



Town Council Regular Meeting
Tuesday, November 14, 2017, 7:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

- A. TOWN COUNCIL MINUTES - OCTOBER 24, 2017

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

- A. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)
B. BRECKENRIDGE TOURISM OFFICE UPDATE

V. CONTINUED BUSINESS

- A. SECOND READING OF COUNCIL BILLS, SERIES 2017
1. *COUNCIL BILL NO. 26, SERIES 2017 - AN ORDINANCE EXCLUDING CERTAIN REAL PROPERTY FROM THE BRECKENRIDGE DESIGN STANDARDS*
 2. *COUNCIL BILL NO. 28, SERIES 2017 - AN ORDINANCE AMENDING SECTION 2-5-3 OF THE BRECKENRIDGE TOWN CODE BY AUTHORIZING THE APPOINTMENT OF AN ALTERNATE MEMBER TO THE TOWN OF BRECKENRIDGE LIQUOR AND MARIJUANA LICENSING AUTHORITY*
 3. *COUNCIL BILL NO. 29, SERIES 2017 - AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER. A COLORADO NONPROFIT CORPORATION (Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center"; 103 South Harris Street)*

VI. NEW BUSINESS

- A. FIRST READING OF COUNCIL BILLS, SERIES 2017
1. *COUNCIL BILL NO. 30, SERIES 2017 - AN ORDINANCE ADOPTING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING UNMANNED AIRCRAFT SYSTEMS*
 2. *COUNCIL BILL NO. 31, SERIES 2017 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2018*
 3. *COUNCIL BILL NO. 32, SERIES 2017 - AN ORDINANCE AMENDING CHAPTER 8 OF TITLE 1 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE SEALING OF RECORDS IN THE MUNICIPAL COURT*

B. RESOLUTIONS, SERIES 2017

1. *RESOLUTION NO. 28, SERIES 2017 - A RESOLUTION SETTING A GOAL TO REACH 100 PERCENT RENEWABLE ENERGY SOURCES COMMUNITY-WIDE BY 2035*
2. *RESOLUTION NO. 29, SERIES 2017 - A RESOLUTION SUPPORTING REAUTHORIZATION BY THE GENERAL ASSEMBLY IN 2018 OF THE COLORADO LOTTERY DIVISION*
3. *RESOLUTION NO. 30, SERIES 2017 - A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT*

C. OTHER

1. *2018 PROPOSED BUDGET AND 2018-2022 CAPITAL IMPROVEMENT PLAN PUBLIC HEARING*

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

1. *Village Hotel Exterior Remodel De Novo Hearing (CK) PL-2017-0534, 605 South Park Avenue*

VIII. REPORT OF TOWN MANAGER AND STAFF

IX. REPORT OF MAYOR AND COUNCIL MEMBERS

- 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

- A. SCHEDULED MEETINGS AS OF NOVEMBER 14TH, 2017

XII. ADJOURNMENT

**TOWN OF BRECKENRIDGE
TOWN COUNCIL REGULAR MEETING
Tuesday, October 24, 2017**

1 of 3

CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of October 24, 2017 to order at 7:00 pm. The following members answered roll call: Mr. Bergeron, Ms. Lawrence, Mr. Dudick, Ms. Wolfe, Ms. Gigliello and Mayor Mamula. Mr. Burke was absent.

APPROVAL OF MINUTES – OCTOBER 10, 2015

With no changes or corrections to the meeting minutes of October 10, 2017, Mayor Mamula declared they would stand approved as submitted.

APPROVAL OF AGENDA

Assistant Town Manager Shannon Haynes stated there was one change to the agenda, which was to request from Council a motion regarding the Amicus Brief in support of the Colorado Civil Rights Commission. Mayor Mamula declared the agenda approved as amended.

COMMUNICATIONS TO COUNCIL

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

Mayor Mamula opened Citizen's Comment.

Ms. Nina Jannetti, President of the Board of Breckenridge Backstage Theatre, introduced the new Executive Director, Jill Boyd, and Artistic Director, Chris Willard. Ms. Jannetti thanked Council for its ongoing support and mentioned the launch of a new season coming soon. Ms. Boyd also thanked Council and presented the upcoming schedule of events at the theater. Mr. Willard spoke about the student theatrical program, and the upcoming Kids Play programs.

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

B. Breckenridge Tourism Office Update

Mr. John Buhler stated the Ski Area opens in 17 days. He further stated it looks like the resort will be challenged again this year with snow. He also thanked Ms. Haynes for her support with the helicopter action over the weekend, and stated Wake Up Breck will take place on November 9th, Epic Promise is still working on a roadmap for how to support communities in the future, and the resort is looking to improve efficiency in snow making. Mr. Buhler stated they are happy to be part of the Transit Taskforce in the future, and acknowledged the work on the Tiger Dredge parking garage. He stated he would encourage Council to look beyond Tiger Dredge to take on the next phase of parking to meet the 600-space goal, including the Ice Rink. Mr. Buhler stated the new Director of Operations will be announced next week.

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. 27, SERIES 2017 - AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$59,000,000; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED LOAN AND PROJECT; AND DECLARING AN EMERGENCY.

Mayor Mamula read the title into the minutes. Mr. Waldes stated this ordinance would allow the Town to enter into a debt agreement to help fund the next water plant. He further stated this is an emergency ordinance to allow us to lock in a favorable financing rate.

Mr. Bergeron moved to approve COUNCIL BILL NO. 27, SERIES 2017 - AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$59,000,000; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED LOAN AND PROJECT; AND DECLARING AN EMERGENCY. Ms. Wolfe seconded the motion.
The motion passed 6-0. Mr. Burke was absent.

2. COUNCIL BILL NO. 28, SERIES 2017 - AN ORDINANCE AMENDING SECTION 2-5-3 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE TOWN COUNCIL

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**REPRESENTATIVE TO THE TOWN OF BRECKENRIDGE LIQUOR LICENSING
AUTHORITY**

Mayor Mamula read the title into the minutes. Mr. Berry stated this ordinance would authorize the Council to appoint an alternate member to the LMLA who would only attend meetings when quorum couldn't be met. He further stated the title needs to be amended for second reading and can be referenced in the motion to approve.

Mr. Bergeron moved to approve COUNCIL BILL NO. 28, SERIES 2017 - AN ORDINANCE AMENDING SECTION 2-5-3 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE TOWN COUNCIL REPRESENTATIVE TO THE TOWN OF BRECKENRIDGE LIQUOR LICENSING AUTHORITY with the amended title per Mr. Berry. Ms. Gigliello seconded the motion.
The motion passed 6-0. Mr. Burke was absent.

3. COUNCIL BILL NO. 29, SERIES 2017 - AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER. A COLORADO NONPROFIT CORPORATION (Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center"; 103 South Harris Street)
Mayor Mamula read the title into the minutes. Ms. Haynes stated this lease would allow the Treetop Child Advocacy Center to lease rooms in the BGVCC for their center.

Mr. Bergeron moved to approve COUNCIL BILL NO. 29, SERIES 2017 - AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER. A COLORADO NONPROFIT CORPORATION (Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center"; 103 South Harris Street). Ms. Lawrence seconded the motion.

Mr. Bergeron stated this is a good thing to do for our community.
The motion passed 6-0. Mr. Burke was absent.

B. Resolutions, Series 2017

1. RESOLUTION NO. 27, SERIES 2017 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY GOVERNMENT CONCERNING THE PROVISION OF FIXED ROUTE TRANSIT SERVICES FOR THE BRECKENRIDGE NORTH (FRENCH GULCH/WELLINGTON AREA) AREA

Mayor Mamula read the title into the minutes. Mr. James Phelps stated this ordinance would allow us to enter into a 5-year term for an IGA with Summit County for the Breckenridge North Route. Ms. Lawrence asked why the Purple B Route is not included in this agreement, and Mr. Phelps stated it's because we added that route more recently.

Mr. Bergeron moved to approve RESOLUTION NO. 27, SERIES 2017 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY GOVERNMENT CONCERNING THE PROVISION OF FIXED ROUTE TRANSIT SERVICES FOR THE BRECKENRIDGE NORTH (FRENCH GULCH/WELLINGTON AREA) AREA. Ms. Gigliello seconded the motion.
The motion passed 6-0. Mr. Burke was absent.

C. Other

Ms. Haynes stated staff is looking for Council to agree to give the Mayor permission to sign a letter in support of the Colorado Civil Rights Commission's Amicus Brief regarding the Masterpiece Cake Shop. Mr. Berry added this would ratify the Mayor's decision to join in the Amicus for the Colorado Civil Rights Commission.

Mr. Bergeron moved to ratify the Mayor's decision. Ms. Gigliello seconded the motion.

The motion passed 6-0. Mr. Burke was absent.

PLANNING MATTERS

A. Planning Commission Decisions

Mayor Mamula moved to call up the Village Hotel Exterior Remodel for the purpose of discussing the two large exterior wall murals at the next regular meeting. Mr. Bergeron seconded the motion.

The motion passed 6-0. Mr. Burke was absent.

Mayor Mamula declared the remainder of the Planning Commission Decisions would stand approved as presented.

