



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, November 24, 2015; 7:30 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - NOVEMBER 10, 2015	3
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
V	RESOLUTION NO. 25, SERIES 2015 - HURON LANDING FACT FINDING PUBLIC HEARING AND RESOLUTION	8
VI	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2015 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO. 32, SERIES 2015 - AN ORDINANCE AMENDING SECTION 6-3C-15 OF THE BRECKENRIDGE TOWN CODE CONCERNING PANHANDLING AND SOLICITATION	14
	2. COUNCIL BILL NO. 33, SERIES 2015 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2016	21
	3. COUNCIL BILL NO. 34, SERIES 2015 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2016	28
	4. COUNCIL BILL NO. 35, SERIES 2015 - AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE TOWN OF BRECKENRIDGE (Huron Landing – 1.48 Acres, More Or Less)	31
	5. COUNCIL BILL NO. 36, SERIES 2015 - AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 5 (Huron Landing – 1.48 Acres, More Or Less)	34
	6. COUNCIL BILL NO. 37, SERIES 2015 - AN ORDINANCE APPROVING THE SALE OF THE TOWN'S INTEREST IN CERTAIN REAL PROPERTY (Lot 6, Block 4, Breckenridge Heights Filing No. 2 – Shelden)	38
VII	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2015 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO. 38, SERIES 2015 - AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO THE BRECKENRIDGE TOWN CODE CONCERNING MARIJUANA	58
	B. 2016 PROPOSED BUDGET PUBLIC HEARING	
	C. RESOLUTIONS, SERIES 2015	
	1. RESOLUTION NO. 26, SERIES 2015 - A RESOLUTION ADOPTING THE 2016 BUDGET AND MAKING APPROPRIATIONS THEREFOR	78
	D. OTHER	
VIII	PLANNING MATTERS	
	A. PLANNING COMMISSION DECISIONS	87
	B. PLANNING COMMISSION REPORT (MS. WOLFE)	
IX	REPORT OF TOWN MANAGER AND STAFF	
X	REPORT OF MAYOR AND COUNCILMEMBERS	
	A. CAST/MMC (MAYOR WARNER)	

*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.

- 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)

XI OTHER MATTERS

XII SCHEDULED MEETINGS

97

XIII 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.

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, November 10, 2015
PAGE 1

1 of 5

CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of November 10, 2015 to order at 7:33 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Mr. Burke, Ms. Wolfe, Ms. Gigliello and Mayor Warner.

APPROVAL OF MINUTES - OCTOBER 13, 2015

With no changes or corrections to the meeting minutes of October 13, 2015, Mayor Warner declared they would stand approved as submitted.

APPROVAL OF AGENDA

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

COMMUNICATIONS TO COUNCIL

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

Mayor Warner opened Citizen's Comment.

Town of Breckenridge Municipal Court Judge Buck Allen thanked staff and the Town of Breckenridge for his time spent as the Judge. He stated that last season ski pass violations were at 147, which is a decline from prior years. He further stated it is difficult to plan for staffing when you can't control the process of issuing those tickets. The Judge also spoke about the public display and use of marijuana, as well as minors in possession, transients and false ID citations that were written into court. He told Council that the court has collected money for "coats for needy kids" as it has done in the past, and he would like to continue being the judge for as many as 10 more years.

Mr. Bobby Craig, an architect in Breckenridge, stated he was at the meeting to talk about boys rugby. Mr. Craig stated he applied for an in-kind grant for a new boys rugby program to use the turf field in the spring, and he is expecting about 30 players. He further stated the Blue Goose Rugby team is supporting the boys team. Mr. Craig stated it's a new program and a club sport under Rugby Colorado and Summit Rugby.

Ms. Carol Rockne of Breckenridge introduced Mrs. Kathy Hagen, manager of the Dredge Restaurant. Ms. Rockne spoke about her concern about the lack of adequate lighting by the restaurant and to the F-Lot, and possible safety hazards. She recommended using holiday lights to light the way as a temporary solution this winter. Mayor Warner stated the Town is looking at lighting again, and he stated staff will look into this issue.

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

B. Breckenridge Tourism Office Update

Ms. Lucy Kay, Director of the BTO, stated the board nominating committee had its first meeting to fill 4 seats that will come open in June. She further stated Council will appoint two of these seats. Also, Ms. Kay stated the Business Services Committee will help with a train the trainer program which will in turn help build a strong service culture in the community. She further stated the BTO has begun the process of identifying people who want to audit businesses, and will be adding a new service indicator on the surveys. Ms. Kay stated the Welcome Center remodel is coming in on budget and will be open this week. For those who didn't make the 2016 BTO meeting, they hosted over 90 people, and the afternoon sessions were also well attended.

C. Breckenridge Ski Resort Update

Mr. John Buhler, COO of Breckenridge Ski Resort, stated Wake Up Breckenridge is on Thursday, opening day is Friday, with the Colorado Chair, 5 Chair and Rip's Ride open, as well as three jumps on Park Lane. He further stated the grants reception a couple of weeks ago was a success, and congrats to the Town on ballot issue 2A. Mr. Buhler stated the ski resort had a meeting on Friday with Tim and Rick and now we can keep moving forward on parking and transit. Mr. Buhler stated he will send the uphill skinning policy to everyone tomorrow, and it is the same as last year. Ms. Lawrence stated she appreciates the social media responses by Breckenridge Ski Resort, and Ms. Gigliello stated she appreciated the mention of the Town by Phil Metz at the BTO meeting today.

D. USA Pro Cycling Challenge Update

Ms. Jennifer McAtamney, co-chair of the event committee, stated this year needed a lot of resources from the community, and Breckenridge put on a good show. She further stated the event had about 1 million spectators overall, and included the first women's race, boasted the largest NBC ratings ever, and was televised in 200 countries and territories. Ms. McAtamney stated the Tour Tracker app was popular, and the host city vignettes were popular as well, providing a large social media impact. The committee presented the Council with a signed jersey from the stage winner, and Mr. Waldes stated the impact to the town was \$60K less than what was anticipated due to sponsorship, food and lodging savings. He further stated the net cost of the event was \$320K for the entire 2-day event in Breckenridge. Ms. Kim Dykstra, Communications Director, presented the committee co-chairs with signed jerseys. Mayor Warner stated the Council has recommendations if the race returns next year, and Ms. McAtamney stated she feels the messaging could have highlighted more positive "open" and "drive here" statements. Mayor Warner also stated he took the trail from Town up to Moonstone, and he wished other people knew of that route. Ms. McAtamney stated thanks to the committee for their hard work.

CONTINUED BUSINESS

A. Second Reading of Council Bills, Series 2015 - Public Hearings

1. COUNCIL BILL NO. 31, SERIES 2015 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO THE TOWN OF BLUE RIVER

Mayor Warner read the title into the minutes. Mr. Tim Berry stated this ordinance will authorize an easement agreement between the Town of Breckenridge and the Town of Blue River, and one proposed change to the ordinance relates to the restoration of the easement. Mayor Warner opened the public hearing. There were no comments and the hearing was closed.

Ms. Wolfe moved to approve COUNCIL BILL NO. 31, SERIES 2015 - AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO THE TOWN OF BLUE RIVER. Mr. Burke seconded the motion.
The motion passed 7-0.

NEW BUSINESS

A. 2016 Proposed Budget Public Hearing

Mayor Warner opened the public hearing for the 2016 Proposed Budget. There were no comments and the hearing was closed.

B. First Reading of Council Bills, Series 2015 - Public Hearings

1. COUNCIL BILL NO. 32, SERIES 2015 - AN ORDINANCE AMENDING SECTION 6-3C-15 OF THE BRECKENRIDGE TOWN CODE CONCERNING PANHANDLING AND SOLICITATION

Mayor Warner read the title into the minutes. Mr. Tim Berry stated this ordinance would

revise the Aggressive Solicitation ordinance to bring it into compliance with a recent U.S. Supreme Court case. He further stated that what will be left in the ordinance will be criminal offenses along the lines of harassment, which is an enforceable offense. Mayor Warner opened the public hearing on first reading. There were no comments and the hearing was closed.

Mr. Gallagher moved to approve COUNCIL BILL NO. 32, SERIES 2015 - AN ORDINANCE AMENDING SECTION 6-3C-15 OF THE BRECKENRIDGE TOWN CODE CONCERNING PANHANDLING AND SOLICITATION. Ms. Gigliello seconded the motion.

The motion passed 7-0.

2. COUNCIL BILL NO. 33, SERIES 2015 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2016
Mayor Warner read the title into the minutes. Mr. Tim Berry stated the Charter requires that the water rate structure be set by ordinance. Mayor Warner opened the public hearing on first reading. There were no comments and the hearing was closed.
Ms. Gigliello moved to approve COUNCIL BILL NO. 33, SERIES 2015 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2016. Mr. Gallagher seconded the motion.
The motion passed 7-0.
3. COUNCIL BILL NO. 34, SERIES 2015 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2016
Mayor Warner read the title into the minutes. Mr. Tim Berry stated this ordinance would impose the Town's mill levy for the year 2016. He further stated this ordinance is necessary by law, and is in the same form as last year.
Mayor Warner opened the public hearing on first reading. There were no comments and the hearing was closed.
Ms. Lawrence moved to approve COUNCIL BILL NO. 34, SERIES 2015 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2016. Mr. Burke seconded the motion.
The motion passed 7-0.
4. COUNCIL BILL NO. 35, SERIES 2015 - AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE TOWN OF BRECKENRIDGE (Huron Landing-1.48 acres, more or less)
Mayor Warner read the title into the minutes. Mr. Tim Berry stated this is the property on which the Town and County plan to build affordable housing. He further stated this ordinance annexes the property, and the Fact Finding Resolution which will be presented at the next meeting is a pre-condition to this ordinance to annex the property.
Mayor Warner opened the public hearing on first reading. There were no comments and the hearing was closed.
Mr. Brewer moved to approve COUNCIL BILL NO. 35, SERIES 2015 - AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE TOWN OF BRECKENRIDGE (Huron Landing-1.48 acres, more or less). Ms. Gigliello seconded the motion.
The motion passed 7-0.
5. COUNCIL BILL NO. 36, SERIES 2015 - AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 5 (Huron Landing- 1.48 acres, more or less)
Mayor Warner read the title into the minutes. Mr. Tim Berry stated this ordinance relates to the annexation ordinance, is determined by the Town's Master Plan, and is required by the

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, November 10, 2015
PAGE 4

4 of 5

State.

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

Mr. Gallagher moved to approve COUNCIL BILL NO. 36, SERIES 2015 - AN ORDINANCE PLACING RECENTLY ANNEXED PROPERTY IN LAND USE DISTRICT 5 (Huron Landing- 1.48 acres, more or less). Ms. Wolfe seconded the motion. The motion passed 7-0.

6. COUNCIL BILL NO. 37, SERIES 2015 - AN ORDINANCE APPROVING THE SALE OF THE TOWN'S INTEREST IN CERTAIN REAL PROPERTY (Lot 6, Block 4, Breckenridge Heights Filing No. 2 – Shelden)

Mayor Warner read the title into the minutes. Mr. Tim Berry stated the Charter requires that any contract to sell town owned real property must be approved by ordinance. He also stated that as part of the sale, the buyer agrees to a trail easement that is favorable to the Town. Mayor Warner opened the public hearing on first reading. There were no comments and the hearing was closed.

Mr. Burke moved to approve COUNCIL BILL NO. 37, SERIES 2015 - AN ORDINANCE APPROVING THE SALE OF THE TOWN'S INTEREST IN CERTAIN REAL PROPERTY (Lot 6, Block 4, Breckenridge Heights Filing No. 2 – Shelden). Ms. Gigliello seconded the motion.

The motion passed 7-0.

- C. Resolutions, Series 2015
- D. 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 no update from the notes of the meeting.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen stated he had no report.

REPORT OF MAYOR AND COUNCILMEMBERS

Committee Reports were covered as part of the afternoon Work Session.

- 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)

OTHER MATTERS

Ms. Wolfe stated she would not like to revisit the connectors conversation after all, as it's difficult to see what might happen with this ordinance. She stated she thinks it's good to be critical of the small things, but her issues lie in the functionality vs. aesthetics. And she

doesn't see a better place to go at the moment.

Ms. Wolfe stated she feels it's important for Council to be represented on the events committee, which has representatives from almost all of the major players in the events scene. She further stated the committee needs leadership. Mayor Warner asked if the committee would be open to thinking outside the box about new events, and be willing to think critically and make bold decisions about events. Ms. Wolfe stated it's important to have people on the committee with fiscal responsibility and who know events and the committee evaluates every major event. Ms. Lawrence stated she believes we should follow-up with the event producers to get their feedback on how the process goes and Mr. Brewer stated he'd like to see a report about the events so this Council has a better understanding of what's going into the planning and execution of them. Ms. Lawrence stated it would be nice to see the committee produce event reports. Mr. Gagen stated this committee has been operating for less than a year. Mr. Brewer stated he doesn't see a place in the system for new ideas as it's a closed-loop system, and wondered how the town receives feedback and provides it. Ms. Wolfe stated the goal of the committee has been in part to fill the shoulder seasons, and it's a process of evaluating events. Mr. Burke stated the goal may not have been to put everything into the shoulder seasons. Ms. Gigliello stated she likes the Town's stronger connection to this committee. Mr. Burke stated he wants to encourage Council to do a genuine, fair, encouragement to get people on the committee and he is concerned about the perception of the board.

Ms. Gigliello asked about a possible increased Wi-Fi Overlay for the Town. Mr. Gagen stated when this was last brought up, it was determined that Wi-Fi would only be in public buildings because of capacity issues within the Town, and other things. She asked the Council to take another look at the options. Mr. Gagen further stated we have it in public buildings, and we cover about 60% of the Town with those signals.

Ms. Lawrence asked about the Airport Road green holiday lights, and if staff had gotten calls. Staff explained that those lights generally fall within the holiday light guidelines.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:25 pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

Helen Cospolich, Town Clerk

John Warner, Mayor

MEMO

TO: Town Council

FROM: Town Attorney

RE: Huron Landing Annexation

DATE: November 17, 2015 (for November 24th meeting)

The public hearing on the proposed Huron Landing annexation is scheduled for next Tuesday. Following the conclusion of the public hearing, state law requires the Council to adopt what is commonly referred to as the “Fact Finding Resolution.” This resolution makes specific “findings” that the Huron Landing property meets all of the statutory and constitutional requirements, and is therefore eligible for annexation to the Town.

You should note, however, that by adopting the Fact Finding Resolution and establishing the property’s eligibility for annexation to the Town, the Council is not agreeing to annex the property. The Council will retain its discretion with respect to that question until the time of the second reading consideration of the actual Annexation Ordinance (Council Bill No. 35).

A copy of a proposed Fact Finding Resolution for the Huron Landing property is enclosed. Staff has reviewed the Fact Finding Resolution and believes that each of the findings set forth in the resolution is correct.

I will be happy to discuss these matters with you next Tuesday.

1 **FOR WORKSESSION/ADOPTION – NOV. 24**

2
3 A RESOLUTION

4
5 SERIES 2015

6
7 A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS
8 REGARDING THE PROPOSED ANNEXATION TO THE TOWN OF BRECKENRIDGE OF
9 A PARCEL OF LAND
10 (Huron Landing – 1.48 acres, more or less)

11
12 WHEREAS, the Town Council of the Town of Breckenridge has previously found a
13 petition for the annexation of the hereinafter described parcel of land to be in substantial
14 compliance with the requirements of Section 31-12-107(1), C.R.S.; and

15
16 WHEREAS, the Town Clerk has given notice of a public hearing on the proposed
17 annexation by publication of such notice once a week for four consecutive weeks and by mailing
18 notice of such hearing by registered mail to the Board of County Commissioners of Summit
19 County, the County Attorney, the school district, and to any special district having territory in the
20 area proposed to be annexed as required by Section 31-12-108(2), C.R.S.; and

21
22 WHEREAS, the Town Council held a public hearing on November 24, 2015 to determine
23 if the proposed annexation complies with Sections 31-12-104 and 105, C.R.S., and is, therefore,
24 eligible for annexation to the Town.

25
26 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
27 BRECKENRIDGE, COLORADO:

28
29 Section 1. With regard to the proposed annexation to the Town of the following described
30 real property, to wit:

31
32 PARCEL A: Government Lot 45, Section 30, Township 6 South, Range 77 West of the
33 6th Principal Meridian, County of Summit, State of Colorado

34 AND

35 PARCEL B: Parcel E, I-1 Industrial Area, According to the plat filed November 8, 1977
36 under Reception No. 170069, County of Summit, State of Colorado,

37
38 Said two parcels being more further described as follows:

39
40 BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF LOT 13, THE
41 HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1, ACCORDING TO THE
42 PLAT OF THE HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1,
43 RECORDED SEPTEMBER 15, 1994 AT RECEPTION NUMBER 476056. SAID
44 POINT IS THE TRUE POINT OF BEGINNING.

45 THENCE CONTINUING THE FOLLOWING SEVEN COURSES:

46 1.) S 54°09'38" E A DISTANCE OF 250.00 FEET;

- 1 2.) S 57°15'00" W A DISTANCE OF 88.32 FEET;
- 2 3.) S 10°00'29" E A DISTANCE OF 147.77 FEET;
- 3 4.) N 54°12'03" W A DISTANCE OF 146.42 FEET;
- 4 5.) 89.36 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT
- 5 HAVING A RADIUS OF 241.92 FEET AND A CENTRAL ANGLE OF 21°09'50".
- 6 CHORD BEARING IS N66°13'22" W AND CHORD LENGTH IS 88.85 FEET.
- 7 6.) N 76°19'00" W A DISTANCE OF 218.93 FEET;
- 8 7.) N 57° 15'00" E A DISTANCE OF 307.62 FEET TO THE TRUE POINT OF
- 9 BEGINNING CONTAINING 1.48 ACRES MORE OR LESS.

10
 11 the Town Council of the Town of Breckenridge ("Town") hereby finds, determines, and
 12 concludes as follows:

- 13
- 14 A. The finding made by the Town Council in Resolution No. 16, Series 2015 that the
- 15 Petition For Annexation filed in this matter is in substantial compliance with the
- 16 requirements of Section 31-12-107(1), C.R.S., is reaffirmed and incorporated into
- 17 this resolution by reference.

- 18 B. In connection with this annexation proceeding Section 30(1) of Article 2 of the
- 19 Colorado Constitution has been complied with because the Town has received a
- 20 petition for annexation signed by persons comprising more than fifty percent of
- 21 the landowners in the area proposed for annexation and owning more than fifty
- 22 percent of the area proposed for annexation, excluding public streets, and alleys
- 23 and any land owned by the Town.

- 24 C. Not less than one-sixth of the perimeter of the area proposed to be annexed is
- 25 contiguous with the existing boundaries of the Town and, therefore, because of
- 26 such contiguity, a community of interest exists between the territory proposed to
- 27 be annexed and the Town.

- 28 D. No portion of the required contiguity for this annexation was achieved by
- 29 annexing a platted street or alley, a public or private right-of-way, a public or
- 30 private transportation right-of-way or area, or a lake, reservoir, stream, or other
- 31 natural or artificial waterway. Therefore, the requirements of Section 31-12-
- 32 105(1)(e)(II), (e.1), and (e.3) do not apply to this annexation.

- 33 E. The contiguity required for this annexation was not established by use of any
- 34 boundary of an area which was previously annexed to the Town but which, at the
- 35 time of its annexation, was not contiguous at any point with the boundary of the
- 36 Town; was not otherwise in compliance with the requirements of Section 31-12-
- 37 104(1)(a), C.R.S.; and was located more than three miles from the nearest
- 38 boundary of the Town; nor was such contiguity established by use of any
- 39 boundary of territory which has been subsequently annexed directly to, or which
- 40 was indirectly connected through subsequent annexations to, such area.

- 41 F. The territory proposed to be annexed is urban or will be urbanized in the near
- 42 future.

- 1
2 G. The territory proposed to be annexed is integrated with, or is capable of being
3 integrated with, the Town of Breckenridge, Colorado.
- 4 H. No land held in identical ownership, whether consisting of one tract or parcel of
5 real estate or two or more contiguous tracts or parcels or real estate, has been
6 divided into separate parts or parcels without the written consent of the
7 landowners thereof unless such tracts or parcels are separated by a dedicated
8 street, road, or other public way.
- 9 I. No land held in identical ownership, whether consisting of one tract or parcel of
10 real estate or two or more contiguous tracts or parcels or real estate, comprising
11 twenty (20) acres or more (which, together with the buildings and improvements
12 situated thereon has a valuation for assessment in excess of Two Hundred
13 Thousand Dollars [\$200,000] for ad valorem tax purposes for the year preceding
14 the annexation) has been included without the written consent of the landowners
15 unless such tract of land is situated entirely within the outer boundaries of the
16 Town as they exists at the time of annexation.
- 17 J. No annexation proceedings concerning the territory proposed to be annexed have
18 been commenced by another municipality.
- 19 K. The proposed annexation will not result in the detachment of area from a school
20 district.
- 21 L. The proposed annexation will not result in the extension of the boundaries of the
22 Town more than three miles.
- 23 M. The Town has in place a plan for the area proposed to be annexed.
- 24 N. In establishing the boundaries of the area proposed to be annexed the entire width
25 of any street or alley is included within the area to be annexed.
- 26 O. Nothing in either Section 31-12-104 or Section 31-12-105, C.R.S., prevents the
27 annexation of the subject property to the Town.
- 28 P. The area proposed to be annexed meets all applicable requirements under
29 Colorado law, and is eligible for annexation to the Town.

30 Section 2. An election is not required in connection with the proposed annexation.

31
32 Section 3. No additional terms or conditions are to be imposed upon the area proposed to
33 be annexed.

34
35 Section 4. This resolution is effective upon adoption.

36
37 RESOLUTION APPROVED AND ADOPTED THIS _____ DAY OF _____,
38 2015.

