



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, August 22, 2017; 7:00 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
II	APPROVAL OF MINUTES - AUGUST 8, 2017	3
III	APPROVAL OF AGENDA	
IV	COMMUNICATIONS TO COUNCIL	
	A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)	
	B. BRECKENRIDGE SKI RESORT UPDATE	
V	CONTINUED BUSINESS	
	A. SECOND READING OF COUNCIL BILLS, SERIES 2017 - PUBLIC HEARINGS	
VI	NEW BUSINESS	
	A. FIRST READING OF COUNCIL BILLS, SERIES 2017 - PUBLIC HEARINGS	
	1. COUNCIL BILL NO. 25, SERIES 2017 - AN ORDINANCE ADOPTING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING UNMANNED AIRCRAFT SYSTEMS	6
	B. RESOLUTIONS, SERIES 2017	
	1. RESOLUTION NO. 20, SERIES 2017 - A RESOLUTION RECOMMENDING THE APPROVAL OF THE RESIDENTIAL HOUSING RESTRICTION AND NOTICE OF LIEN FOR BLUE 52 TOWNHOMES	12
	2. RESOLUTION NO. 21, SERIES 2017 - A RESOLUTION AFFIRMING THE TOWN OF BRECKENRIDGE'S COMMITMENT TO POWERING MUNICIPAL OPERATIONS WITH 100 PERCENT RENEWABLE ENERGY BY THE YEAR 2025 AND SETTING A GOAL TO REACH 100 PERCENT RENEWABLE ENERGY SOURCES COMMUNITY-WIDE BY 2035	42
	C. OTHER	
VII	PLANNING MATTERS	
	A. PLANNING COMMISSION DECISIONS	46
VIII	REPORT OF TOWN MANAGER AND STAFF	
IX	REPORT OF MAYOR AND COUNCILMEMBERS	
	A. CAST/MMC (MAYOR MAMULA)	
	B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BERGERON)	
	C. BRECKENRIDGE TOURISM OFFICE (MS. GIGLIELLO)	
	D. BRECKENRIDGE HERITAGE ALLIANCE (MS. WOLFE)	
	E. WATER TASK FORCE (MR. DUDICK)	
	F. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)	
	G. BRECKENRIDGE EVENTS COMMITTEE (MS. LAWRENCE)	
X	OTHER MATTERS	
XI	SCHEDULED MEETINGS	51

*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:00 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item.

XII ADJOURNMENT

*Report of the Town Manager, Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:00 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, August 08, 2017
PAGE 1

1 of 3

CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of August 8, 2017 to order at 7:00 pm. The following members answered roll call: Mr. Dudick, Mr. Bergeron, Ms. Lawrence, Mr. Burke, Ms. Wolfe, Ms. Gigliello and Mayor Mamula.

APPROVAL OF MINUTES - JULY 25, 2017

With no changes or corrections to the meeting minutes of July 25, 2017, Mayor Mamula declared they would stand approved as submitted.

APPROVAL OF AGENDA

Mr. Holman stated there were no changes to the agenda. Mayor Mamula declared the agenda approved as presented.

COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment.

Mr. John Mirro, President of Summit Public Radio and TV, stated SPRTV wants to thank the Town for its support and wants to update the Council on what was done with the funds given to them. He further stated SPRTV brings FM radio and over-the-air TV to Breckenridge in a variety of stations, and is an all volunteer organization. Mr. Mirro stated they need a new powerline on Baldy Mountain, and the Town has helped fund a project to replace it. Also, looking forward SPRTV is trying to raise funds for Phase 2 of this construction.

Dr. John Warner, former Mayor and Breckenridge resident, stated he is here on behalf of SPRTV, and wants Council to understand the scope of the project and further stated he is a supporter of this organization, which has credibility and legitimacy.

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

B. Breckenridge Tourism Office Update

Ms. Lucy Kay, Marketing Director of the BTO, stated the Town is seeing a bump for the Colorado Classic Bike Race, but most of August is flat to last year. She further stated we should expect to see last-minute weekend spikes like last year. Ms. Kay also stated September will be a problem, as we are down about 23% year over year, and the last 2 weeks of September are way off historic numbers, so the BTO has reallocated money for this timeframe and Dining Passports will be in market a week earlier than normal. In general, lower occupancy and higher ADR is the standard. Ms. Kay also stated the fall campaign is targeted to several different groups. In addition, the Breck Epic is coming up, as well as BIFA, Oktoberfest, Camp 9600 and the Spartan Race.

CONTINUED BUSINESS

A. Second Reading of Council Bills, Series 2017 - Public Hearings

NEW BUSINESS

A. First Reading of Council Bills, Series 2017 - Public Hearings

1. COUNCIL BILL NO. 24, SERIES 2017 - AN ORDINANCE REPEALING CHAPTER 15 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING STREET USE PERMITS; AND AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2010

EDITION, BY PROHIBITING THE OPERATION OF HORSEDRAWN CARRIAGES, PEDAL BUSES, AND PEDICABS ON THE STREETS AND HIGHWAYS OF THE TOWN UNLESS AUTHORIZED BY A SPECIAL EVENTS PERMIT

Mayor Mamula read the title into the minutes. Mr. Holman stated we have long discussed the level of traffic increasing and impeded by carriage, pedal buses and pedicabs. In addition, we've had complaints for years about the horse-drawn carriage, and this ordinance would repeal the permit with a provision allowing use for special events. Mr. Berry stated an affirmative vote of 5 members is needed for an Emergency Ordinance, and it would be effective immediately. Mr. Berry further stated this ordinance addresses street use permits of all types as defined by Town Code.

Mr. Dara Lor, a Breckenridge resident, asked Council to clarify the ordinance. Council clarified the intent of the ordinance and Mr. Lor stated he had no additional questions.

Mr. Bergeron moved to approve COUNCIL BILL NO. 24, SERIES 2017 - AN ORDINANCE REPEALING CHAPTER 15 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE CONCERNING STREET USE PERMITS; AND AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION, BY PROHIBITING THE OPERATION OF HORSEDRAWN CARRIAGES, PEDAL BUSES, AND PEDICABS ON THE STREETS AND HIGHWAYS OF THE TOWN UNLESS AUTHORIZED BY A SPECIAL EVENTS PERMIT. Mr. Dudick seconded the motion. The motion passed 7-0.

- B. Resolutions, Series 2017
- C. Other

PLANNING MATTERS

- A. Planning Commission Decisions

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

REPORT OF TOWN MANAGER AND STAFF

Mr. Holman stated he has passes for the Colorado Classic for Friday, and asked Council to please let him know who will be attending the upcoming parking structure meeting.

REPORT OF MAYOR AND COUNCILMEMBERS

- A. Cast/MMC (Mayor Mamula)
Ms. Wolfe stated she attended the meeting, and the County is going to take another look at the issue of electric bikes.
- B. Breckenridge Open Space Advisory Committee (Mr. Bergeron)
Mr. Bergeron stated there was no meeting.
- C. Breckenridge Tourism Office (Ms. Gigliello)
Ms. Gigliello stated Ms. Kay covered the BTO update in her presentation.
- D. Breckenridge Heritage Alliance (Ms. Wolfe)
Ms. Wolfe stated there was no report.
- E. Water Task Force (Mr. Dudick)
Mr. Dudick stated there was no report.

TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, August 08, 2017
PAGE 3

3 of 3

F. Breckenridge Creative Arts (Ms. Lawrence)
Ms. Lawrence stated there was no report.

G. Breckenridge Events Committee (Ms. Lawrence)
Ms. Lawrence stated Breck Pride is coming back to Breckenridge March 7-10, 2018, and this will be a partnership between the Town, the BTO, and possibly other entities. She further stated they are looking at entertainment options, and the BCA could produce the event and partner with the BTO and the ski resort on it. Mr. Holman stated we will discuss this event with the BCA. In addition, Ms. Lawrence stated the Haute Route bike event wants to come to Breckenridge and they are exploring logistics for this request.

OTHER MATTERS

Ms. Gigliello asked about barricades on Moonstone Road for the Colorado Classic, and staff stated there would not be barricades, but there will be some fencing near the top. Additionally, she stated in the Summit Stage notes, the bus times have been off sometimes, and has the County or Town explored the idea of rapid transit lanes like in Aspen? Staff stated they will bring it up at the next transit meeting. Mr. Holman stated that idea was part of the HR Green transportation recommendations.

Mr. Bergeron stated we signed the Climate Action Plan agreement, and we might want to consider hiring a group like the High Country Conservation Center to help facilitate action like Eagle County has done. He further stated that along with Town clean-up we should implement a Town weed pull to clean up the noxious weeds in our rights of way.

Mr. Burke stated there are noxious weeds on Clubhouse Drive and Tiger Road. He further stated there was an accident at the Fairview roundabout recently, and staff explained that is being fixed today. Mr. Burke asked if the Town can independently license an ambulance, and staff stated no, it cannot.

Mr. Dudick asked about the parking grace period and what happens when time expires and you get locked out. Staff indicated there isn't a way to do it in the app, and stated they would follow-up with Passport and Interstate Parking about ways to work around the system.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:40pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor



MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Assistant Town Manager
Date: August 15th, 2017 (for August 22nd work session)
Subject: Drone Regulations

During the Council work session on August 8th staff discussed growing concerns related to the locally unregulated use of Unmanned Aircraft Systems (UAS) or drones. Though the Federal Aviation Administration (FAA) provides federal regulations for UAS use, there is little ability for the limited FAA staff in Colorado to enforce those regulations. Given the FAA's limitation it is staff's recommendation that Council pass a local UAS ordinance to address local concerns.

