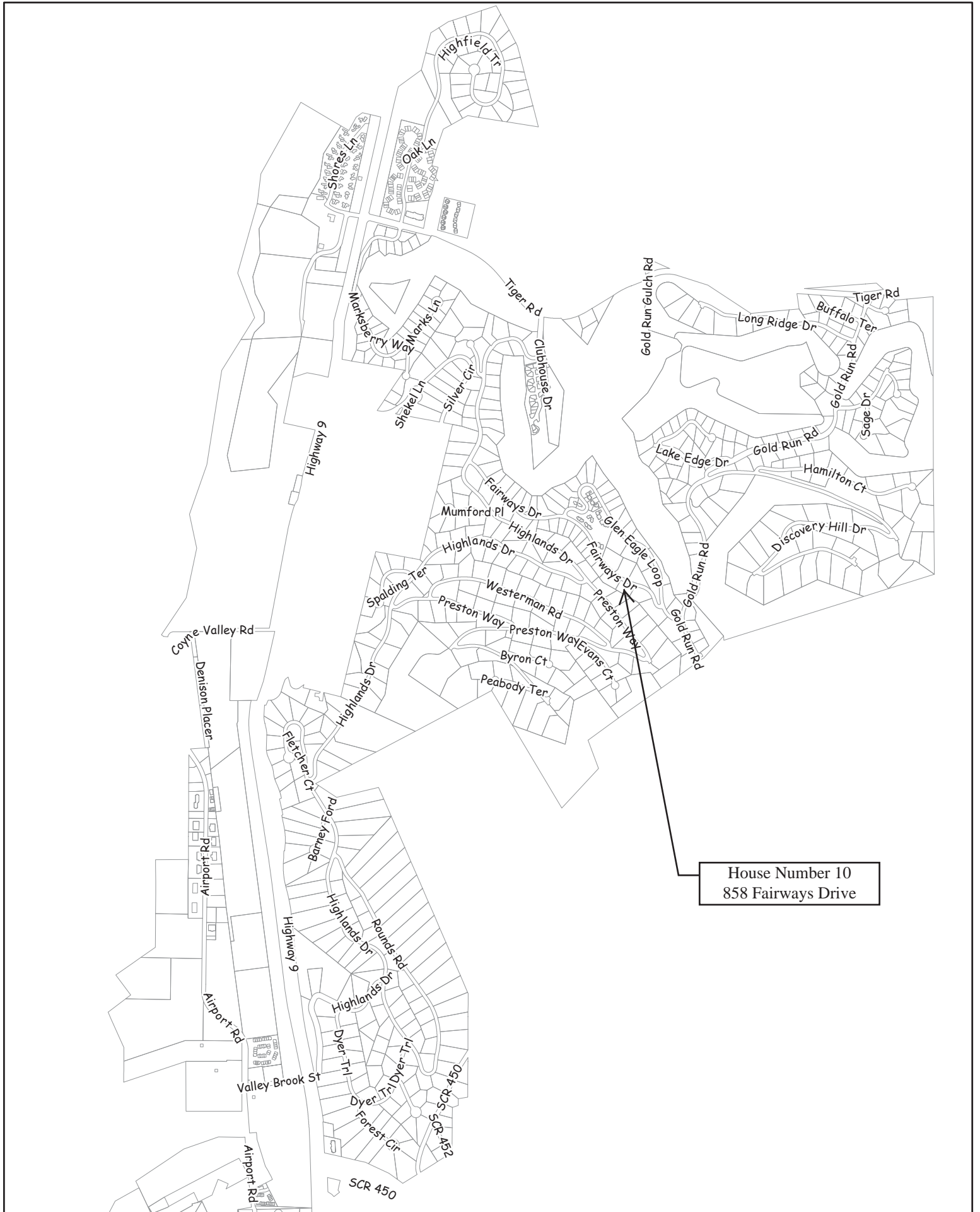
Variance request to place a fence demarking private property from public trail on trail easement on the property. *Approved 6-0.*

CLASS B APPLICATIONS: None.