TOWN OF BRECKENRIDGE

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

APPROVED IN FORM

Town Attorney date

1300-63 \Fact Finding Resolution (11-17-15)

TOWN OF BRECKENRIDGE
NOTICE OF PUBLIC HEARING OF
PROPOSED ANNEXATION

NOTICE is hereby given that the Town Council of the Town of Breckenridge has determined that a Petition For Annexation of the following described real property, to wit:

PARCEL A: Government Lot 45, Section 30, Township 6 South, Range 77 West of the 6th Principal Meridian, County of Summit, State of Colorado
AND
PARCEL B: Parcel E, I-1 Industrial Area, According to the plat files November 8, 1977 under Reception No. 170069, County of Summit, State of Colorado,
Said two parcels being more further described as follows:

Beginning at a point on the South boundary line of lot 13, The Highlands at Breckenridge filing number 1, according to the plat of The Highlands at Breckenridge filing number 1, recorded September 15, 1994 at reception number 476056. Said point is the true point of beginning. Thence continuing the following seven courses:

- 1.) S 54°09'38" E a distance of 250.00 feet;
- 2.) S 57°15'00" W a distance of 88.32 feet;
- 3.) S 10°00'29" E a distance of 147.77 feet;
- 4.) N 54°12'03" W a distance of 146.42 feet;
- 5.) 89.36 feet along the arc of a non tangent curve to the left having a radius of 241.92 feet and a central angle of 21°09'50". Chord bearing is S66°13'22" W and chord length is 88.85 feet.
- 6.) N 76°19'00" W a distance of 218.93 feet;
- 7.) N 57°15'00" E a distance of 307.62 feet to the true point of beginning containing 1.48 acres more or less.

substantially complies with the requirements of law. Accordingly, on November 24, 2015 at 7:30 o'clock P.M., or as soon thereafter as the matter may be heard, in the Council Chambers of the Breckenridge Town Hall, 150 Ski Hill road, Breckenridge, Colorado, the Town Council of the Town of Breckenridge will hold a public hearing for the purpose of determining and finding whether property proposed to be annexed meets the requirements of Section 30 of Article II of the Colorado Constitution and Section 31-12-104 and Section 31-12-105, C.R.S., and is considered eligible for annexation to the Town of Breckenridge. The Town Council shall also determine the Land Use District classification to be given to such property in the event of annexation. All interested persons may appear at said hearing and present evidence upon any matter to be determined by the Town Council.

GIVEN BY ORDER OF THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO this 13th day of October, 2015.

Helen Cospolich, Town Clerk

PUBLICATION DATES: October 23, 2015, October 30, 2015, November 6, 2015, and November 13, 2015

RESOLUTION NO. 21
Series 2015

A RESOLUTION AMENDING RESOLUTION NO. 16, SERIES 2015 CONCERNING THE DATE OF THE PUBLIC HEARING ON AN ANNEXATION PETITION (HURON LANDING - 1.48 ACRES, MORE OR LESS)

WHEREAS, the Town Council received a Petition For Annexation submitted by the Board of County Commissioners of Summit County, Colorado with respect to a 1.48 parcel of land; and

WHEREAS, on September 8, 2015 the Town Council reviewed the Petition For Annexation in accordance with Section 31-12-107(1)(f), C.R.S.; and

WHEREAS, on September 8, 2015, the Town Council adopted Resolution No. 16, Series 2015 finding and determining that the Petition For Annexation met the applicable requirements of law; and

WHEREAS, as part of Resolution No. 16, Series 2015, the Town Council set a public hearing on the Petition For Annexation for October 13, 2015; and

WHEREAS, it is necessary to reschedule the public hearing to allow for proper notice of the public hearing to be given as required by law.

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

Section 1. Section 2 of Resolution No. 16, Series 2015 is amended to read as follows:

Section 2. The Town Council shall hold a public hearing on the proposed annexation on November 24, 2015 at 7:30 P.M., or as soon thereafter as possible, at Breckenridge Town Hall, 150 Ski Hill Road, Breckenridge, Colorado, to determine if the proposed annexation complies with Section 30 of Article II of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this 13th day of October, 2015.

TOWN OF BRECKENRIDGE
By: /s/ John G. Warner, Mayor

ATTEST:
Helen Cospolich
Town Clerk

APPROVED IN FORM
/s/ _____
Town Attorney/Date

RESOLUTION NO. 16
SERIES 2015

A RESOLUTION FINDING A PETITION FOR ANNEXATION OF A PARCEL OF LAND TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S (Huron Landing - 1.48 acres, more or less)

WHEREAS, a Petition for Annexation of the hereinafter described real property has been filed with the Town Clerk of the Town of Breckenridge, Colorado; and

WHEREAS, the Petition has been referred to the Town Council of the Town of Breckenridge, Colorado, for a determination of substantial compliance with the requirements of Section 31-12-107(1), C.R.S.; and

WHEREAS, the Town Council has been advised by the staff, and has taken official notice of all maps, records and other information and other materials on file with the Town of Breckenridge, Colorado, regarding said petition.

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

Section 1. The Petition for Annexation of the following described real property:

PARCEL A: Government Lot 45, Section 30, Township 6 South, Range 77 West of the 6th Principal Meridian, County of Summit, State of Colorado
AND
PARCEL B: Parcel E, I-1 Industrial Area, According to the plat filed November 8, 1977 under Reception No. 170069, County of Summit, State of Colorado,

Said two parcels being more further described as follows:
BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF LOT 13, THE HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1, ACCORDING TO THE PLAT OF THE HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1, RECORDED SEPTEMBER 15, 1994 AT RECEPTION NUMBER 476056. SAID POINT IS THE TRUE POINT OF BEGINNING.

- THENCE CONTINUING THE FOLLOWING SEVEN COURSES:
- 1.) S 54°09'38" E A DISTANCE OF 250.00 FEET;
- 2.) S 57°15'00" W A DISTANCE OF 88.32 FEET;
- 3.) S 10°00'29" E A DISTANCE OF 147.77 FEET;
- 4.) N 54°12'03" W A DISTANCE OF 146.42 FEET;
- 5.) 89.36 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 241.92 FEET AND A CENTRAL ANGLE OF 21°09'50". CHORD BEARING IS N66°13'22" W AND CHORD LENGTH IS 88.85 FEET.
- 6.) N 76°19'00" W A DISTANCE OF 218.93 FEET;
- 7.) N 57°15'00" E A DISTANCE OF 307.62 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 1.48 ACRES MORE OR LESS.

is determined to be in substantial compliance with Section 31-12-107(1), C.R.S.

Section 2. The Town Council shall hold a public hearing on the proposed annexation on October 13, 2015 at 7:30 P.M., or as soon thereafter as possible, at Breckenridge Town Hall, 150 Ski Hill Road, Breckenridge, Colorado, to determine if the proposed annexation complies with Section 30 of Article II of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The Town Clerk shall publish a Notice of Public Hearing once a week for four successive weeks in a newspaper of general circulation in the area proposed to be annexed, with the first publication of such notice to be at least thirty days prior to the date of the hearing. The Town Clerk shall further provide notice to the Clerk of the Board of County Commissioners of Summit County, the Summit County Attorney, and to any special district or school district having territory within the area proposed to be annexed, in the manner and within the time provided in Section 31-12-108(2), C.R.S.

Section 4. This resolution is effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2015.

TOWN OF BRECKENRIDGE
By: /s/ John G. Warner, Mayor

ATTEST:
/s/ Helen Cospolich, Town Clerk

APPROVED IN FORM
/s/ _____
Town Attorney/Date

Published in the Summit County Journal October 23, 30, 2015 and November 6 and 13, 2015. (11620739)

Ad shown is not actual print size

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 32 (Amendments to Town's Aggressive Solicitation/Panhandling Ordinance)

DATE: November 17, 2015 (for November 24th meeting)

The second reading of the ordinance amending the Town's Aggressive Solicitation/Panhandling Ordinance is scheduled for your meeting on November 24th. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 24**

2
3 **NO CHANGE FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 32

9
10 Series 2015

11
12 AN ORDINANCE AMENDING SECTION 6-3C-15 OF THE BRECKENRIDGE TOWN
13 CODE CONCERNING PANHANDLING AND SOLICITATION

14
15 WHEREAS, On June 18, 2015 the United States Supreme Court issued its decision in the
16 case of *Reed v. Town of Gilbert, Arizona*, 135 S.Ct. 2218 (2015); and

17
18 WHEREAS, in *Reed v. Town of Gilbert, Arizona* the Supreme Court addressed the
19 requirement of content-neutrality when analyzing government regulations that implicate the First
20 Amendment to the United States Constitution; and

21
22 WHEREAS, although *Reed v. Town of Gilbert, Arizona* involved a municipal sign code,
23 the majority’s opinion in the case has been extended to invalidate certain provisions of municipal
24 ordinances attempting to regulate panhandling and aggressive solicitation; and

25
26 WHEREAS, on September 30, 2015, the United States District Court for the District of
27 Colorado issued an order in the case of *Brown, et al. v City of Grand Junction, Colorado*, Civil
28 Action No. 14-cv-00809-CMA-KLM, invalidating on constitutional grounds certain provisions
29 of the Grand Junction ordinance regulating panhandling and aggressive solicitation that are
30 similar to the Town’s panhandling and aggressive solicitation ordinance; and

31
32 WHEREAS, it is necessary for the Town’s ordinance regulating panhandling and
33 aggressive solicitation to be amended to conform to the new legal standard that applies to such
34 municipal ordinances.

35
36 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
37 COLORADO:

38
39 Section 1. Section 6-3C-15 of the Breckenridge Town Code is amended to read as
40 follows:

41
42 6-3C-15: PANHANDLING AND SOLICITATION:

43
44 ~~A. Legislative Findings:~~

- 1 1. ~~The town council finds that the increase in aggressive solicitation throughout the~~
2 ~~town has become extremely disturbing and disruptive to residents and businesses, and~~
3 ~~has contributed not only to the loss of access to and enjoyment of public places, but~~
4 ~~also to an enhanced sense of fear, intimidation and disorder.~~
- 5 2. ~~Aggressive solicitation usually includes approaching or following pedestrians,~~
6 ~~repetitive soliciting despite refusals, the use of abusive or profane language to cause~~
7 ~~fear and intimidation, unwanted physical contact, or the intentional blocking of~~
8 ~~pedestrian and vehicular traffic. The town council further finds that the presence of~~
9 ~~individuals who solicit money from persons at or near banks, automated teller~~
10 ~~machines, or in public transportation vehicles is especially troublesome because of~~
11 ~~the enhanced fear of crime in those confined environments. Such activity carries with~~
12 ~~it an implicit threat to both persons and property.~~
- 13 3. ~~The manner of solicitation involving the initial offering of an item of personal~~
14 ~~property, such as hat, to a prospective donor followed immediately by a request for a~~
15 ~~donation is particularly coercive because the prospective donor may feel compelled to~~
16 ~~make a donation in recognition of the fact that he or she has already received an item~~
17 ~~of value from the solicitor. This particular form of solicitation is particularly~~
18 ~~bothersome and annoying to the many visitors to the town.~~
- 19 4. ~~The provisions of this section seek to balance the legal rights of panhandlers and~~
20 ~~solicitors with the legitimate expectations and interests of the residents, visitors and~~
21 ~~business owners of the town.~~
- 22 5. ~~The restrictions and limitations on panhandlers and solicitors set forth in this section~~
23 ~~are reasonable time, place and manner restrictions on the activities of panhandlers and~~
24 ~~solicitors as authorized by law.~~
- 25 6. ~~The provisions of this section are content neutral and are narrowly tailored to address~~
26 ~~the specific problems associated with the conduct of panhandlers and solicitors. The~~
27 ~~provisions of this section leave open ample alternative channels of communication for~~
28 ~~panhandlers and solicitors, such as oral advocacy not involving threat or coercion,~~
29 ~~expressed or implied; distribution of literature; door to door solicitation; telephone~~
30 ~~solicitation and solicitation by mail.~~
- 31 7. ~~The town council is enacting this section pursuant to its police power, as provided in~~
32 ~~the town charter and other applicable Colorado law. This law is timely and~~
33 ~~appropriate because current laws and town regulations are insufficient to address the~~
34 ~~mentioned problems.~~
- 35 8. ~~The law is not intended to limit any person from exercising their constitutional right~~
36 ~~to solicit funds, picket, protest or engage in other constitutionally protected activity.~~
37 ~~Rather, its goal is to protect citizens and guests of the town from the fear, intimidation~~
38 ~~and coercion accompanying certain kinds and manner of solicitation that have~~
39 ~~become an unwelcome presence in the town.~~

1 BA.Definitions: For the purpose of this section:

AGGRESSIVE PANHANDLING:

~~1. Continuing to solicit from a person after the person has given a negative response to such soliciting;~~

21. Intentionally touching or causing physical contact with another person without that person's consent in the course of soliciting;

32. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;

43. Using violent or threatening gestures toward a person solicited;

~~5. Persisting in closely following or approaching the person being solicited, with the intent of asking that person for money or other things of value, after the person solicited has been solicited and informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or anything of value to the solicitor;~~

64. Using profane or abusive language which is likely to provoke an immediate violent reaction from the person being solicited;

~~7. Soliciting money from anyone who is waiting in line for tickets, for entry to a building, or for another purpose;~~

85. Approaching or following a person for solicitation as part of a group of two (2) or more persons, in a manner and with conduct, words, or gestures intended or likely to cause a reasonable person to fear imminent bodily harm or damage to or loss of property or otherwise to be intimidated into giving money or other thing of value.

~~AUTOMATED TELLER MACHINE:~~

~~A device, linked to a financial institution's account records which is able to carry out transactions, including, but not limited to: account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments.~~

~~AUTOMATED TELLER MACHINE FACILITY:~~

~~The area comprised of one or more automatic teller machines, and any adjacent space which is made available to banking customers after regular banking hours.~~

~~FINANCIAL INSTITUTION:~~

~~Any bank, industrial bank, credit union, or savings and loan as defined in title 11 of the Colorado Revised Statutes.~~

~~PUBLIC PLACE:~~

~~A place to which the public or a substantial group of persons has access, including, but not limited to, any street, sidewalk, highway, parking lot, plaza, transportation facility, school, place of amusement, park, or playground.~~

~~SOLICITING OR PANHANDLING:~~

~~For purposes of this section are interchangeable and mean any solicitation made in person requesting an immediate donation of money. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation, is a donation for the purpose of this section. Panhandling does not include passively standing or sitting with a sign or other indication that one is seeking donations, without addressing any solicitation to any specific person other than in response to an inquiry by that person.~~

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~~CB~~ Prohibited Acts:

1. No person shall engage in aggressive panhandling in any public place.
2. ~~No person shall panhandle on private or residential property if the owner, tenant or lawful occupant of such property has either: a) asked the person to leave or refrain from panhandling on the property; or b) posted a sign upon the property clearly indicating that solicitors are not welcome on the property.~~ **No person shall panhandle**

on private or residential property after having been asked to leave or refrain from panhandling by the owner or other person lawfully in possession of such property.

- ~~3. No person shall panhandle within twenty feet (20') of public toilets.~~
- ~~4. No person shall panhandle within twenty feet (20') of any automated teller machine; provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the facility.~~
- ~~5. No person shall solicit from any operator or occupant of a motor vehicle that is located on a public street or alley.~~
- ~~6. No person shall panhandle in any public transportation vehicle, or within twenty feet (20') of any public transportation center or transit stop, or in any public parking lot or structure.~~
- ~~7. No person shall panhandle within six feet (6') of an entrance to a building.~~
- ~~8. No person shall panhandle within twenty feet (20') of any pay telephone; provided that when a pay telephone is located within a telephone booth or other facility, such distance shall be measured from the entrance or exit of the telephone booth or facility.~~
- ~~9. No person shall solicit or panhandle after dark, which shall mean one half (1/2) hour after sunset until one half (1/2) hour before sunrise.~~
- ~~10. No person shall solicit or panhandle within twenty feet (20') of any outdoor patio where food or drink are served.~~
- ~~11. No person shall solicit by first giving a prospective donor an item of personal property and then requesting a donation.~~

~~DC~~ Penalties: Every person convicted of a violation of this section shall be punished as provided in Section 1-4-1 of this Code.

~~E. Construction Of Ordinance:~~

- ~~1. This section is not intended to prescribe any demand for payment for services rendered or goods delivered.~~
- ~~2. This section is not intended to create a result through enforcement that is absurd, impossible or unreasonable.~~
- ~~3. This section should be held inapplicable in any such cases where its application would be unconstitutional under the constitution of the state of Colorado or the constitution of the United States of America.~~

Memorandum

TO: Town Council

FROM: Finance and Municipal Services

DATE: 11/12/2015 (for November 24th meeting)

RE: 2016 Water Rate Ordinance

The second reading of the ordinance fixing the 2016 Town water rates is scheduled for your meeting on November 24th. There are no changes proposed to the ordinance from first reading.

Staff will be available at the worksession to answer any questions you may have.

1 ***FOR WORKSESSION/SECOND READING – NOV. 24***

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

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

7
8 COUNCIL BILL NO. 33

9
10 Series 2015

11
12 AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL
13 WATER USER FEES EFFECTIVE JANUARY 1, 2016

14
15 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
16 COLORADO:

17
18 Section 1. The Town Council of the Town of Breckenridge finds and determines as
19 follows:

20
21 A. The Town of Breckenridge is a home rule municipal corporation organized and
22 existing pursuant to Article XX of the Colorado Constitution.

23
24 B. On April 1, 1980 the people of the Town of Breckenridge adopted the Breckenridge
Town Charter.

25 C. Section 13.1 of the Breckenridge Town Charter provides in pertinent part as follows:

26 The town shall have and exercise with regard to all utilities . . . all municipal
27 powers, including, without limitation, all powers now existing and which may be
28 hereafter provided by the Constitution and the statutes.

29
30 D. Section 13.1 of the Breckenridge Town Charter further provides that “the right of the
31 town to construct . . . any public utility, work or way, is expressly reserved.”

32 E. Section 31-35-402(1)(b), C.R.S., authorizes a municipality to operate and maintain
33 water facilities for its own use and for the use of public and private consumers and users within
34 and without the territorial boundaries of the municipality.

35 F. Pursuant to the authority granted by the Breckenridge Town Charter and Section 31-
36 35-402(1)(b), C.R.S., the Town owns and operates a municipal water system.

37 G. Section 13.3 of the Breckenridge Town Charter provides that “(t)he council shall by
38 ordinance establish rates for services provided by municipality-owned utilities.”

1 H. Section 31-35-402(1)(f), C.R.S., authorizes a municipality with respect to a municipal
2 water system:

3 To prescribe, revise, and collect in advance or otherwise, from any consumer or
4 any owner or occupant of any real property connected therewith or receiving
5 service therefrom, rates, fees, tolls, and charges or any combination thereof for the
6 services furnished by, or the direct or indirect connection with, or the use of, or
7 any commodity from such water facilities . . . , including, without limiting the
8 generality of the foregoing, . . . tap fees.
9

10 I. Section 31-35-402(1)(f), C.R.S., further provides that the governing body of a
11 municipality is empowered to establish and collect the rates, fees, tolls, and charges in
12 connection with the operation of its municipal water system “without any modification,
13 supervision, or regulation of any such rates, fees, tolls, or charges by any board, agency, bureau,
14 commission or official other than the governing body collecting them.”

15 J. The action of the Town Council in setting the rates, fees, tolls, and charges to be
16 charged and collected by the Town in connection with the operation of its municipal water
17 system is a legislative matter.

18 K. In connection with the adoption of this ordinance, the Town has reviewed,
19 considered, and relied upon a study of the reasonably anticipated current and future maintenance
20 and expansion costs for the Town’s municipal water system as prepared by the Town’s staff, and
21 all other matters, materials and information related thereto or submitted to the Town in
22 connection therewith. All such materials are to be considered part of the record of the
23 proceedings related to the adoption of this ordinance.

24 L. The rates, fees, tolls, and charges imposed in connection with the operation of a
25 municipal water system should raise revenue required, among other things, to construct, operate,
26 repair, maintain, upgrade, expand and replace the water system.

27 Section 2. Effective January 1, 2016, Section 12-4-11 of the Breckenridge Town Code
28 is amended so as to read in its entirety as follows:
29

30 12-4-11: WATER USER FEES; RESIDENTIAL:

31
32 A. The in town base rate user fee for all residential water users, regardless of the
33 size of the water meter, includes a usage allowance of not to exceed ten thousand
34 (10,000) gallons of water per SFE per billing cycle, and shall be computed
35 according to the following table:
36

<u>Water Use Date</u>	<u>Base User Fee</u>
Effective January 1, 2015	\$32.81 per billing cycle per SFE
<u>Effective January 1, 2016</u>	<u>\$34.45 per billing cycle per SFE</u>

37

B. In addition to the base user fee set forth in subsection A of this section, each in town residential water user shall pay an excess use charge for each one thousand (1,000) gallons of metered water, or fraction thereof, used per SFE per billing cycle in excess of the usage allowance of ten thousand (10,000) gallons of water per SFE per billing cycle. The amount of the excess use charge shall be computed according to the following table:

<u>Water Use Date</u>	<u>Excess Use Charge</u>
Effective January 1, 2015	\$5.00
<u>Effective January 1, 2016</u>	<u>\$5.25</u>

Section 3. Effective January 1, 2016, Section 12-4-12(A) of the Breckenridge Town Code is amended so as to read in its entirety as follows:

12-4-12: WATER USER FEES; NONRESIDENTIAL:

A. The in town base rate user fee per SFE per billing cycle and the usage allowance per SFE per billing cycle for all nonresidential water users shall be determined based upon the size of the water meter which connects the water using property to the water system, as follows:

For water used commencing January 1, ~~2015~~2016

<u>Meter Size</u>	<u>Base Water Fee Per Account</u>	<u>Usage Allowance Per Account (Gallons)</u>
Less than 1 inch	\$ 37.58 <u>\$ 39.46</u>	13,000
1 inch	56.37 <u>59.19</u>	20,000
1 ¹ / ₂ inch	98.37 <u>103.29</u>	35,000
2 inch	154.90 <u>162.64</u>	54,000
3 inch	297.83 <u>312.72</u>	105,000
4 inch	460.40 <u>483.42</u>	162,000
6 inch	904.61 <u>949.84</u>	318,000

Section 4. Effective January 1, 2016, Section 12-4-13 of the Breckenridge Town Code is amended so as to read in its entirety as follows:

1
2 12-4-13: WATER USER FEES; MIXED USE:
3

4 The in town base rate user fee and the usage allowance per billing cycle for all
5 mixed use water using properties shall be calculated based upon the predominant
6 use of the water using property as determined by the finance director. In addition
7 to the base user fee, each in town mixed use water user shall pay an excess use
8 charge of ~~three dollars eleven~~ **five dollars twenty five** cents (~~\$3.11~~ **5.25**) per one
9 thousand (1,000) gallons of metered water, or fraction thereof, used per billing
10 cycle in excess of the applicable usage allowance.