The attached ordinance takes into account preemption concerns. The ordinance balances local law with federal law and is largely limited to addressing the safety risk associated with reckless and careless operation and operations over crowds of people. Notably, the proposed ordinance addresses the following:

- Safety requirements currently contained in federal law
- Prohibits flying over individuals or groups of people
- Reckless and careless operation
- Unlawful surveillance
- Interference with law enforcement, firefighting, or other government emergency operations

Restricted areas include:

- Cucumber Gulch Preserve
- Town's Golf Course/Nordic center when players or skiers are present within the area of flight
- Carter Park Dog Park

UAS use by the Police Department for lawful purposes, in a lawful manner would be allowed. Further, the UAS use could be allowed through the issuance of a Special Event Permit or with the approval of the Town Manager.

Staff believes the attached ordinance addresses current concerns and provides flexibility for safe UAS use. It is important to note that federal UAS regulations are likely to change and may result in the need to update Town Code at some time in the future.

Tim Berry and I will be present at the work session on Tuesday, August 22nd to answer any questions.

1 **FOR WORKSESSION/FIRST READING – AUG. 22**

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 2017

9
10 AN ORDINANCE ADOPTING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING UNMANNED AIRCRAFT SYSTEMS

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

15
16 Section 1. The Breckenridge Town Code is amended by the adoption of a new Chapter
17 14 of Title 5, to be entitled “Unmanned Aircraft Systems,” which shall read in its entirety as
18 follows:

19
20 **CHAPTER 14**

21
22 **UNMANNED AIRCRAFT SYSTEMS**

23
24 **SECTION:**

25
26 **5-14-1: AUTHORITY**

27 **5-14-2: PURPOSE AND INTENT**

28 **5-14-3: DEFINITIONS**

29 **5-14-4: UAS SAFETY REQUIREMENTS**

30 **5-14-5: RECKLESS OR CARELESS OPERATION OF UAS**

31 **5-14-6: UNLAWFUL SURVEILLANCE BY UAS**

32 **5-14-7: INTERFERENCE WITH LAW ENFORCEMENT, FIREFIGHTING, OR**
33 **OTHER GOVERNMENTAL EMERGENCY OPERATIONS BY UAS**

34 **5-14-8: RESTRICTED AREAS**

35 **5-14-9: USE OF UAS BY LAW ENFORCEMENT/EMERGENCY SERVICES**

36 **5-14-10: WAIVER OR MODIFICATION OF REGULATIONS**

37 **5-14-11: VIOLATION; PENALTIES**

38 **5-14-12: RULES AND REGULATIONS**

39
40 **5-4-1: AUTHORITY: The Town Council hereby finds, determines, and declares that it has**
41 **the power to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning**
42 **municipal police powers); (ii) Section 31-15-401, C.R.S.(concerning municipal police**
43 **powers); (iii) the authority granted to home rule municipalities by Article XX of the**
44 **Colorado Constitution; and (iv) the powers contained in the Breckenridge Town Charter.**
45 **Such powers are traditional local government powers.**
46

1 **5-14-2: PURPOSE AND INTENT:** It is the purpose and intent of this Chapter to address
2 the unregulated use of unmanned aircraft systems, sometimes known as “drones,”
3 throughout the Town. The unregulated use of unmanned aircraft systems: (i) pose threats
4 to the public health, safety, and welfare of the residents and many visitors to the Town that
5 include, but are not limited to, potential hazards to persons and property on the ground,
6 and to critical infrastructure within the Town; and (ii) give rise to additional serious
7 concerns that include, but are not limited to, privacy, nuisance, trespass.

8
9 **5-14-3: DEFINITIONS:** For purposes of this Chapter, the following terms shall have the
10 following meanings:

11 **FAA:** The Federal Aviation Administration.

OPERATE: To pilot, steer, direct, fly, or manage a UAS through the air
whether remotely or otherwise. The term “operate” includes
managing or initiating a computer system that pilots, steers,
directs, flies, or manages a UAS.

SURVEILLANCE: The gathering, without permission and in a manner that is
offensive to a reasonable person, of visual images, physical
impressions, sound recordings, data, or other information
involving the private, personal, business, or familial activities
of another person, business, or entity, or that otherwise
intrudes upon the privacy, solitude, or seclusion of another
person, business, or entity, regardless of whether a physical
trespass onto real property owned, leased, or otherwise
lawfully occupied by such other person, business, or entity, or
into the airspace above real property owned, leased, or
otherwise lawfully occupied by such other person, business, or
entity, occurs in connection with such surveillance.

TOWN AIRSPACE: Includes all airspace above the territorial boundaries of the
Town, to the full extent that such airspace can legally be
regulated by the Town.

UAS: An aircraft, powered aerial vehicle, or other device without a
human pilot aboard, the flight of which is controlled either
autonomously by onboard computers or by the remote control
of a pilot operator on the ground or in another vehicle or
aircraft, and all associated equipment and apparatus.

12
13 **5-14-4: UAS SAFETY REQUIREMENTS:** It is unlawful to operate a UAS within the
14 Town or in Town airspace, except in conformance with the following:

15
16 **A. The UAS shall be flown below a maximum altitude of four hundred feet (400') above the**
17 **ground.**

1
2 **B. The UAS shall weigh no more than fifty five (55) pounds at the time of operation,**
3 **inclusive of equipment, payload, and fuel.**
4

5 **C. The UAS shall be flown within the visual line of sight of the person operating the UAS.**
6 **The operator shall use his or her own natural vision (which includes vision corrected by**
7 **standard eyeglasses or contact lenses) to maintain at all times an unobstructed view of the**
8 **UAS, without the use of vision-enhancing devices, such as binoculars, night vision goggles,**
9 **powered vision magnifying devices, or similar devices.**

10
11 **D. The UAS shall not be operated over any person not directly involved in the operation**
12 **without such person's consent.**
13

14 **E. The UAS shall not be flown over pedestrians, bicyclists, motorists, roadways, parking**
15 **lots, playgrounds, stadiums, sporting events, festivals, street festivals or events, or other**
16 **open air assembly of persons, or areas or special events subject to an FAA notice of**
17 **temporary flight restriction.**
18

19 **F. The UAS shall remain clear of and not interfere with manned aircraft operations or**
20 **other UAS.**
21

22 **G. The UAS shall be operated during daylight hours only.**
23

24 **H. The UAS shall not be operated from a moving vehicle or other aircraft.**
25

26 **I. The UAS shall be operated in compliance with all applicable law, including any**
27 **regulations adopted by the FAA.**
28

29 **5-14-5: RECKLESS OR CARELESS OPERATION OF UAS: It is unlawful to operate a**
30 **UAS in a reckless or careless manner so as to endanger the health, safety, or well-being of**
31 **persons or property. In any proceeding alleging a violation of this Section, the factfinder**
32 **shall consider the standards for safe operation of aircraft prescribed by federal statutes or**
33 **regulations governing UASs.**
34

35 **5-14-6: UNLAWFUL SURVEILLANCE BY UAS: It is unlawful for a person to operate a**
36 **UAS for the purpose of conducting surveillance, unless permitted by law.**
37

38 **5-14-7: INTERFERENCE WITH LAW ENFORCEMENT, FIREFIGHTING, OR OTHER**
39 **GOVERNMENTAL EMERGENCY OPERATIONS BY UAS: It is unlawful for any**
40 **person to operate a UAS in the air or on the ground in a manner that interferes with law**
41 **enforcement, firefighting, or any other government emergency operations.**
42

43 **5-14-8: RESTRICTED AREAS: It is unlawful to operate a USA within or over the**
44 **following locations:**
45

46 **A. The Town's Cucumber Gulch Preserve.**

1
2 **B. The Town’s golf course/Nordic Center at any time when players or skiers are present**
3 **within the area of flight.**

4
5 **C. The Town’s Carter Park Dog Park.**

6
7 **5-14-9: USE OF UAS BY LAW ENFORCEMENT/EMERGENCY SERVICES: Nothing**
8 **in this Chapter is intended to prohibit the use of a UAS for lawful purposes and in a lawful**
9 **manner by any law enforcement agency of the Town or other local, state, or federal**
10 **government, or emergency services personnel.**

11
12 **5-14-10: WAIVER OR MODIFICATION OF REGULATIONS: Any provision of this**
13 **Chapter may be waived or modified by a special event permit issued by the Town pursuant**
14 **to Title 4, Chapter 13 of this Code, or, for good cause, by special authorization of the Town**
15 **Manager.**

16
17 **5-14-11: VIOLATION; PENALTY:**

18
19 **A. It is unlawful and a misdemeanor offense to violate any provision of this Chapter. A**
20 **person who is convicted of violating any provision of this Chapter shall be punished as**
21 **provided in section 1-4-1of this Code.**

22
23 **B. In addition to the penalty set forth in subsection A of this Section, the Town may**
24 **impound any UAS that is operated in a careless or reckless manner, in the interest of**
25 **public safety.**

26
27 **5-14-12: RULES AND REGULATIONS: The Town Manager may from time to time**
28 **adopt, amend, alter, and repeal administrative rules and regulations as may be necessary**
29 **for the proper administration of this Chapter. Such regulations shall be adopted in**
30 **accordance with the procedures established by Title 1, Chapter 18 of this Code. Pursuant**
31 **to Section 1-18-6 of this Code, the Town Council authorizes the Town Manager’s rules and**
32 **regulations promulgated pursuant to this Section to be enforced in the Town’s municipal**
33 **court.**

34
35 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
36 various secondary Codes adopted by reference therein, shall continue in full force and effect.