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



House Number 10
858 Fairways Drive

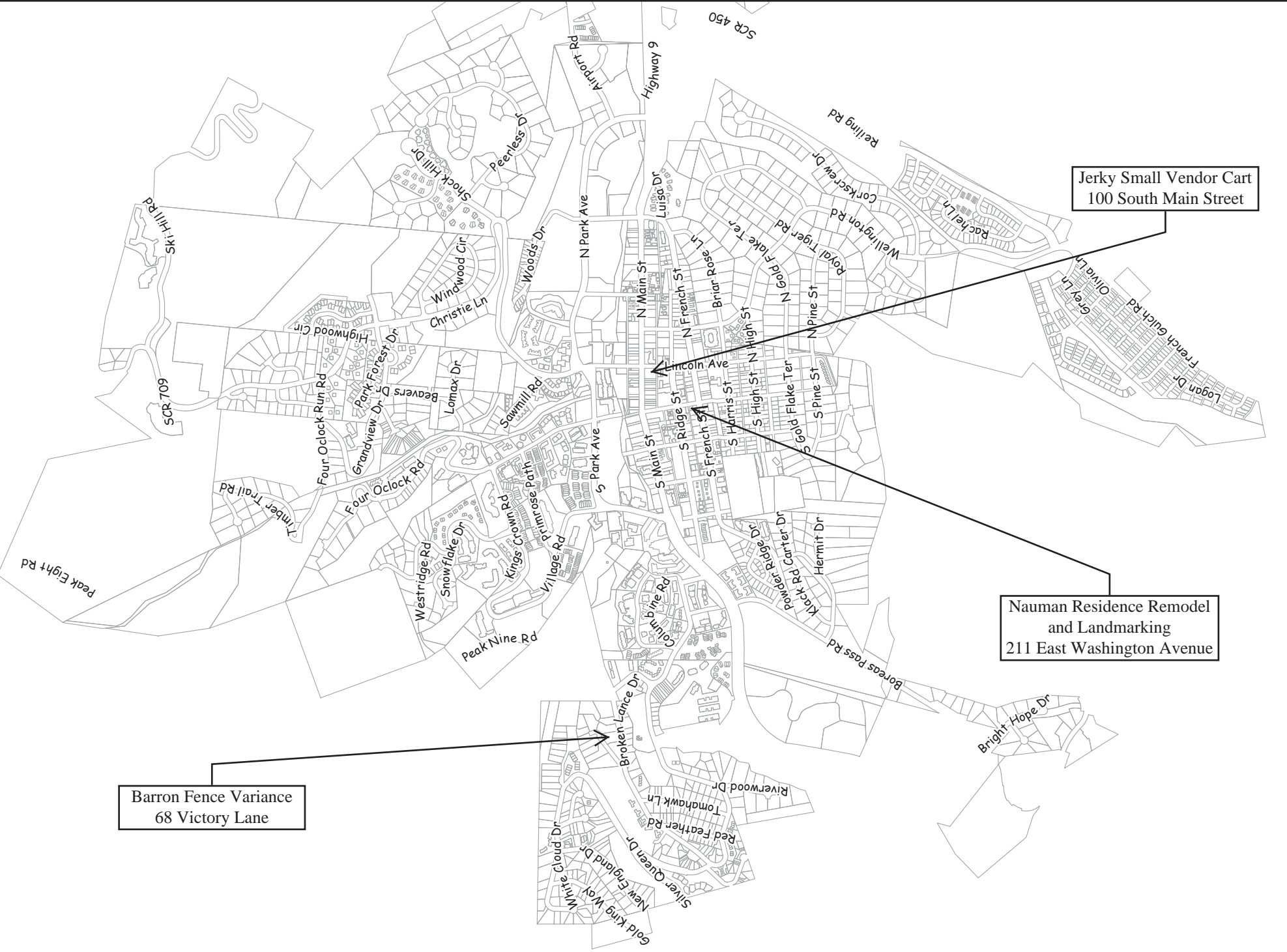


Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.