REPORT OF TOWN MANAGER AND STAFF

Ms. Haynes asked if there was a willingness to share in the cost of a fieldhouse feasibility study with the County and the other municipalities with a possible location in Frisco, and a cost of

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TOWN COUNCIL REGULAR MEETING
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approximately \$40,000. Mr. Dudick stated we may need to wait until after the next county-wide discussion to see what the other parties might want to contribute to this study. He further stated there may be interest from the School District. Council agreed with this approach. Also, Wake Up Breck is Thursday, November 9th, and the Grants Reception will be 2-3pm on January 9th. Ms. Haynes stated staff has signed on with Ridge Street Kitchen to cater the 2018 dinners.

REPORT OF MAYOR AND COUNCILMEMBERS

Reports of Mayor and council members were covered as part of the afternoon Work Session.

- A. Cast/MMC
- B. Breckenridge Open Space Advisory Committee
- C. Breckenridge Tourism Office
- D. Breckenridge Heritage Alliance
- E. Water Task Force
- F. Breckenridge Creative Arts
- G. Breckenridge Events Committee

OTHER MATTERS

Mayor Mamula stated he will pursue the discussion with Ironman and Breck Epic, to create a feeder race for the Cape Epic event in South Africa and to express the Town's support of the idea.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 7:30 pm. Submitted by Helen Cospolich, CMC, Town Clerk.

ATTEST:

Helen Cospolich, CMC, Town Clerk

Eric S. Mamula, Mayor

Memo



To: Breckenridge Town Council Members
From: Town Attorney
Date: 11/7/2017 (for November 14th Meeting)
Subject: Council Bill No. 26 (Excluding Property From Breckenridge Design Standards)

The second reading of the ordinance to exclude the Town's F Lot property from the River Park Corridor Transition Character Area #8 as described in the Town's "Handbook of Design Standards for the Transition Character Areas of the Conservation District" is scheduled for your meeting on November 14th. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/FIRST READING – NOV. 14**

2
3 **NO CHANGE FROM FIRST READING**

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5 COUNCIL BILL NO.26

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7 Series 2017

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9 AN ORDINANCE EXCLUDING CERTAIN REAL PROPERTY FROM THE
10 BRECKENRIDGE DESIGN STANDARDS

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

14
15 Section 1. Findings. The Town Council finds and determines as follows:

16 A. The Town owns the following described real property:

17
18 TRACT F, FOUR SEASONS OF BRECKENRIDGE VILLAGE FILING NO. 2,
19 AMENDED, AS SHOWN ON THE PLAT THEREOF, TOWN OF
20 BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO

21
22 B. In 1992 the “Breckenridge Design Standards” were adopted as Chapter 5 of Title 9 of
23 the Breckenridge Town Code. In 2012, Chapter 5 of Title 9 was amended by the adoption of the
24 “Handbook of Design Standards for the Transition Character Areas of the Conservation
25 District.”

26
27 C. The Town-owned real property described in Finding A of this Section 1 is located
28 within the boundaries of the “River Park Corridor Transition Character Area #8” as described in
29 the “Handbook of Design Standards for the Transition Character Areas of the Conservation
30 District.”

31
32 D. The Town’s method of enforcement of the Breckenridge Design Standards is through
33 the Town’s Development Code, Chapter 1 of Title 9 of the Breckenridge Town Code.

34
35 E. Pursuant to Section 9-14-2 of the Breckenridge Town Code, the Town’s Development
36 Code does not apply to Town projects undertaken by the Town.
37

1 F. Because the Town’s Development Code, Chapter 1 of Title 9 of the Breckenridge
2 Town Code, does not apply to Town projects undertaken by the Town, the Town Council finds
3 and determines that the Town real property described in Finding A of this Section should be
4 excluded from and should no longer be governed by or subject to the Breckenridge Design
5 Standards, including, but not limited to, the “River Park Corridor Transition Character Area #8”
6 as described in “Handbook of Design Standards for the Transition Character Areas of the
7 Conservation District.”
8

9 Section 2. The following described real property:

10 TRACT F, FOUR SEASONS OF BRECKENRIDGE VILLAGE FILING NO. 2,
11 AMENDED, AS SHOWN ON THE PLAT THEREOF, TOWN OF
12 BRECKENRIDGE, COUNTY OF SUMMIT, STATE OF COLORADO
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14 is hereby excluded from and is longer governed by or subject to the Breckenridge Design
15 Standards, including but not limited to, the “River Park Corridor Transition Character Area #8”
16 as described in “Handbook of Design Standards for the Transition Character Areas of the
17 Conservation District.”

18 Section 3. In connection with the adoption of this ordinance the procedures for the
19 adoption of Town ordinances set forth in Section 5.10 of the Breckenridge Town Charter were
20 followed. In addition to the notice required by Section 5.10 of the Breckenridge Town Charter,
21 notice of the public hearing on this ordinance was given in the same manner as is required for a
22 final hearing on a class A development permit application pursuant to the Town’s Development
23 Code, Chapter 1 of Title 9 of the Breckenridge Town Code. Such additional notice is reasonably
24 calculated to afford affected persons the realistic opportunity to protect their interests. The
25 Director’s Certificate of Mailing, as well as the Town Clerks Certification of Publication on the
26 Town’s website as required by Chapter 22 of Title 1 of the Breckenridge Town Code are made a
27 part of the record of the adoption of this ordinance. The failure of any person to receive any
28 required notice shall not impair the validity of this ordinance.

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

32 Section 5. This ordinance shall be published and become effective as provided by Section
33 5.9 of the Breckenridge Town Charter.

34 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
35 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
36 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
37 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
38 Town.
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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

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Memo



To: Breckenridge Town Council Members
From: Town Attorney
Date: 11/7/2017 (for November 14th Meeting)
Subject: Liquor and Marijuana Licensing Authority Alternate Member

The second reading of the ordinance authorizing the appointment of an alternate member to the Liquor and Marijuana Licensing Authority is scheduled for your meeting on November 14th. There are no changes proposed to this ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 14**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 28

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7 Series 2017

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9 AN ORDINANCE AMENDING SECTION 2-5-3 OF THE BRECKENRIDGE TOWN CODE
10 BY AUTHORIZING THE APPOINTMENT OF AN ALTERNATE MEMBER TO THE TOWN
11 OF BRECKENRIDGE LIQUOR AND MARIJUANA LICENSING AUTHORITY

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

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16 Section 1. Section 2-5-3 of the Breckenridge Town Code is amended by the addition of a
17 new Section F, which shall read in its entirety as follows:

18
19 F. The Town Council may appoint an alternate member to serve on the Authority
20 when such person’s presence is necessary for the Authority to be able to act at a
21 particular meeting. The term of office of an alternate member of the Authority
22 shall be as provided in Section 2-5-4. The alternate member shall count when
23 determining whether a quorum is present at a meeting, and when acting at a
24 meeting the alternate member shall be treated as a member of the Authority for all
25 purposes. Because it is anticipated that the alternate member will only have
26 limited involvement with the Authority, the alternate member shall not be subject
27 to the term limit provision in Section 2-5-4-1.

28
29 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
30 various secondary codes adopted by reference therein, shall continue in full force and effect.

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

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

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

43
44 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
45 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
2 ____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

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5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
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10 By: _____
11 Eric S. Mamula, Mayor
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13 ATTEST:
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18 Helen Cospolich, CMC,
19 Town Clerk
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Memo



To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
CC: Tim Berry, Town Attorney
Date: 11/2/2017
Subject: Child Advocacy Center Lease Agreement (Second Reading)

The second reading of the ordinance allowing the Town Manager to enter into a lease agreement with the Treetop Child Advocacy Center is scheduled for the Council meeting on November 14th. There are no changes for second reading.

Tim Berry and I will be available at the meeting on the 14th to answer questions.

1 incorporated herein by reference, is approved, and the Town Manager is authorized, empowered,
2 and directed to execute such Lease for and on behalf of the Town of Breckenridge.

3
4 Section 2. The Town Council finds, determines, and declares that it has the power to
5 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX
6 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

7
8 Section 3. This ordinance shall be published and become effective as provided by
9 Section 5.9 of the Breckenridge Town Charter.

10
11 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
12 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
13 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
14 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal
15 Building of the Town.

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17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation

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22 By: _____
23 Eric S. Mamula, Mayor

24
25 ATTEST:

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29 _____
30 Helen Cospolich
31 Town Clerk

Exhibit “A”

BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE (“**Lease**”) is made and entered into effective the ___ day of _____, 2017 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and TREETOP CHILD ADVOCACY CENTER, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the **Parties**”, and individually as a “**Party**.”

ARTICLE 1 - BASIC LEASE PROVISIONS

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 001 and 001A-B in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached **Attachment “A”**, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office and advocacy center unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 787 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room. No common space may be used for storage and the kitchen and Community Room must be cleaned after every use.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on February 1, 2018 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on January 31, 2020.

B. Either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party 6 months' written notice of termination. A Party may not terminate this Lease under this Subsection B if it is in default when the notice of termination is given.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

ARTICLE 2 - RENT

2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Ten Thousand Two Hundred Thirty Three and 36/100 Dollars (\$10,233.36). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Eight Hundred Fifty Two and Seventy Eight/100 Dollars (\$852.78) each (“**Monthly Rent**”). The Monthly Rent has been calculated based on \$13 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3.

B. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

C. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

D. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

E. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

F. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

G. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute

such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;

- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. Tenant To Reimburse Landlord For Repairs; When. Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

ARTICLE 6 – TAXES

6.1. Real Property Taxes.

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.