11
12 Section 5. Effective January 1, 2016, Section 12-4-14 of the Breckenridge Town Code is
13 amended so as to read in its entirety as follows:
14

15 12-4-14: BULK WATER:
16

17 The rate for each one thousand (1,000) gallons of bulk water sold by the town shall be
18 twenty one dollars (**\$21.00**) (~~(\$20.00)~~). In addition, a connection fee of one hundred dollars
19 (\$100.00), and a one thousand dollar (\$1,000.00) deposit shall be collected at the time of
20 each bulk water sale. The damage deposit, less any amount necessary to reimburse the
21 town for damage to the town's water meter and hydrant arising from the sale and delivery
22 of the bulk water, shall be returned to the purchaser of the bulk water within thirty (30)
23 days after the sale
24

25 Section 6. Except as specifically amended hereby, the Breckenridge Town Code, and the
26 various secondary codes adopted by reference therein, shall continue in full force and effect.
27

28 Section 7. The Town Council hereby finds, determines and declares that it has the
29 power to adopt this ordinance pursuant to the provisions of Section 31-35-402(1)(f), C.R.S., and
30 the powers contained in the Breckenridge Town Charter.
31

32 Section 8. This ordinance shall be published and become effective as provided by
33 Section 5.9 of the Breckenridge Town Charter.
34

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

41 TOWN OF BRECKENRIDGE, a Colorado
42 municipal corporation
43

44
45
46 By: _____
47 John G. Warner, Mayor

1
2

1 ATTEST:

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6 _____
Helen Cospolich

7 Town Clerk

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MEMO

TO: Town Council

FROM: Finance and Municipal Services Dept.

RE: An Ordinance Setting the 2016 Mill Levy

DATE: November 12, 2015 (for November 24th meeting)

The second reading of the ordinance fixing the Town's 2016 mill levy is scheduled for your meeting on November 24th. There are no changes proposed to the ordinance from first reading.

Staff will be available at the November 24th meeting if you have any questions.

1 **FOR WORKSESSION/SECOND READING – NOV. 24**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 34

6
7 Series 2015

8
9 AN ORDINANCE SETTING THE MILL LEVY WITHIN THE
10 TOWN OF BRECKENRIDGE FOR 2016

11
12 WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill
13 levy of 5.07 mills upon each dollar of the assessed valuation of all taxable property within the
14 Town of Breckenridge is needed to balance the 2015 Town budget.

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

18
19 Section 1. For the purposes of defraying the expense of the General Fund of
20 Breckenridge, Colorado for the fiscal year 2016, there is hereby levied a tax of 5.07 mills upon
21 each dollar of assessed valuation for all taxable property within the Town of Breckenridge.

22
23 Section 2. The Town Clerk is authorized and directed, after adoption of the budget by the
24 Town Council, to certify to the Board of County Commissioners of Summit County, Colorado,
25 the tax levies for the Town of Breckenridge, Colorado as herein set forth.

26
27 Section 3. This ordinance shall be published and become effective as provided by
28 Section 5.9 of the Breckenridge Town Charter.

29
30 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
31 PUBLISHED IN FULL this 10th day of November, 2015. A Public Hearing shall be held at the
32 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 24th day of
33 November, 2015, at 7:30 P.M. or as soon thereafter as possible in the Municipal Building of the
34 Town.

35
36 TOWN OF BRECKENRIDGE, a Colorado
37 municipal corporation

38
39
40 By _____
41 John G. Warner, Mayor

42
43 ATTEST:
44

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Helen Cospolich , Town Clerk

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 35 (Huron Landing Annexation Ordinance)
DATE: November 17, 2015 (for November 24th meeting)

The second reading of the ordinance annexing the County's Huron Landing property is scheduled for your meeting on November 24th.

There is one small change to ordinance from first reading. In the second "Whereas" clause on the first page of the ordinance (line 19), the date of the Council's public hearing on the proposed annexation has been changed from November 10, 2015 to November 24, 2015.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 24**

2
3 Additions To The Ordinance As Approved on First Reading Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 35

7
8 Series 2015

9
10 AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO
11 THE TOWN OF BRECKENRIDGE
12 (Huron Landing – 1.48 acres, more or less)

13
14 WHEREAS, the Town Council of the Town of Breckenridge has found a Petition For
15 Annexation of the hereinafter described parcel of land to be in substantial compliance with the
16 requirements of Section 31-12-107(1), C.R.S.; and

17
18 WHEREAS, after notice as required by Section 31-12-108, C.R.S., the Town Council
19 held a public hearing on the proposed annexation on November ~~10~~24, 2015; and

20
21 WHEREAS, the Town Council has by resolution determined that the requirements of
22 Sections 31-12-104 and 105, C.R.S., have been met; that an election is not required; and that no
23 additional terms or conditions are to be imposed on the annexed area.

24
25 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
26 BRECKENRIDGE, COLORADO:

27
28 Section 1. The following described parcel of land, to wit:

29
30 PARCEL A: Government Lot 45, Section 30, Township 6 South, Range 77 West of the
31 6th Principal Meridian, County of Summit, State of Colorado

32 AND

33 PARCEL B: Parcel E, I-1 Industrial Area, According to the plat filed November 8, 1977
34 under Reception No. 170069, County of Summit, State of Colorado,

35
36 Said two parcels being more further described as follows:

37
38 BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF LOT 13, THE
39 HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1, ACCORDING TO THE
40 PLAT OF THE HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1,
41 RECORDED SEPTEMBER 15, 1994 AT RECEPTION NUMBER 476056. SAID
42 POINT IS THE TRUE POINT OF BEGINNING.

43 THENCE CONTINUING THE FOLLOWING SEVEN COURSES:

- 44 1.) S 54°09'38" E A DISTANCE OF 250.00 FEET;
45 2.) S 57°15'00" W A DISTANCE OF 88.32 FEET;
46 3.) S 10°00'29" E A DISTANCE OF 147.77 FEET;

- 1 4.) N 54°12'03" W A DISTANCE OF 146.42 FEET;
- 2 5.) 89.36 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT
- 3 HAVING A RADIUS OF 241.92 FEET AND A CENTRAL ANGLE OF 21°09'50".
- 4 CHORD BEARING IS N66°13'22" W AND CHORD LENGTH IS 88.85 FEET.
- 5 6.) N 76°19'00" W A DISTANCE OF 218.93 FEET;
- 6 7.) N 57° 15'00" E A DISTANCE OF 307.62 FEET TO THE TRUE POINT OF
- 7 BEGINNING CONTAINING 1.48 ACRES MORE OR LESS
- 8

9 is hereby annexed to and made a part of the Town of Breckenridge, Colorado.

10
11 Section 2. The annexation of the abovedescribed property shall be complete and
12 effective on the effective date of this ordinance, except for the purpose of general property taxes,
13 and shall be effective as to general property taxes on and after January 1, 2016.

14
15 Section 3. Within thirty (30) days after the effective date of this ordinance, the Town
16 Clerk is authorized and directed to:

- 17
- 18 A. File one copy of the annexation map with the original of the annexation
- 19 ordinance in the office of the Town Clerk of the Town of Breckenridge,
- 20 Colorado; and
- 21
- 22 B. File for recording three certified copies of the annexation ordinance and
- 23 map of the area annexed containing a legal description of such area with
- 24 the Summit County Clerk and Recorder.
- 25

26 Section 4. This ordinance shall be published and become effective as provided by law.

27
28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29 PUBLISHED IN FULL this ____ day of _____, 2015. A Public Hearing shall be
30 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
31 ____ day of _____, 2015, at 7:30 P.M. or as soon thereafter as possible in the Municipal
32 Building of the Town.

33
34 TOWN OF BRECKENRIDGE, a Colorado
35 municipal corporation

36
37
38 By: _____
39 John G. Warner, Mayor

40
41 ATTEST:

42
43
44 _____
45 Helen Cospolich
46 Town Clerk

47 1300-63\Annexation Ordinance_2 (11-17-15)(Second Reading)

MEMO

TO: Town Council
FROM: Town Attorney
RE: Council Bill No. 36 (Zoning Ordinance for Huron Landing Annexation Parcel)
DATE: November 17, 2015 (for November 24th meeting)

The second reading of the ordinance placing the Huron Landing annexation parcel into Land Use District 5 is scheduled for your meeting on November 24th.

The only change to the ordinance from first reading is the insertion of the actual number of the Huron Landing Annexation Ordinance in the first “Whereas” clause of the ordinance (line 14).

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

1 **FOR WORKSESSION/SECOND READING – NOV. 24**

2
3 Additions To The Ordinance As Approved on First Reading Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 36

7
8 Series 2015

9
10 AN ORDINANCE PLACING RECENTLY ANNEXED
11 PROPERTY IN LAND USE DISTRICT 5
12 (Huron Landing – 1.48 acres, more or less)
13

14 WHEREAS, by Ordinance No. **35**, Series 2015, adopted November 24, 2015, the real
15 property described in Section 1 of this ordinance was annexed into and made a part of the Town
16 in accordance with the Municipal Annexation Act of 1965 (Part 1 of Article 12 of Title 31,
17 C.R.S.); and
18

19 WHEREAS, the Town is required by Section 31-12-115(2), C.R.S., to zone all newly
20 annexed areas within ninety (90) days after the effective date of the annexation ordinance; and
21

22 WHEREAS, the Town’s Planning Commission has recommended that the recently
23 annexed parcel be placed within Land Use District 5; and
24

25 WHEREAS, the Town’s Annexation Plan adopted pursuant to Section 31-12-105(1)(e),
26 C.R.S., indicates that the property should be placed in Land Use District 5.
27

28 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
29 BRECKENRIDGE, COLORADO:
30

31 Section 1. The following described real property:
32

33 PARCEL A: Government Lot 45, Section 30, Township 6 South, Range 77 West of the
34 6th Principal Meridian, County of Summit, State of Colorado

35 AND

36 PARCEL B: Parcel E, I-1 Industrial Area, According to the plat filed November 8, 1977
37 under Reception No. 170069, County of Summit, State of Colorado,
38

39 Said two parcels being more further described as follows:
40

41 BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF LOT 13, THE
42 HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1, ACCORDING TO THE
43 PLAT OF THE HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1,

1 RECORDED SEPTEMBER 15, 1994 AT RECEPTION NUMBER 476056. SAID
2 POINT IS THE TRUE POINT OF BEGINNING.
3 THENCE CONTINUING THE FOLLOWING SEVEN COURSES:
4 1.) S 54°09'38" E A DISTANCE OF 250.00 FEET;
5 2.) S 57°15'00" W A DISTANCE OF 88.32 FEET;
6 3.) S 10°00'29" E A DISTANCE OF 147.77 FEET;
7 4.) N 54°12'03" W A DISTANCE OF 146.42 FEET;
8 5.) 89.36 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT
9 HAVING A RADIUS OF 241.92 FEET AND A CENTRAL ANGLE OF 21°09'50".
10 CHORD BEARING IS N66°13'22" W AND CHORD LENGTH IS 88.85 FEET.
11 6.) N 76°19'00" W A DISTANCE OF 218.93 FEET;
12 7.) N 57° 15'00" E A DISTANCE OF 307.62 FEET TO THE TRUE POINT OF
13 BEGINNING CONTAINING 1.48 ACRES MORE OR LESS.

14
15 is placed in Breckenridge Land Use District 5. The Town staff is directed to change the Town's
16 Land Use District Map to indicate that the abovedescribed property has been annexed and placed
17 within Land Use District 5.

18
19 Section 2. The Town Council finds, determines, and declares that this ordinance is
20 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
21 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
22 thereof.

23 Section 3. The Town Council finds, determines, and declares that it has the power to
24 adopt this ordinance pursuant to: (i) Section 31-12-115(2), C.R.S.; (ii) the Local Government
25 Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.; (iii) Part 3 of Article 23 of Title
26 31, C.R.S. (concerning municipal zoning powers); (iv) Section 31-15-103, C.R.S. (concerning
27 municipal police powers); (v) Section 31-15-401, C.R.S.(concerning municipal police powers);
28 (vi) the authority granted to home rule municipalities by Article XX of the Colorado
29 Constitution; and (vii) the powers contained in the Breckenridge Town Charter.

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

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

37
38 TOWN OF BRECKENRIDGE, a Colorado
39 municipal corporation

40
41
42 By _____
43 John G. Warner, Mayor

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ATTEST:

Helen Cospolich
Town Clerk

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 37 (Approving the Sale of Town's Interest in 391 High Point Drive lot)

DATE: November 17, 2015 (for November 24th meeting)

The second reading of the ordinance approving the sale of the Town's one-half interest in the lot at 391 High Point Drive is scheduled for your meeting on November 24th.

There are a couple of proposed changes to ordinance from first reading:

1. The signed real estate contract is now attached as Exhibit "A" to the ordinance; and
2. The contract calls for the sale to be closed on December 11, 2015. This is before the ordinance would normally become effective on December 29th. To allow for the closing to occur on the date specified in the contract, I have modified Sections 4, 5, and 6 of the contract to provide that the ordinance becomes effective immediately after adoption next Tuesday. Although the new language is technically "emergency ordinance" language, you should proceed with the normal second reading process, including holding the scheduled public hearing on the ordinance. After the public hearing has been concluded the ordinance can be adopted with the amendments to Section 4, 5, and 6. This procedure will allow the closing to proceed on December 11th as scheduled, while providing the desired opportunity for the public to comment on the proposed ordinance.

Also, I have enclosed with this memo the current draft of the Public Trail Easement that will be signed by the Buyers at the closing. Although the Town Council is not required to approve the Trail Easement, staff thought you might want to see it.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 24**

2
3 Additions To The Ordinance As Approved on First Reading Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 37

7
8 Series 2015

9
10 AN ORDINANCE APPROVING THE SALE OF THE TOWN’S INTEREST IN
11 CERTAIN REAL PROPERTY

12 (Lot 6, Block 4, Breckenridge Heights Filing No. 2 – Shelden)

13
14 WHEREAS, the Town of Breckenridge and the Board of County Commissioners of Summit
15 County, Colorado own the following described real property:

16
17 Lot 6, Block 4, Breckenridge Heights Filing No. 2 Corrected Amendment
18 according to the plat thereof recorded March 04, 1966 under Reception No.
19 104345 of the records of the Clerk and Recorder of Summit County, Colorado;
20 also known as 391 High Point Drive, Breckenridge, Colorado 8024

21
22 (“Property”)

23
24 ; and

25
26 WHEREAS, the Town desires to sell its interest in the Property to Kevin Shelden and Stacy
27 Shelden; and

28
29 WHEREAS, a proposed Contract to Buy and Sell Real Estate (Land) between the Town and
30 the Board of County Commissioners of Summit County, Colorado, as sellers, and Kevin Shelden
31 and Stacy Shelden, as buyers, has been prepared, a copy of which is marked **Exhibit “A,”** attached
32 hereto, and incorporated herein by reference (“**Agreement**”); and

33
34 WHEREAS, the Town Council has reviewed the proposed Agreement, and finds and
35 determines that it would be in the best interest of the Town and its residents for the Town to enter
36 into the proposed Agreement; and

37
38 WHEREAS, Section 15.3 of the Breckenridge Town Charter provides that the Town
39 Council may lawfully authorize the sale of Town-owned real property by ordinance; and

40
41 WHEREAS, the Agreement has previously been executed by the Town Manager on
42 behalf of the Town, and it necessary and appropriate for the Town Council to ratify the previous
43 execution of the Agreement by the Town Manager.

1 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
2 BRECKENRIDGE, COLORADO:
3

4 Section 1. The Agreement between the Town and the Board of County Commissioners of
5 Summit County, Colorado, as sellers, and Kevin Shelden and Stacy Shelden, as buyers, (**Exhibit**
6 **“A”** hereto), as described above, is approved, and the Town Manager’s previous execution of such
7 Agreement for and on behalf of the Town of Breckenridge is ratified, confirmed, and approved.
8

9 Section 2. The Town Manager is authorized, empowered, and directed to take all necessary
10 and appropriate action to close the sale of the Town’s interest in the Property contemplated by the
11 Agreement. In connection therewith, the Town Manager shall have full power and authority to do
12 and perform all matters and things necessary to the sale of the Property pursuant to the Agreement,
13 including, but not limited to, the following:
14

- 15 1. The making, execution, and acknowledgement of settlement
16 statements, extension agreements, closing agreements, and other
17 usual and customary closing documents;
- 18 2. The execution, acknowledgement and delivery to the Buyer of the
19 deed of conveyance for the Town’s interest in the Property; and
20
- 21 3. The performance of all other things necessary to the sale of the
22 Town’s interest in the Property by the Town pursuant to the
23 Agreement.
24

25
26 All action taken by the Town Manager pursuant to the authority granted by this Section 2 is ratified,
27 confirmed, and approved in advance by the Town Council.
28

29 Section 3. The Town Council finds, determines, and declares that it has the power to
30 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
31 of the Colorado Constitution and Section 15.3 of the Breckenridge Town Charter.
32

33 Section 4. ~~This ordinance shall be published and become effective as provided by Section~~
34 ~~5.9 of the Breckenridge Town Charter.~~ **The Town Council of the Town of Breckenridge**
35 **hereby finds, determines, and declares that an emergency exists and that this ordinance is**
36 **necessary for the immediate preservation of public property, health, welfare, peace or**
37 **safety because of the requirement in the approved contract to close the sale of the Town’s**
38 **property before the date when this ordinance would become effective if adopted on a non-**
39 **emergency basis. The Town Council further determines that the adoption of this ordinance**
40 **as an emergency ordinance is in the best interest of the citizens of the Town of**
41 **Breckenridge.**
42

43 Section 5. **Pursuant to Section 5.11 of the Breckenridge Town Charter this**
44 **ordinance shall take effect and be in full force upon adoption of this ordinance by the**
45 **affirmative votes of at least five (5) members of the Town Council.**
46

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CBS4-B-13) (Mandatory 1-14)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
 Property with No Residences)
 Property with Residences-Residential Addendum Attached)

Date: 11/1/2016

AGREEMENT

1. AGREEMENT. Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer, Buyer, *Kevin Sheldon and Stacy Sheldon*, will take title to the Property described below as

Joint Tenants Tenants in Common Other

n/a

2.2. Assignability and Inurement. This Contract is is Not assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract inures to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. Seller, Seller, *The Board of County Commissioners of Summit County, Colorado and Town of Breckenridge*, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Summit, Colorado:

Lot 6 Block 4 Breckenridge Heights Sub #12 according to the recorded plat thereof;
known as No. 0391 High Point Drive, Breckenridge, CO 80424,
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto,
and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Fixtures. All fixtures attached to the Property on the date of this Contract.

Other Fixtures: n/a

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. Personal Property. If on the Property, whether attached or not, on the date of this Contract, the following items are included:

n/a

Other Personal Property:

n/a

The Personal Property to be conveyed at Closing must be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except

n/a, Conveyance will be by bill of sale or other applicable legal instrument.