Breckenridge North

Breckenridge South

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



Barron Fence Variance
68 Victory Lane

Jerky Small Vendor Cart
100 South Main Street

Nauman Residence Remodel
and Landmarking
211 East Washington Avenue

PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Kate Christopher Gretchen Dudney Jim Lamb
Dan Schroder Ron Schuman Eric Mamula
Dave Pringle was absent
Wendy Wolfe, Town Council Liaison

APPROVAL OF MINUTES

With no changes, the June 16, 2015, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

With no changes, the July 7, 2015, Planning Commission Agenda was approved as presented.

CONSENT CALENDAR:

- 1) Jerky Small Vendor Cart (SG) PL-2015-0213, 100 South Main Street
- 2) House Number 10 (MGT) PL-2015-0207, 858 Fairways Drive

Commissioner Questions / Comments:

Mr. Schroder: We talked about the challenging lots that remain and this one has a long driveway that got negative points. Should we talk about this? (Mr. Mosher: We've had a lot of long driveways before. Staff has identified the retaining wall need and driveway lengths under separate portions of the same policy.) I guess every time we see a house on a tough lot there will be long driveways. (Mr. Mosher: Staff is aware of this; often the applicant can easily put a garage down lower and the house above. Often, the owners do not want stairs.) (Mr. Thompson: Mr. Schroder is right that these retaining walls and long driveways are in the same policy.)

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

TOWN COUNCIL REPORT:

Ms. Wolfe:

- We are working on a development agreement with Breckenridge Grand Vacations up on Peak 8. The highlights include transfers up to 18 SFEs and 1 commercial SFE and this is contingent on fit test. They are asking to decrease parking to 1.7 per 2 bedroom unit; they will make a \$30,000 donation to Cucumber Gulch. A sprung structure will need to be relocated to accommodate construction. Upon C.O. would all the Sprung Structures be gone and the answer is "yes"; but they are speaking for the ski area. Vail Resorts needs to have responsibility to talk to Council about the structures too. Second reading will come on Tuesday and then it will come to you as the Planning Commission. I know that these are not the favorite discussions but the Council wants to proceed. (Mr. Mosher: Staff is aware of your concerns with transportation and that will be included when it comes to the Planning Commission.) (Mr. Mamula: Originally with the master plan, there were discussions about water quality and the gulch. Who is on the hook now for commitments that were made by Vail Resorts now that the land is owned by others?) (Mr. Mosher: So far it is the HOAs. The Engineering department and Open Space and Trails are very sensitive and keenly aware of all of this.)
- We passed on second reading the sign ordinance with the previously discussed minor revisions. There will be some better opportunities for directory signs for businesses tucked behind Main Street.
- Wetlands Density Transfer passed where no more than 25% can be wetlands in a transfer density.
- Parking Forum last night that had 40 citizens and one today with 80 people. Good discussions; getting

feedback from community. The community is concerned about aesthetics and we have better renderings now to show the community and these are good opportunities to share ideas. We look for funding discussion in the next few weeks and to see if we can continue. (Mr. Schuman: What is the expectation for decision date?) The decision should be coming by the end of July. We are waiting to hear from the ski area and then if not we would need to go to the ballot and there needs to be 2 readings before that so we might run out of time.

PRELIMINARY HEARINGS:

1) Nauman Residence Remodel and Landmarking (MM) PL-2015-0152, 211 East Washington Avenue
Mr. Mosher presented a proposal to perform an extensive exterior restoration of the historic house and remodel of the non-compliant addition. The reconstruction of the historic house will include a full basement beneath the historic portion of the footprint and a shelf, less than 5-feet tall, below the window well along the west edge of the site. Local landmarking of the property is also requested.

At this preliminary review, Staff found the application passed all Absolute Policies (accepting the legal conforming items) with the exception of Policy 24/A, for which the Applicant is seeking a variance for The Social Community as the application does not meet Priority Policy 80A. Staff suggested positive six (+6) points for the restoration and renovation efforts under Polity 24/R Social Community.

The applicants have presented plans that are very similar to the previously approved plans from 2010. The key restoration items are being matched from the last submittal. The main changes are internal to the structure.

Staff had the following questions for the Planning Commission:

1. Did the Commission support allowing a new window well outside the west property line behind the existing bay window?
2. Did the Commission believe the proposal qualifies for a variance from Priority Policy 80A; Use connectors to link smaller modules and for new additions to historic structures?
3. Did the Commission support awarding positive six (+6) points for the historic restoration?