- (iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

A. **"Alterations"** means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be

removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

- A. the conduct of Tenant's business upon the Leased Premises;
- B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;
- C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;
- D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and
- E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably

interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

ARTICLE 11- DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

- A. The abandonment of the Leased Premises by Tenant.
- B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.
- C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

- A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;
- B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or
- C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the

Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be

deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

- A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;
- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

ARTICLE 14 - MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal,

state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

The TreeTop Center
C/O Summit County Human Services
Joanne Sprouse
P.O. Box 869
Frisco, Colorado 80443

Landlord's initial address for notice is:

Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises,

representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the, sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter

into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

TENANT:

TREETOP CHILD ADVOCACY CENTER, a
Colorado nonprofit corporation

By _____

Title: _____


Breckenridge Grand Vacations Community Center

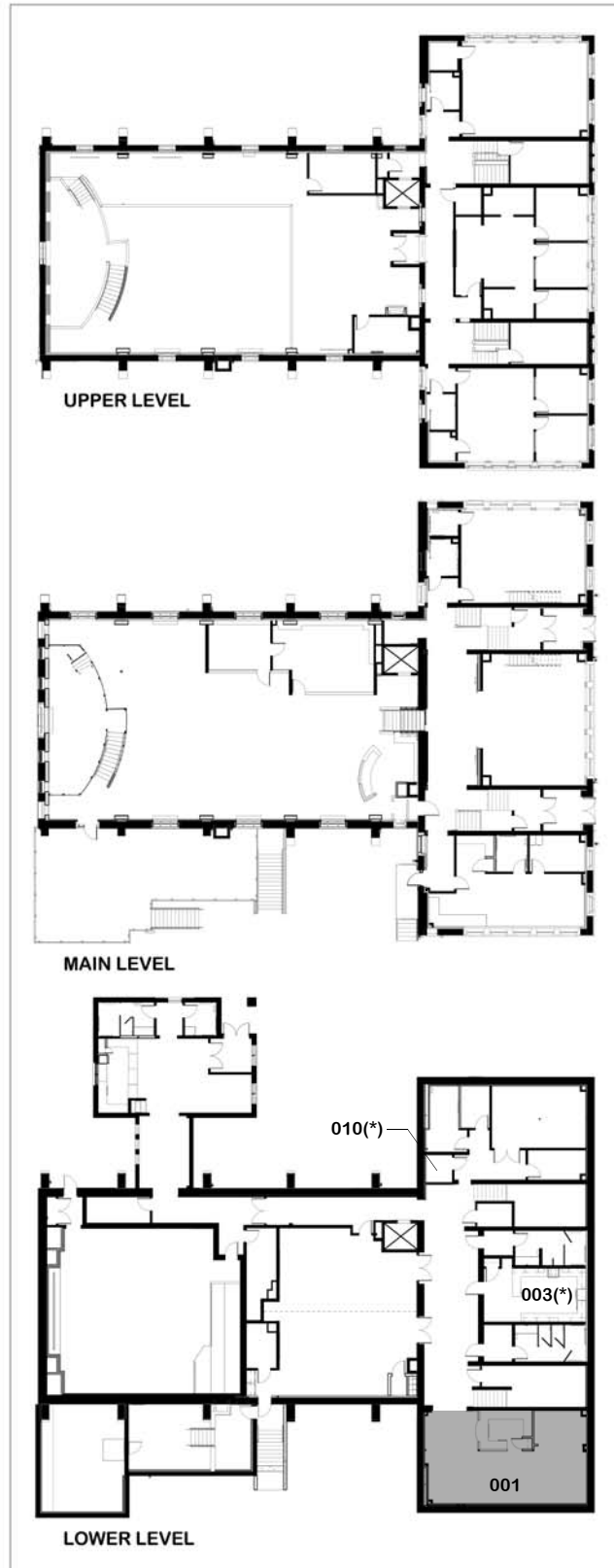
CHILD ADVOCACY CENTER

UPPER LEVEL	NET AREA (sf)
NONE	N/A

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL	NET AREA (sf)
001 CHILD ADVOCACY CENTER	787
003(*) COMMISSARY KITCHEN (CLEAN-UP)	N/A
010(*) JANITOR'S CLOSET	N/A

LEGEND	
	CHILD ADVOCACY CENTER
(*)	SHARED USE SPACE
SQUARE FEET TOTALS	
CHILD ADVOCACY CENTER	787 (net)



Memo



To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
CC: Tim Berry, Town Attorney
Date: 11/9/2017
Subject: UAS Regulations (First Reading)

In August staff discussed with Council growing concerns related to the locally unregulated use of Unmanned Aircraft Systems (UAS) or drones. During public comment drone users, both commercial and hobbyists, expressed concerns related to a few of the components included in a draft ordinance.

Over the last several months staff has worked with drone users to simplify the draft ordinance in order to meet the safety needs of the community while considering the needs of drone users. The draft has been revised and addresses the following:

- Allows the use of drones to assess critical infrastructure (Example: Utilities)
- Allows the lawful operation of a UAS by law enforcement, government or military personnel
- Prohibits
 - Operation of a UAS in a reckless or careless manner
 - Operation of a UAS equipped with a firearm or deadly weapon
 - Conducting surveillance, unless permitted by law
 - Operation in manner that interferes with law enforcement, firefighting or other government emergency operations
 - Launching, landing or operating from or on Town-owned real property without permission from the Town Manager*
 - Harassing or annoying wildlife

*Including approval by the Town Manager provides flexibility to approve activities generally covered within the Special Event permitting and Film permitting processes.

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, November 14th to answer any questions.

1 **FOR WORKSESSION/FIRST READING – NOV. 14**

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: UNLAWFUL ACTS**

30 **5-14-5: UNLAWFUL TO LAUNCH, LAND, OR OPERATE A UAS FROM OR ON**
31 **TOWN-OWNED REAL PROPERTY**

32 **5-14-6: UNLAWFUL TO HARASS OR ANNOY WILDLIFE**

33 **5-14-7: EXEMPTIONS**

34 **5-14-8: VIOLATION; PENALTIES**

35 **5-14-9: RULES AND REGULATIONS**

36
37 **5-4-1: AUTHORITY: The Town Council hereby finds, determines, and declares that it has**
38 **the power to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning**
39 **municipal police powers); (ii) Section 31-15-401, C.R.S.(concerning municipal police**
40 **powers); (iii) the authority granted to home rule municipalities by Article XX of the**
41 **Colorado Constitution; and (iv) the powers contained in the Breckenridge Town Charter.**
42 **Such powers are traditional local government powers.**

43
44 **5-14-2: PURPOSE AND INTENT: It is the purpose and intent of this Chapter to address**
45 **the unregulated use of unmanned aircraft systems, sometimes known as “drones,”**
46 **throughout the Town. The unregulated use of unmanned aircraft systems: (i) pose threats**

1
2 **5-14-4: UNLAWFUL ACTS: It is unlawful to operate a UAS:**

3
4 **A. In a reckless or careless manner so as to endanger the life or property of another. In any**
5 **proceeding alleging a violation of this Section, the factfinder shall consider the standards**
6 **for safe operation of aircraft prescribed by federal statutes or regulations governing UASs.**

7
8 **B. If the UAS is equipped with a firearm or other deadly weapon.**

9
10 **C. For the purpose of conducting surveillance, unless permitted by law.**

11
12 **D. In a manner that interferes with law enforcement, firefighting, or any other government**
13 **emergency operations.**

14
15 **5-14-5: UNLAWFUL TO LAUNCH, LAND, OR OPERATE A UAS FROM OR ON**
16 **TOWN-OWNED REAL PROPERTY: It is unlawful to launch or land a UAS from any**
17 **real property owned by the Town without the prior written permission of the Town**
18 **Manager or the Town Manager’s designee.**

19
20 **5-14-6: UNLAWFUL TO HARASS OR ANNOY WILDLIFE: It is unlawful to**
21 **intentionally or knowingly harass, annoy, or disturb wildlife by the use of a UAS.**

22
23 **5-14-7: EXEMPTIONS: Nothing in this Chapter shall be construed to prohibit, limit, or**
24 **otherwise restrict:**

25
26 **A. The use of a UAS for lawful purposes and in a lawful manner by any of the following**
27 **persons acting in the course and scope of their assigned duties: (i) any law enforcement or**
28 **emergency services personnel of the Town; (ii) any other local, state, or federal government**
29 **law enforcement or emergency services personnel; or (iii) any authorized military**
30 **personnel of the state or federal government.**

31
32 **B. The use of a UAS by the owner or operator of a critical infrastructure facility to**
33 **monitor, operate, or maintain the reliability and integrity of the facility, or to determine if**
34 **repairs are necessary to the facility.**

35
36 **C. The use of a UAS to the extent this Chapter conflicts with or is preempted by any law,**
37 **rule, or regulation of the FAA.**

38
39 **5-14-8: VIOLATION; PENALTY:**

40
41 **A. It is unlawful and a misdemeanor offense to violate any provision of this Chapter. A**
42 **person who is convicted of violating any provision of this Chapter shall be punished as**
43 **provided in section 1-4-1of this Code.**

1 **B. In addition to the penalty set forth in subsection A of this Section, the Town may**
2 **impound any UAS that is operated in violation of this Chapter.**

3
4 **5-14-9: RULES AND REGULATIONS: The Town Manager may from time to time adopt,**
5 **amend, alter, and repeal administrative rules and regulations as may be necessary for the**
6 **proper administration of this Chapter. Such regulations shall be adopted in accordance**
7 **with the procedures established by Title 1, Chapter 18 of this Code. Pursuant to Section 1-**
8 **18-6 of this Code, the Town Council authorizes the Town Manager’s rules and regulations**
9 **promulgated pursuant to this Section to be enforced in the Town’s municipal court.**

10
11 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
12 various secondary Codes adopted by reference therein, shall continue in full force and effect.