37
38 Section 3. The Town Council hereby finds, determines and declares that this ordinance is
39 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
40 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
41 thereof.

42
43 Section 4. The Town Council hereby finds, determines and declares that it has the power
44 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
45 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

MEMO

TO: Breckenridge Town Council
FROM: Laurie Best-Community Development Department
RE: RESOLUTION Blue 52-Restrictive Covenant
DATE: August 15, 2017 (for August 22, 2017 meeting)

A Resolution to endorse the Blue 52 deed restriction has been prepared and is scheduled for your consideration on August 22, 2017. The RESIDENTIAL HOUSING RESTRICTION AND NOTICE OF LIEN FOR “BLUE 52 TOWNHOMES” has been drafted based on feedback we received from the Council at your August 8th and June 13th worksessions. Please note that the deed restriction is executed by the Town of Breckenridge Housing Authority (Authority) which is the developer of the project. The Town Council members serve as the Board of Directors of the Authority. The key elements of the deed restriction include:

Ownership, Residency, and Employment Restrictions:

- Owner Occupancy as sole place of residence (unless a business owned unit is specifically approved by the Authority for use by employees of a qualified business)
- Must earn living working a minimum of 30 hours a week on average for a business operating in and serving the County (initial sale priority is for Upper Blue Employees)
- Home Occupations OK/Remote Employees not OK
- When/if local businesses are permitted to purchase units then rental rates, occupancy limits, etc. will be established by the Authority (however, the Authority is not entertaining business-owned units in the first phase based on the high demand from individuals and will likely prioritize the individual buyers for the second phase marketing as well)
- Full retirement OK at age 65 if occupied the home and worked for seven years
- Income caps established for 80, 90, 110% AMI units
- Asset testing required pursuant to Authority guidelines (apply to 80, 90, 110, 120% AMI units, not to 130% AMI)
- May not own other developed residential property in Summit County

Sale, Appreciation, Resale:

- 2% fixed annual rate of appreciation
- Resale price maybe increased by a maximum of 1% to cover some portion of real estate commission and closing costs incurred by the seller (to be restricted to .5% for first 3 years, then 1%-pursuant to Guidelines to be adopted)
- Authority may require Owner to sell when in violation-minimum 95% of maximum value
- Authority may reacquire at 100% of maximum resale price to preserve affordability
- Initial financing may be 100% LTV

- Refi capped to 95% LTV
- Must be in clean condition with appliances in working condition and no health or safety violations at resale, or cost to repair will be deducted from proceeds
- Capital Improvements (additional finished space-no luxury upgrades) capped at 10% (note there are no opportunities for capital improvements pursuant to the current definition as the units are completely finished at time of initial sale, however we anticipate that specific guidelines will be proposed in the future to expand the definition to include some incentive for maintenance of units over time and to add a depreciation schedule)

Please note that the ownership, use, resale restrictions are subject to periodic review and may be amended from time to time in Guidelines adopted by the Housing Authority. This provides flexibility over time that is missing in many of the current deed restrictions. Staff recommends approval of the Resolution as presented and we will be available at your meeting to answer questions regarding this deed restriction or the project status. Once the deed restriction is endorsed by the Council, the potential buyers will be able to work with their lenders on loan approvals.

The next steps will include review of HOA docs (including Declarations, and Rules and Regulations) with the Council at an upcoming meeting. We are accepting applications thru early September and expect that the lottery will be held mid-October, and contracts executed late October with first closings around the first of December.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

1 **RESIDENTIAL HOUSING RESTRICTION AND NOTICE OF LIEN**
2 **FOR “BLUE 52 TOWNHOMES”**
3 **TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO**
4

5 This Residential Housing Restriction and Notice of Lien for Blue 52 Townhomes, located
6 in the Town of Breckenridge, Summit County, Colorado (this “**Restriction**”), is made this ____
7 day of _____, 2017, by the Town of Breckenridge Housing Authority,
8 hereinafter referred to as the “**Housing Authority**.”
9

10 **RECITALS**

11
12 WHEREAS, the Housing Authority is the owner of that certain real estate located in the
13 Town of Breckenridge, Summit County, Colorado, and legally described in **Exhibit A** to this
14 Restriction (“**Property**”); and
15

16 WHEREAS, the Housing Authority, acting as the declarant, intends to create a valid and
17 enforceable covenant running with the land that assures that all of the units to be developed on
18 the Property will be used solely by individuals who are both Residents and Eligible Households
19 (as such terms are hereinafter defined), subject to limited exceptions provided for herein; and
20

21 WHEREAS, under this Restriction the Housing Authority intends, declares, and
22 covenants that the regulatory and restrictive covenants set forth herein governing the use of the
23 units described and provided for herein shall be and are hereby made covenants running with the
24 land and are intended to be and shall be binding upon the Housing Authority, and all subsequent
25 owners of such units for the stated term of this Restriction, unless and until this Restriction is
26 released and terminated in the manner hereafter described.
27

28 NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and
29 valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
30 Housing Authority hereby declares that the Property shall hereafter be held, sold, and conveyed
31 subject to the following covenants, restrictions, and conditions, all of which shall be covenants
32 running with the land, and which are for the purposes of ensuring that the Property remains
33 available for purchase and occupation by persons working in the County (as defined in
34 ARTICLE 1) as affordably priced housing for low to moderate income persons, and protecting
35 the value and desirability of the Property, and which covenants, restrictions, and conditions shall
36 be binding on all parties having any right, title, or interest in the Property, or any part thereof,
37 their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined in
38 ARTICLE 1) of a Unit (as defined in ARTICLE 1) within the Property, and the Housing
39 Authority.
40

41 **ARTICLE 1**
42 **DEFINITIONS**
43

44 1.1 **Definitions.** In addition to the words defined above, the following words, when
45 used in this Restriction, shall have the following meanings and the use of capitalization or lower

1 case letters in references to the following terms shall have no bearing on the meanings of the
2 terms:

3
4 A. **“Appreciation Limiting Promissory Note”** means the promissory note to be
5 executed by the purchaser of a Unit and delivered to the Housing Authority as described in
6 Section 5.4.

7 B. **“Appreciation Limiting Deed of Trust”** means the deed of trust to be executed
8 by the purchaser of a Unit and delivered to the Housing Authority for recording with the Clerk
9 and Recorder of Summit County, Colorado as described in Section 5.4.

10 C. **“Area Median Income”** or **“AMI”** means the median annual income for the
11 County (or such next larger statistical area calculated by HUD that includes the County, if HUD
12 does not calculate the area median income for the County on a distinct basis from other areas), as
13 adjusted for household size, that is calculated and published annually by HUD (or any successor
14 index thereto acceptable to the Housing Authority, in its reasonable discretion). If AMI data
15 pertaining to the date of sale of a Unit is yet not available as of the date the sale price is
16 calculated, then the most recent data published by HUD shall be used in its place.

17 D. **“Assets”** means the sum of all real and personal property, money, and other things
18 of value owned or controlled by a person at the time of his or her purchase or lease of a Unit as
19 defined in the Housing Authority’s Guidelines then in effect.

20 E. **“Authorized Lessee”** means any tenant approved by the Housing Authority, who
21 shall meet the definitions of both Resident and Eligible Household, and who shall lease a Unit at
22 such rental rates as shall be established by the Housing Authority.

23 F. **“County”** means Summit County, Colorado.

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

30 H. **“Director”** means the Director of the Department of Community Development of
31 the Town of Breckenridge, Colorado, or such person’s designee.

32 I. **“Eligible Household”** means a Household approved by the Housing Authority or
33 its designee so as to allow for the execution by the Housing Authority of the form of Notice of
34 Lien and Memorandum of Acceptance of Residential Housing Restriction and Notice of Lien for
35 the Blue 52 Townhomes, Town of Breckenridge, Summit County, Colorado set forth in **Exhibit**
36 **B** of this Restriction, and shall include: (i) the eight (8) Units identified on **Exhibit C** of this
37 Restriction, which shall be Households earning not more than one hundred ten percent (110%) of
38 the Area Median Income (a “110% AMI Unit”); (ii) the thirteen (13) Units identified on **Exhibit**
39 **D** of this Restriction, which shall be Households earning not more than one hundred twenty
40 percent (120%) of the Area Median Income (a “120% AMI Unit”); (iii) the twelve (12) Units

1 identified on **Exhibit E** of this Restriction, which shall be Households earning not more than one
 2 hundred thirty percent (130%) of the Area Median Income (a “130%AMI Unit”); and (iv) the
 3 nineteen (19) Units identified on **Exhibit F** of this Restriction, which shall be sold to Households
 4 without an income cap (a “Unit without an income cap”). Once a Unit is designated as either a
 5 110% AMI Unit, a 120% AMI Unit, a 130% AMI Unit, or a Unit without an income cap, it shall
 6 remain so designated throughout the term of this Restriction, unless otherwise approved by the
 7 Housing Authority. A Household’s income for purpose of determining whether such household
 8 meets this definition of eligibility shall be determined in accordance with the Housing
 9 Authority’s Guidelines in effect at the time of purchase or, as the case may be, commencement
 10 of leasehold occupancy. Income testing shall be done only at the time a person purchases or
 11 leases a Unit. Additional income obtained by persons in an Eligible Household after purchasing
 12 or leasing the Unit shall not have any effect on the household’s qualifications or income
 13 classification under this Restriction.