2.5.3. Trade Fixtures: With respect to trade fixtures, Seller and Buyer agree as follows:

n/a

The Trade Fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except

n/a

Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

n/a

Buyer(s) Initials

KS *CS*

Seller(s) Initials

[Signature]

EXHIBIT "A"

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2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

n/a
Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

n/a

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

n/a
 2.7.4. Water Stock Certificates: The water stock certificates to be transferred at Closing are as follows:

n/a

2.7.5. Water and Sewer Taps. Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline	
1	§ 4.3	Alternative Earnest Money Deadline	3 days after MEC	
		Title		
2	§ 8.1	Record Title Deadline	11/18/2015	Wednesday
3	§ 8.2	Record Title Objection Deadline	11/23/2015	Monday
4	§ 8.3	Off-Record Title Deadline	11/18/2015	Wednesday
5	§ 8.3	Off-Record Title Objection Deadline	11/23/2015	Monday
6	§ 8.4	Title Resolution Deadline	12/1/2015	Tuesday
7	§ 8.6	Right of First Refusal Deadline	n/a	
		Owners' Association		
8	§ 7.3	Association Documents Deadline	n/a	
9	§ 7.4	Association Documents Objection Deadline	n/a	
		Seller's Property Disclosure		
10	§ 10.1	Seller's Property Disclosure Deadline	11/16/2015	Monday
		Loan and Credit		
11	§ 5.1	Loan Application Deadline	n/a	
12	§ 5.2	Loan Objection Deadline	n/a	
13	§ 5.3	Buyer's Credit Information Deadline	n/a	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a	
15	§ 5.4	Existing Loan Documents Deadline	n/a	
16	§ 5.4	Existing Loan Documents Objection Deadline	n/a	
17	§ 5.4	Loan Transfer Approval Deadline	n/a	
18	§ 4.7	Seller or Private Financing Deadline	n/a	
		Appraisal		
19	§ 6.2	Appraisal Deadline	n/a	
20	§ 6.2	Appraisal Objection Deadline	n/a	
		Survey		
21	§ 9.1	Current Survey Deadline	11/23/2015	Monday
22	§ 9.2	Current Survey Objection Deadline	11/30/2015	Monday

Buyer(s) Initials JS Seller(s) Initials JD

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23	§ 9.2	Current Survey Resolution Deadline	12/4/2015	Friday
Inspection and Due Diligence				
24	§ 10.2	Inspection Objection Deadline	11/20/2015	Friday
25	§ 10.3	Inspection Resolution Deadline	12/1/2015	Tuesday
26	§ 10.5	Property Insurance Objection Deadline	11/20/2015	Friday
27	§ 10.6	Due Diligence Documents Delivery Deadline	11/30/2015	Monday
28	§ 10.6	Due Diligence Documents Objection Deadline	12/4/2015	Friday
29	§ 10.6	Due Diligence Documents Resolution Deadline	12/8/2015	Tuesday
30	§ 10.6	Environmental Inspection Objection Deadline	n/a	
31	§ 10.6	ADA Evaluation Objection Deadline	n/a	
32	§ 10.7	Conditional Sale Deadline		
33	§ 11.1	Tenant Estoppel Statements Deadline	n/a	
34	§ 11.2	Tenant Estoppel Statements Objection Deadline		
Closing and Possession				
35	§ 12.3	Closing Date	12/11/2015	Friday
36	§ 17	Possession Date	12/11/2015	Friday
37	§ 17	Possession Time	upon delivery of deed	
38	§ 28	Acceptance Deadline Date	n/a	
39	§ 28	Acceptance Deadline Time	n/a	
40	n/a	n/a	n/a	
41	n/a	n/a	n/a	

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$205,000.00	
2	§ 4.3	Earnest Money		\$3,000.00
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	n/a	n/a		
8	n/a	n/a		
9	§ 4.4	Cash at Closing		\$202,000.00
10		TOTAL	\$205,000.00	\$205,000.00

4.2. Seller Concession. Seller, at Closing, will credit, as directed by Buyer, an amount of \$ n/a to assist with any or all of the following: Buyer's closing costs, (Seller Concession). Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of personal check, will be payable to and held by Land Title (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing

Buyer(s) Initials JSP Seller(s) Initials JLS

252 affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on
 253 the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
 254
 255 4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest
 256 Money, if other than at the time of tender of this Contract, is as set forth as the Alternative Earnest Money
 257 Deadline (§ 3).
 258
 259 4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates,
 260 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set
 261 forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt
 262 of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written
 263 mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.
 264
 265 4.4. Form of Funds; Time of Payment; Available Funds.
 266
 267 4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan
 268 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
 269 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
 270 Funds).
 271
 272 4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be
 273 paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
 274 disbursement by Closing Company at Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer
 275 represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately
 276 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
 277
 278 4.5. New Loan. (Omitted as Inapplicable)
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 281 4.6. Assumption. (Omitted as Inapplicable)
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 284 4.7. Seller or Private Financing. (Omitted as Inapplicable)
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TRANSACTION PROVISIONS

291 6. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as Inapplicable)
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 294 6.3. Credit Information and Buyer's New Senior Loan. (Omitted as Inapplicable)
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 297 6.4. Existing Loan Review. (Omitted as Inapplicable)
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 300 6. APPRAISAL PROVISIONS.
 301
 302 6.1. Lender Property Requirements. If the lender imposes any requirements or repairs (Requirements) to
 303 be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this
 304 Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three
 305 days following Seller's receipt of the Requirements, based on any unsatisfactory Requirements, in Seller's sole
 306 subjective discretion. Seller's Right to Terminate in this § 6.1 does not apply if, on or before any termination by
 307 Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the
 308 Requirements have been completed; or (3) the satisfaction of the Requirements is waived in writing by Buyer.
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 310 6.2. Appraisal Condition. The applicable Appraisal provision set forth below applies to the respective
 311 loan type set forth in § 4.5.3, or if a cash transaction, (i.e. no financing), § 6.2.1 applies.
 312
 313 6.2.1. Conventional/Other. Buyer has the sole option and election to terminate this Contract
 314 if the Property's valuation, determined by an appraiser engaged on behalf of n/a is less than
 315 the Purchase Price. The appraisal must be received by Buyer or Buyer's lender on or before Appraisal Deadline
 316 (§ 3). Buyer has the Right to Terminate under § 25.1, on or before Appraisal Objection Deadline (§ 3), if the
 317 Property's valuation is less than the Purchase Price and Seller's receipt of either a copy of such appraisal or
 318 written notice from lender that confirms the Property's valuation is less than the Purchase Price. This § 6.2.1 is for
 319 the sole benefit of Buyer.
 320
 321 6.3. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract must be
 322 timely paid by Buyer Seller. The cost of the appraisal may include any and all fees paid to the appraiser,
 323 appraisal management company, lender's agent or all three.
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 328 7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within a
 329 Common Interest Community and subject to such declaration.
 330
 331 7.1. Owners' Association Documents. Owners' Association Documents (Association Documents)
 332 consist of the following:
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 334 7.1.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of
 335 organization, operating agreements, rules and regulations, party wall agreements;

Buyer(s) Initials JS Seller(s) Initials JL

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7.1.2. Minutes of most recent annual owners' meeting;
7.1.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.1.1, 7.1.2 and 7.1.3, collectively, Governing Documents); and
7.1.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

7.2. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.3. Association Documents to Buyer.
 7.3.1. Seller to Provide Association Documents. Seller will cause the Association Documents to be provided to Buyer, at Seller's expense, on or before Association Documents Deadline (§ 3).
 7.3.2. Seller Authorizes Association. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense.
7.3.3. Seller's Obligation. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents. Note: If neither box in this § 7.3 is checked, the provisions of § 7.3.1 apply.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before Association Documents Objection Deadline (§ 3), based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date (§ 3), Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.
8.1. Evidence of Record Title.
 8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before Record Title Deadline (§ 3), Seller must furnish to Buyer, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.
 8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline (§ 3), Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, if neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.
8.1.3. Owner's Extended Coverage (OEC). The Title Commitment WILL WILL NOT commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (effective date of commitment to

414 date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing
415 (OEC). If the title insurance company agrees to provide an endorsement for OEC, any additional premium expense
416 to obtain an endorsement for OEC will be paid by Buyer Seller One-Half by Buyer and One-Half by
417 Seller Other n/a

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419 Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions.
420

421 8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats,
422 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other
423 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the
424 Title Commitment furnished to Buyer (collectively, Title Documents).
425

426 8.1.5. Copies of Title Documents. Buyer must receive, on or before Record Title Deadline (§
427 3), copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of
428 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents
429 required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance
430 policy.
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432 8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title
433 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before Record Title
434 Deadline (§ 3).
435

436 8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment
437 and any of the Title Documents, as set forth in § 8.4 (Right to Object to Title, Resolution) on or before Record
438 Title Objection Deadline (§ 3). Buyer's objection may be based on any unsatisfactory form or content of Title
439 Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole
440 subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer, on or
441 before the Record Title Deadline (§ 3), or if there is an endorsement to the Title Commitment that adds a new
442 Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
443 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and
444 object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title,
445 Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's
446 Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer
447 is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's
448 obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does
449 not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above,
450 Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
451 as satisfactory.
452

453 8.3. Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline (§ 3),
454 true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all
455 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other
456 title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which
457 Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any
458 third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
459 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
460 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
461 sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline (§ 3). If
462 an Off-Record Matter is received by Buyer after the Off-Record Title Deadline (§ 3), Buyer has until the earlier of
463 Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
464 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection
465 by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If
466 Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
467 specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
468 knowledge.
469

470 8.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is
471 not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in
472 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer
473 has the following options:
474

475 8.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any
476 title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed
477 to a written settlement thereof on or before Title Resolution Deadline (§ 3), this Contract will terminate on the
478 expiration of Title Resolution Deadline (§ 3), unless Seller receives Buyer's written withdrawal of Buyer's Notice
479 of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate
480 for that reason), on or before expiration of Title Resolution Deadline (§ 3). If either the Record Title Deadline or
481 the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the
482 applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution
483 Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
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applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before Off-Record Title Objection Deadline (§ 3), based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before Right of First Refusal Deadline (§ 3), this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters. The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property. Such matters, and others, may be excluded from or not covered by the owner's title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., Record Title Objection Deadline (§ 3) and Off-Record Title Objection Deadline (§ 3)].

9. CURRENT SURVEY REVIEW.

9.1. Current Survey Conditions. If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment or the provider of the opinion of title if an Abstract of Title, and

n/a will receive Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current Survey), on or before Current Survey Deadline (§ 3). The Current Survey will be certified by the surveyor to all those who are to receive the Current Survey.

9.1.1. Improvement Location Certificate. If the box in this § 9.1.1 is checked, Seller Buyer will order or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

9.1.2. Other Survey. If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location Certificate, will be an Improvement Survey Plat or n/a. The parties agree that payment of the cost of the Current Survey and obligation to order or provide the Current Survey Seller to provide Improvement Survey Plat along with stakes/flags marking the as follows: east boundary of easement line at Seller's expense.

9.2. Current Survey Objection. Buyer has the right to review and object to the Current Survey. If the Current Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before Current Survey Objection Deadline (§ 3), notwithstanding § 8.3 or § 13:

9.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.2.2. Current Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the Current Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3. Current Survey Resolution. If a Current Survey Objection is received by Seller, on or before Current Survey Objection Deadline (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Current Survey Resolution Deadline (§ 3), this Contract will terminate on the Current Survey Resolution Deadline (§ 3), unless Seller receives Buyer's written withdrawal of the Current Survey Objection before such termination, i.e., on or before expiration of Current Survey Resolution Deadline (§ 3).

Buyer(s) Initials LAG CS

Seller(s) Initials JH

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DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline (§ 3), Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Inspection Objection. Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults." Colorado law requires that Seller disclose to Buyer any latent defects actually known by Seller. Disclosure of latent defects must be in writing. Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before Inspection Objection Deadline (§ 3):

10.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.2.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

10.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline (§ 3) and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline (§ 3), this Contract will terminate on Inspection Resolution Deadline (§ 3) unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline (§ 3).

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance Objection Deadline (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery Deadline (§ 3):

- 10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.2.** Property tax bills for the last ___ years;
- 10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.** A list of all inclusions to be conveyed to Buyer;
- 10.6.1.5.** Operating statements for the past ___ years;
- 10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
n/a
- 10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but

Buyer(s) Initials

Uji 99

Seller(s) Initials

[Signature]

661 has not yet been completed and capital improvement work either scheduled or in process on the date of this
662 Contract;
663 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims
664 which have been made for the past n/a years;
665 10.6.1.10. Soils reports, Surveys and engineering reports or data pertaining to the
666 Property (if not delivered earlier under § 8.3);
667 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II
668 environmental reports, letters, test results, advisories, and similar documents respective to the existence of
669 nonexistence of asbestos, PCB transformers, or other toxic hazardous or contaminated substances, and/or
670 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller
671 warrants that no such reports are in Seller's possession or known to Seller;
672 10.6.1.12. Any Americans with Disabilities Act reports, studies or surveys concerning
673 the compliance of the Property with said Act;
674 10.6.1.13. All permits, licenses and other building or use authorizations issued by any
675 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits,
676 licenses or use authorizations, if any; and
677 10.6.1.14. Other documents and information:
678 final version of the easement agreement to secure the public access for the trail easement to
679 be provided to the Buyer;
680
681 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
682 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are
683 unsatisfactory in Buyer's sole subjective discretion, Buyer, may, on or before Due Diligence Documents
684 Objection Deadline (§ 3):
685 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
686 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of
687 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
688 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is
689 received by Seller, on or before Due Diligence Documents Objection Deadline (§ 3), and if Buyer and Seller
690 have not agreed in writing to a settlement thereof on or before Due Diligence Documents Resolution Deadline
691 (§ 3), this Contract will terminate on Due Diligence Documents Resolution Deadline (§ 3) unless Seller
692 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or
693 before expiration of Due Diligence Documents Resolution Deadline (§ 3).
694 **10.6.4. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before Due Diligence
695 Documents Objection Deadline (§ 3), based on any unsatisfactory zoning and any use restrictions imposed by
696 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.
697 **10.6.5. Due Diligence - Environmental, ADA.** Buyer has the right to obtain environmental
698 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.
699 Seller Buyer will order or provide Phase I Environmental Site Assessment, Phase II
700 Environmental Site Assessment (compliant with ASTM E1527-05 standard practices for Environmental Site
701 Assessments) and/or n/a, at the expense of Seller Buyer (Environmental
702 Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
703 complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations must be
704 conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
705 tenants' business uses of the Property, if any.
706 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site
707 Assessment, the Environmental Inspection Objection Deadline (§ 3) will be extended by ___ days (Extended
708 Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline
709 extends beyond the Closing Date (§ 3), the Closing Date (§ 3) will be extended a like period of time. In such
710 event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.
711 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §
712 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before Environmental Inspection Objection
713 Deadline (§ 3), or if applicable the Extended Environmental Inspection Objection Deadline, based on any
714 unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.
715 Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Objection Deadline (§ 3),
716 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.
717 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
718 that certain property owned by Buyer and commonly known as n/a, Buyer
719 has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before
720 Conditional Sale Deadline (§ 3) if such property is not sold and closed by such deadline. This § 10.7 is for the

Buyer(s) Initials

Seller(s) Initials

741 sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before Conditional Sale
 742 Deadline (§ 3), Buyer waives any Right to Terminate under this provision.
 743 10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer
 744 Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of
 745 Water Addendum disclosing the source of potable water for the Property. Buyer Does Does Not
 746 acknowledge receipt of a copy of the current well permit. There is No Well.
 747 Note to Buyer; SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND
 748 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO
 749 DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.
 750 10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of
 751 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or
 752 rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter,
 753 modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without
 754 the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.
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 761 11. TENANT ESTOPPEL STATEMENTS.
 762 11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any
 763 Estoppel Statements. Seller must obtain and deliver to Buyer on or before Tenant Estoppel Statements
 764 Deadline (§ 3), statements in a form and substance reasonably acceptable to Buyer, from each occupant or
 765 tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:
 766 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
 767 11.1.2. That said Lease is in full force and effect and that there have been no subsequent
 768 modifications or amendments;
 769 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to
 770 Seller;
 771 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
 772 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
 773 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of
 774 the Lease describing the premises it describes.
 775 11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 26.1, on or
 776 before Tenant Estoppel Statements Objection Deadline (§ 3), based on any unsatisfactory Estoppel
 777 Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before
 778 Tenant Estoppel Statements Deadline (§ 3). Buyer also has the unilateral right to waive any unsatisfactory
 779 Estoppel Statement.
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CLOSING PROVISIONS

791 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.
 792 12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing
 793 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and
 794 Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges
 795 Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and
 796 financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and
 797 documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will
 798 sign and complete all customary or reasonably required documents at or before Closing.
 799 12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions Are Are Not
 800 executed with this Contract.
 801 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
 802 date specified as the Closing Date (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing
 803 will be as designated by Titlo Company.
 804 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of
 805 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
 806 companies).
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 814 13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by
 815 Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient
 816 Special Warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except
 817 the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all
 818 liens, including any governmental liens for special improvements installed as of the date of Buyer's signature
 819 hereon, whether assessed or not. Title will be conveyed subject to:
 820 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the
 821 Title Documents accepted by Buyer in accordance with Record Title (§ 8.2),
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Buyer(s) Initials JS Seller(s) Initials JS

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13.2. Distribution utility easements (including cable TV),
13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with Off-Record Title (§ 8.3) and Current Survey Review (§ 9),
13.4. Inclusion of the Property within any special taxing district,
13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and
13.6. Other n/a

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller
 Other n/a

15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller None. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees, regardless of name or title of such fee (Association's Record Change Fee) must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller None.

15.4. Local Transfer Tax. The Local Transfer Tax of n/a % of the Purchase Price must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller. None.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller None. The Private Transfer fee, whether one or more, is for the following association(s): n/a In the total amount of % of the Purchase Price or \$.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ n/a for:
 Water Stock/Certificates Water District
 Augmentation Membership Small Domestic Water Company n/a and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller None.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller None.

16. PRORATIONS. The following will be prorated to the Closing Date (§ 3), except as otherwise provided:

16.1. Taxes, Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and Most Recent Assessed Valuation, or Other n/a

16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date (§ 3) by the Association will be the obligation of Buyer Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately \$ n/a per n/a and that there are no unpaid regular or special assessments against the Property except the current regular assessments and n/a. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before Closing Date (§ 3) a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and n/a.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

Buyer(s) Initials [Signature]

Seller(s) Initials [Signature]

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17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date (§ 3) at Possession Time (§ 3), subject to the Leases as set forth in § 10.6.1.7.

none

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$ 100 per day (or any part of a day notwithstanding § 18.1) from Possession Date (§ 3) and Possession Time (§ 3) until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK--THROUGH. Except as otherwise provided in this Contract, the Property, inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller is obligated to repair the same before Closing Date (§ 3). Buyer has the Right to Terminate under § 26.1, on or before Closing Date (§ 3), if the Property Damage is not repaired before Closing Date (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit must not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, the parties may agree to extend the Closing Date (§ 3) or, at the option of Buyer, Seller must assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

19.2. Damage, Inclusions and Services. Should any inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such inclusion or service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such inclusion or service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged inclusion or service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 26.1, on or before Closing Date (§ 3), or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such inclusion or service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 26.1, on or before Closing Date (§ 3), based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk--Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Risk of Loss -- Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has

Buyer(s) Initials

[Handwritten initials]

Seller(s) Initials

[Handwritten initials]

993 recommended the examination of title and consultation with legal and tax or other counsel before signing this
994 Contract.
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997 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check
998 received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when
999 due, or if any obligation hereunder is not performed or waived as herein provided, the nondefaulting party has the
1000 following remedies:

1001
1002 **21.1. If Buyer is In Default:**

1003 **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which
1004 case all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller; and Seller may
1005 recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect
1006 and Seller has the right to specific performance or damages, or both.

1007
1008 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1.
1009 is checked. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. Both
1010 parties will thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in §
1011 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and
1012 (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
1013 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
1014 performance and additional damages.

1015
1016 **21.2. If Seller is In Default:** Buyer may elect to treat this Contract as canceled, in which case all
1017 Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper, or
1018 Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific
1019 performance or damages, or both.

1020
1021 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of
1022 any arbitration or litigation relating to this Contract, prior to or after Closing Date (§ 3), the arbitrator or court must
1023 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

1024
1025 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the
1026 parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the
1027 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators
1028 cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is
1029 binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such
1030 mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved
1031 within thirty days of the date written notice requesting mediation is delivered by one party to the other at the
1032 party's last known address. This section will not alter any date in this Contract, unless otherwise agreed.

1033
1034 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release
1035 the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of
1036 any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest
1037 Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding
1038 between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent
1039 jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees
1040 incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a
1041 copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
1042 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
1043 Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy
1044 of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse
1045 the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 23). This
1046 Section will survive cancellation or termination of this Contract.

1047
1048 **25. TERMINATION.**

1049 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1050 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1051 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1052 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to
1053 Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate
1054 under such provision.

1055
1056 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
1057 hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and
1058 24.