13
14 Section 3. The Town Council hereby finds, determines and declares that this ordinance is
15 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
16 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
17 thereof.

18
19 Section 4. The Town Council hereby finds, determines and declares that it has the power
20 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
21 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

22
23 Section 5. This ordinance shall be published and become effective as provided by Section
24 5.9 of the Breckenridge Town Charter.

25
26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
27 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
28 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
29 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
30 Town.

31
32 TOWN OF BRECKENRIDGE, a Colorado
33 municipal corporation

34
35
36 By: _____
37 Eric S. Mamula, Mayor

38
39 ATTEST:

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

Memo



To: Breckenridge Town Council Members
From: Brian Waldes, Finance Director
CC:
Date: 11/3/17
Subject: 2018 Mill Levy Ordinance

Please find attached the ordinance setting the mill levy within the Town of Breckenridge for 2018 at 5.07 mills. The ordinance is submitted for first reading.

The 5.07 mills are for the purpose of defraying the expenses of the General Fund. There is no change from the 2017 mill levy.

FOR WORKSESSION/FIRST READING – NOV. 14

COUNCIL BILL NO. XX

Series 2017

**AN ORDINANCE SETTING THE MILL LEVY WITHIN THE
TOWN OF BRECKENRIDGE FOR 2018**

WHEREAS, the Town Council of the Town of Breckenridge has determined that a mill levy of 5.07 mills upon each dollar of the assessed valuation of all taxable property within the Town of Breckenridge is needed to balance the 2018 Town budget.

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

Section 1. For the purposes of defraying the expense of the General Fund of Breckenridge, Colorado for the fiscal year 2018, there is hereby levied a tax of 5.07 mills upon each dollar of assessed valuation for all taxable property within the Town of Breckenridge.

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

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 14th day of November, 2017. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 28th day of November, 2017, at 7:00 p.m., or as soon thereafter as possible in the Municipal Building of the Town

ATTEST:

TOWN OF BRECKENRIDGE

_____/s/_____
Helen Cospolich, Town Clerk

_____/s/_____
Eric Mamula, Mayor

APPROVED IN FORM

_____/s/_____
Town Attorney Date

Memo



To: Breckenridge Town Council Members
From: Angela VanSchoick, Municipal Court Administrator
Date: 11/8/2017
Subject: Ordinance Concerning Sealing of Records in the Municipal Court

This past summer a State Bill was passed that allows municipal court judges to receive and process requests to seal or expunge qualifying court records. Per the Town Attorney's recommendation, this ordinance would amend Town Code to reflect the change in Statute and to allow Breckenridge Municipal Court to seal records. By Statute definition, defendants would pay a \$65 fee directly to the court that would then allow the Municipal Judge to approve the sealing or expunging of the record and/or case.

In the past, all requests to seal records were handled only by the County Court at a cost of approximately \$220 to the defendant. We believe this change will simplify the sealing process for our defendants and also help reduce the cost to them. Judge Allen has expressed his support of this ordinance.

Staff will be available at this meeting to answer questions.

1 **FOR WORKSESSION/FIRST READING –NOV. 14**

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 AMENDING CHAPTER 8 OF TITLE 1 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING THE SEALING OF RECORDS IN THE MUNICIPAL COURT

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

15
16 Section 1. Chapter 8 of Title 1 of the Breckenridge Town Code is amended by the
17 addition of a new Section 1-8-16 which shall read as follows:

18
19 **1-8-16: SEALING AND EXPUNGEMENT OF MUNICIPAL COURT**
20 **RECORDS:**

21
22 **A. The municipal judge may seal municipal court records pursuant to**
23 **Section 24-72-702.5, C.R.S. Any request to seal municipal court records**
24 **pursuant to this section A shall be accompanied by a non-refundable**
25 **processing fee of sixty five dollars (\$65.00), which may be waived by the**
26 **court upon a determination of indigency. The processing fee required by this**
27 **section shall be reported and paid as municipal cost and shall be deposited in**
28 **the general fund of the Town.**

29
30 **B. The municipal judge may expunge municipal court records involving a**
31 **juvenile pursuant to Section 19-1-306(9), C.R.S. No processing fee shall be**
32 **required in connection with a request to expunge juvenile records pursuant**
33 **to this section B.**

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 it has the power
39 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
40 XX, Section 6 of the Colorado Constitution; and the powers contained in the Breckenridge Town
41 Charter.

42
43 Section 4. This ordinance shall be published and become effective as provided by
44 Section 5.9 of the Breckenridge Town Charter.

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation
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10
11
12 By: _____
13 Eric S. Mamula, Mayor
14

15 ATTEST:

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19 _____
20 Helen Cospolich, CMC,
21 Town Clerk
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Memo



To: Breckenridge Town Council Members
From: Mark Truckey, Assistant Director of Community Development
Date: 11/8/2017
Subject: Community-Wide 100 Percent Renewable Energy Goal Resolution

At its October 24 work session, the Council agreed to move forward with setting a goal of reaching 100 renewable electricity in the Town on a community-wide level by the year 2035. Attached is the resolution that will set this goal. The resolution includes new wording, which was shown to the Council in October, which allows the Council to repeal or modify the resolution under situations where unacceptable utility rates occurred. Staff will be available to answer any questions regarding the goal and resolution.

FOR WORKSESSION/ADOPTION NOVEMBER 14

RESOLUTION NO. ___

SERIES 2017

A RESOLUTION 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; and

WHEREAS, although it is the Town's desire to reach 100 % renewable electric energy by 2035, it is recognized that there may be obstacles that prevent the Town from reaching the full 100 % goal. If the efforts of Xcel Energy and the Town fall short of the 100 % target, nothing in this resolution suggests any penalty for not meeting the goal—and it should not be considered a failure, but merely a setback that delays the time when the Town ultimately reaches the goal, in a fiscally responsible manner for our citizenry; 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 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 2. On an annual basis, the Town Council will review progress towards the community-wide 100 percent renewable goals and other relevant information (e.g., utility rates). Should the Town Council determine that customer utility costs have or are projected to increase at an unacceptable rate because of a transition to renewable energy, the Town Council may repeal this resolution or modify the goal set in Section 1 (e.g., 100 % renewable energy community-wide by 2035).

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

Memo



To: Town Council Members
From: Scott Reid, Director of Recreation
Date: 11/9/2017
Subject: Resolution Supporting GOCO Reauthorization

Attached is a Council resolution supporting the reauthorization of the Colorado Lottery Division, which administers the State lottery proceeds supporting parks, open space wildlife and other recreation purposes, also known as "Great Outdoors Colorado" or GOCO.

Since 1992, GOCO has been model program using lottery proceeds to support outdoor projects across the State of Colorado. During that time, GOCO has distributed approximately \$1 billion in grant funding supporting recreation and open space protection projects. The Town of Breckenridge has directly received over \$1 million from GOCO grants and over \$763,000 in Conservation Trust Funds. GOCO has helped establish the State of Colorado as a nationwide leader in outdoor recreation and land protection.

By law, the Colorado Lottery Division is set to expire unless extended by the Colorado General Assembly, which in 2018 will consider legislation to extend the Lottery Division until 2039.

Staff requests Council consider and approve the attached resolution in supporting the passage of legislation reauthorizing the Colorado Lottery Division and the continued administration of GOCO funds for outdoor recreation and land protection purposes.

I look forward to answering any questions Town Council has on Tuesday.

1 ***FOR WORKSESSION/ADOPTION – NOV. 14***

2
3 RESOLUTION NO. ____

4
5 Series 2017

6
7 A RESOLUTION SUPPORTING REAUTHORIZATION BY THE GENERAL ASSEMBLY
8 IN 2018 OF THE COLORADO LOTTERY DIVISION
9

10 WHEREAS, Colorado voters provided for a statewide lottery, and in a subsequent
11 election adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution,
12 which directs that lottery profits be used for parks, open space, wildlife, and outdoor recreation
13 purposes; and
14

15 WHEREAS, following the voters' approval of a lottery, the General Assembly created a
16 Lottery Division in the State Department of Revenue to administer the lottery; and
17

18 WHEREAS, as provided in the GOCO amendment, lottery profits are allocated to the
19 Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and to
20 the Colorado Division of Parks and Wildlife; and
21

22 WHEREAS, since 1992, the GOCO Trust Fund has distributed approximately \$1 billion
23 in grants for projects to improve communities in all of Colorado's 64 counties. Funds have
24 helped connect families to the outdoors, improved local trails and parks, built outdoor recreation
25 facilities, preserved ranchlands, water resources, and view corridors, improved river access and
26 quality and conserved wildlife habitat; and
27

28 WHEREAS, the GOCO Trust Fund has distributed over \$1,017,000 directly to the Town
29 of Breckenridge for these purposes, and;
30

31 WHEREAS, since 1983 the Conservation Trust Fund has distributed approximately \$1
32 billion in grants to counties, municipalities, and special districts for acquisition, development,
33 and maintenance of new conservation sites, capital improvements, and maintenance for
34 recreational purposes on public sites; and
35

36 WHEREAS, the Conservation Trust Fund has distributed over \$763,458 directly to the
37 Town of Breckenridge for these purposes; and
38

39 WHEREAS, since 1992 the GOCO Trust Fund has distributed approximately \$215
40 million of lottery proceeds in support of Colorado's 42 state parks, funding parkland acquisition,
41 park development and operations, trail construction and maintenance, environmental education,
42 youth and volunteer programs and stewardship and natural resource management; and
43

44 WHEREAS, the Colorado Lottery Division is critical to the administration of the entire
45 GOCO program and the Division is set to expire unless extended by the General Assembly,
46 which during its 2018 session will consider legislation to extend the Division to 2039.