14 In order to attempt to assure a pool of qualified buyers while also matching household
 15 income to appropriately priced Units, the Housing Authority has established the following initial
 16 price affordability standards for the Units that are subject to this Restriction:
 17

Unit Category	Priced To Be Affordable To:
110% AMI Unit	80% AMI Household
120% AMI Unit	90% AMI Household
130% AMI Unit	110% AMI Household
Non-Income Capped Units	120% & 130 AMI Households

18
 19 At the time of the purchase of a Unit a Qualified Owner shall not have more Assets than
 20 are allowed under the Housing Authority’s Guidelines then in effect. Asset testing shall be done
 21 only at the time a person purchases a Unit. Assets acquired by a Qualified Owner after
 22 purchasing the Unit shall not have any effect on the ability of the Qualified Owner to continue to
 23 own the Unit.
 24

25 J. **“First Mortgage”** means a deed of trust or mortgage that is recorded senior to
 26 any other deeds of trust or liens against the Property to secure a loan used to purchase the
 27 Property made by a Mortgagee.

28 K. **“Guidelines”** means the administrative rules, regulations, policies, and standards
 29 adopted by the Housing Authority pursuant to Section 11.1 of this Restriction, as amended from
 30 time to time.

31 L. **“Household”** means one or more persons who intend to live together in a Unit as
 32 a single housekeeping unit.

33 M. **“Housing Authority Lien”** means the lien that is granted to the Housing
 34 Authority in Section 9.2 of this Restriction to secure payment of any amounts due and owing to
 35 the Housing Authority pursuant to this Restriction.

36 N. **“HUD”** means the U.S. Department of Housing and Urban Development.

1 O. “**Maximum Resale Price**” means the maximum Purchase Price that shall be paid
2 by any purchaser of the Property, other than the initial purchaser who acquires the Property from
3 the Housing Authority, that is determined in accordance with the provisions of Section 8.3 of this
4 Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an
5 Owner may obtain for the sale of the Property.

6 P. “**Mortgagee**” means any bank, savings and loan association, or any other
7 institutional lender that is licensed to engage in the business of providing purchase money
8 mortgage financing for residential real property and that is the beneficiary of a deed of trust or
9 mortgage encumbering any Unit.

10 Q. “**Non-Qualified Owner**” or “**Non-Qualified Transferee**” means an Owner that
11 is not a Qualified Owner.

12 R. “**Owner**” means the record owner at any time taking and holding fee simple title
13 to a Unit.

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

19 T. “**Purchase Price**” shall mean all consideration paid by the purchaser to the seller
20 for a Unit as defined in this Guidelines.

21 U. “**Rent**” means to lease or rent a Unit.

22 V. “**Qualified Owner**” means a natural person(s) that meet(s) the definitions of both
23 a Resident and an Eligible Household, or Non-Qualified Owner under Section 5.1B, qualified
24 and approved by the Housing Authority, in such a manner as will allow the Housing Authority to
25 execute the Notice of Lien and Memorandum of Acceptance of Residential Housing Restriction
26 and Notice of Lien for the Blue 52 Townhomes, Town of Breckenridge, Summit County,
27 Colorado set forth in **Exhibit B** of this Restriction.

28 W. “**Resident**” means a person and his or her Dependents, if any, who at all times
29 during ownership or occupancy of the Unit: (i) earns his or her living from a business operating
30 in and serving the County, and (ii) works in the County at such business an average of at least
31 thirty (30) hours per week on an annual basis, or is a person who is approved in writing by the
32 Housing Authority, which approval shall be based upon criteria including, but not limited to,
33 total income, percent of income earned within the County, place of voter registration, place of
34 automobile registration, and driver’s license address and other qualifications established by the
35 Housing Authority from time to time (compliance with each of these criteria is not necessary; in
36 certifying Residents, the Housing Authority shall consider the criteria cumulatively as they relate
37 to the intent and purpose of this Restriction). A person over 65 years of age shall remain a
38 Resident regardless of his or her working status, so long as he or she has owned and occupied a
39 Unit for a time period of not less than seven (7) years. A Resident or Authorized Lessee who
40 becomes disabled after commencing ownership or occupancy of a Unit such that he or she

1 cannot work the required number of hours each week required by this Restriction shall remain a
2 Resident or Authorized Lessee; provided that such person is permitted to occupy the Unit only
3 for a maximum period of one (1) year following the commencement of said person’s disability,
4 unless a longer period of occupancy is authorized by the Housing Authority. Unless otherwise
5 indicated, the term “business” as used in this Restriction shall mean an enterprise or organization
6 providing goods and/or services, whether or not for profit, and shall include, but not be limited
7 to, educational, religious, governmental, and other similar institutions.

8 X. “**Town**” means the Town of Breckenridge, a Colorado municipal corporation.

9 Y. “**Town Clerk**” means the Town Clerk of the Town of Breckenridge, Colorado, or
10 such person’s designee.

11 Z. “**Town Council**” means the Town Council of the Town of Breckenridge,
12 Colorado.

13 AA. “**Transfer**” or “**transferred**” means any sale, assignment, or transfer that is
14 voluntary, involuntary, or by operation of law (whether by deed, contract of sale, gift, devise,
15 trustee’s sale, deed in lieu of foreclosure, or otherwise) of any interest in a Unit, including, but
16 not limited to, a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or
17 any interest evidenced by a land contract by which possession of a Unit is transferred and the
18 Owner obtains title.

19 BB. “**Unit**” means a physical portion of the Property to be constructed for purposes of
20 residential use only and to be created as a separate transferable real property interest by the filing
21 of subdivision or similar plat(s) or map(s) for some or all of the Property. There will be a total of
22 fifty-two (52) Units built within the Property.

23 **ARTICLE 2**
24 **PURPOSE**

25
26 2.1 Purpose of Restriction. The purpose of this Restriction is to restrict ownership,
27 occupancy, and sale of each Unit in such a fashion as to provide, on a permanent basis,
28 affordably priced housing for low to moderate income persons to be occupied by Qualified
29 Owners or Authorized Lessees, which Qualified Owners or Authorized Lessees, because of their
30 income, may not otherwise be in a position to afford to purchase, own, occupy, or lease other
31 similar properties, and to help establish and preserve a supply of affordably priced housing to
32 help meet the needs of the locally employed residents of the County.
33

34 **ARTICLE 3**
35 **RESTRICTION AND AGREEMENT BINDS THE PROPERTY**

36
37 3.1 Restriction Runs With the Land. This Restriction shall constitute covenants
38 running with title to the Property as a burden thereon, for benefit of, and enforceable by, the
39 Housing Authority, and its successors and assigns, and this Restriction shall bind the Housing
40 Authority and all subsequent Owners and occupants of a Unit. Each Owner and Authorized
41 Lessee, upon acceptance of a deed or lease to a Unit, shall be personally obligated hereunder for

1 the full and complete performance and observance of all covenants, conditions, and restrictions
2 contained herein during the Owner’s period of ownership or Authorized Lessee’s tenancy, as
3 may be appropriate. Each and every Transfer or lease of a Unit, for all purposes, shall be deemed
4 to include and incorporate by this reference, the covenants contained in this Restriction, even
5 without reference to this Restriction in any document of conveyance.
6

7 **ARTICLE 4**
8 **NATURAL PERSONS**
9

10 4.1 Units Shall Be Occupied by Natural Persons Only. Other than by the Housing
11 Authority, the use and occupancy of a Unit shall be limited exclusively to housing for natural
12 persons who meet the definition of Qualified Owner or Authorized Lessee.
13

14 **ARTICLE 5**
15 **OWNERSHIP RESTRICTIONS**
16

17 5.1 Ownership and Occupancy Obligation.
18

19 A. Ownership of a Unit is hereby limited exclusively to a Qualified Owner, which
20 shall include the parties described and approved as set forth in Section 5.1B. In the event that a
21 Unit is occupied without compliance with this Restriction, the Housing Authority shall have the
22 remedies set forth herein, including, but not limited to, the rights under Section 8.5.

23 B. Upon the written consent of the Housing Authority, which consent may be
24 recorded, a non-qualifying natural person or entity that owns and/or operates a business located
25 in and serving the County may purchase a Unit; provided, however, that by taking title to a Unit,
26 such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that
27 any Owner who does not meet the definitions of both a Resident and an Eligible Household shall
28 rent the Unit to a natural person(s) that does meet the definitions of both a Resident and Eligible
29 Household, and shall not occupy or use such Unit for such Owner’s own use or leave such Unit
30 vacant except as otherwise provided herein. Any occupancy of a Unit pursuant to this Section
31 5.1B shall not exceed two persons per bedroom, unless the Housing Authority approves
32 otherwise.