Staff welcomed any additional comments. With your input and suggestions, Staff believes this application could return for final review.

Commissioner Questions / Comments:

Ms. Dudney: You are not allowing them the ability to put in a kitchen in the basement? (Mr. Mosher: The basement will not have any 220 volt power or a natural gas line. However, a microwave, hot plate, toaster oven could be used within the Code. Also, Staff cannot issue any permit of an additional vehicle for this property.)

Mr. Lamb: Staff is ok with letting them rent the basement out? (Mr. Mosher: Yes, the Code allows this. We will be working with building department during construction to make sure that no 220 volt electrical or gas is installed in the basement and that the Town will not grant any additional parking permits.)

Mr. Schroder: What's the year of the crazy roofing addition? (Mr. Mosher: Sometime in the 1980's. The old part with the shed, encapsulated in the addition was likely when they got indoor plumbing in the early 1900's.)

Ms. Dudney: They are encroaching into a Town alley? (Mr. Mosher: Yes, but there is no vehicular access as it is only 15-feet wide.) Did you receive any comments from the west neighbor about the window well? (Mr. Mosher: No, even though this meeting was properly advertised.)

Mr. Mamula: Could you explain the bay window? (Mr. Mosher: It's non-conforming and Staff could not find any date for its addition. But based on the form and windows, we can tell it is newer.)

But why aren't we requiring them to remove this? The addition may have happened sometime, it is most likely not part of the historic time of significance.)

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

Commissioner Questions / Comments (Continued):

(Mr. Mosher displayed the previous approved rendering with the roof versus the proposal now.)

Mr. Lamb: I still believe the downstairs is going to act like two units on the property. The restriction of no gas and 220 volt electrical may be ok, but you could easily add a real kitchen down below without a permit. I'm worried about when the Naumans sell, someone could easily make this a second unit. (Mr. Mosher: We've talked about this and there is nothing in the current Code to prevent it unless staff is made aware during the construction.)

Mr. Mamula: The issue is with parking. If they have no ability to get more parking permits, I would much rather see it come through with gas and electric installed now. (Mr. Mosher: But the Code requires that they have one additional on-site parking space to do that. There is no space on this site. The big trigger will be if they rent it out and the tenant comes to ask for a parking permit.)

Mr. Schroder: What else could they do to give us the connector link to come into full compliance? (Mr. Mosher: With the current way the non-historic addition was created, it would be a substantial hardship to do meet the Policy.)

Mr. Mamula: Except that you are giving them free density that came into compliance. This is not as good as the last rendition that got approved. As a Commission, we don't care about the money involved. (Mr. Mosher: The last application also kept the west facing bay window, but more work was planned to the outside of the non-historic addition to make it compatible with the Historic Standards and Policy 80A, the connector link.) This wouldn't meet the old 80A.

Ms. Dudney: The Town really wants to encourage this historic preservation. So, yes, I like the old plan better but, given that this is the plan now, I'm ok with the 80A variance request because we want to see this restoration happen. I'm ok with the window well too. You can't see it from the right of way. I go with the staff on the historic positive points.

Mr. Lamb: This is not an easy project to do because of its location. I'm a 'yes' on the window well. I say 'yes' on number 2 and I'm ok with three or six positive points on the historic preservation points.

Mr. Mamula: The window well is needed; however, I don't like awarding positive six points for historic preservation as I think the bay window needs to come off to get six points. I don't think the Town is gaining a lot in restoration value in this proposal with the bay window remaining. The previous application is a much stronger historic preservation effort with change in siding much more compliant 80A roof form. I'm fine with window well but I don't think they should be awarded positive six points, but three points instead. I don't think they are doing enough to meet the variance criteria.

Ms. Christopher: I think the six positive points is enough for the current application. Yes on the window well. The variance, it could be done but I don't really feel the design is good.

Mr. Schroder: They are really doing window, roof and porch. I don't have a problem with the window well, I would support a variance for 80A and I would support positive three points for historic preservation.