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

Section 1. The Town of Breckenridge strongly urges the General Assembly to approve legislation during its 2018 session to reauthorize the Colorado Lottery Division until 2039.

Section 2. 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

Memo



To: Breckenridge Town Council Members
From: Mark Truckey, Assistant Director of Community Development
Date: 11/8/2017
Subject: Density Sunset Covenants for the Prospector Park/Carter Park Properties/Denison Placer Phase 1

JUBMP Policy Direction

The Joint Upper Blue Master Plan (JUBMP) provides policy direction on a number of land use issues in the Upper Blue Basin. The JUBMP has been adopted by the towns of Breckenridge and Blue River and Summit County. One of the major policy discussions that occurred in the 2011 update to the JUBMP was density for affordable housing. After much deliberation, the Town Council agreed to a policy that for every four units of affordable housing constructed, one development right would be transferred from Town-owned property to partly mitigate the impacts of the new density. The JUBMP policy is listed below, with the Breckenridge provisions highlighted:

Policy/Action 2. The impacts of new affordable workforce housing on the overall density and activity levels within the Basin should be mitigated by permanently extinguishing density on County and/or Town of Breckenridge-owned properties. Recommended guidelines or goals for each jurisdiction to take into consideration when evaluating implementation of this policy are as follows:

- *The County should strive to permanently extinguish density on County-owned properties at a minimum 1:2 ratio (i.e., extinguish 1 development right for every 2 affordable workforce housing units permitted to be built).*
- ***When new affordable workforce housing units are developed, the Town of Breckenridge should transfer density it owns to the affordable workforce housing site at a 1:4 ratio (i.e., transfer one development right for every four affordable workforce housing units permitted to be built).***
- *This policy of extinguishing density to offset the impacts of new affordable workforce housing units is not applicable within the Town of Blue River.*

Density at Denison Placer Phase 1 and Prospector/Carter Parks

The Denison Placer Phase 1 affordable housing project is comprised of 52 townhome units (known as Blue 52), 18 apartment units, and another six townhome units north of Flora Dora Drive and west of Denison Placer Road. Total new density being allocated is 49 single-family equivalent units (SFEs). At the 1:4 ratio, 12.26 units of Town-owned density need to be extinguished to account for the Denison Placer Phase 1 density and comply with the JUBMP provisions. Staff is thus proposing to extinguish 12.26 units of density off two properties that the Town owns: 4.3 units off the Prospector Park property and 7.96 units off the Carter Park property. With the Council's action to approve the resolution for the density sunset covenants, no density will remain on Prospector Park and 8.84 units of density will remain on the Carter Park property.

This is the second time that the Town has extinguished density off the Prospector Park property. In January, 2015 the Council adopted a resolution that extinguished two units of density off the property in order to account for the density associated with the Maggie Point housing project. After the 2015 density sunset, there remained 4.3 units on the Prospector Park property.

Council Action

The Council is asked to review the attached resolution and density sunset covenants, provide any additional direction or revisions regarding the wording in the documents, and then take action to adopt the attached resolution.

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

2
3 A RESOLUTION

4
5 SERIES 2017

6
7 A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY
8 SUNSET COVENANT

9 (For the Denison Placer Phase 1 Attainable Workforce Housing Project)

10
11 WHEREAS, pursuant to policies set forth in the Joint Upper Blue Master Plan, and in
12 accordance with Section E of Policy 3(Absolute) (Density/Intensity) of Section 9-1-19 of the
13 Breckenridge Town Code, the Town is required to transfer density it owns to approved attainable
14 workforce housing projects at a 1:4 ratio (i.e., transfer one development right for every four
15 attainable workforce housing development rights permitted to be built); and

16
17 WHEREAS, the Town of Breckenridge is currently developing an attainable workforce
18 housing project known as “Denison Placer Phase 1”; and

19
20 WHEREAS, the Town Council finds and determines it is therefore necessary and
21 appropriate to permanently extinguish four and three tenths (4.3) single family equivalents of
22 density from the Town’s “Prospector Park” property and extinguish seven and ninety-six one-
23 hundredths (7.96) single family equivalents of density from the Town’s “Carter Park” property in
24 order to account for the density used to construct the “Denison Placer Phase 1” attainable
25 workforce housing project; and

26
27 WHEREAS, two proposed “Density Sunset Covenants” have been prepared by the Town
28 Attorney, copies of which are marked **Exhibit “A” and Exhibit “B”**, attached hereto and
29 incorporated herein by reference; and

30
31 WHEREAS, the proposed Density Sunset Covenants permanently extinguish a total of
32 twelve and twenty six one-hundredths (12.26) single family equivalents of density previously
33 allocated to the Town’s Prospector Park and Carter Park properties in order to account for the
34 density that is being used to construct the “Denison Placer Phase 1” attainable workforce housing
35 project; and

36
37 WHEREAS, the Town Council has reviewed the proposed Density Sunset Covenants,
38 and finds and determines that they should be approved.

39
40 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
41 BRECKENRIDGE, COLORADO, as follows:

42
43 Section 1. The Density Sunset Covenants that are attached as **Exhibit “A” and Exhibit**
44 **“B”** to this resolution are approved, and the Town Manager is authorized, empowered, and
45 directed to sign such documents for and on behalf of the Town. After they are signed, the
46 approved Density Sunset Covenants shall be recorded in the real property records of the Clerk

1 and Recorder of Summit County, Colorado in order to give record notice that the Town has
2 accounted for the density that was used by the Town of Breckenridge to construct the “Denison
3 Placer Phase 1” attainable workforce housing project.

4 Section 2. This resolution is effective upon adoption.

5
6 RESOLUTION APPROVED AND ADOPTED this ___ day of ___, 2017.

7
8 TOWN OF BRECKENRIDGE

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10
11
12 By: _____
13 Eric S. Mamula, Mayor

14
15 ATTEST:
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19 _____
20 Helen Cospolich, CMC,
21 Town Clerk

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23 APPROVED IN FORM
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27 _____
28 Town Attorney Date

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1 EXHIBIT A

2
3 DENSITY SUNSET COVENANT

4
5 This Covenant (“**Covenant**”) is made _____, 2017 by the TOWN
6 OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”).
7

8 WHEREAS, Town owns the following described real property situate in the Town of
9 Breckenridge, Summit County, Colorado:

10
11 PARCEL “A”

12
13 Lots 52 and 53, Bartlett and Shock Addition to the Town of Breckenridge; and

14
15 PARCEL “B”

16
17 Tract D, A Resubdivision Of Lot 17, Abbett Addition to the Town of
18 Breckenridge, according to the Plat thereof filed May 20, 2002, at Reception No.
19 684187
20

21 (“**Town’s Property**”)

22 ; and

23
24 WHEREAS, the Town’s Property is commonly known as the Town’s “Prospector Park”
25 property; and
26

27 WHEREAS, pursuant to policies set forth in the Joint Upper Blue Master Plan, and in
28 accordance with Section E of Policy 3(Absolute) (Density/Intensity) of Section 9-1-19 of the
29 Breckenridge Town Code, the Town is required to transfer density it owns to attainable
30 workforce housing projects at a 1:4 ratio (i.e., transfer one development right for every four
31 attainable workforce housing development rights permitted to be built); and
32

33 WHEREAS, the Town of Breckenridge is developing an attainable workforce housing
34 project known as “Denison Placer Phase 1”; and
35

36 WHEREAS, the Town Council finds and determines it is therefore necessary and
37 appropriate to transfer four and three-tenths (4.3) single family equivalents of density from the
38 Town’s “Prospector Park” property in order to account for a portion of the density being
39 constructed at the “Denison Placer Phase 1” attainable workforce housing project.
40

41 NOW, THEREFORE, Town agrees as follows:

- 42
43 1. Extinguishment of Density. Four and three-tenths (4.3) single family equivalents
44 (“SFEs”) of density previously allocated to Town’s Property is forever extinguished.