33 5.2 Sale, Resale, and Lease. In the event that a Unit is Transferred or leased without
34 compliance with this Restriction, the Housing Authority shall have the remedies set forth herein,
35 including but not limited to, the rights set forth in Section 8.5. Except as otherwise provided
36 herein, each and every Transfer or lease of a Unit, for any and all purposes, shall be deemed to
37 include and incorporate the terms and conditions of this Restriction.
38

39 5.3 Compliance. Along with the recorded instrument of conveyance evidencing a
40 Transfer of a Unit, any such Transfer of a Unit shall include a completed copy of the “Notice of
41 Lien and Memorandum of Acceptance of Residential Housing Restriction and Notice of Lien for
42 the Blue 52 Townhomes, Town of Breckenridge, Summit County, Colorado” attached hereto as
43 **Exhibit B**, which copy is executed by the transferee and acknowledged by the transferee before a
44 notary public. The instrument of conveyance evidencing such Transfer, or some other instrument

1 referencing the same, shall bear the following language followed by the acknowledged signature
2 of an authorized officer or representative of the Housing Authority, or its designee, to wit:

3
4 “The conveyance evidenced by or referenced in this instrument has been
5 approved by the Town of Breckenridge Housing Authority as being in compliance
6 with the Residential Housing Restriction and Notice of Lien for the Blue 52
7 Townhomes, Town of Breckenridge, Summit County, Colorado, recorded in the
8 records of Summit County, Colorado, on the ____ day of _____,
9 2017, at Reception No. _____.”

10
11 Each sales contract, or lease as the case may be, for a Unit shall also: (a) recite that the proposed
12 purchaser or lessee, as applicable, has read, understands, and agrees to be bound by the terms of
13 this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information
14 as may be required by the Housing Authority under the Guidelines for the purpose of ensuring
15 compliance with this Restriction.

16 5.4 Appreciating Limiting Promissory Note and Deed of Trust. At the time of each
17 sale of a Unit, beginning with the first such sale by the Housing Authority to a Unit Owner, the
18 purchaser(s) of each Unit shall execute an Appreciating Limiting Promissory Note in the form
19 provided for in the Guidelines, together with a form of Appreciating Limiting Deed of Trust to a
20 public trustee in the form provided for in the Guidelines encumbering the Unit to secure strict
21 compliance with the terms of the Note. The Appreciating Limiting Deed of trust shall contain a
22 strict due on sale provision, and shall be in form and substance acceptable to the attorney for the
23 Housing Authority. At the time of each subsequent closing of the transfer of title to a Unit, a new
24 Appreciation Limiting Promissory Note shall be executed by the purchaser(s) and delivered to
25 the Housing Authority, and a new Appreciation Limiting Deed of Trust shall be executed by the
26 purchaser(s) and recorded in the Summit County, Colorado real estate records. At the time of
27 closing of each transfer of title to a Unit subsequent to the first transfer by Developer, the
28 Housing Authority shall determine whether the transfer complies with the requirements of this
29 Restriction. If the transfer complies with the requirements of this Restriction, the Housing
30 Authority shall mark the selling Unit Owner’s Appreciation Limiting Promissory Note as paid
31 and execute a request for release of the Appreciation Limiting Deed of Trust upon verification to
32 the Housing Authority, by the title company or other independent agent responsible for closing
33 on the transfer of title to a Unit, that the amount paid for the purchase of the Unit does not
34 exceed the Maximum Resale Price or that, if the price exceeds the Maximum Resale Price, the
35 amount of such excess will be paid to the Housing Authority. If title to a Unit is transferred
36 without obtaining the release of a Appreciation Limiting Deed of Trust securing an appreciation
37 Limiting Promissory Note in favor of the Housing Authority, the Housing Authority, among
38 other rights available to it, shall have the right to foreclose said Appreciation Limiting Deed of
39 Trust.

40
41 5.5 Initial Finance and Refinance Restriction.

42
43 A. At the time of the purchase of a Unit the original principal amount of any
44 indebtedness secured by a First Mortgage shall not exceed an amount equal to one hundred
45 percent (100%) of the Purchase Price paid for the Unit by that Owner, subject to the Housing
46 Authority’s Mortgage Guidelines.

1 B. An Owner may refinance a First Mortgage that encumbers the Owner's Unit with
2 the consent of the Housing Authority; provided, however, that the original principal amount of
3 any refinanced indebtedness secured by a First Mortgage shall not exceed an amount equal to
4 ninety seven percent (97%) of the then current Maximum Resale Price of the Unit.

5 5.6 Records and Inspection. An Owner's records with respect to the Owner's use and
6 occupancy of a Unit shall be subject to examination, inspection, and copying by the Housing
7 Authority, or its authorized agent, upon reasonable advance notice. The Housing Authority, or its
8 authorized agent, shall also have the right to enter into or upon a Unit for the purpose of
9 determining compliance with the provisions of this Restriction; provided, however, that the
10 Housing Authority, or its agent, shall first attempt to secure the permission of any occupants of
11 the Unit prior to making entry. An Owner shall submit any information, documents, or
12 certificates requested from time to time by the Housing Authority with respect to the occupancy
13 and use of the Owner's Unit that the Housing Authority reasonably deems necessary to
14 substantiate the Owner's continuing compliance with the provisions of this Restriction. Such
15 information shall be submitted to the Housing Authority within such reasonable time period as
16 the Housing Authority may establish. All lessees of a Unit shall be bound by the terms of this
17 Section 5.6, and shall cooperate with all requirements herein.
18

19 5.7 Relief In Extraordinary Circumstances. The Director may grant a variance,
20 exception, or waiver from the requirements of this ARTICLE 5 based upon the written request of
21 the Owner, a prospective Owner of a Unit, or a prospective Authorized Lessee of a Unit. Such
22 variance, exception, or waiver may be granted by the Director only upon a finding that: (i) the
23 circumstances justifying the granting of the variance, exception, or wavier are unique; (ii) a strict
24 application of this ARTICLE 5 would result in an extraordinary hardship; and (iii) the variance,
25 exception, or waiver is consistent with the intent and purpose of this Restriction. No variance,
26 exception, or wavier shall be granted by the Director if its effect would be to nullify the intent
27 and purpose of this Restriction. In granting a variance, exception, or wavier of the provisions of
28 this ARTICLE 5 the Director may impose specific conditions of approval, and shall fix the
29 duration of the term of such variance, exception or waiver. Any Owner or prospective Owner of
30 a Unit who is dissatisfied with the decision of the Director with respect to a request for a
31 variance, exception or waiver from the requirements of this ARTICLE 5 may appeal the
32 Director's decision to the Housing Authority by submitting a written letter of appeal to the Town
33 Clerk within ten (10) days of the date of the Director's decision. The Housing Authority shall
34 make a final determination of such appeal within forty five (45) days after the Town Clerk's
35 receipt of the letter of appeal.
36

37 **ARTICLE 6**
38 **ORIGINAL SALE OF A UNIT**
39

40 6.1 Initial Purchase Price. Upon completion of construction of each Unit, the Unit
41 shall be sold to a Qualified Owner at an affordable Purchase Price as determined by the Housing
42 Authority.
43

44 **ARTICLE 7**
45 **USE RESTRICTIONS**
46

1 Unit shall not, however, be Transferred to: (i) any person, entity, or entities other than a
2 Qualified Owner, and (ii) for consideration to be paid by such Qualified Owner that exceeds the
3 Maximum Resale Price as such is determined pursuant to the provisions of this Article 8.

4
5 8.3 Maximum Resale Price.
6

7 A. The Maximum Resale Price of a Unit may not exceed the sum of: (i) the Purchase
8 Price paid by the Owner for the Unit, plus: (ii) an increase of two percent (2%) of such Purchase
9 Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually)
10 from the date of the Owner's purchase of the Unit to the date of the Owner's sale of the Unit;
11 (iii) capital improvements made to the Unit by the Owner (if and only if such improvements are
12 allowed by the Housing Authority pursuant to its Guidelines adopted pursuant to Section 11.1 of
13 this Restriction); and (iv) a maximum of one percent (1.00%) of the sum of items (i), (ii), and
14 (iii) of this Section A to provide the selling Owner with assistance in paying any sales
15 commissions to a licensed real estate broker, attorneys' fees, and closing costs incurred by the
16 Owner in connection with the sale of the Unit. Provided, however, that until such time as an
17 Owner has owned the Unit for three (3) full years, the maximum amount that shall be allowed to
18 provide the Owner with assistance in paying any sales commissions to a licensed real estate
19 broker, attorneys' fees, and closing costs incurred by the Owner in connection with the sale of
20 the Unit shall be a maximum of one-half percent (1/2 %) of the sum of items (i), (ii), and (iii) of
21 this Section A.

22 B. Pursuant to the Guidelines, each Owner shall be responsible for ensuring that at
23 the Transfer of his or her Unit, the same is clean, the appliances are in working order, and that
24 there are no health or safety violations regarding such Unit. Prior to the sale of the Unit the
25 Housing Authority is authorized to take necessary actions and incur necessary expenses for
26 bringing the relevant Unit into saleable condition. Such actions and expenses include, but are not
27 limited to, cleaning the Unit and making necessary repairs to or replacements of appliances
28 and/or Unit fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting
29 fixtures, and/or correcting any health or safety violations on such Unit. Expenses incurred by the
30 Housing Authority to bring a Unit into a saleable condition shall be itemized and documented by
31 the Housing Authority and deducted from Owner's proceeds at closing of the Transfer of such
32 Unit.