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1060 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda,
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Buyer(s) Initials

Seller(s) Initials

1077 constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements
1078 pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent
1079 modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in
1080 writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to
1081 be performed after termination or Closing survives the same.
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1085 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**
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1087 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document,
1088 including a signed document or notice, from or on behalf of Seller, and delivered to Buyer is effective when
1089 physically received by Buyer, any signatory on behalf of Buyer, any named individual of Buyer, any representative
1090 of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery, after Closing, of the notice
1091 requesting mediation described in § 23 and except as provided in § 27.2). Any document, including a signed
1092 document or notice, from or on behalf of Seller, and delivered to Seller is effective when physically received by
1093 Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage
1094 Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described
1095 in § 23 and except as provided in § 27.2.).
1096

1097 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed
1098 document or written notice, may be delivered in electronic form only by the following indicated methods:
1099 Facsimile E-mail Internet. If no box is checked, this § 27.2 is not applicable and § 27.1 governs
1100 notice and delivery. Documents with original signatures will be provided upon request of any party.
1101

1102 **27.3. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in
1103 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a
1104 contract in Colorado for property located in Colorado.
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1109 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by
1110 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such
1111 acceptance pursuant to § 27 on or before Acceptance Deadline Date (§ 3) and Acceptance Deadline Time (§
1112 3). If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1113 executed by each party, separately, and when each party has executed a copy thereof, such copies taken
1114 together are deemed to be a full and complete contract between the parties.
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1118 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith,
1119 including but not limited to exercising the rights and obligations set forth in the provisions of Financing
1120 Conditions and Obligations (§ 5), Title Insurance, Record Title and Off-Record Title (§ 8), Current
1121 Survey Review (§ 9) and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and
1122 Source of Water (§ 10).
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1127 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
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1129 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado
1130 Real Estate Commission.)
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1132 **1.) Seller is aware that Buyer is a Colorado licensed real estate broker.**
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1134 **2.) Seller to pay Teague Saves Homes for lot clean up Invoice as noted by email on November 1,**
1135 **2018.**
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1137
1138 **3.) Buyer acknowledges that the Property shall be conveyed and transferred "AS IS," "WHERE IS"**
1139 **and "WITH ALL FAULTS", and that Seller does not warrant or make any representation, express or**
1140 **implied, relating to the Property, other than the warranties of title contained in the Special**
1141 **Warranty Deed to be delivered to Buyer at Closing. Seller has no liability whatsoever to undertake**
1142 **any repairs, alterations, removal, remedial actions, or other work of any kind with respect to any**
1143 **portion of the Property. Buyer also acknowledges and agrees that the provisions in this Contract**
1144 **for inspection and investigation of the Property by Buyer should be, and are, adequate to enable**
1145 **Buyer to make Buyer's own determination with respect to all aspects of the Property. This**
1146 **disclaimer shall survive Closing; shall not be merged into the deed for the Property; and shall be**
1147 **fully effective after Closing.**
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1151
1152 **4.) Without limiting the generality of Subsection 30(3), Seller makes no warranty or**
1153 **representation concerning the environmental condition of the Property (including, without**
1154 **limitation, land, surface water, ground water, air, and any improvements). Without limiting the**
1155 **generality of the preceding sentence, Seller specifically disclaims any and all warranties or**
1156 **representations with respect to the location or presence on the Property of: (i) any "hazardous**
1157
1158
1159

Buyer(s) Initials

Seller(s) Initials

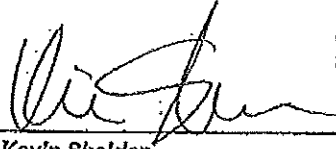
1160 water", "underground storage tanks", "petroleum", "regulated substance", or "used oil" as
1161 defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901, et seq.), as
1162 amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as
1163 defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980
1164 (42 U.S.C. §§9601, et seq.), as amended, or by any regulations promulgated thereunder (including,
1165 but not limited to, asbestos and radon); (iii) any "petroleum" and "fuel products", as defined by
1166 Section 26-16-101 et seq., C.R.S., as amended, or by any regulations promulgated thereunder; (iv)
1167 any "hazardous waste" as defined by the Colorado Hazardous Waste Act, Section 26-16-101, et
1168 seq., C.R.S., or by any regulations promulgated thereunder; (v) any substance the presence of
1169 which on, in or under the Property is prohibited or regulated by any law similar to those set forth
1170 above; and (vi) any other substance which by law, regulation or ordinance requires special
1171 handling in its collection, storage, treatment or disposal. This disclaimer shall survive Closing;
1172 shall not be merged into the deed for the Property; and shall be fully effective after Closing.
1173
1174
1175
1176
1177
1178

1179 5.)
1180 (5.A.) This contract shall not be valid and binding upon the Town of Breckenridge until the Town
1181 Manager's signature hereon is ratified and this contract approved by ordinance adopted by the
1182 Town Council of the Town of Breckenridge as required by Section 16.3 of the Breckenridge Town
1183 Charter.
1184
1185

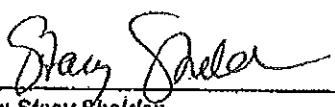
1186 (5.B.) This contract shall not be valid and binding upon the Board of County Commissioners of
1187 Summit County, Colorado until the County Manager's signature hereon is ratified and this
1188 contract approved by the Board of County Commissioners of Summit County, Colorado as
1189 required by law.
1190
1191
1192

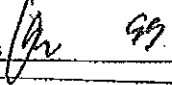
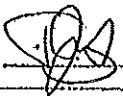
1193 6.) Buyer understands and agrees that the deed conveying the Property to Buyer will reserve to
1194 the Seller a 25 foot wide public pedestrian trail easement over that portion of the Property
1195 described and depicted on the attached Exhibit "A", which is incorporated into this Contract by
1196 reference. The terms and conditions of the public pedestrian trail easement will be provided to
1197 Buyer for their review by the Due Diligence Documents Delivery Deadline. At Seller's option,
1198 instead of the public pedestrian trail easement being created by reservation in the deed
1199 conveying the Property to Buyer, Buyer agrees to execute at Closing a document suitable for
1200 recording with the Summit County Clerk and Recorder granting the public pedestrian trail
1201 easement to Seller. If Seller elects to have the public pedestrian trail easement created by Buyer's
1202 written grant of easement: (i) the terms and conditions of the grant shall include the terms and
conditions provided to Buyer for their review by the Due Diligence Documents Delivery Deadline;
(ii) the easement grant will be recorded immediately after the deed conveying the Property to the
Buyer so that it will not be subject to any prior lien or encumbrance, except the lien of the
general property taxes for 2015; (iii) Seller will pay the cost of recording the easement grant with
the Clerk and Recorder of Summit County, Colorado; and (iv) Buyer, and Buyer's successors and
assigns, will covenant and agree with the Seller never to contest the validity of the easement
grant under the Protective Covenants for Breckenridge Heights Filing No. 1 and Breckenridge
Heights Filing No. 2 dated June 18, 1964 and recorded June 18, 1964 in book 174 at Page 116 of
the records of the Clerk and Recorder of Summit County, Colorado.

31. ATTACHMENTS.
31.1. The following attachments are a part of this Contract:
n/a
31.2. The following disclosure forms are attached but are not a part of this Contract:
n/a


Buyer: Kevin Shelden Date: 11/7/15

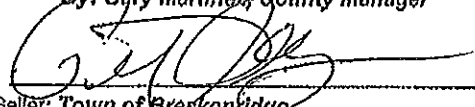
SIGNATURES


Buyer: Stacy Shelden Date: 11/7/15

Buyer(s) Initials  Seller(s) Initials 

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Date: _____
Seller: *The Board of County Commissioners of Summit County, Colorado*
By: *Gary Martinez, County Manager*



Date: *1/16/05*
Seller: *Town of Breckenridge*
By: *Tim Gagen*

32. COUNTER; REJECTION. This offer is Countered Rejected.
Initials only of party (Buyer or Seller) who countered or rejected offer

The Board of County Commissioners of Summit County, Colorado
By: *Gary Martinez, County Manager*

Town of Breckenridge
By: *Tim Gagen*

END OF CONTRACT TO BUY AND SELL REAL ESTATE

MEMORANDUM

To: Mayor and Town Council
From: Dennis McLaughlin, Assistant Chief of Police
Date: November 17, 2015
Subject: Changes to the Marijuana Ordinance

Staff is recommending several changes to the Breckenridge Town Code regarding marijuana regulations. These recommendations include changes over several sections of the Code and include: (a) adaptation of new and pending changes to State law regulating primary caregiver licensing; (b) codifying several State Marijuana laws into Town Code to allow more timely and efficient local enforcement of violations; (c) utilizing best practices to place limitations on the amount of personal marijuana product that can be possessed or stored in a single family residential unit; and (d) expanding marijuana growing regulations from strictly residential to include all regulated structures including business units.

When Governor Hickenlooper signed Senate Bill 14 into law on May 18, 2015, he put into motion various changes in the laws governing marijuana “caregiver” and “personal home grows.” Some aspects of the Bill became law upon his signature; other aspects will become law in January 1, 2017 with a few minor details still to be determined. With the advent of the new state marijuana regulations, staff evaluated immediate and pending changes that will impact local marijuana grows. In an effort to remain consistent with state law, staff recommends making some moderate changes to the Breckenridge Town Code. These include:

- Requiring primary caregivers to obtain a local registration/license
- Establishing penalties for non compliance
- Setting limits on number of patients a caregiver can have at a given time

A second purpose for recommending changes to the Town Code is to allow Breckenridge police officers to more efficiently investigate marijuana violations, issue citations for certain violations and more effectively initiate suspensions and revocations. Presently there are some minor state regulations that have not been codified into Municipal Code. As a result, the Department must rely on the Colorado Marijuana Enforcement Division to investigate and take enforcement action, which is often not timely due to the State’s schedule. Some of the additions to Town Code from State Administrative Regulations include:

- Regulations involving security alarm and lock standards, video surveillance, waste disposal, and marijuana inventory tracking
- Requirement for inspections, searches and administrative holds

The third purpose for recommending changes is to bring Town Code more up-to-date with best practices, which include changes such as:

- Limitations of residential storage of marijuana and marijuana products.

- Changing the word “residential” to “regulated structure” to expand the Town’s ability to enforce marijuana regulations from strictly residential areas to also include commercial spaces and storage units, as well other unregulated spaces.

To summarize, staff believes these changes will keep the Town Code consistent with new and pending changes to state law, and will allow timely, efficient local enforcement of certain marijuana violations and bring the Code up-to-date with industry best practices. The attached draft ordinance addresses the recommended changes recommended by Staff.

In addition to the changes noted above, staff will be recommending a change in the local licensing authority from the Town Manager to the Liquor Licensing Authority, which will be renamed the “Liquor and Marijuana Licensing Authority.” The revised ordinance and explanatory memo will be presented to Council at the December 8th work session.

Tim Berry and I will be present at the work session on Tuesday, November 24th to answer questions.

1 **FOR WORKSESSION/FIRST READING – NOV. 24**

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2015

9
10 AN ORDINANCE MAKING MISCELLANEOUS AMENDMENTS TO THE
11 BRECKENRIDGE TOWN CODE CONCERNING MARIJUANA

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

15
16 Section 1. The definition of “In Home Occupation” in Section 4-1-2 of the Breckenridge
17 Town Code is amended to read as follows:

18
19 IN HOME OCCUPATION: 1. Any business legally operated from a
20 residential structure in a residential district
21 within the Town; or
22 2. A primary caregiver who cultivates
marijuana within the Town for a patient in
the primary residence of either the patient
or primary caregiver.

23
24 Section 2. Section 4-1-2 of the Breckenridge Town Code is amended by the addition of
25 the following definition:

26
27 PRIMARY CAREGIVER: Has the meaning provided in Section 4-14-5
28 of this Code.

29
30 Section 3. Section 4-1-4(B) of the Breckenridge Town Code is amended to read as
31 follows:

32
33 B. In Home Business Occupation: The owner of ~~Each in home business~~
34 occupation as defined in this Chapter and ~~approved as necessary by the town~~
35 pursuant to the development code shall pay an annual fee of fifty dollars (\$50.00)
36 per annum; provided, however, that no annual fee shall be required to be paid
37 by a primary caregiver.

38
39 Section 4. Section 4-14-5 of the Breckenridge Town Code is amended by the addition of

1 the following definitions:
2

PRIMARY CAREGIVER: Has the meaning provided in Section 25-1.5-106(2)(d.5), C.R.S.

PRIMARY CAREGIVER PERMIT: A permit issued to a primary caregiver by the local licensing authority pursuant to Section 4-14-17-1 of this Chapter.

3
4 Section 5. Chapter 14 of Title 4 of the Breckenridge Town Code, entitled “Marijuana
5 Licenses and Regulations,” is amended by the addition of a new Section 4-14-27-1, which shall
6 read in its entirety as follows:
7

8 **4-14-27-1: DUTIES OF PRIMARY CAREGIVERS:**
9

10 A. Commencing January 1, 2017 any primary caregiver cultivating marijuana in a
11 residential structure within the Town shall provide to the local licensing authority a
12 copy of such primary caregiver’s registration with the State Licensing Authority
13 filed pursuant to pursuant to Section 25-1.5-106(7)(e)(I)(A), C.R.S.

14 B. If not contained in the primary caregiver’s registration with the State Licensing
15 Authority filed pursuant to pursuant to Section 25-1.5-106(7)(e)(I)(A), C.R.S., the
16 primary caregiver shall provide the following information to the local licensing
17 authority:

- 18 1. Location of any medical marijuana cultivation;
19 2. The Registry identification number for each patient; and
20 3. The number of plants authorized to cultivate for each patient.

21 The caregiver must update the registry within ten (10) days of any changes.
22

23 C. A primary caregiver shall maintain a list of his or her patients including the
24 registry identification card number of each patient at all times.

25 D. Upon receipt of a copy of the primary caregiver’s state registration, the local
26 licensing authority shall issue a Town of Breckenridge Primary Caregiver Permit
27 to such primary caregiver. Primary Caregiver Permits shall be for a term of one
28 (1) calendar year, and shall be renewable upon compliance with all the provisions
29 of this Section. There shall be no fee for the issuance or renewal of a Primary
30 Caregiver Permit.

- 1 E. Two or more primary caregivers shall not join together for the purpose of
2 cultivating medical marijuana.
- 3 F. A person may not register as a primary caregiver if he or she is licensed as a
4 medical marijuana business or retail marijuana business.
- 5 G. A primary caregiver who fails to register with the local licensing authority shall do
6 so within ten (10) days of being informed of the duty to register by law enforcement
7 or any Town official.
- 8 H. If any person fails to register pursuant to notification, such person shall be
9 prohibited from ever registering and acting as a primary caregiver within the
10 Town.
- 11 I. If a primary caregiver is charged with failing to register, a law enforcement agency
12 shall not be civilly liable for the loss or destruction of the primary caregiver's
13 medical marijuana plants.
- 14 J. The Town shall share with other law enforcement agencies the minimum necessary
15 information as allowed by the Federal Health Insurance Portability and
16 Accountability Act of 1996, PL 104-191, and the implementing administrative
17 regulations, such as patient and caregiver identification numbers, to ensure that a
18 patient does not have more than one primary caregiver, or have both a caregiver
19 and a medical marijuana center cultivating medical marijuana on his or her behalf
20 at any given time.
- 21 K. The information provided to the local licensing authority pursuant to this Section
22 shall not be provided to the public and is confidential. However, upon receiving an
23 address-specific request for verification, the local licensing authority or Town
24 police department shall verify the location of a primary caregiver cultivation
25 operation and share the information with another law enforcement or regulatory
26 agency. The location of the cultivation operation must comply with all applicable
27 local laws, rules, and regulations.
- 28 L. A primary caregiver for no more than five (5) patients on the medical marijuana
29 program registry at any time.

30 Section 6. Section 4-14-18 of the Breckenridge Town Code is amended to read as
31 follows:

32
33 4-14-18: SUSPENSION OR REVOCATION OF LICENSE:

- 34
35 A. A license issued by the local licensing authority may be suspended or revoked by the
36 local licensing authority ~~in accordance with the standards and procedures set forth in the~~

1 applicable code, the applicable administrative regulations, and this chapter. for of any of
2 the following reasons:

- 3 1. Violation of any Applicable Code;
- 4 2. Violation of any Applicable Administrative Regulation;
- 5 3. Violation of the Licensing Ordinance;
- 6 4. Violation of the terms and conditions of a license;
- 7 5. Misrepresentation or omission of any material fact, or false or misleading
8 information, on the license application or any amendment thereto, or any other
9 information provided by the licensee to the local licensing authority related to
10 the licensee's business;
- 11 6. Violation of any law which, if it occurred prior to the submittal of the license
12 application could have been cause for denial of the license application;
- 13 7. Failure to maintain or to provide to the local licensing authority upon request
14 any books, recordings, reports, or other records as required by applicable law;
- 15 8. Failure to timely notify the local licensing authority and to complete any
16 necessary forms for changes in financial interest, business manager, financier, or
17 agent.
- 18 9. Temporary or permanent closure or other sanction of the licensee by the local
19 licensing authority, the Colorado Department of Public Health and
20 Environment, or other governmental entity with jurisdiction, for failure of the
21 licensee to comply with applicable health and safety provisions of any applicable
22 code;
- 23 10. Revocation or suspension of the state or local license of another medical
24 marijuana business or retail marijuana establishment owned or controlled by
25 the holder of Town medical marijuana business or retail marijuana
26 establishment license; or
- 27 11. The failure of a licensee to timely correct any violation of any applicable code,
28 any applicable administrative regulation, the licensing ordinance, or the terms
29 and conditions of the license's license within the time stated in a notice or order
30 issued by local licensing authority.

31 B. ~~In addition to the standards set forth in the applicable code and the applicable~~
32 ~~administrative regulations, a violation of this Chapter, or of the terms and conditions of a~~

1 license issued by the local licensing authority pursuant to this Chapter, may be grounds
2 for the suspension or revocation of a license issued by the local licensing authority. **The**
3 **procedure to suspend or revoke a local license shall be as procedures set forth in**
4 **the applicable code, the applicable administrative regulations, and this chapter.**

5 C. In connection with the suspension of a license, the local licensing authority may impose
6 reasonable conditions.

7 D. In deciding whether a license should be suspended or revoked, and in deciding what
8 conditions to impose in the event of a suspension, if any, the local licensing authority
9 shall **consider mitigating and aggravating factors when considering the imposition**
10 **of a penalty. These factors may include, but are not limited to:**

11 1. ~~The nature and seriousness of the violation;~~

12 2. ~~Corrective action, if any, taken by the licensee;~~

13 3. ~~Prior violation(s), if any, by the licensee;~~

14 4. ~~The likelihood of recurrence;~~

15 5. ~~All circumstances surrounding the violation;~~

16 6. ~~Whether the violation was willful or deliberate;~~

17 7. ~~The number of previous violations by the licensee;~~

18 8. ~~Previous sanctions, if any, imposed against the licensee; and~~

19 9. ~~Whether the owner or manager is the violator or has directed an employee or other~~
20 ~~individual to violate the law.~~

21 1. **Any prior violations that the Licensee has admitted to or was found to have**
22 **engaged in.**

23 2. **Action taken by the Licensee to prevent the violation (e.g., training provided to**
24 **employees).**

25 3. **Licensee's past history of success or failure with compliance checks.**

26 4. **Corrective action(s) taken by the Licensee related to the current violation or**
27 **prior violations.**

28 5. **Willfulness and deliberateness of the violation.**

1 6. Likelihood of reoccurrence of the violation.

2 7. Circumstances surrounding the violation, which may include, but are not limited
3 to:

4 A. Prior notification letter to the Licensee that an underage compliance
5 check would be forthcoming.

6 B. The dress or appearance of an underage operative used during an
7 underage compliance check (e.g., the operative was wearing a high
8 school letter jacket).

9 8. The Owner or a manager is the violator or has directed an employee or other
10 individual to violate the law.

11 E. Participation in State-approved educational programs related to the operation of a Retail
12 Marijuana Establishment, if applicable.

13 F. If an offense is described in the applicable administrative regulations, the licensing
14 authority shall follow the provisions of such regulation in deciding the appropriate
15 sanction to be imposed upon the licensee.

16 G. A license issued by the local licensing authority may be revoked if the local licensing
17 authority determines that the licensed premises have been inactive, without good cause,
18 for at least one (1) year.

19 H. If the local licensing authority suspends or revokes a license the licensee may appeal the
20 suspension or revocation to the district court pursuant to rule 106(a)(4) of the Colorado
21 rules of civil procedure. The licensee's failure to timely appeal the decision is a waiver
22 of the licensee's right to contest the denial or conditional approval of the application.

23 I. No fee previously paid by a licensee in connection with the application shall be refunded
24 if the licensee's license is suspended or revoked.

25 J. If the local licensing authority revokes or suspends a license, the licensee may not
26 remove any marijuana from the licensed premises except under the supervision of
27 the Town's police department.

28 Section 7. Section 4-14-29 of the Breckenridge Town Code is amended by the addition
29 of a new Section B.5, which shall read in its entirety as follows:

30
31 **B.5 It is unlawful and a misdemeanor offense for any person to violate the following**
32 **provisions of the state administrative regulations. Any person convicted of having**

1 violated any of the following provisions of the state administrative regulations shall
2 be punished as provided in Section 1-4-1 of this code:

3
4 Medical Marijuana Administrative Regulations

- 5
6 A. Regulation M 305 – Security Alarm and Lock Standards;
7
8 B. Regulation M 306 – Video Surveillance;
9
10 C. Regulation M 307 – Waste Disposal;
11
12 D. Regulation M 309 – Medical Marijuana Business: Marijuana Inventory
13 Tracking System (MITS);
14
15 E. Regulation M 503 – Medical Marijuana Optional Premises Cultivation
16 Operation: Inventory Tracking System
17
18 F. Regulation M 901 – Business Records Required; and
19
20 G. Regulation M 1202 – Requirement for Inspections and Investigations, Searches,
21 Administrative Holds, and Such Additional Activities as May Become Necessary
22 From Time to Time

23 Retail Marijuana Administrative Regulations

- 24
25 A. Regulation R 305 – Security Alarm and Lock Standards;
26
27 B. Regulation R 306 – Video Surveillance;
28
29 C. Regulation R 307 – Waste Disposal;
30
31 D. Regulation R 309 –Retail Marijuana Establishments: Marijuana Inventory
32 Tracking System;
33
34 E. Regulation R 503 –Retail Marijuana Cultivation Facility: Inventory Tracking
35 System
36
37 F. Regulation R 901 – Business Records Required; and
38
39 G. Regulation R 1202 – Requirement for Inspections and Investigations, Searches,
40 Administrative Holds, and Such Additional Activities as May Become Necessary
41 From Time to Time

42 Section 8. Section 6-3I-1 of the Breckenridge Town Code is amended to include the

1 following definitions:
2

MARIJUANA PRODUCT

Concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

SINGLE-FAMILY RESIDENTIAL UNIT:

Has the meaning provided in Section 9-1-5 of this Code.

3
4 Section 9. Section 6-3I-3 of the Breckenridge Town Code is amended to read as follows:

5 6-3I-3: UNLAWFUL POSSESSION OF MARIJUANA:

6 A. Except as described in Section 6-3I-10 of this article, it is unlawful for any person
7 twenty-one (21) years of age or older to possess more than one ounce but no more than
8 two (2) ounces of marijuana. Any person convicted of having violated this Section A
9 shall be punished by a fine as follows:

Offense No.	Fine Amount
First Offense	\$100 or less
Second Offense	\$250 or less
Third Offense and Each Subsequent Offense	\$500

10
11 B. **Except as described in Section 6-3I-10 of this article, it is unlawful for any person**
12 **twenty-one (21) years of age or older to possess:**

13 1. **More than eight (8) ounces of usable marijuana in a single-family residential**
14 **unit;**

15 2. **More than sixteen (16) ounces of a marijuana product in a solid form; or**

16 3. **More than seventy two (72) ounces of a marijuana product in a liquid form.**

17 C. Pursuant to Rule 210(b)(5) of the Colorado Municipal Court Rules of Procedure the
18 Municipal Judge shall specify by suitable schedules the amount of the fines to be
19 imposed for a First Offense or a Second Offense violation of Section A of this Section.