DENSITY SUNSET COVENANT

1 Following the execution of this Covenant, there will be zero (0) SFEs of density
2 remaining on the Town's Property.
3

4 2. Recording; Covenant to Run With Land. This Covenant shall be placed of record in the
5 real property records of Summit County, Colorado, and the covenants contained herein
6 shall run with the land and shall bind the Town and all subsequent owners of Town's
7 Property, or any interest therein.
8

9 3. Town's Acknowledgment of Covenant Validity. Town agrees that any and all
10 requirements of the laws of the State of Colorado to be satisfied in order for the
11 provisions of this Covenant to constitute a restrictive covenant running with the land shall
12 be deemed to be satisfied in full, and that any requirements of privity of estate are
13 intended to be satisfied, or, in the alternative, that an equitable servitude has been created
14 to insure that the covenant herein contained shall run with the land. This covenant shall
15 survive and be effective as to successors and/or assigns of all or any portion of Town's
16 Property, regardless of whether such contract, deed or other instrument hereafter
17 executed conveying Town's Property or portion thereof provides that such conveyance is
18 subject to this Covenant.
19

20 4. Authorization By Resolution. The execution and recording of this Covenant was
21 authorized by Town of Breckenridge Resolution No. [REDACTED], Series 2017, adopted
22 November 14, 2017.
23
24
25

1 EXHIBIT B

2
3 DENSITY SUNSET COVENANT

4
5 This Covenant (“**Covenant**”) is made _____, 2017 by the TOWN
6 OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”).
7

8 WHEREAS, Town owns the following described real property situate in the Town of
9 Breckenridge, Summit County, Colorado:

10
11 Those portions of the Klack Gulch Placer, U. S. Survey No. 1224, and of the
12 Hermit Placer, U.S. Survey No. 13661, jointly described as follows:

13
14 Beginning at a point on line 8-9 of said Hermit Placer, being line 6-7 of said
15 Klack Gulch Placer, which point lies 300 feet measured S. 10° E. from Klack
16 Gulch Placer corner No. 7, being Hermit Placer corner No. 9; thence S. 80° 58'
17 30" W. 94.8 feet; thence S. 10° E. 447.24 feet; thence N. 80° E. 100 feet to
18 Hermit Placer corner No. 8, being Klack Gulch Placer corner No. 6; thence N. 80°
19 10' 45" E. 491.39 feet; thence N. 10° '27' W. 362.38 feet; thence N. 81° 47' W.,
20 218.10 feet; and thence S. 83° 25' W., 281.86 feet to the point of beginning.

21
22 (“**Town’s Property**”)

23 ; and

24
25 WHEREAS, the Town’s Property is commonly known as the Town’s “Carter Park”
26 property; and
27

28 WHEREAS, pursuant to policies set forth in the Joint Upper Blue Master Plan, and in
29 accordance with Section E of Policy 3(Absolute) (Density/Intensity) of Section 9-1-19 of the
30 Breckenridge Town Code, the Town is required to transfer density it owns to attainable
31 workforce housing projects at a 1:4 ratio (i.e., transfer one development right for every four
32 attainable workforce housing development rights permitted to be built); and
33

34 WHEREAS, the Town of Breckenridge is developing an attainable workforce housing
35 project known as “Denison Placer Phase 1”; and
36

37 WHEREAS, the Town Council finds and determines it is therefore necessary and
38 appropriate to transfer seven and ninety-six one-hundredths (7.96) single family equivalents of
39 density from the Town’s “Carter Park” property in order to account for a portion of the density
40 being constructed at the “Denison Placer Phase 1” attainable workforce housing project.
41

42
43 NOW, THEREFORE, Town agrees as follows:
44

DENSITY SUNSET COVENANT

- 1 1. Extinguishment of Density. Seven and ninety-six one-hundredths (7.96) single family
2 equivalentents (“SFEs”) of density previously allocated to Town’s Property is forever
3 extinguished. Following the execution of this Covenant, there will be eight and eighty-
4 four one-hundredths (8.84) SFEs of density remaining on the Town’s Property.
5
- 6 2. Recording; Covenant to Run With Land. This Covenant shall be placed of record in the
7 real property records of Summit County, Colorado, and the covenants contained herein
8 shall run with the land and shall bind the Town and all subsequent owners of Town’s
9 Property, or any interest therein.
10
- 11 3. Town’s Acknowledgment of Covenant Validity. Town agrees that any and all
12 requirements of the laws of the State of Colorado to be satisfied in order for the
13 provisions of this Covenant to constitute a restrictive covenant running with the land shall
14 be deemed to be satisfied in full, and that any requirements of privity of estate are
15 intended to be satisfied, or, in the alternative, that an equitable servitude has been created
16 to insure that the covenant herein contained shall run with the land. This covenant shall
17 survive and be effective as to successors and/or assigns of all or any portion of Town’s
18 Property, regardless of whether such contract, deed or other instrument hereafter
19 executed conveying Town’s Property or portion thereof provides that such conveyance is
20 subject to this Covenant.
21
- 22 4. Authorization By Resolution. The execution and recording of this Covenant was
23 authorized by Town of Breckenridge Resolution No. , Series 2017, adopted
24 November 14, 2017.
25
26
27



Memo

To: Breckenridge Town Council Members
From: Brian Waldes, Finance Director
CC:
Date: 11/8/17
Subject: Budget Changes for Final Document

The purpose of this memo is to inform Council of the changes made to the 2018 budget document since it was presented at the September 12th retreat. The amended document that incorporates all of the changes listed below is available on the Town's website at the address below. You can click on the link, or cut and paste the address into your web browser.

<http://www.townofbreckenridge.com/your-government/finance/budget>

1. **General Fund** -

- a. **Community Development** – Training increase of \$3,000 for new software split between building & planning. Additional module will allow for online plan submittal.
- b. **Facilities**– Adding rental income of \$10,233 for Tree Top Advocacy Center.
- c. **Public Safety, Admin**– Adding shared operational funding expense of \$15k to other contracted services for Tree Top Advocacy Center.
- d. **Property Tax** – Amended up to \$2,867,246 based on preliminary assessment from the County.

2. **Capital Fund** -

- a. Decrease of \$950k for moving McCain Road improvements from 2018 to 2019.
- b. Moved \$250k for Ball Field Lights from 2019 to 2018.
- c. Rec Center shade structure updated to \$88k.
- d. Added Energy Upgrades to CIP for a total of \$580k.
- e. Decrease of \$100k for deletion of Rec Center parking lot fence.
- f. The Sawmill Culvert Repair project was added in the amount of \$300k.
- g. Warrior's Mark paving and turnaround was added for \$140k in 2018.
- h. Updated transfer from Excise Fund, decreasing \$192k.

3. **Marketing Fund** –

- a. The 2017 projected expense amount was reduced from \$100K to \$0 for the “community fund” line.
- b. Sales tax was updated based upon recent activity. 2017 Projection increased by \$16,332; 2018 Budget increased by \$16,490.
- c. Accommodations tax was updated based upon recent activity. 2017 Projection increased by \$44,634; 2018 Budget increased by \$45,100.

4. **Excise Fund** –

- a. Sales tax was updated based upon recent activity. 2017 Projection increased by \$111,614; 2018 Budget increased by \$112,613.
 - b. Accommodations tax was updated based upon recent activity. 2017 Projection increased by \$63,761; 2018 Budget increased by \$64,400.
 - c. Real Estate Transfer tax was updated based upon recent transactions. 2017 Projection was updated to \$6,158,865, an increase of \$425,409.
 - d. Transfer to Capital Fund decreased \$192k to match Capital Fund adjustments (see above).
 - e. Transfer to Special Projects increased \$86k for “Grants – Partner Orgs” (see below).
5. **Housing Fund** – Sales tax was updated based upon recent activity. 2017 Projection increased by \$199,847; 2018 Budget increased by \$201,840.
 6. **Open Space Fund** – Sales tax was updated based upon recent activity. 2017 Projection increased by \$116,653; 2018 Budget increased by \$117,800.
 7. **IT Fund** –
 - a. Community Development software upgrade. \$17,140 for software upgrades and installation. \$20,000 for scanning services to convert old paper files to digital format.
 - b. Reduction of revenue by \$22,333 for transfer of operations to Interstate.
 8. **Special Projects Fund** –
 - a. New grants line created for “Grants – Partner Orgs” and given \$86K 2018 budget.
 - b. Excise transfer expense and revenue line also increased \$86K for 2018.
 9. **Marijuana Fund** - \$211,485 added to Transfer to Child Care Fund, making 2018 ending fund balance estimated at \$50,420.
 10. **Cemetery Fund** - \$20K added to cemetery restoration for 2018 fence construction.
 11. **Childcare Fund** - \$211,485 added to Transfer from Marijuana Fund.
 12. **Parking & Transportation Fund** –
 - a. Credit card fees added in the amount of \$130k, in order to capture the additional gateway fees that were previously netted against the revenue.
 - b. Added \$125k for design for the Huron / SH9 improvements.
 - c. Reduction of Parking IT allocation by \$22,333 for transfer of operations to Interstate.
 - d. Increase of \$1.75M for Bus Barn.
 - e. Increases to Transit and Parking revenues based on updated information.

Memo



To: Breckenridge Town Council
From: Peter Grosshuesch, Director of Community Development
Date: 11/8/2017
Subject: Planning Commission Decisions of the November 7, 2017 Meeting

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF NOVEMBER 7, 2017:

CLASS C APPLICATIONS: None

CLASS B APPLICATIONS: None

CLASS A APPLICATIONS: None

TOWN PROJECT HEARINGS: None

OTHER: None

PLANNING COMMISSION MEETING

The meeting was called to order at 5:30pm by Chair Schroder.

ROLL CALL

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

APPROVAL OF MINUTES

With the below changes, the October 17, 2017 Planning Commission minutes were approved.