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

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

38 8.4 Non-Qualified Transferees. In the event that title to a Unit vests in a Non-
39 Qualified Transferee by descent, by foreclosure and/or redemption by any lien or mortgage
40 holder (except any holder of a HUD-insured First Mortgage), or by operation of law or any other
41 event, the Housing Authority may elect to notify the Non-Qualified Transferee that it must sell
42 the Unit in accordance with Section 8.5. The Non-Qualified Transferee(s) shall not: (i) occupy a
43 Unit; (ii) rent all or any part of a Unit, except in strict compliance with this Restriction; (iii)

1 engage in any business activity on or in a Unit; (iv) sell or otherwise Transfer a Unit except in
2 accordance with this Restriction; or (v) sell or otherwise Transfer a Unit for use in trade or
3 business.

4
5 8.5 Sales to Preserve Unit as Affordable Housing.
6

7 A. In the event a Unit is occupied, used, transferred, leased, or rented in violation of
8 this Restriction, or whenever the provisions of this Section 8.5 are expressly made applicable by
9 any section or provision of this Restriction, the Housing Authority may, in its sole and absolute
10 discretion, notify an Owner that the Owner must immediately list the Unit for sale. The highest
11 offer by a Qualified Owner for not less than ninety-five percent (95%) and not more than one
12 hundred (100%) of the Maximum Sale Price shall be accepted by the Owner; provided, however,
13 if the Unit is listed or offered for sale by the Owner for a period of at least ninety (90) days and
14 all offers are below ninety-five percent (95%) of the Maximum Sale Price, the Unit shall be sold
15 to a Qualified Owner that has made the highest offer for at least the appraised market value of
16 the Unit, as determined by the Housing Authority in its reasonable good faith judgment, after
17 such ninety (90) day period.

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

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

38 D. In all situations in which the provisions of this Section 8.5 apply, the Housing
39 Authority may alternatively require the Owner to lease or rent a Unit to an Authorized Lessee in
40 accordance with the requirements of this Restriction.

41 **ARTICLE 9**
42 **FORECLOSURE**
43

1 9.1 Release. Notwithstanding anything herein to the contrary, this Restriction shall
2 be deemed released as to a Unit in the event of: (i) the issuance of a public trustee’s confirmation
3 deed, sheriff’s confirmation deed, or similar conveyance of the Unit in connection with a
4 foreclosure by the holder of a HUD-insured First Mortgage; or (ii) the acceptance of a deed in
5 lieu of foreclosure by the holder of a HUD-insured First Mortgage. This Restriction shall also
6 automatically terminate and be released as to a Unit upon the assignment to HUD of an HUD-
7 insured mortgage encumbering a Unit. The Housing Authority, in its sole and absolute
8 discretion, may elect to release a Unit from this Restriction in the event of: (1) the issuance of a
9 public trustee’s confirmation deed, sheriff’s confirmation deed, or similar conveyance of the Unit
10 in connection with a foreclosure of the Housing Authority’s Lien, as defined in Section 9.2, or
11 (2) the acceptance of a deed in lieu of foreclosure by the Housing Authority in connection with
12 the Housing Authority’s Lien. If the Housing Authority chooses to terminate this Restriction
13 with respect to a particular Unit, the Housing Authority shall record a document referencing such
14 termination in the real property records of the County. Any and all claims of the Housing
15 Authority available hereunder against the Owner personally shall survive any release or
16 termination of this Restriction.

17
18 9.2 Lien.

19
20 A. The Housing Authority lien is hereby granted to secure payment of any amounts
21 due and owing the Housing Authority pursuant to this Restriction including, but not limited to,
22 all sales proceeds over and above the Maximum Sales Price. The Housing Authority’s Lien on
23 the respective Unit shall be superior to all other liens and encumbrances, except the following:

- 24 (1) liens and encumbrances recorded prior to the recording of this Restriction;
25 (2) real property ad valorem taxes and special assessment liens duly imposed by
26 Colorado governmental or political subdivision or special taxing districts;
27 (3) liens given superior priority by operation of law; and
28 (4) the lien of any First Mortgage against such Unit.

29
30 B. Recording of this Restriction constitutes record notice and perfection of the
31 Housing Authority’s Lien. No further recordation of any claim of lien is required. However, the
32 Housing Authority may elect to prepare and record in the office of the County Clerk and
33 Recorder of the County, a written notice of lien. By virtue of the Housing Authority’s Lien, the
34 Housing Authority shall have all of the rights that a mortgage holder may have against a Unit,
35 including, but not limited to, the right to judicially foreclose upon a Unit. The Housing Authority
36 shall be entitled to file such notices and other information necessary to preserve its rights, as a
37 lienor, and to cure and redeem in foreclosure of a Unit, as provided by Section 38-38-101, et
38 seq., C.R.S. In addition, unless otherwise instructed by the Housing Authority in writing, the
39 Owner shall sign, acknowledge, and cooperate in the Housing Authority’s recording in the
40 County Clerk and Recorder’s Office immediately subsequent to the recording of the First
41 Mortgage, a notice of the Housing Authority’s Lien, substantially in the form attached hereto as
42 **Exhibit B**, in order to assure that the Housing Authority receives notice in the event of the
43 foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority
44 date of the Housing Authority’s Lien as established herein.

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

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

12 9.3 The Housing Authority's Option to Redeem.
13

14 A. Notice of Default to the Housing Authority. Within ten (10) days after Owner's
15 receipt of any notice of default from a Mortgagee or the homeowner's association governing the
16 Owner's Unit, the Owner shall give written notice of such default to the Housing Authority.

17 B. Foreclosure/The Housing Authority's Option to Redeem. In the event of a
18 foreclosure of a First Mortgage or the assessment lien of the homeowner's association governing
19 the Units, the Housing Authority shall be entitled to receive notice of the foreclosure proceedings
20 as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of a
21 Unit that are junior to the First Mortgage (as provided in Section 38-38-101, et seq., C.R.S., or
22 any succeeding statute). The Housing Authority shall have a right of redemption, and such other
23 rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law
24 governing foreclosure. The Housing Authority's lien is created pursuant to Section 9.2.

25 C. Upon Exercising Option. In the event that the Housing Authority obtains title to a
26 Unit pursuant to this ARTICLE 9, the Housing Authority or its designee may sell such Unit to a
27 Qualified Owner, or rent such Unit to an Authorized Lessee until such time that such Unit can be
28 sold to a Qualified Owner. In the Housing Authority's sole and absolute discretion, the Housing
29 Authority's subsequent sale of such Unit in these circumstances shall not be subject to the
30 Maximum Sale Price restrictions set forth in ARTICLE 8.

31 9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions,
32 restrictions, uses, limitations, obligations, or options created by this Restriction shall be unlawful
33 or void for violation of: (i) the rule against perpetuities or some analogous statutory provision;
34 (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules
35 imposing like or similar time limits, then such provision shall continue only for the shorter of:
36 (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and
37 seated members of the Town Council of the Town of Breckenridge, Colorado, their now living
38 descendants, if any, and the survivor of them, plus twenty-one (21) years.
39

40 **ARTICLE 10**
41 **ENFORCEMENT**
42

1 10.1 Enforcement of This Restriction. Each Owner hereby grants and assigns to the
2 Housing Authority the right to review and enforce compliance with this Restriction. Compliance
3 may be enforced by the Housing Authority by any lawful means, including without limitation,
4 seeking any equitable relief (including, without limitation, specific performance and other
5 equitable relief as set forth in Section 10.2, below), as well as a suit for damages; provided,
6 however, in the event a Unit is financed by a HUD-insured First Mortgage and is sold in
7 violation of Section 8.3, such enforcement shall not include:

- 8
- 9 1. acceleration of a mortgage;
- 10
- 11 2. voiding a conveyance by an Owner;
- 12
- 13 3. terminating an Owner's interest in a Unit; or
- 14
- 15 4. subjecting an Owner to contractual liability.
- 16

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

37

38 10.2 Injunctive and other Equitable Relief. Each Owner agrees that in the event of his
39 or her default under or non-compliance with the terms of this Restriction, the Housing Authority
40 shall have the right to seek such equitable relief as it may deem necessary or proper, including,
41 without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a
42 judgment from any court of competent jurisdiction granting a temporary restraining order,
43 preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of a
44 Unit made in violation of this Restriction. Any equitable relief provided for in this Section 10.2
45 may be sought singly or in combination with such legal remedies as the Housing Authority may

1 be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or
2 otherwise.

3
4 **ARTICLE 11**
5 **PERIODIC REVIEW AND AMENDMENT BY HOUSING AUTHORITY**
6

7 11.1 Housing Authority’s Right to Period Review and Amend Certain Provisions of
8 this Restriction. In recognition of the changing nature of the housing market in the County, and
9 the Housing Authority’s desire to keep this Restriction current for the benefit of all interested
10 parties, the following provisions of this Restriction are subject to periodic review by the Housing
11 Authority, and may be amended from time to time in the Guidelines in the manner provided in
12 this Section 11.1 without invalidating or affecting the enforceability of this Restriction:
13

- 14 A. ARTICLE 5;
15 B. ARTICLE 7; and
16 C. ARTICLE 8.