Mr. Schuman: I think they should take out the bay window; I do not support the window well over the property line. We are giving them more density. The issue with the parking and the snow storage isn't fitting on the site. The window well is not really egress in the middle of December. I do think we can support 80A and I only support positive three points for the historic restoration. (Mr. Mosher: In regard to 80A, it is an absolute policy which, depending on the Commission's direction, will make or break the project.)

Mr. Mamula: I think I'm the only one who is against 80A so this would pass with support from the other members. (Mr. Mosher: Maybe I can get more leverage for design improvements with the applicant after this discussion tonight. There seems after this discussion that there is a positive point analysis with three positive points.)

COMBINED HEARINGS:

1) Barron Fence Variance (MGT) PL-2015-0053, 68 Victory Lane

Mr. Thompson presented a proposal to construct a fence in order to reduce public confusion as to the location of the boundary between the applicant's land and the public trail. The applicant is proposing to construct a fence with drystack stone and wood fencing to reflect the architectural character of the residence and neighborhood that will function as an aesthetically pleasing means of discouraging trespassing by users of the public trail easement. The proposed fence does not extend the entire length of the trail, but is proposed in an area where access to private property has repeatedly been made. The intention is provide a clear definition of the boundary between the public trail easement and private property.

Staff supports the variance. There have been numerous instances where the public believes the yard and tree area of Lot 1, Warrior's Preserve, are public property. A fence will eliminate any public confusion. The applicant's loss of privacy as well as the liability and risk of personal injury on private property represent hardship in this situation. The fence is designed to match architectural character and detail of the residence and the neighborhood. The fence will act as a visual barrier to discourage trespassers.

The Planning Department recommended approval of the Barron Fence Variance, PL-2015-0053, with the presented Findings and Conditions.

Commissioner Questions / Comments:

Mr. Schroder: Why two pieces? (Ms. Jennifer Barron and Mr. Curt Sandman, property owners: Because it is the length of two football fields. I'm less concerned with people walking through and more concerned that people will wander in and we are just trying to deter people and designate that this is private property. We also want access to the trail too. People get confused that this is the Burro trail and it isn't.)

Mr. Schuman: I fully support.

Mr. Schroder: I fully support.

Ms. Christopher: I support.

Mr. Lamb: I support it.

Ms. Dudney: I support it.

Mr. Mamula: I support it too and I appreciate that you aren't making a long fence but just delineating the private property.

Mr. Schroder: We've done this before too around Carter Park.

Ms. Christopher made a motion to approve the Barron Fence Variance, PL-2015-0053, with the presented findings and conditions. Mr. Schuman seconded, and the motion was carried unanimously (6-0).

OTHER:

Planning Department Staffing Changes: Mr. Greenburg is leaving the Community Development Department and moving back to Philadelphia. However, Mr. Kulick is coming back over to Community Development Planning from the Open Space Department.

ADJOURNMENT:

The meeting was adjourned at 8:03 pm.

Eric Mamula, 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 2015

Saturday, July 11, 2015; 11 am	Breckenridge Sawmill Museum Opening
Tuesday, July 14, 2015; 3:00/7:30 pm	First Meeting of the Month
Saturday, July 18, 2015; TBA	Community Center Time Capsule Placement
Friday, July 24, 2015; 8-9am; Amazing Grace	Coffee Talk
Tuesday, July 28, 2015; 3:00/7:30 pm	Second Meeting of the Month

AUGUST 2015

Tuesday, August 11, 2015; 3:00/7:30 pm	First Meeting of the Month
Friday, August 14, 2015; 8-9am; TBA	Coffee Talk
Wednesday, August 20-Friday, August 21	USA Pro Cycling Challenge
Tuesday, August 25, 2015; 3:00/7:30 pm	Second Meeting of the Month

SEPTEMBER 2015

Tuesday, September 8, 2015; 3:00/7:30 pm	First Meeting of the Month
Friday-Sunday, September 11-13; Main Street	Oktoberfest
Thursday-Sunday, September 17-20; Various Locations	Breckenridge Film Festival
Friday, September 25, 2015; 8-9am; TBA	Coffee Talk
Tuesday, September 22, 2015; 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 Wednesday of the Month; 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.	Breckenridge Tourism Office; BTO 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