Mr. Gerard: Page 3 shows my question as, “How are the furnishing getting here?” It should be changed to, “How are the carts getting here?” The answer is, “Containers will be shipped from china then by rail.”

APPROVAL OF AGENDA

With no changes, the November 7, 2017, Planning Commission agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Comments

WORK SESSIONS:

1. Riverwalk Parking Structure Work Session

Ms. Puester Presented: The F lot and Tiger Dredge lot have been selected as the parking structure location by the Town Council. The Council has had a work session with the designers about a barrel roof design vs. gable roof design. There are concerns with the Land Use Guidelines with regard to the barrel roof design in this location and possible negative points. Before this design moves forward with more detail, we would like the Commission’s opinion on the code and potential points. Other policy items such as materials, layout, etc. are only conceptual at this point. The Council has determined that the structure exterior should look like a parking structure rather than being wrapped so that it can be easily identified. The barrel roof design raises concern because of the contemporary style and introduction of a new roof form in this area of town where there is none as well its proximity to the historic district. This would be the only barrel roof form in the area. Gable and shed roofs representative of the surrounding area. If the gable form concept moves forward, improvements can be made to the design such as a modern appearance that compliments the area, dropping the windows down to a pedestrian scale and using materials found in the area. Two questions (For the Commission): Would you give negative points (-3) to the barrel roof for dissimilarity with the Land Use Guidelines? Would you give negative points (-3) for a parking structure itself being dissimilar to buildings in the area? Keep in mind that this is a work in progress and the drawings have not been submitted however, we would like to get your input prior to the designers going forward with a more refined design.

Shannon Smith, Capital Projects Manager: In July the Council looked at four locations within the downtown area. After weighing various factors they decided on the Tiger Dredge/F-Lot location. The CDOT traffic analysis is also going to drive how many spaces are allowed and the flow of traffic.

Rick Holman, Town Manager: The area’s natural grade difference is beneficial to doing a multi-story structure that does not appear tall from S. Park Avenue. The current entrance for F Lot is unusual and leaves a lot of space unused. This new project will maximize the entire area and incorporate the unused space. We hope to move people to Beaver Run or the Gondola to avoid more traffic across S. Park Ave. (Mr. Schroder:

Is there any more talk of a pedestrian overpass?) (Mr. Holman: No, not anymore.) (Ms. Smith: Council's goals are for a modern look and identifiable as a parking structure.)

Commissioner Questions / Comments:

- Mr. Giller: The gable or barrel is vertical circulation and restrooms, anything else? (Ms. Smith: Probably not.) It looks bigger than you need. (Ms. Smith: There will be double bank elevators.)
- Mr. Schuman: Will there be restrooms there? (Ms. Smith: Yes.) Is there talk of an overpass? (Ms. Smith: We talked about it but we couldn't find a way to make it work. People will not want to walk up stairs to cross or get funneled by fences but we will do some other pedestrian crossing improvements at that area.) I see the pedestrian traffic crossing S. Park Ave getting worse, not better with this.
- Mr. Schroder: Do you think positioning it on the bend will discourage people from walking across S. Park Ave? (Ms. Smith: Yes, people will have to walk past the bus stop to cross the road so they will have a make a conscious choice of passing by the bus ride and walk across Park.)
- Ms. Dudney: Will the bus drop you at the Maggie? (Ms. Smith: No, it goes to Beaver Run or to the Gondola.)
- Mr. Schroder: On a side note, I think it would be cool to add vitality to the base of Peak 9 by including a walkway over at the Village rather than elsewhere by bus. Will there be a heated sidewalk since it will now be shaded? (Ms. Smith: We have talked a bit about it.) (Mr. Taylor, architect: We don't think the structure will over shadow the trail. There will be some in the afternoon.)
- Mr. Giller: How tall will the structure be at the east elevation, close to the river? (Mr. Taylor, architect: One supported level, so about 15 feet tall.) So the bigger visual impact is to the east side? (Mr. Taylor: The view from Adams Avenue will be two supported levels.) The east wall seems very tall for its location, it would be nice if you could pull it away another 10 feet from the river and the trail. I ask that you please be mindful and sensitive of that as you proceed.
- Ms. Leidal: In reference to negative points under 5R. Did they consider negative points for material? (Ms. Puester: We haven't at this point because there is no submittal, we haven't gotten details about materials. They are talking about incorporating natural material.)
- Ms. Dudney: Has it been the case that when something is stated as 'strongly encourage' you get negative points if you don't follow that? (Ms. Puester: Yes)
- Mr. Schroder: How did the Riverwalk Center fare points wise? (Ms. Puester: I can look at that in more detail but there were no points under 5R that came up as precedent) (Mr. Truckey: Keep in mind there is a 3 multiplier under Policy 5R.)

Public Comments:

Dan Corwin, local realtor: Capacity? Do you take traffic numbers off S. Park Avenue? Why not make it larger? Think future Flot development, Really like the location of the structure. I think there should be a bridge to the Village for safer pedestrian crossing. Seems counter intuitive to ask people to take a bus to Beaver Run instead of walk across the street. It is a mistake to make it look like a parking structure. People liked the parking structure idea because it could be wrapped. Make it look appealing instead. People will figure out that it is a parking structure. Riverwalk Center was rushed through and it is not pretty. We have the time to make this look really good. Make it amazing and fit into town, win awards for this design and tie it in to the Victorian look of town. Do not like the barrel roof concept here.

Commissioner Questions / Comments:

- Mr. Schroder: I am leaning toward the barrel roof. It is in a separate land use district. The Riverwalk Center is next door but it doesn't preclude a barrel. Let's call it out even more. The dissimilar architecture should get -3 points but I would go with the barrel roof.
- Mr. Giller: I feel that Breck's character should guide the structure design. The gable is more compatible. The barrel design is contrary to town. I understand architectural identity elements for structures but those should be reserved for something beautiful to highlight like Aspen's art museum example. For a utilitarian structure like this, I vote for a gable design.

- Ms. Leidal: I would give -3 points for dissimilarity of the roof forms. We should follow what is there now. I'm not opposed to it being a more modern gable design as staff suggested but a gable fits more with our mountain town. I don't have enough info to warrant another -3 points for the structure type. A parking structure is a unique building and we can't make it what it isn't. I was happy to hear you are working on the solid to void ratio.
- Mr. Lamb: I like the barrel roof. Aspen did a good job of blending two architectural styles in their historic district and I think we could do some of that too. The Riverwalk Center and the Village are not historic and we don't have any precedent for parking garages. I like the artist rendering and they are off to a good start. Negative three points for the barrel design.
- Ms. Dudney: I prefer a modern look but the barrel is too much. The gable would fit in better and make the design more modern with the gable. I would only give three negative points, not six.
- Mr. Schuman: I like the barrel roof. I feel it would be a double ding if you gave them -6. I would give the barrel -3 but I like it. I think it fits with the other modern buildings in the area. The modern architecture would raise the bar on the structure. I say bury the 15 foot wall in some type of material. I like concept one and I think it is off to a good start.
- Mr. Schroder: Will this building set precedent for the future in terms of architecture? (Ms. Puester: Yes, the points/design will set precedent.)
- Mr. Gerard: Aspen is working to remove cars from their downtown and moving parking out to satellite parking lots to preserve character. I understand you want to bring people to the downtown but 400 cars come with it. Big departure from the town character. Needs to fit into the core without barrel roofs if you are putting it here. The barrel roof sets a bad precedent. It is a mistake to not blend it in. I am in favor of the gable roof and in favor of a -6 point deduction to maintain our mining/mountain town feel.
- Mr. Truckey: Just to recap, the majority favors the gable roof form, it seems like most of you are in favor of -3 rather than -6 and that the dissimilarity from the surrounding buildings was not a concern.

2. Code Steering Committee Update

Mr. Truckey presented: We have had Christy and Gretchen represent the Commission as well as a few architects. I did dismiss the architects from the Steering Group since we have moved past the policies where their input was needed. We did some research regarding what our peer communities require for parking spaces for various uses. We considered a concern about under-parking in single family residence situations. We require two parking spots but most new homes typically have more than that with three car garages and driveway parking space. Short term rentals do impact parking. Another section of our code contains parking requirements for short term rentals. It requires that all parking must be accommodated on site, not in the right of way or in landscaped areas. If this becomes a problem the Town has the ability to enforce this. The Steering Group also discussed the code provision that allows large mixed use developments to submit a parking study to justify a change from the code requirements. The Group agreed to keep that provision but not allow it to be extended for projects that were less than 100,000 square feet. We are generally in line with other communities in regards to restaurant parking inside the parking service area. Outside of the service area the code requires parking spaces based on seating capacity and we would like it to change to square footage, as seating can be re-arranged. Based on peer communities, we are looking at 8-10 spaces per 1,000 square foot. The Town's industrial parking space requirements were on the high side. We intend to modify these requirements to be comparable with other jurisdictions and possibly move towards separate requirements for light industrial and warehousing. Supermarkets/grocery stores only have a specified parking requirement in downtown. Outside the service area, the requirement would default to general retail, which is not sufficient. We will be working on a new requirement. City Market's current parking capacity generally works pretty well so we intend to do a parking count there to see how that relates to their square footage.