17 Amendments made to this Restriction by the Housing Authority pursuant to this Section 11.1
18 shall be effective upon the effective date of the amendment to the Guidelines. No amendment
19 made by the Housing Authority pursuant to this Section 11.1 shall become effective unless it has
20 been reviewed by the Housing Authority at a regular or special meeting notice of which meeting
21 has been given to the public as required by Section 24-6-402, C.R.S., which is part of the
22 Colorado Open Meeting Act, or any successor statute.
23

24 **ARTICLE 12**
25 **GENERAL PROVISIONS**
26

27 12.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act and the Housing
28 Authority’s public policy, the Housing Authority shall not discriminate on the basis of race,
29 creed, color, sex, national origin, familial status, disability or sexual orientation in the lease, sale,
30 use or occupancy of a Unit.
31

32 12.2 Waiver of Exemptions. Every Owner, by taking title to a Unit, shall be deemed to
33 have subordinated to this Restriction any and all right of homestead and any other exemption in,
34 or with respect to, such Property under state or federal law presently existing or hereafter
35 enacted.
36

37 12.3 Severability. Invalidation of any one of the covenants or restrictions contained
38 herein by judgment or Court order shall in no way affect any other provisions, it being the intent
39 of the Housing Authority that such invalidated provision be severable.
40

41 12.4 Term. Subject to Section 9.4, and the other termination or release provisions
42 contained herein, the restrictions contained herein shall run with the land and bind the land in
43 perpetuity.
44

1 12.5 Amendment. This Restriction may be amended as follows:

2
3 A. In the Guidelines as provided in Section 11.1;

4 B. By an instrument recorded in the records of the County executed by the Housing
5 Authority and the then-Owner of a Unit; and

6 C. Unilaterally by the Housing Authority without the approval or consent of any
7 Owner, Mortgagee, or any other person or entity for the purpose of either: (a) making non-
8 material changes (such as for correction of technical, typographical, or clerical errors), or for
9 clarification of a statement; or (b) without regard to (a), if such amendment lessens the
10 ownership, use, or resale and lease restrictions placed upon the Owners as provided herein. The
11 Housing Authority may unilaterally execute and record such amendments at any time.

12 If any one or more amendment made by the Housing Authority pursuant to this Section 12.5
13 shall be finally declared by a court of competent jurisdiction to be invalid, illegal, or
14 unenforceable in any respect, then: (a) such provision shall be stricken from this Restriction; (b)
15 this Restriction shall continue in full force and effect as if the stricken portion of this Restriction
16 had not been executed; and (c) the validity, legality, and enforceability of the remaining
17 provisions of this Restriction shall not in any way be affected or impaired thereby.

18 12.6 Housing Authority Right to Delegate. In its sole and absolute discretion the
19 Housing Authority may delegate any of its rights and authority under this Restriction to another
20 person. The Housing Authority may delegate some but not all of its rights and authority to a
21 delegatee. Upon such delegation, the references in this Restriction to the Housing Authority shall
22 also apply to the Housing Authority's delegatee. The Housing Authority shall also have the right
23 to terminate any such delegation of authority in its sole and absolute discretion.
24

25 12.7 No Third Party Beneficiaries. This Restriction is made and entered into for the
26 sole protection and benefit of the Housing Authority and the Owner. Except as otherwise
27 specifically provided for herein, no other person, persons, entity, or entities, including without
28 limitation, prospective buyers or Authorized Lessees of a Unit, shall have any right of action
29 with respect to this Restriction, or right to claim any right or benefit pursuant to this Restriction,
30 nor shall any such persons or entities be deemed a third party beneficiary of this Restriction.
31

32 12.8 Non-Liability. The Housing Authority and its members, officers, employees, and
33 agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or
34 the performance of their obligations under this Restriction. The parties understand and agree that
35 they are relying on, and do not waive or intend to waive by any provision of this Restriction, the
36 monetary limitations or any other rights, immunities or protections afforded by the
37 Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as they may be amended, or
38 any other limitation, right, immunity, or protection otherwise available to the parties.
39

40 12.9 Exhibits. All exhibits attached to this Restriction are incorporated herein and by
41 this reference made part of this Restriction.
42

EXHIBIT A

Property

[Legal Description To Be Inserted]

EXHIBIT B

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF
RESIDENTIAL HOUSING RESTRICTION AND NOTICE OF LIEN
FOR THE BLUE 52 TOWNHOMES
TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO**

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

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions, and restrictions found in that certain instrument entitled “Residential Housing Restriction and Notice of Lien for the Blue 52 Townhomes, Summit County, Colorado,” recorded on _____, 2017, under Reception No. _____, in the real property records of the County of Summit, Colorado (the “Restriction”).

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

1. Acknowledges that Buyer has carefully read the entire Restriction; has had the opportunity to consult with legal and financial counsel concerning the Restriction prior to signing it; and fully understands the terms, conditions, provisions, and restrictions contained in the Restriction.
2. Agrees to be bound by and to comply with the terms, conditions, and requirements of the Restriction.
3. Acknowledges that the Restriction creates a lien on the Unit in favor of the Town of Breckenridge Housing Authority which may be foreclosed upon the occurrence of certain events as more particularly described in the Restriction.
4. States that the Notice to Buyer should be sent to:

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

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

BUYER(S):

By: _____
Printed Name:

Printed Name:

STATE OF)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

Notary Public

My commission expires: _____

TOWN OF BRECKENRIDGE HOUSING
AUTHORITY

By: _____
Eric S. Mamula, Chair

ATTEST:

Secretary

EXHIBIT C

List of 110% AMI Units

TO BE INSERTED BY AMENDMENT TO THIS RESTRICTION AFTER ALL UNITS IN
THE PROJECT HAVE BEEN SOLD

EXHIBIT D

List of 120% AMI Units

TO BE INSERTED BY AMENDMENT TO THIS RESTRICTION AFTER ALL UNITS IN
THE PROJECT HAVE BEEN SOLD

EXHIBIT E

List of 130% AMI Units

TO BE INSERTED BY AMENDMENT TO THIS RESTRICTION AFTER ALL UNITS IN
THE PROJECT HAVE BEEN SOLD

EXHIBIT F

List of Units Without An Income Cap

TO BE INSERTED BY AMENDMENT TO THIS RESTRICTION AFTER ALL UNITS IN
THE PROJECT HAVE BEEN SOLD

MEMORANDUM

TO: Town Council

FROM: Mark Truckey, Assistant Director of Community Development

DATE: August 15, 2017 for August 22 Meeting

SUBJECT: Resolution Setting Goals for Achieving 100 Percent Renewable Energy

Staff presented the proposed budget for the 100 % Renewable Energy project to the Council at its August 8 meeting. The Council was generally supportive of the Task Force's budget recommendations and indicated support to see the budget placed in the Town's CIP. The Council had further discussions regarding 100 % renewable energy goal-setting and indicated their desire to make a strong commitment towards a 2025 target for Town facilities, while making the 2035 community-wide target more goal-oriented.

Proposed Resolution

Attached is the resolution affirming the Town's goals regarding 100 % renewable energy. As discussed, the goals have been separated out into two sections, each containing a different tone:

Section 1. The Town of Breckenridge resolves to derive 100 percent of the electric energy needed to power municipal operations and facilities through renewable energy resources by the year 2025.

Section 2. The Town of Breckenridge establishes a goal to achieve 100 percent renewable electricity community-wide by the year 2035, and is committed to working in partnership with Xcel Energy towards this goal.

As requested, the 2035 target emphasizes the "goal" aspect, and also recognizes the need to partner with Xcel in order to achieve the goal.

Two groups—the Sierra Club and the Climate Reality project—have been strong advocates for the Council to take action to set 100 % renewable targets. Staff has shared the attached resolution with these groups and the Sierra Club did provide some recommendations on adding several statements regarding: access and affordability for low income groups, a definition of renewable energy, and a statement regarding public participation. Staff has worked with the Sierra Club to develop draft language regarding these three issues and they are included as the last three "whereas" statements in the resolution.

Council Action

The Council is requested to review the attached resolution, provide any feedback on it to staff, and consider adoption of the resolution at Tuesday's night meeting.

FOR WORKSESSION/ADOPTION – AUGUST 22

RESOLUTION NO. __

SERIES 2017

A RESOLUTION AFFIRMING THE TOWN OF BRECKENRIDGE'S COMMITMENT TO POWERING MUNICIPAL OPERATIONS WITH 100 PERCENT RENEWABLE ENERGY BY THE YEAR 2025 AND SETTING A GOAL TO REACH 100 PERCENT RENEWABLE ENERGY SOURCES COMMUNITY-WIDE BY 2035

WHEREAS, the Town of Breckenridge wishes to promote the public health and safety of its residents and visitors, including access to clean air, clean water, and a livable environment; and

WHEREAS, there is scientific consensus regarding the reality of climate change and the recognition that human activity, especially the combustion of fossil fuels that create greenhouse gases, is an important driver of climate change; and

WHEREAS, climate change is locally expected to shorten our ski season, make our forests more prone to drought and wildfire, reduce snowpacks and water supplies, and present a variety of other threats on a global scale that could harm our economy, safety, public health, and quality of life; and

WHEREAS, the Town of Breckenridge remains committed to its adopted goals to reduce energy consumption and increase renewable energy sources as outlined in the SustainableBreck Plan; and

WHEREAS, the transition to a low-carbon community reliant on the efficient use of renewable energy resources will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

WHEREAS, the Town of Breckenridge is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations; and

WHEREAS, the Town of Breckenridge's current stable economy is based on it being a highly-visited destination and we have an opportunity to broadly influence dialogue on climate change; and

WHEREAS, the Town of Breckenridge has already taken a variety of important actions to reduce greenhouse gas emissions and transition to renewable energy sources in our community, including installing some 1,500 kw of solar gardens and solar arrays on Town property,

undertaking numerous energy efficiency upgrades in municipal facilities, and implementing several programs designed to increase energy efficiency in Town residences and businesses; and

WHEREAS, the Town of Breckenridge desires to work in partnership with its utility provider Xcel Energy to move towards 100 percent renewable energy sources in the future;

WHEREAS, the Town of Breckenridge will continue to seek out opportunities to provide access to renewable energy to lower income households (e.g., solar mounted panels on housing projects) and pursue renewable strategies that will not adversely impact energy costs to lower income households; and

WHEREAS, “renewable energy” includes energy derived from wind, solar, geothermal, and other non-polluting sources that is not derived from fossil or nuclear fuel and does not adversely impact communities or the environment; and

WHEREAS, the public will continue to be provided opportunities and encouraged to participate in the process for planning and implementation of renewable energy initiatives.