20
21 D. Except as described in Section 6-3I-10 of this article, it is unlawful for any person

1 twenty-one (21) years of age or older to possess more than two (2) ounces of marijuana
2 but no more than twelve (12) ounces of marijuana, or ~~not~~ more than ~~three~~ one ounces of
3 marijuana concentrate. Any person convicted of having violated this Section C shall be
4 punished as provided in Section 1-4-1 of this Code.

5 E. The procedure described in Section 6-3I-9 shall apply to persons charged with a violation
6 of either Section A or Section ~~C~~B of this Section.

7 Section 10. Section 6-3I-8-1 of the Breckenridge Town Code, entitled “ Unlawful Acts
8 Concerning the Extraction of Marijuana Concentrate,” is repealed.

9
10 Section 11. Chapter 13 of Title 9 of the Breckenridge Town Code is repealed and
11 readopted with changes to read as follows:

12
13 CHAPTER 13

14
15 ~~RESIDENTIAL~~ GROWING OF MARIJUANA IN A REGULATED STRUCTURE

16
17 SECTION:

- 18
19 9-13-1: SHORT TITLE
20 9-13-2: FINDINGS
21 9-13-3: PURPOSE
22 9-13-4: AUTHORITY
23 9-13-5: DEFINITIONS
24 9-13-6: REGULATIONS FOR THE GROWING OF MARIJUANA IN A
25 ~~RESIDENTIAL~~ REGULATED STRUCTURE
26 9-13-7: INSPECTION; INSPECTION WARRANT
27 9-13-8: APPLICABILITY OF NUISANCE ORDINANCE
28 9-13-9: CONDITION PRECEDENT TO CHALLENGE

29
30 9-13-1: SHORT TITLE: This Chapter is to be known and may be cited as the “2013~~5~~5 Town Of
31 Breckenridge ~~Residential~~ Marijuana Grow Ordinance.”

32
33 9-13-2: FINDINGS: The Town Council adopts this Chapter based upon the following findings
34 of fact:

- 35
36 A. On November 7, 2000 the voters of the State of Colorado approved Amendment
37 20. Amendment 20 added Section 14 of Article XVIII to the Colorado
38 Constitution, and created a limited exception from criminal liability under
39 Colorado law (as opposed to federal law) for seriously ill persons who are in need
40 of marijuana for specified medical purposes and who obtain and use medical

1 marijuana under the limited circumstances described in Section 14 of Article
2 XVIII of the Colorado Constitution.

3 B. The Colorado legislature passed and the governor signed into law HB10-1284,
4 entitled “An Act Concerning Regulation of Medical Marijuana, and Making an
5 Appropriation Therefor.” HB10-1284 adopted the “Colorado Medical Marijuana
6 Code.” HB10-1284 became effective July 1, 2010.

7 C. On November 6, 2012 the voters of the State of Colorado approved Amendment
8 64. Amendment 64 added Section 16 of Article XVIII to the Colorado
9 Constitution.

10 D. Section 16(3)(b) of Article XVIII of the Colorado Constitution provides that it is
11 not unlawful under Colorado law for a person twenty-one (21) years of age or
12 older to possess, grow, process, or transport not more than six (6) marijuana
13 plants, with three or fewer being mature, flowering plants, and to possess the
14 marijuana produced by the plants on the premises where the plants were grown,
15 provided that the growing takes place in an enclosed, locked space, is not
16 conducted open or publicly, and is not made available for sale.

17 E. The ~~growing or processing~~ **possession, growing, processing, or transporting** of
18 marijuana plants in ~~an residential~~ **unregulated** setting can affect the health,
19 safety, and welfare of both the occupants of the ~~residential~~ **structure** within
20 which the marijuana is ~~grown~~ **possessed, grown, processed, or transported**, and
21 persons occupying nearby structures.

22 F. The Town’s experience is that the unregulated ~~residential growing or processing~~
23 **possession, growing, processing, or transporting** of marijuana results in a
24 significant number of instances of non-compliance with the Town’s building and
25 other technical codes. In addition to other potentially serious problems, non-
26 compliance with the Town’s building and other technical codes has the potential
27 to result in a fire emanating from the ~~residential~~ structure within which the
28 marijuana is ~~grown or processed~~ **possessed, grown, processed, or transported**.
29 Such a fire would affect the health, safety, and welfare of both the occupants of
30 the ~~residential~~ structure within which the marijuana is ~~grown or processed~~
31 **possessed, grown, processed, or transported**, and persons occupying nearby
32 structures.

33 G. Nothing in Section 14 or Section 16 of Article XVIII of the Colorado
34 Constitution, or any other applicable law, immunizes persons who ~~grow or~~
35 ~~process~~ **possess, grow, process, or transport** marijuana in a ~~residential setting~~
36 **regulated structure as hereafter defined** from local regulation.

1 H. The Town is a home rule municipal corporation organized and existing under its
2 Charter and Article XX, Section 6 of the Colorado Constitution. As such, the
3 Town possesses all powers granted to home rule municipalities by Colorado law.
4

5 I. This Chapter is necessary and proper to provide for the safety, preserve the health,
6 promote the prosperity, and improve the order, comfort, and convenience of the
7 Town and the inhabitants thereof, and to reduce the number of public nuisances
8 that exist within the Town.
9

10 9-13-3: PURPOSE: It is the purpose of this Chapter to require that persons ~~growing or~~
11 ~~processing~~ **possessing, growing, processing, or transporting** marijuana in a ~~residential setting~~
12 **regulated structure** within the Town pursuant to Sections 14 or 16 of Article XVIII of the
13 Colorado Constitution do so in a safe manner that does not endanger the public health, safety,
14 and welfare, or create a public nuisance.
15

16 9-13-4: AUTHORITY: The Town Council finds, determines, and declares that it has the power
17 to adopt this Chapter pursuant to:
18

19 A. The Colorado Medical Marijuana Code, Article 43.3 of Title 12, C.R.S.;

20 B. Section 16 of Article XVIII to the Colorado Constitution;

21 C. The Local Government Land Use Control Enabling Act, Article 20 of Title 29,
22 C.R.S.;

23 D. Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers);

24 E. Section 31-15-103, C.R.S. (concerning municipal police powers);

25 F. Section 31-15-401, C.R.S. (concerning municipal police powers, including, but
26 not limited to, the power to declare what is a nuisance and to abate the same);

27 G. The authority granted to home rule municipalities by Article XX, Section 6 of the
28 Colorado Constitution; and

29 H. The powers contained in the Breckenridge Town Charter.

30 9-13-5: DEFINITIONS:

31
32 A. The definitions contained in Sections 14 and 16 of Article XVIII of the Colorado
33 Constitution are incorporated into this Chapter by reference.

34 B. As used in this Chapter the following words have the following meanings, unless
35 the context clearly requires otherwise:

COMMERCIAL USE:

Has the meaning provided in Section 9-1-5 of this Code.

ENCLOSED AND LOCKED SPACE:

The area within the ~~residential~~ **regulated** structure where marijuana is ~~cultivated~~ **possessed, grown, processed, or transported** pursuant to Sections 14 and 16 of Article XVIII of the Colorado Constitution, and that is secured at all points of ingress or egress with a locking mechanism such as a key or combination lock designed to limit access.

MARIJUANA:

Has the same meaning as in Section 16(2)(f) of Article XVIII of the Colorado Constitution.

MIXED USE:

Has the meaning provided in Section 9-1-5 of this Code.

~~MULTI-UNIT RESIDENTIAL USE:~~

~~Has the meaning provided in Section 9-1-5 of this Code.~~

OPENLY:

The area within the ~~residential~~ **regulated** structure where marijuana is ~~grown~~ **possessed, grown, processed, or transported** is not protected from unaided observation lawfully made from outside the perimeter of the regulated structure not involving physical intrusion.

PERSON:

Has the meaning provided in Section 1-3-2 of this Code.

POLICE CHIEF:

The Police Chief of the Town, or the Police Chief's designee.

PUBLICLY:

The area within the ~~residential~~ **regulated** structure where the ~~residential~~ marijuana is ~~grown~~ **possessed, grown, processed, or transported** is open to general access without restriction.

REGULATED STRUCTURE:

Any structure located within the Town where marijuana is possessed, grown, processed or transported that is not licensed by the Town for such activity pursuant to Chapter 14 of Title 4 of

this Code.

RESIDENTIAL STRUCTURE:	Means a structure devoted to a residential use.
RESIDENTIAL USE:	Has the meaning provided in Section 9-1-5 of this Code.
SINGLE-FAMILY RESIDENTIAL UNIT:	Has the meaning provided in Section 9-1-5 of this Code.
STRUCTURE:	Has the meaning provided in Section 9-1-5 of this Code.
THC:	Means tetrahydrocannabinol.
TOWN:	Has the meaning provided in Section 1-3-2 of this Code.

1
2 9-13-6: REGULATIONS FOR THE GROWING OF MARIJUANA IN A ~~RESIDENTIAL~~
3 **REGULATED** STRUCTURE: Marijuana plants shall not be possessed, grown, processed, or
4 transported in or around any ~~residential~~ **regulated** structure within the Town except in
5 compliance with the following regulations. It is unlawful and a misdemeanor offense for a
6 person to violate any provision of this Section. In accordance with Section 1-4-1(B) of this Code,
7 a person shall be guilty of a separate offense for each and every day during any portion of which
8 any violation of the requirements of this section is committed, continued, or permitted by such
9 person.

- 10
11 A. The possession, growing, **processing**, and of marijuana plants within a ~~residential~~
12 **regulated** structure shall be done in full compliance with all applicable provisions
13 of Section 14 and Section 16 of Article XVIII of the Colorado Constitution.
- 14 B. Marijuana may be possessed, grown, ~~or processed~~, **or transported** within a
15 ~~residential~~ **regulated** structure only by a person twenty-one (21) years of age or
16 older.
- 17 C. One person twenty-one years of age or older may not possess, grow, process, or
18 transport more than six (6) marijuana plants within a ~~residential~~ **regulated**
19 structure at any one time. Not more than three of the plants may be mature
20 flowering plants.
- 21 D. The owner of the marijuana plants described in Section C may lawfully possess
22 the marijuana produced by the six (6) marijuana plants described in Section C on
23 the premises where the plants were grown.

- 1 E. None of the marijuana plants or the marijuana described in Section C or D may be
2 sold or offered for sale.
- 3 F. Marijuana may not be grown openly or publicly, or in any area that is located
4 outside of the exterior walls of a residential regulated structure.
- 5 G. If a person under twenty-one (21) years of age lives at the residential regulated
6 structure, the cultivation area for the marijuana plants must be enclosed and
7 locked.
- 8 H. If no person under twenty-one (21) years of age lives at the residential regulated
9 structure, the external locks of the residential regulated structure constitute an
10 enclosed and locked space but if a person under twenty-one (21) years of age
11 enters the residential regulated structure, the person must ensure that access to
12 the marijuana cultivation site is reasonably restricted for the duration of that
13 person's presence in the residential regulated structure.
- 14 I. The possession, growing, processing, or transportation of marijuana plants shall
15 be limited to the following areas within a residential regulated structure:
- 16 1. Within a detached single-family residential unit, marijuana may be
17 possessed, grown, ~~cultivated~~, or processed or transported only within a
18 defined and contiguous 150 square foot area;
- 19 2. Within any residential regulated structure other than a detached single-
20 family residential unit, marijuana may be possessed, grown, ~~cultivated~~, or
21 processed or transported only within a defined and contiguous 100
22 square feet area;
- 23 3. Marijuana shall not be possessed, grown, ~~cultivated~~, or processed or
24 transported within the common area of any real property that is devoted
25 to a residential use, commercial use, or a mixed use; and
- 26 4. Not more than twelve (12) marijuana plants may be ~~growing~~ possessed,
27 grown, processed or transported within a residential regulated structure
28 at any one time, regardless of the number of persons twenty-one (21) years
29 of age or older who then occupy the residential regulated structure.
- 30 J. The ~~growing, cultivation, and processing~~ possession, growing, processing, or
31 transporting of marijuana shall not be perceptible from the exterior of the
32 residential regulated structure where the plants are grown, including, but not
33 limited to:
- 34 1. Common visual observation;

- 1 2. Light pollution, glare, or brightness that disturbs the repose of another;
- 2 3. Undue vehicular or foot traffic, including unusually heavy parking in front
- 3 of the ~~residential~~ **regulated** structure; and
- 4 4. Noise from an exhaust fan in excess of the maximum permissible noise
- 5 level described in Section 5-8-5 of this Code.

6 K. The smell or odor of marijuana growing **or being processed** within a ~~residential~~
7 **regulated** structure shall not be capable of being detected by a person with a
8 normal sense of smell from any adjoining lot, parcel, or tract of land not owned
9 by the owner of the ~~residential~~ **regulated** structure, or from any adjoining public
10 right of way.

11 L. The space within the ~~residential~~ **regulated** structure where marijuana is ~~grown,~~
12 ~~cultivated, or processed~~ **possessed, grown, processed or transported** shall meet
13 all applicable requirements of the Town’s building and technical codes adopted in
14 Chapter 1 of Title 8 of this Code.

15 M. If a person ~~grows, cultivates, or processes~~ **possesses, grows, processes, or**
16 **transports** marijuana within a ~~residential~~ **regulated** structure that he or she does
17 not own, he or she shall obtain the written consent of the property owner before
18 commencing to ~~grow, cultivate or process~~ **possess, grow, process or transport**
19 marijuana on the property.

20 N. No chemical shall be used to enhance or extract THC from marijuana that is
21 grown **or processed** in a ~~residential~~ **regulated** structure.

22 O. Compressed, flammable gas shall not be used in a ~~residential~~ **regulated** structure
23 as a solvent for the extraction of THC or other cannabinoids.

24 9-13-7: INSPECTION; INSPECTION WARRANT:

25
26 A. Subject to the requirements and limitations of this section, the Police Chief shall
27 have the right to enter upon any ~~residential~~ **regulated** structure within the Town
28 where marijuana is being ~~grown, cultivated, or processed~~ **possessed, grown,**
29 **processed, or transported** during reasonable hours for the purpose of conducting
30 a physical inspection of the premises to determine if the premises comply with the
31 requirements of this Chapter. However, no agent or employee of the Town shall
32 enter upon any property to conduct such an inspection without either the
33 permission of the landowner or occupant, or without an inspection warrant issued
34 pursuant to this section.

- 1 B. If verbal permission to inspect the ~~residential~~ **regulated** structure from the
2 affected landowner or occupant is not obtained, or if the ~~residential~~ **regulated**
3 structure is locked and the Police Chief has been unable to obtain permission of
4 the landowners or occupant, the Police Chief may request that an inspection
5 warrant be issued by the municipal court judge pursuant to Rule 241 of the
6 Colorado Municipal Court Rules of Procedure.
- 7 C. In case of an emergency involving imminent danger to public health, safety, or
8 welfare, the Police Chief may enter any ~~residential~~ **regulated** structure within the
9 Town to conduct an emergency inspection for the ~~growing, cultivation, or~~
10 ~~processing~~ **possession, growing, processing, or transporting** of marijuana
11 without a warrant and without complying with the requirements of section.
- 12 D. The Town Council declares that this Chapter is an ordinance involving a serious
13 threat to the public safety or order within the meaning of Rule 241(a)(1) of the
14 Colorado Municipal Court Rules of Procedure.
- 15 E. The municipal court judge may issue an inspection warrant authorizing the
16 inspection of a ~~residential~~ **regulated** structure for the ~~growing, cultivation, or~~
17 ~~processing~~ **possession, growing, processing, or transporting** of marijuana in
18 accordance with Rule 241(b) of the Colorado Municipal Court Rules of
19 Procedure. Any inspection warrant issued pursuant to this section shall fully
20 comply with the applicable provisions of Rule 241 of the Colorado Municipal
21 Court Rules of Procedure.
- 22 F. The municipal judge may impose such conditions on an inspection warrant as
23 may be necessary in the judge's opinion to protect the private property rights of
24 the landowner of the property to be inspected, or to otherwise make the warrant
25 comply with applicable law.
- 26 G. It shall be unlawful and a misdemeanor offense for any landowner or occupant to
27 deny the Police Chief or other authorized person access to the property owned or
28 occupied by such landowner or occupant if the Police Chief or other authorized
29 person presents an inspection warrant issued pursuant to this Section.

30 9-13-8: APPLICABILITY OF NUISANCE ORDINANCE: The ~~growing or processing~~
31 **possession, growing, processing, or transportation** of marijuana within a ~~residential~~ **regulated**
32 structure in the Town in any manner that is not in compliance with the requirements of Section
33 9-13-6 is declared to be a public nuisance, and may be abated in the manner provided in Chapter
34 1 of Title 5 of this Code. Section 5-1-12 of this Code concerning the non-exclusivity of the
35 nuisance abatement procedure described in Chapter 1 of Title 5 of this code applies with respect
36 to the enforcement of this Chapter as well.
37

1 9-13-9: CONDITION PRECEDENT TO CHALLENGE: It is a condition precedent to any legal
2 challenge to any portion of this chapter, or the application of any portion of this chapter to any
3 specific property, that the person initiating such challenge shall have first given the Town written
4 notice of intent to bring such challenge not less than ninety (90) days before filing any legal
5 proceeding. Such notice shall be sent to the Town Council of the Town of Breckenridge by
6 certified mail, return receipt requested, at P.O. Box 168, Breckenridge, Colorado 80424, and
7 shall set forth: (i) the name and address of the claimant and the claimant's attorney, if any; and
8 (ii) a concise statement of the factual and legal basis for the claimant's challenge to the this
9 chapter, or the application of this chapter to the claimant's property. To the extent that the
10 provisions of this section conflict with the notification requirements of section 24-10-109,
11 C.R.S., or any other applicable law, the provisions of such statute or other applicable law shall
12 control.
13

14 Section 12. Except as specifically amended by this ordinance, the Breckenridge Town
15 Code, and the various secondary codes adopted by reference therein, shall continue in full force
16 and effect.
17

18 Section 13. The adoption of this ordinance does not result in a new tax, a tax rate
19 increase, or a tax policy change directly causing a net tax revenue gain to the Town within the
20 meaning of Article X, Section 20 of the Colorado Constitution.
21

22 Section 14. The Town Council finds, determines and declares that it has the power to
23 adopt this ordinance pursuant to: (i) the Colorado Medical Marijuana Code, Article 43.3 of Title
24 12, C.R.S.; (ii) Section 16 of Article XVIII to the Colorado Constitution; (iii) the Colorado Retail
25 Marijuana Code, Article 43.4 of Title 12, C.R.S.; (iv) the applicable administrative regulations;
26 (v) The Local Government Land Use Control Enabling Act, Part 1 of Article 20 of Title 29,
27 C.R.S.; (vi) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (vii)
28 Section 31-15-103, C.R.S. (concerning municipal police powers); (viii) Section 31-15-401,
29 C.R.S. (concerning municipal police powers); (ix) Section 31-15-501, C.R.S. (concerning
30 municipal authority to regulate businesses); (x) the authority granted to home rule municipalities
31 by Article XX of the Colorado Constitution; and (xi) the powers contained in the Breckenridge
32 Town Charter.
33

34 Section 15. The Town Council further finds, determines, and declares that this ordinance
35 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
36 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
37 thereof.
38

39 Section 16. This ordinance shall be published and become effective as provided by
40 Section 5.9 of the Breckenridge Town Charter.
41

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

6
7 TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation
9

10
11
12 By: _____
13 John G. Warner, Mayor
14

15 ATTEST:

16
17
18
19 _____
20 Helen Cospolich
21 Town Clerk
22



MEMORANDUM

To: Town Council
From: Finance and Municipal Services Dept.
Subject: *2016 Budget Resolution*
Date: November 16, 2015
CC: Tim Gagen, Town Manager; Rick Holman, Assistant Town Manager

Additional information has been incorporated into the 2016 budget to reflect decisions made pursuant to the November 10, 2015 Budget Hearing.

The following pages show the changes to the Child Care, Capital and Excise funds to include:

1. 2016 Capital Improvement Plan and Capital Fund: additional \$7,000 in revenue (transferred from Excise) and expense for lighting at Airport Road Crosswalk. Total Capital Expenditures are now budgeted at \$6,689,000 with \$6,305,000 in funding transferred from the Excise fund.
2. 2016 Child Care Fund budget: reflect additional revenues in the form of an increase in the transfer from Excise to Child Care of \$1,207,000 from the budget presented at the November 10th meeting. Total transfer is now \$1,307,000 in 2016.
3. Excise Fund: additional expenses of \$7,000 transfer to the Capital Fund and \$1,207,000 transfer to the Child Care Fund.

An updated reserves summary has also been attached for Council's review.

A resolution has also been prepared and attached to adopt the 2016 budget and the 2016-2020 Capital Improvement Plan. Adoption of the budget also includes changes to certain fees and charges that will become effective January 1, 2016.

Council is asked to review the memo and attachments summarizing the changes to the 2016 proposed budget. Council is also asked to hold a public hearing and to be prepared to vote on the budget resolution during the November 24th Council meeting.

**TOWN OF BRECKENRIDGE
ANNUAL BUDGET
CAPITAL PROJECTS FUND ANALYSIS**

	2014 ACTUAL	2015 BUDGET	2015 ESTIMATED	2016 PROPOSED
FUND BALANCE, JANUARY 1	\$ 7,207,468	\$ 3,507,274	\$ 3,507,274	\$ 5,172,478
REVENUES				
Grants	\$ 521,575	\$ -	\$ -	\$ -
Misc. Income	\$ 61,776	\$ -	\$ -	\$ -
Interest Income	\$ (0)	\$ -	\$ -	\$ -
Summit County Payment	\$ 1,645,067	\$ 265,754	\$ 2,600,000	\$ -
Parking District	\$ -	\$ -	\$ -	\$ -
McCain Rent/Rock Royalties	\$ 98,032	\$ 102,750	\$ 102,750	\$ 100,000
Transfer from General Fund	\$ 517,000	\$ -	\$ -	\$ -
Transfer from Open Space	\$ -	\$ 625,000	\$ 625,000	\$ 240,000
Transfer from Excise Tax	\$ 9,080,583	\$ 5,947,450	\$ 5,872,450	\$ 6,305,000
Transfer from Conservation	\$ 55,000	\$ 65,004	\$ 65,004	\$ 44,000
Previous Spending Authority	\$ -	\$ -	\$ -	\$ -
Supplemental Appropriations	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 11,979,032	\$ 7,005,958	\$ 9,265,204	\$ 6,689,000
TOTAL AVAILABLE	\$ 19,186,500	\$ 10,513,232	\$ 12,772,478	\$ 11,861,478
EXPENDITURES				
Current Capital Projects	\$ 15,679,226	\$ 7,005,952	\$ 5,500,000	\$ 6,689,000
Previous Spending Authority	\$ -	\$ -	\$ 2,100,000	\$ 5,172,478
TOTAL EXPENDITURES	\$ 15,679,226	\$ 7,005,952	\$ 7,600,000	\$ 11,861,478
FUND BALANCE, DECEMBER 31	\$ 3,507,274	\$ 3,507,280	\$ 5,172,478	\$ 0

TOWN COUNCIL ACTION:

Capital Improvement Plan Summary for 2016

A list			B List	Total of A & B Projects	Annual Impact on Operational Budget
Other Funding	Capital Fund	Total cost			

Administration

Iron Springs Contribution	0	337,000	337,000	0	337,000	0
Riverwalk Center Lobby	0	450,000	450,000	0	450,000	16,000
Riverwalk Stage Rigging	0	130,000	130,000	0	130,000	
Arts District Production Equipment	0	70,000	70,000	0	70,000	
Public Radio Utility Line	0	20,000	20,000	0	20,000	
Total	0	1,007,000	1,007,000	0	1,007,000	16,000

Recreation

Recreation Center Elevator	0	200,000	200,000	0	200,000	0
Kingdom Park Playground	0	180,000	180,000	0	180,000	2,700
Recreation Center Tennis Courts	0	200,000	200,000	0	200,000	-6,000
Outdoor Ice Rink Roof	0	1,200,000	1,200,000	0	1,200,000	-38,000
Recreation Facilities Improvements	0	150,000	150,000	0	150,000	??
Total	0	1,930,000	1,930,000	0	1,930,000	-41,300

Public Works

Utility Undergrounding	0	0	0	0	0	0
Roadway Resurfacing	0	1,100,000	1,100,000	0	1,100,000	0
Four O'clock Landscaping	0	180,000	180,000	0	180,000	40,000
Pinewood Sidewalk Connection	0	220,000	220,000	0	220,000	1,500
McCain MP/Implementation	100,000	0	100,000	0	100,000	0
Blue River Reclamation	240,000	560,000	800,000	0	800,000	0
Airport Road Ski Entrance	0	160,000	160,000	0	160,000	0
French Gulch Road Bus Turnaround	0	185,000	185,000	0	185,000	7,500
Parking Structure	0	500,000	500,000	0	500,000	0
Transit Technology Enhancements	0	500,000	500,000	0	500,000	60,000
Airport Road Crosswalk Light	0	7,000	7,000	0	7,000	0
TOTAL	340,000	3,412,000	3,752,000	0	3,752,000	109,000

Community Development

Blue River Parks	0	0	0	500,000	500,000	???
TOTAL	0	0	0	500,000	500,000	0

GRAND TOTAL	340,000	6,349,000	6,689,000	500,000	7,189,000	83,700
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Funding Sources

	Other Funding	Capital Fund	Total Funds
Current Revenue/Reserves	-	6,305,000	6,305,000
McCain Revenues	100,000		100,000
Open Space Fund (Blue River Reclaim)	240,000		240,000
Conservation Trust Transfer	44,000		44,000
TOTAL	384,000	6,305,000	6,689,000

**TOWN OF BRECKENRIDGE
2016
ANNUAL BUDGET
CHILD CARE FUND ANALYSIS**

	2014 ACTUAL	2015 BUDGET	2015 ESTIMATED	2016 PROPOSED
FUND BALANCE, JANUARY 1	\$ -	\$ (2,148,709)	\$ (2,148,709)	\$ 2,540,560
<u>REVENUES</u>				
Transfer from Excise	\$ -	\$ 2,300,004	\$ 2,300,004	\$ 1,307,000
Transfer from Affordable Housing	\$ 813,864	\$ 2,376,000	\$ 2,376,000	\$ -
Transfer from Marijuana	\$ -	\$ 789,996	\$ 789,996	\$ 196,366
Investment Income	\$ 11,969	\$ 16,524	\$ 11,013	\$ 11,233
Debt Repayment	\$ 72,490	\$ -	\$ -	\$ -
TOTAL REVENUES	<u>\$ 898,323</u>	<u>\$ 5,482,524</u>	<u>\$ 5,477,013</u>	<u>\$ 1,514,599</u>
TOTAL AVAILABLE	<u>\$ 898,323</u>	<u>\$ 3,333,815</u>	<u>\$ 3,328,304</u>	<u>\$ 4,055,159</u>
<u>EXPENDITURES</u>				
Personnel	\$ 16,472	\$ 76,211	\$ 34,692	\$ 39,916
Materials and Supplies	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ 15,404	\$ 8,976	\$ 47,272	\$ 70,972
Grants	\$ 639,156	\$ 683,280	\$ 705,780	\$ 710,611
Transfer to Excise	\$ 2,376,000	\$ -	\$ -	\$ -
Fully Appropriated Fund Balance	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL EXPENDITURES	<u>\$ 3,047,032</u>	<u>\$ 768,467</u>	<u>\$ 787,744</u>	<u>\$ 821,499</u>
FUND BALANCE, DECEMBER 31	<u>\$ (2,148,709)</u>	<u>\$ 2,565,348</u>	<u>\$ 2,540,560</u>	<u>\$ 3,233,660</u>

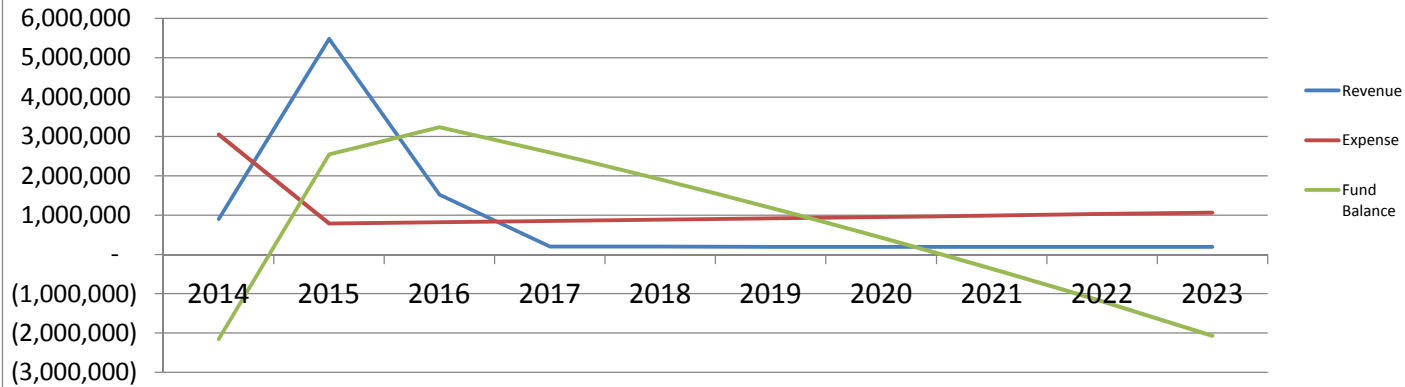
Childcare Fund Pro Forma

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Beg Fund Bal	\$ -	\$ (2,148,738)	\$ 2,540,530	\$ 3,233,630	\$ 2,587,621	\$ 1,904,901	\$ 1,184,194	\$ 428,172	\$ (364,543)	\$ (1,195,386)
Revenue										
Fund Balance Transfer	813,864	3,090,000	1,503,366	195,000	195,000	195,000	195,000	195,000	195,000	195,000
Corum Pmts.	72,490	2,376,000	-	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-	-	-	-
Other	11,969	11,013	11,233	8,000	4,000	-	-	-	-	-
Total Revenue	898,323	5,477,013	1,514,599	203,000	199,000	195,000	195,000	195,000	195,000	195,000
Available	\$ 898,323	\$ 3,328,275	\$ 4,055,129	\$ 3,436,630	\$ 2,786,621	\$ 2,099,901	\$ 1,379,194	\$ 623,172	\$ (169,543)	\$ (1,000,386)
Expenses										
Scholarships	639,156	705,780	710,611	739,035	768,597	799,341	831,314	864,567	899,150	935,116
Operations-staff &cmte	31,906	39,965	48,888	46,113	47,347	48,617	49,926	51,274	52,662	54,092
New Facility/Manager	-	42,000	62,000	63,860	65,776	67,749	69,782	71,875	74,031	76,252
Fund Bal. Transfer	2,376,000	-	-	-	-	-	-	-	-	-
Total Expenses	3,047,061	787,745	821,499	849,009	881,720	915,707	951,022	987,716	1,025,843	1,065,459
Total Exp	\$ 3,047,061	\$ 787,745	\$ 821,499	\$ 849,009	\$ 881,720	\$ 915,707	\$ 951,022	\$ 987,716	\$ 1,025,843	\$ 1,065,459
Inc./((Dec)	\$ (2,148,738)	\$ 4,689,268	\$ 693,100	\$ (646,009)	\$ (682,720)	\$ (720,707)	\$ (756,022)	\$ (792,716)	\$ (830,843)	\$ (870,459)
Fund Balance	\$ (2,148,738)	\$ 2,540,530	\$ 3,233,630	\$ 2,587,621	\$ 1,904,901	\$ 1,184,194	\$ 428,172	\$ (364,543)	\$ (1,195,386)	\$ (2,065,845)

NOTES:

effective 2016 shifting from ComDev staff allocation of .15SFE to .075ComDev and .075Recreation for management
 effective 2015 added 1 FTE (contract) for program management

Fund Balance Analysis



TOWN OF BRECKENRIDGE
 FUND BALANCE REPORT 2016
 EXCISE TAX FUND

JANUARY 1,2014	FUND BALANCE	\$ 7,740,721
	ACTUAL REVENUE	\$ 26,120,326
	ACTUAL EXPENSES	\$ 25,976,929
	PROJECTED GAIN / (REDUCTION)	<u>\$ 143,397</u>
DECEMBER 31,2014	FUND BALANCE	\$ 7,884,118
JANUARY 1,2015	FUND BALANCE	\$ 7,884,118
	PROJECTED REVENUE	\$ 26,386,077
	PROJECTED EXPENSES(INCLUDING APPROPRIATIONS)	\$ 25,648,396
	BUDGETED GAIN / (REDUCTION)	<u>\$ 737,681</u>
DECEMBER 31,2015	FUND BALANCE	\$ 8,621,799
JANUARY 1,2016	FUND BALANCE	\$ 8,621,799
	BUDGETED REVENUE	\$ 25,599,970
	BUDGETED EXPENSES	\$ 28,233,995
DECEMBER 31,2016	BUDGETED GAIN / (REDUCTION)	<u>\$ (2,634,025)</u>
	FUND BALANCE BEFORE RESERVES	\$ 5,987,774
	RESERVED FOR DEBT SERVICE	\$ (569,658)
	DISCRETIONARY RESERVE FOR DEBT SERVICE	\$ (564,408)
	DISCRETIONARY CAPITAL RESERVE	\$ -
	BUDGETED NET FUND BALANCE	<u><u>\$ 4,853,708</u></u>

**TOWN OF BRECKENRIDGE
2016 ANNUAL BUDGET
EXCISE TAX FUND ANALYSIS**

	2014 ACTUAL	2015 BUDGET	2015 ESTIMATED	2016 PROPOSED
FUND BALANCE, JANUARY 1	\$ 7,740,721	\$ 7,883,967	\$ 7,883,967	\$ 8,621,648
REVENUES				
Sales Tax	\$ 16,233,023	\$ 16,991,999	\$ 17,717,330	\$ 17,894,590
Cigarette Tax	\$ 49,067	\$ 47,301	\$ 51,776	\$ 52,293
Franchise Taxes	\$ 543,199	\$ 681,203	\$ 768,651	\$ 774,475
Real Est. Trans. Taxes	\$ 4,604,914	\$ 4,000,000	\$ 5,236,011	\$ 4,240,000
Accommodation Tax	\$ 2,294,537	\$ 2,457,799	\$ 2,594,429	\$ 2,620,374
Transfers	\$ 2,376,000	\$ -	\$ -	\$ -
Investment Income	\$ 19,434	\$ 26,832	\$ 17,880	\$ 18,238
TOTAL REVENUES	\$ 26,120,174	\$ 24,205,134	\$ 26,386,077	\$ 25,599,970
TOTAL AVAILABLE	\$ 33,860,895	\$ 32,089,101	\$ 34,270,044	\$ 34,221,618
EXPENDITURES				
Transfer to General Fund	\$ 11,478,888	\$ 11,649,996	\$ 11,649,996	\$ 14,037,569
Transfer to Capital Projects	\$ 9,080,583	\$ 5,947,750	\$ 5,947,450	\$ 6,305,000
Transfer to Marketing Fund	\$ 1,220,638	\$ 1,114,500	\$ 1,148,607	\$ 655,093 *
Add'l Transfer to Marketing	\$ -	\$ -	\$ -	\$ 500,000 **
Transfer to Golf Fund	\$ -	\$ -	\$ -	\$ -
Transfer to Housing Fund	\$ 1,299,996	\$ 1,500,000	\$ 1,500,000	\$ 2,500,000
Transfer to Special Projects Fund	\$ 2,324,696	\$ 2,533,809	\$ 2,533,809	\$ 2,359,425
Transfer to Child Care Fund	\$ -	\$ 2,300,004	\$ 2,300,004	\$ 1,307,000
Debt Service	\$ 572,128	\$ 568,530	\$ 568,530	\$ 569,908
TOTAL EXPENDITURES	\$ 25,976,929	\$ 25,614,589	\$ 25,648,396	\$ 28,233,995
*This represents continuation of the additional 0.5% transfer to Marketing Fund per Council decision.				
**This is an additional transfer above and beyond the 0.5% transfer to Marketing				
FUND BALANCE, DECEMBER 31	\$ 7,883,967	\$ 6,474,512	\$ 8,621,648	\$ 5,987,623
RESERVED FOR DEBT SERVICE	\$ -			\$ (569,658)
DISCRET. RESERVE FOR DEBT				\$ (564,408)
CAPITAL FUNDING RESERVE				\$ -
NET FUND BALANCE	\$ 7,883,967	\$ 6,474,512	\$ 8,621,648	\$ 4,853,557

TOWN COUNCIL ACTION:

	Budgeted Fund				
	Balance 12/31/16	Required	Council Policy	TOTAL Reserves	Net Balance
General Fund	\$ 22,448,485	\$ (1,343,372)	\$ (8,496,621)	\$ (9,839,993)	\$ 12,608,491
Excise Fund	5,987,687	(569,658)	(564,408)	(1,134,066)	4,853,621
Capital	5,172,479	(5,172,479)	-	(5,172,479)	-
Marketing	39,967	-	(39,967)	(39,967)	-
	<u>\$ 33,648,617</u>	<u>\$ (7,085,509)</u>	<u>\$ (9,100,996)</u>	<u>\$ (16,186,505)</u>	<u>\$ 17,462,112</u>

General Fund:	Operations, Medical, and TABOR reserves
Excise Fund:	C.O.P. Debt Service Reserve (2 years)
Marketing:	Fund Balance reserved for marketing efforts

	Net Balance at Retreat:	22,164,455
	Decrease:	4,702,343
	General Fund-Reserves Change	20,836 *
Additional expenses/transfers-decisions made at Oct. 27 Retreat:		
	Excise Fund 2015	275,000
	Excise Fund 2016	3,192,507
		3,467,507
	Add'l transfers authorized pursuant to Nov. 10 Council Meeting:	1,214,000
	<u>Total Decrease To Reserves</u>	<u>4,702,343</u>

*General Fund Reserves changed slightly due to changes in operating expenses in 2016

1 **FOR WORKSESSION/ADOPTION – NOV. 24**

2
3 RESOLUTION NO. 26

4
5 SERIES 2015

6
7
8 A RESOLUTION ADOPTING THE 2016 BUDGET
9 AND MAKING APPROPRIATIONS THEREFOR; AND APPROVING THE 2016-2020 CAPITAL
10 IMPROVEMENT PLAN

11
12 WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt an
13 operating budget for each fiscal year; and

14
15 WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt a
16 five-year Capital Improvement Plan.

17
18 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
19 BRECKENRIDGE, COLORADO:

20
21 Section 1. The proposed operating budget for 2016 based on certain fee changes, as
22 revised by Town Council and maintained on file by the Town Clerk, is adopted and
23 appropriations are made to the various programs as shown therein.

24
25 Section 2. The 2016-2020 Capital Improvement Plan, as proposed by the Town
26 Manager and as amended by the Town Council, is approved.

27
28 Section 3. All fees and charges contained in the 2016 operating budget are approved
29 and adopted. Such fees shall become effective January 1, 2016. Further, the Town
30 Manager may implement any of the other fees and charges contained in the 2016
31 operating budget prior to January 1, 2016 if the Town Manager determines, in his
32 judgment, that such early implementation is necessary or appropriate.

33
34 Section 4. This Resolution is effective upon adoption.

35
36 RESOLUTION ADOPTED AND APPROVED this 24th day of November, 2015.

37
38 ATTEST:

TOWN OF BRECKENRIDGE

39
40
41
42
43 _____
44 Helen Cospolich, Town Clerk

John G. Warner, Mayor

45 APPROVED IN FORM

46
47
48
49 _____
50 Town Attorney

Date

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: November 18, 2015

Re: Planning Commission Decisions of the November 17, 2015, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF November 17, 2015:

CLASS C APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS A APPLICATIONS:

1) 6th Amendment of the Amended Peak 7 & 8 Master Plan (MM) PL-2015-0444, 1595 Ski Hill Road Pursuant to the terms of the approved Development Agreement (Rec. #1095228) between the Town of Breckenridge, Vail Summit Resorts, Inc. and Peak 8 Properties, LLC ("Properties") VSRI proposes to modify the Amended Peak 7 & 8 Master Plan with the following:

- A) Residential density at Peak 8 is to be increased by 18.0 SFEs.
- B) Commercial density at Peak 8 is to be increased by 1.3 SFEs.
- C) The definition of Guest Services Facilities is to be amended (delete "patrol and first aid facilities" from the definition of Guest Services Facilities and add "patrol and first aid facilities" to the definition of space that is not included as Guest Services Facilities).
- D) Expanding the use of authentic stone foundations to include chimneys and other accent elements.

Approved.

TOWN PROJECT HEARINGS: None.

OTHER: None.

6th Amendment of the
Peak 7 & 8 Amended
Master Plan
1595 Ski Hill Road



Marvel House
318 North Main Street



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 South

0
Not to Scale

PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Kate Christopher Ron Schuman Dan Schroder
Eric Mamula Jim Lamb Gretchen Dudney
Dave Pringle arrived at 7:06 pm
Wendy Wolfe, Town Council Liaison

APPROVAL OF MINUTES

With no changes, the November 3, 2015, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

With no changes, the November 17, 2015, Planning Commission Agenda was approved as presented.

WORKSESSIONS:

1) Planning Commission Field Trip Recap (JP)

Ms. Puester presented. The Planning Commission annual field trip to Boulder and Westminster was on October 22. Ms Puester presented a power point of photos from the visits to three parking structures (CU Folsom Field in Boulder, 14th & Canyon (transit center) in Boulder, and 15th & Pearl in Boulder) and two lifestyle centers (The Shops at Walnut Creek in Westminster and Bradburn Village in Westminster). The focus of the trip was design oriented. We have a field trip every year and each year we tend to pick a different topic.

Commissioner Questions / Comments:

CU Parking Structure:

Mr. Schroder: This is far and beyond what Breckenridge would have, but they maintained a consistent look and feel that ran through campus. If we end up doing something here, let's identify what the thematic look and feel is of Town so that the parking structure looks like it is an extension of town.

Ms. Christopher: My take away is: hide as much underground.

Mr. Lamb: It needs to fit our character and the more underground the better. (Ms. Puester: Note that nothing is before the Town or Commission as far as a parking structure proposal.)

Ms. Wolfe: How much was underground?

Mr. Mamula: It is a practice facility on top with 2-3 levels below that daylight on one end.

1500 Pearl Street Parking Structure:

Mr. Mamula: The wrap idea is something that came up during the Gondola master plan years ago; this was a great example of retail wrap working well.

Ms. Dudney: Yes, but on a pedestrian street with lots of traffic, I'm worried this won't work everywhere, location specific.

Mr. Pringle: There are good aesthetics with a wrap but also lends a lot of activity with a parking structure and the police station could lend an air of security.

Ms. Wolfe: There is a parking structure on Spruce Street in Boulder that has a wrap and the City of Boulder uses the space that has a 25' deep city office spaces. This structure is only wrapped on two sides.

Ms. Christopher: I liked the woven open wire grid style for the whole windows that has the appearance of the window like we tend to see on decks in town.

Ms. Dudney: I like that too but it is very expensive.

14th & Canyon and Transit Center:

Mr. Lamb: There were trees in there and bike storage that I liked. Is this the one with the vending machine with bike parts? That was cool. (Mr. Kulick: They did a good job of masking how

Mr. Schroder: big the garage was by burying it. They had a coffee shop and an indoor bike storage system.) Most people's bikes are pretty expensive here and I wouldn't want to leave mine. Also, I don't think that the long winter would work with using this space. But we could use the parking spaces in the winter. (Mr. Truckey: A few parking spaces could be used for bike storage in the summer and then converted back to parking spaces in the busier winter months.)