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

Section 1. The Town of Breckenridge resolves to derive 100 percent of the electric energy needed to power municipal operations and facilities through renewable energy resources by the year 2025.

Section 2. The Town of Breckenridge establishes a goal to achieve 100 percent renewable electricity community-wide by the year 2035, and is committed to working in partnership with Xcel Energy towards this goal.

Section 3. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2017.

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney Date

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: August 16, 2017

Re: Planning Commission Decisions of the August 15, 2017, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF August 15, 2017:

CLASS C APPLICATIONS:

1) Vern Johnson Memorial Park, PL-2017-0336; 50 Rodeo Drive

A proposal to construct Vern Johnson Memorial Park, including landscaping, fencing, picnic cover, grill, and train bed platforms. *Approved.*

CLASS B APPLICATIONS:

1) Gold Pan Bar and Restaurant Building Landmarking, PL-2017-0229; 103 N. Main Street

A proposal to designate the Gold Pan Bar and Restaurant Building as a historic landmark. *Approved.*

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



printed 4/11/2017

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:35 pm by Chair Schroder.

ROLL CALL

Christie Mathews-Leidal	Jim Lamb	Ron Schuman
Mike Giller - Absent	Steve Gerard	
Dan Schroder	Gretchen Dudney	

APPROVAL OF MINUTES

With no changes, the August 1, 2017, Planning Commission Minutes were approved.

APPROVAL OF AGENDA

With no changes, the August 15, 2017, Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Comments

CONSENT CALENDAR:

1) Vern Johnson Memorial Park, (CL) PL-2017-0336; 50 Rodeo Drive

Mr. LaChance provided a revised site plan submitted by the applicant, and informed the Commission that the site plan now showed the train bed platforms now conforming to the required setbacks, and thus negating the need for Condition of Approval #11 in the packet.

Commissioner Questions / Comments:

Mr. Schroder: Does this need to be completed by the last CO issued in Lincoln Park? (Ms. Kenady: It needs to be finished by the completion of the last CO in phase two.) (Mr. LaChance: The Master Plan for Lincoln Park reads “prior to completion of Phase 2” and we have been using the issuance of the last C.O. as the completion.)

Ms. Lediel made a motion to call up the application for the purpose of removing condition #11, seconded by Mr. Schuman. The motion passed unanimously.

Mr. LaChance presented a proposal to construct Vern Johnson Memorial Park, including landscaping, fencing, picnic cover, grill, and train bed platforms. There is not any change in density proposed with this application. Courtney Kenady, representative of Poplar Lincoln Park, LLC, was present for the presentation.

All commissioners supported staff recommendation, the revised site plan, and the removal of Condition of Approval #11 (and the re-numbering of the Conditions of Approval thereafter).

Mr. Schuman made a motion to approve, seconded by Ms. Leidal.

The Consent Calendar was approved with the above call up.

TOWN COUNCIL REPORT:

- Mr. Truckey updated the commission on the last Council meeting. Town recently purchased the horse and carriage business. The Council adopted an emergency ordinance on Tuesday that modified the Town’s street use permit process so that horse and carriage operations would no longer be allowed. The Council also removed pedicabs and bike buses from the street use permit. There had

been numerous concerns about these operations holding up traffic, horse manure, etc.

- The Council reviewed a proposed budget for moving the Town to 100 % renewable energy sources. Numerous strategies will be pursued including participation in new solar gardens and purchasing renewable power through the new Solar Connect program through Excel. Another big piece will be increased energy efficiency projects for town facilities. (Ms. Dudney: Will the town residents be expected to pay the higher price on renewable energy?) Renewables are continuing to come down in price as more large-scale projects are brought online and we hope there won't be an increase for the town. (Mr. Schroder: On a side note, have you had any calls about the appearance of the cell tower at the Kingdom Park ballfield?) I have heard no complaints about it.
- Breckenridge Heritage Alliance presented their capital budget for 2018. Projects included restoration of Eberline House, stabilization at Sallie Barber Mine, archiving projects, restoration of the Reiling Dredge, and others. Asking for a total budget of close to \$350,000.00. Council will be considering that at the Council budget retreat in September.
- Laurie Best reviewed the deed restrictions for Blue 52 (DP1). The Council discussed realtor fees and capped the amount of real estate commission allowed to be recaptured by sellers at one percent (one-half percent for first three years of ownership). AMI targets have been specified and appreciation cap will be two percent annually.
- Drone regulations are being considered.
- Parking structure review (from previous Town Council meeting). Ruled out the East Sawmill/Wellington Lot structure. Did not authorize moving forward with Ice Arena at this time. Did authorize moving forward with further evaluation of the F-Lot/Tiger Dredge location. There are CDOT capacity constraints on Park Avenue that may be a challenge for a large structure. Traffic study and preliminary architectural concepts are next.

FINAL HEARINGS:

1) Gold Pan Bar and Restaurant Building Landmarking, (CL) PL-2017-0229

Mr. LaChance presented a proposal to designate the Gold Pan Bar and Restaurant Building as a Landmark, and suggested the Planning Commission recommend that the Town Council pass an ordinance designating the Building as a Landmark, noting in the ordinance that covered walkway did not meet the Town's "period of significance."

Commissioner Questions / Comments:

No Commissioner questions.

No public comment.

Final Commissioner Comments:

Mr. Gerard: Worthy of land marking. Front walkway could be removed if needed. I support land marking and the change.

Ms. Leidal: I support staff recommendations and appreciate the extra verbiage.

Mr. Lamb: I like the covered walkway and I would like to see it stay. It is hard to believe it hasn't been landmarked in the past. I support staff recommendations.

Ms. Dudney: I support staff recommendations.

Mr. Schuman: I too support staff recommendations.

Mr. Schroder: I support staff and would like to see the covered walkway stay.

Mr. Schuman motioned that the Commission recommend the Town Council pass an ordinance designating the Building as a Landmark, noting in the ordinance that covered walkway did not meet the Town's "period of

significance.” The motion was seconded by Mr. Lamb. The motion passed 6-0.

OTHER MATTERS:

- Retreat dates.

ADJOURNMENT:

The meeting was adjourned at 6:30 pm.

Dan Schroder, Chair



Scheduled Meetings

Shading indicates Council required 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.

August 2017

Tuesday, August 22, 2017	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month
Friday, August 25, 2017	5:30pm - 7:00pm	CMC	50th Anniversary Celebration

September 2017

Saturday, Sept. 2, 2017	10:30am	Along the Blue River	Rubber Duck Race
Friday, Sept. 8, 2017	8:00am - 9:00am	Golf Course	Coffee Talk
Sept. 8 - 10, 2017	All Day	Main Street	Oktoberfest
Tuesday, Sept. 12, 2017	12:00pm / 7:00 pm	Town Hall Chambers	BUDGET RETREAT/First Meeting
Tuesday, Sept. 26, 2017	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

Other Meetings

August 22nd, 2017	Board of County Commissioners Meeting	1:30pm
August 23rd, 2017	Summit Combined Housing Authority	9:00am
August 24th, 2017	Breckenridge Tourism Office Board Meeting	8:30am
	Northwest Council of Governments	10:00am
	RW&B Board Meeting	3:00pm
August 25th, 2017	CAST	7:45am
August 28th, 2017	Open Space & Trails Meeting	5:30pm
September 6th, 2017	Breckenridge Events Committee	9:00am
	Childcare Advisory Committee	3:00pm
September 12th, 2017	Board of County Commissioners Meeting	1:30pm
	Workforce Housing Committee	1:30pm
September 14th, 2017	Upper Blue Sanitation District	5:30pm
September 18th, 2017	Breckenridge Creative Arts	4:15pm
September 19th, 2017	Liquor & Marijuana Licensing Authority	9:00am
	Board of County Commissioners Meeting	1:30pm
	Planning Commission Meeting	5:30pm
October 4th, 2017	Police Advisory Committee	7:30am
October 11th, 2017	Breckenridge Heritage Alliance	Noon
October 12th, 2017	I-70 Coalition	1:00pm
Late Oct./Early Nov.	QQ - Quality and Quantity - Water District	10:00am
TBD	Breck Forward Task Force Meeting	8:00am