Ms. Wolfe: I do see a lot of bikes coming in on people's cars in the summer; we need to be conscious of this for height.

Mr. Mamula: How could we capture the ski crowd to walk, lock and go downtown if this were in town?

Ms. Christopher: At the welcome center, we get several comments as to why we don't have lockers in town for ski storage, to just drop off their skis and boots downtown, without going to the satellite lot.

Ms. Dudney: I think the comment about obscuring the height should be noted.

Mr. Pringle: Maybe we need to think about ski valet / ski locker; that could be part of the wrap.

The Shops at Walnut Creek:

Ms. Christopher: We liked the covered walkways.

Mr. Schuman: There were a lot of vacancies that made me feel that there wasn't any activity or vibrancy at all.

Bradburn Village:

Mr. Grosshuesch: I think this would have looked a lot better if the buildings would have been 2 stories.

Mr. Mamula: It was super contrived. (Mr. Mosher: The angled parking separates the street, versus parallel parking. You lose some intimacy with diagonal parking because the streets are so big.)

Ms. Dudney: That's true if you are looking at it from a design point of view, but it isn't practical if your tenants need more parking. I think the two-story massing is critical to give life to the center, even a 3rd story if it is set back far enough. (Mr. Grosshuesch: The Walnut Creek had a mix of shops; they intensively landscaped this area and put in higher end street furniture, lamps, but as you go further back into the center it was the standard suburban strip mall. You can create the storefront on both sides with vitality that has a completely different feel.)

Mr. Mamula: My question is why? We have a historic downtown for people to go and get that village feel which is authentic.

Mr. Pringle: This is really for communities that don't have our Main Street.

Ms. Dudney: I don't know why you don't have every shopping area look good no matter what.

Mr. Mamula: I think that this looks worse than what we currently have.

Ms. Dudney: I disagree with you and I also think there are safety issues with how some places are in town now.

TOWN COUNCIL REPORT:

Ms. Wolfe:

- Thanks for putting time into this field trip. Note that we have passed 2A; now the hard work begins. I don't think that there are any preconceived ideas as to what we do. We have the funding to get to the right solutions and will start looking into the big picture of parking and transit.
- We worked on new panhandling ordinance revision which was interesting. The previous ordinance is stripped out due to the Supreme Court Reed v. Gilbert that has been extended in a lot of municipalities for anything we do against free speech. We had to strike anything that had to do with content. You are allowed to ask people for money. The complaints of people in Blue River plaza and playing music for money, you can do that. We still have a harassment ordinance if someone follows you and taps you on the shoulder then something can be done. It's a lot shorter ordinance than it has been but if you feel that someone is harassing you, call the police and they can deal with that. We still have 7 or 8 hearty souls who panhandle in the winter. We will add a uniformed walking police officer to Town. I think this will be a resource and make the people walking around feel more comfortable.
- Sign Code will soon be up for the same revision because of content.

- Water rates ordinance will have a 5% increase as was planned last year. This will mean \$34.45 residential cost up from \$32 which will take place in January. Breckenridge will go to the top in fees when bundled with parking, sewer and tap as most expensive. We are in the middle of the pack with water rates.
- Mill Levy estimated at 5.07 mils; no change from 2015.
- Huron Landing annexation is moving along.
- Second reading on 2016 budget next Council meeting, with the most notable change being allocating another \$1 million to affordable housing. Making this a big priority. We just got another letter from a business in town today showing how difficult it is to maintain employees with no housing. Short term rentals and Air BNB are chewing it up.
- Airport Road lighting issues in light of pedestrian fatality. Town is studying root cause; we have some incidents of speeding but lighting is the prevailing issue. They looked at taking Breckenridge lamps and putting higher powered lamps but they don't throw any more light. Only raising the pole would throw more light. So the right answer is a pedestrian activated directional flashing light system. Most pedestrians are wearing dark hoodies these days and you can't see them. We also know that there are similar issues on Main Street and over by the Village. There won't be a one size fits all solution here. There is a flag system that are reflective that the pedestrian carries across. There is competing light and dark backgrounds, a lot of ambient light and the street lighting doesn't cast a lot. (Mr. Mamula: Boulder has a good button with flashing light system that really gets your attention.) (Mr. Pringle: You have to train people to cross in the right spots.) The communities that have these flag systems have gotten the pedestrians to see that it is good to use flags and will walk to the flag stations. The pedestrians here are recognizing that the cars don't see them. (Mr. Pringle: A few years ago, we eliminated street lights in homage to dark skies/budget.) I don't think the Council is averse to looking at an array of solutions. What works on Airport Road won't work necessarily at the Village. Clothing does ebb and flow; we're in a time that everyone is wearing dark clothing.

PRELIMINARY HEARINGS:

1) Marvel House Restoration, Addition and Landmarking (MM) PL-2015-0328, 318 North Main Street
Mr. Mosher presented a proposal to restore portions of the historic Marvel House (remove some non-compliant additions and restore the remaining portions), add a full basement with a separate living unit, connect a new residence to the back of the historic house and build a new separate garage (with an accessory apartment above) along the alley and to seek local landmark designation from the Town Council. The property will be re-subdivided under a separate application.

Changes since the October 6, 2015 Planning Commission Meeting

1. The relocated Marvel house is proposed to meet Relative Setback requirements.
2. The setback off of the alley for the new development has been increased from 5-feet to 15-feet.
3. The overall density and mass of the proposed additions has been reduced.
4. The connector has been reduced in length.
 - a. Access to the commercial building is on one half of the connector and a storage closet for the residential is located on the other half.
5. The Connector between the New House and the Barn has been eliminated.
6. There are four parking spaces provided off the alley and two parking spaces off of Main Street.
7. The massing of the New House has been modified.
8. All specimen trees are to be preserved.
9. The Employee Housing unit has been eliminated and is now an apartment.
10. A landscaping plan was provided.

Since the last review, the applicant and agent have responded well to concerns expressed by the Commission with a comprehensively revised set of drawings. The density and massing has been reduced to allow the

proposal to achieve a preliminary passing Point Analysis. Staff welcomed any Commissioner comments and had the following questions for the Commission:

1. Did the Commission support the length and design of the revised connector?
2. With the density and mass reduction and the stepped roof form off the alley, did the Commission believe the height of the New House meets the intent of Priority Policy 81 (Build to heights that are similar to those found historically) and Policy 82 (The back side of the building may be taller than the established norm if the change in scale will not be perceived from major public view points)?
3. Did the Commission believe the additions are similar in mass with the historic character area context?
4. Did the Commission support the proposed architecture?
5. Did the Commission support the landscaping plan as presented for positive two (+2) points?
6. Did the Commission support locally landmarking the historic Marvel House?
7. Did the Commission support the proposed point analysis?

Staff recommended this application return for a final review.

Commissioner Questions / Comments:

Mr. Schroder: Somewhere in the report you said there might be a subdivision? (Mr. Mosher: This will be a separate application where they propose the properties be condos and the area around the buildings be common area.)

Applicant Presentation: Ms. Janet Sutterley, Architect for the Applicant:

Thank you for the concise and organized staff report. I did want to go over the intention of the condo platting. The connector is split in half; a portion goes to commercial and the other is a storage area. It will be just two units in the next application. I also wanted to add that we worked really hard with staff to get this right. We stepped the north and east ends that you can see on elevations. The materials will be the front building will be the historic materials and details. The barn will look like an outbuilding. The Dodge/Buhl, on Harris St., house picture depicts what we are going for; a vertical smooth siding with a little more contemporary look. The landscape plans; I would like the Commissioners comments. I think we are maxed out and adding more trees won't really help.

Commissioner Questions / Comments:

Mr. Pringle: Could we take the existing trees and memorialize them for landscaping? (Mr. Mosher: Yes, this will be done. If the trees are lost then you replace them in kind matching the size incrementally.) So they are part of the landscaping plan? (Mr. Mosher: Yes.)

Mr. Mamula opened the hearing to Public Comment. There was no Public Comment and the hearing was closed.

Commissioner Questions / Comments:

Ms. Dudney:

1. Yes
2. Yes
3. Yes
4. I support the proposed architecture
5. I support the positive two (+2) points
6. I support the local landmarking
7. I support the point analysis

Mr. Pringle: I am in favor of all the questions 1-7.

Mr. Lamb: I think this a big improvement and much better plan.

1. Yes
2. Yes

3. Yes
4. Yes
5. I would give positive two (+2) points for landscaping because the architecture moved around for saving the trees.
6. Landmark yes
7. Yes to point analysis

Ms. Christopher: I support all the points 1 -7.

Mr. Schroder: I support all the points 1-7.

Mr. Schuman: I do too; I support all the points 1-7 and this is a much better plan.

Mr. Mamula: I agree; fully support all the questions and point analysis.

COMBINED HEARINGS:

1) 6th Amendment of the Amended Peak 7 & 8 Master Plan (MM) PL-2015-0444, 1595 Ski Hill Road
Mr. Mosher presented. Pursuant to the terms of the approved Development Agreement (Rec. #1095228) between the Town of Breckenridge, Vail Summit Resorts, Inc. and Peak 8 Properties, LLC ("Properties") VSRI proposes to modify the Amended Peak 7 & 8 Master Plan with the following:

1. Residential density at Peak 8 is to be increased by 18.0 SFEs
2. Commercial density at Peak 8 is to be increased by 1.3 SFEs
3. The definition of Guest Services Facilities is to be amended (delete "patrol and first aid facilities" from the definition of Guest Services Facilities and add "patrol and first aid facilities" to the definition of space that is not included as Guest Services Facilities).
4. Expanding the use of authentic stone foundations to include chimneys and other accent elements.

Mr. Mosher noted that the table shown in the packet was not accurate as it relates only to the Development at Peak 8 and that it will be struck. The attached red-line provided by the applicant is accurate for the entire master Plan

This master plan amendment is essentially a housekeeping matter to reflect the allowances of the provided by the recent Development Agreement between the Town, VSRI, and Peak 8 Properties, LLC for the Grand Colorado at Peak 8 East Building. There are no substantive changes to the master site plan, architectural character or circulation. This amendment will simply clarify the density transfers and the definition of Guest Services Facilities per the Development Agreement and the use of authentic stone foundations, chimneys and other accent elements.

The proposed amendment of the Master Plan has no impact on the previous point analysis as this proposal abides with the Development Agreement and the current Development Code. This proposal shows a recommended passing score of positive two (+2) points for the original 2006 (attached) Point Analysis.

Staff is recommending an additional Condition of Approval regarding the 200 parking spaces at the Peak 7 & 8 Area:

Add new Development Permit Condition 10 to the Findings and Conditions for the Sixth Amendment to the Amended Peak 7 & 8 Master Plan (PL-2-15-0444):

10. Within one (1) year from the date of this development permit, the Permittee (Vail Summit Resorts, Inc.) shall submit to the Town a written plan demonstrating that there are at least 200 parking spaces for winter recreational visitors (public spaces) at the base of its Peak 8 winter recreational area as required by the Peak 7 and 8 Master Plan (as amended), and the contractual agreements between the Town and the Permittee. Nothing in this Development Permit is an acknowledgment or agreement by the Town that the parking for the new development by Peak 8 Properties, LLC as contemplated by the Application counts toward the Permittee's parking requirement under the Peak 7 and 8 Master Plan (as amended), and the contractual

agreements between the Town and the Permittee, and nothing in this Development Permit is a waiver of the Town's rights with respect to such parking requirement set forth in the Peak 7 and 8 Master Plan (as amended), and the contractual agreements between the Town and the Permittee.

Staff notes that with regard to the 200 parking spaces to be located at the base of Peak 8, there are discrepancies between the approved Parking Agreement, the current Master Plan for the Peak 7 & 8 Master Plan and the proposed modification to the master plan presented this evening. Any modification to the Parking Agreement must be reviewed and approved by the Town Council.

Applicant Presentation: Mr. Stephen C. West, Attorney for the Applicants *and* Mr. Graham Frank, Vail Resorts: Our concern is the new 804 building and we are asking for approval of the Master Plan changes related to it and not blending the two issues with the parking issue. We want to stick with that master plan and what we want to do with the 804 building. I would like the Commission to consider this under the master plan only and not consider additional conditions.

Commissioner Questions / Comments:

Mr. Pringle: I don't understand a thing about this.

Mr. Mamula: Mr. Berry, could you give a stripped down synopsis?

Mr. Tim Berry, Town Attorney for the Town of Breckenridge: There are several different documents in play. One is the Master Plan. The issue of the 200 parking spaces was raised with the applicant as to where and which spaces were designated as the "winter recreational visitors" as required by the current Master Plan and the Parking Agreement. The background is in 2002 preliminary Parking Agreement between the Town and Ski Area when they entered into the preliminary agreement that included a provision for parking for Vail properties. This provision said that VRSI would provide not less than 2,500 skier parking spaces a total of not less than 200 spaces would be provided at the base of Peak 7 & 8. The Parking Agreement in 2003 was a follow up to one part of the preliminary agreement. We wanted to take the 2,500 parking space agreement and make it parking agreement. It provides that VRSI will provide 200 spaces at the base of Peak 8 (not Peak 7). This agreement says that the spaces are used by "winter recreational visitors". Staff is concerned about where the 200 parking spaces are and that is where we are with this condition this evening. We are not trying to delay the 804 project. We want the ski area to tell us within a year where the required 200 spots are. We are going to set up a meeting in January to discuss these issues between Council and VRSI. Their application is to amend the Master Plan not the Parking Agreement. But it is my view that the master plan currently speaks to 200 parking spaces in the Parking Agreement located in "planning areas A and B" and so with the amendment this is the time to discuss this topic. Turn to page 43 in your packet; on the proposed changes to the Master Plan, provided by the applicant, the proposed amendment in the middle of the page deals with parking and traffic requirements. It describes the 200 spaces and then it goes on to define who is allowed to use those 200 spaces. It speaks to another series of folks; the original defines only the "winter recreational visitors" and I'm concerned that the new language here talks about other people using the spaces. I would like that language taken out this evening for review later with Town Council. The current master plan language is:

"Common Parking: 200 or more spaces within Planning Areas A & B."

The applicant's revision, which we suggest be removed, is:

"Common Parking: 200 or more spaces within Planning Areas A & B to be used in connection with Commercial, Guest Services and Peak 8 Ski Terrain by employees, visitors, guests, and invitees subject to such restrictions as may apply from time to time, with the goal

being to limit vehicular trips on Ski Hill Road at peak travel times around the beginning and end of the operation of the Peak 8 Ski Terrain for winter and summer recreational activities each day.”

It is important to note that this condition was written to allow for the Building 804 development application to move forward and this get worked out between the Town and BSR in the next year.

Mr. Schuman: The Parking Agreement only talks about Peak 8? (Mr. Mosher: Yes.) So, what do planning areas A & B mean? (Mr. Mosher: (Showing Master Plan map.) This is where our language is confusing.)

Mr. Mamula: What are our options? (Mr. Mosher: There are two options. One is to do what the applicant is asking to approve the amendment and not include the added condition. Two is to amend the findings and conditions adding the proposed condition. The applicant can also request a call-up from the Town Council for a de novo hearing too.)

Ms. Dudney: I still don't understand the why. Why does Staff want it and applicant doesn't want it? (Mr. Mosher: There is a disconnect as to where these spaces are happening between all the loose pieces being developed at the base areas. The Master Plan agreement doesn't match all the other pieces.) (Mr. Berry: The Commission should be comfortable with the condition; if it doesn't understand it then they can either approve the application as is or have the Council discuss it, maybe de novo call up.) (Mr. West: I don't disagree with anything that Mr. Berry said. There are Findings and Conditions but the item Mr. Berry read in the agreement is not a Finding or Condition; we added the language here. The 200 spaces which is a minimum requirement the Master Plan said that the commercial *and* residential spaces would use the 200 spaces. Mr. Mosher asked us to clarify and we all are trying to minimize the traffic on Ski Hill Road. We are with striking the added parking language and put the previous language in. We don't like the Condition because we don't know what it means. It was presented to us late in the review process and we don't know who will determine its outcome. We would like to vet the condition a little further. We understand that if you don't include it then, we know we will go to Council anyway as a call-up.) (Mr. Grosshuesch: Point of clarification: We take the view that the 200 parking spaces should be open to the public with no restrictions or conditions and that is not what we are getting here.) (Mr. West: We understand this is the staff's point, but we think this relates to the Parking Agreement not the Master Plan. The Master Plan is a planning document. We can work this out. We understand that this issue can come up at any time and could come up under the parking agreement.)

Mr. Pringle: The Town wants the 200 spaces for public, but if I recall the past discussions that the Dew Tour or other event vehicles might also use it. (Mr. West: Your memory is too good, that is a special event, different. As Mr. Berry is pointing out, the issue is that how things are defined is becoming the issue and doesn't match in the Parking Agreement and Master Plan. Nothing VRDC owns is truly public, we are a private company, we sell passes. We obviously need to bring up the Parking Agreement.) I agree with you, Mr. West. (Mr. Frank: From VRSI we need to vet it under the Parking Agreement, because we are not willing to take on a new definition and if this continues to be a problem we may need to pull the 804 building from any further review.)

Mr. Schroder: Could we look for a continuance?

Mr. Mamula: I think it is best to make a decision and kick it up to the Council to expedite this complex issue. (Mr. Graham: I would ask as the applicant to make that decision on the Master Plan amendment without the Condition.) Does anyone have any issue?

Mr. Pringle: What does the language issue with removal of guest services “patrol”? (Mr. Mosher: Guest services should not include the required services like Ski Patrol and First Aid.) (Mr. West:

That definition of exempt space was done in 2013 and we should have put it under the exempt category. This isn't an old thing, it is just clarifying what we did in 2013.)

Mr. Mamula: Is everyone ok with the master plan notes of striking the common parking on page 43?
Commissioners: Yes.

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

Commissioner Questions / Comments:

Ms. Dudney: I think that this needs to be kicked up to the Council. The additional condition #10 raises additional questions that shouldn't be answered here. I think this should be left up to the Council.

Mr. Pringle: I agree.

Mr. Lamb: I remember the 200 spaces standing out as for day skiers when we discussed this years ago. I agree that we need to kick this up. I think we should add condition # 10.

Mr. Christopher: I agree with the Master Plan as presented without #10.

Mr. Schroder: I agree with the Master Plan amendment as presented without #10.

Mr. Schuman: I don't support the #10 provision and I agree with striking the parking language.

Mr. Mamula: I understand what the staff wants, but I don't think we can decide this without all the adequate information so I approve the Master Plan without #10.

Mr. Pringle made a motion to approve the point analysis for the 6th Amendment of the Amended Peak 7 & 8 Master Plan, PL-2015-0444, 1595 Ski Hill Road, showing a passing point analysis of positive two (+2) points. Mr. Schuman seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the 6th Amendment of the Amended Peak 7 & 8 Master Plan, PL-2015-0444, 1595 Ski Hill Road with a note that on page 43 of our packet that speaks to Common Parking be the guiding language and delete the parking language. Ms. Christopher seconded, and the motion carried unanimously (7-0).

OTHER MATTERS:

1) Chair and Vice Chair Election for 2015-2016.

Ms. Puester stated that it was time to elect a Chair and Vice Chair for the Commission to serve from now until October 31, 2016.

Mr. Lamb made a motion to elect Ms. Christopher as Chair of the Planning Commission through October 31, 2016. Mr. Pringle seconded, and the motion was carried unanimously (7-0).

Ms. Dudney made a motion to elect Mr. Schuman as Vice Chair of the Planning Commission through October 31, 2016. Mr. Lamb seconded, and the motion was carried unanimously (7-0).

ADJOURNMENT:

The meeting was adjourned at 8:55pm.

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.

NOVEMBER 2015

Tuesday, November 24, 2015; 3:00/7:30 pm Second Meeting of the Month

DECEMBER 2015

Saturday, December 5, 2015 Lighting of Breckenridge/Race of the Santas

Tuesday, December 8, 2015; 3:00/7:30 pm First Meeting of the Month

Thursday, December 10-Sunday, December 13, 2015 Winter Dew Tour

Friday, December 11, 2015; 8-9am; TBD Coffee Talk

Tuesday, December 22, 2015; 3:00/7:30 pm CANCELED - Second Meeting of the Month

Thursday, December 31, 2015 New Year's Eve Celebration

JANUARY 2016

Tuesday, January 12, 2016; 3:00/7:30 pm First Meeting of the Month

Friday, January 15, 2016; 8-9am; TBD Coffee Talk

Tuesday, January 26, 2016; 3:00/7:30 pm Second Meeting of the Month

OTHER MEETINGS

- 4th Monday of the Month; 4:00 p.m.
- 1st & 3rd Tuesday of the Month; 7:00 p.m.
- 1st Wednesday of the Month; 4:00 p.m.
- 2nd & 4th Tuesday of the Month; 1:30 p.m.
- 2nd Wednesday of the Month; 12:00 noon
- 2nd & 4th Tuesday of the month; 2:00 p.m.
- 2nd Thursday of the Month; 5:30 p.m.
- 3rd Monday of the Month; 5:30 p.m.
- 3rd Tuesday of the Month; 9:00 a.m.
- 4th Wednesday of the Month; 9:00 a.m.
- 4th Wednesday of the Month; 8:30 a.m.
- 4th Thursday of the Month; 7:00 a.m.
- 4th Monday of the Month; 3:00 p.m.

- Cultural Arts Advisory Committee; Riverwalk Center
- Planning Commission; Council Chambers
- Public Art Commission; 3rd floor Conf Room
- Board of County Commissioners; County
- Breckenridge Heritage Alliance
- Housing/Childcare Committee
- Sanitation District
- BOSAC; 3rd floor Conf Room
- Liquor Licensing Authority; Council Chambers
- Summit Combined Housing Authority
- Breckenridge Tourism Office; BTO Offices
- Red White and Blue; Main Fire Station
- Childcare Advisory Committee; Town Hall

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