Commissioner Questions / Comments:

- Mr. Schuman: Don't forget to count the dirt spots at City Market also. How did the parking at the Marriott work out? I hear they are having trouble mitigating lack of parking. (Ms. Puester: We haven't

gotten complaints through our office. If there is a problem, it hasn't spilled onto other properties.)

Mr. Schuman: Is there really adequate parking at City Market? (Mr. Truckey: I don't think that lot fills up except at peak times. You might not get a parking spot as close as you like but you almost always can get a spot.)

Ms. Dudney: Also consider the other merchants in the building.

Mr. Truckey: Revisited 4R- Mass. There is a provision for residential units to have 20% mass bonus but it doesn't apply in Land Use Districts 18 and 19. Makes sense in 19 which is core commercial but not in 18 which is mostly residential. Staff hasn't been able to determine a good reason to not provide the mass bonus in LUD 18, as adjacent districts 11 and 17 both allow the mass bonus. Does the Planning Commission have any input? (Mr. Kulick clarified the boundary of the area included in district 18, which takes in North French Street and the northernmost part of Ridge, bordered on the south by Wellington Road.)

Mr. Schuman: Most of it is built out? What would they do? (Mr. Truckey: Scrapes and renovations.)

Mr. Lamb: We should be fair across the board, if other nearby residential districts allow it. (Mr. Kulick: This is the only true residential area that doesn't get the bonus.)

Ms. Dudney: Seems like it might have been a mistake to leave them out of the bonus.

Ms. Liedal: I would like to know precedent and know who received the mass bonus.

Janet Sutterley, Local Architect: Certain projects in LUD 18 have received a mass bonus. We have an owner willing to take off a non-historic addition and add a garage, but they can only do it if the mass bonus is allowed. I see an opportunity for the town here to accomplish some historic restoration.

Mr. Truckey: There are obsolete sections of code that need to be purged. We are continuing to work through the rest of the Code.

TOWN COUNCIL REPORT:

- Called up Village Hotel murals. Scheduled for next Tuesday's Council meeting. We expect the Council will direct staff to amend the code to address murals.
- We may also receive some direction on code amendments for vendor carts, as some Council members seemed concerned that we had no limitation on number of carts outside the Conservation District.
- The majority of the Council supported moving forward with setting a 100% renewable energy goal community-wide by 2035. This will require a strong partnership with Xcel Energy.
- Save as You Recycle/Pay as you throw program. This would change the way you are billed for trash and recycling. Customers would be charged based on the size of trash container they used, thus encouraging them to recycle more. In other communities that have implemented this it has driven up recycling rates. Staff has been asked to further evaluate some portions of the program. The Council could consider action on this in spring 2018. If it was enacted it probably wouldn't be implemented until 2019.
- Employee housing deed restriction policy. It varies for different housing properties. In particular, the existing deed restriction for Valley Brook, Vic's Landing, Maggie Point, and Gibson Heights is of concern. Council implemented a new deed restriction for Denison Placer/Blue 52 which is our new model. The Council agreed to allow property owners in Valley Brook, etc. to opt into the new Blue 52 restriction, which would allow a two percent appreciation in resale prices annually. It would be implemented retroactively. Owners in those neighborhoods have six months to decide if they want to change their deed restrictions.

OTHER MATTERS:

1. 2018 Elections of Planning Commission Chair and Vice Chair

Mr. Lamb made a motion to nominate Ms. Leidal as the Chair of the Planning Commission for the next year. Mr. Gerard seconded, and the motion was carried unanimously.

Mr. Schroder made a motion to nominate Mr. Giller as the Vice Chair of the Planning Commission for the next year. Mr. Gerard seconded, and the motion was carried unanimously.

ADJOURNMENT:

The meeting was adjourned at 7:05 pm.

Dan Schroder, Chair



Memo

To: Breckenridge Town Council Members
From: Chris Kulick, Planner III
CC: Tim Berry, Town Attorney
Date: 11/8/2017
Subject: Village Hotel Exterior Remodel De Novo Hearing

The Planning Commission approved the Village Hotel Exterior Remodel at their October 17, 2017 meeting with a vote of 7-0 with a passing score of zero (0) points.

The Town Council voted to call up the decision at the October 24, 2017 meeting primarily with concerns regarding the proposal for two large murals. The Council voted in favor of a de novo hearing for further review and discussion at the November 14, 2017 meeting.

Since the Town Council meeting, staff has added a condition of approval to address the concern of the murals being used as advertising:

8. Applicant shall submit renderings indicating the location and content of all artwork to the Town for review prior to initiating work to ensure that the artwork does not constitute advertising.

The Town Attorney has provided a separate Decision Document for the Town Council's review.

Staff will be available at the meeting for any questions.

Town Council De Novo Staff Report

- Subject:** Village Hotel Exterior Remodel De Novo Hearing
(Class C Minor; PL-2017-0534)
- Proposal:** An exterior remodel to the Village Hotel. The proposal includes changing the color of the stucco, adding new trim and wood finishes and adding two large exterior wall murals. The project will also include a substantial interior remodel in which existing uses are being relocated within. However, no new uses are proposed. There are no proposed changes to the existing site plan, including circulation, drainage and landscaping, with this application.
- Date:** November 7, 2017 (for meeting of November 14, 2017)
- Project Manager:** Chris Kulick, AICP
- Applicant/Owner:** Village at Breckenridge Acquisition Corporation
- Agent:** Chris Woldum, Zeppelin Development
- Address:** 605 South Park Avenue
- Legal Description:** Lot 7, Village at Breckenridge Sub #1
- Site Area:** 0.75 acres (32,670 sq. ft.)
- Land Use District:** 23, Residential 20 Units per Acre (Subject to the Village at Breckenridge Master Plan)
- Site Conditions:** The north and south sides of the property have small landscaped areas. The west side of the property has a 10' access and utility easement for access and parking. The east side of the property has a Blue River drainage easement. A utility easement is located in the northwest corner of the property.
- Adjacent Uses:** Mixed Use
- Density/Mass:** No change
- Height:** No change
- Parking/Snowstack:** No change

Item History

The Village Hotel was constructed in 1985. There have been several minor improvements (re-roof, staining, etc.) to the exterior since.

The Planning Commission approved the Village Hotel Exterior Remodel, PL-2017-0534, on October 17, 2017.

The Town Council voted to call up the decision at the October 24th meeting, to be heard as a de novo hearing at their next regularly scheduled meeting. As this is a Class C application, no public notice was required per Development Code Section 9-1-18-5(a).

Section 9-1-18-5 Call Up Process (a.) Class C applications shall be heard at the council's next regularly scheduled meeting following the vote to call up the application, unless the applicant consents to another hearing date. No notice is required.

Staff Comments

Architectural Compatibility (5/A & 5/R): The existing finishes on each building include stucco as the primary façade material, with natural stone and wood accents and trim. The exterior modifications are fairly minor with the stucco to be painted a dark gray color and the wood accents to be changed to a natural stain color and meet the chroma limitations. Additionally, the semi-circle opening above the front entrance is proposed to be filled in to provide a better surface for signage. Changes in signage are not being reviewed with this application and will require a separate sign permit. The Planning Commission had no concerns with the proposed architectural changes to the building.

The applicants are also proposing two large murals on the east and south building elevations. The Planning Commission found Policy 5 does not have any language that directly regulates artwork, such as murals, thus they found the creation of murals is only governed by Policy 43: Public Art and the Town Sign Code which specifically contemplate artwork. The Commission also found the three color limitation in Policy 5/A is not applicable to artwork.

9-1-19-5A: POLICY 5 (ABSOLUTE) ARCHITECTURAL COMPATIBILITY:

The number of colors used on one structure is limited to three (3); this does not include specifically appropriate additional colors as listed in the architectural color placement list in the design guidelines for such elements as window sashes, porch floors, ceiling half timbers, or roof coverings.

9-1-19-5R: POLICY 5 (RELATIVE) ARCHITECTURAL COMPATIBILITY:

The town hereby finds that excessive similarity, dissimilarity, or poor quality design of any building adversely affects the desirability of the immediate area and the community as a whole, and by so doing impairs the benefits of existing property owners, the stability and value of real property, produces degeneration of property with attendant deterioration of conditions affecting health, safety, and general welfare of the community, and destroys a proper relationship between the taxable value of real property and the cost of municipal services provided therefor. Features of design include, but are not limited to, size, shape, scale, proportions, solid to void ratios, texture, pattern and color of materials, and architectural elements and details.

3 x (- 2/+2)	A.	<i>General Architectural And Aesthetic Compatibility: All proposed new developments, alterations, or additions are strongly encouraged to be architecturally compatible with the general design criteria specified in the land use guidelines. It is strongly encouraged that cut and fill slopes be kept to a minimum, and that the site, when viewed from adjacent properties, be integrated into its natural surroundings as much as possible. In addition, excessive similarity or dissimilarity to other structures existing, or for which a permit has been issued,</i>
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		or to any other structure included in the same permit application, facing upon the same or intersecting streets within the same or adjacent land use districts is discouraged. This subsection A only applies to areas outside of the historic district.
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Exterior building materials and colors should not unduly contrast with the site's background. The use of natural materials, such as logs, timbers, wood siding and stone, are strongly encouraged because they weather well and reflect the area's indigenous architecture. Brick is an acceptable building material on smaller building elements, provided an earth tone color is selected. Stucco is an acceptable building material so long as an earth tone color is selected, but its use is discouraged and negative points shall be assessed if the application exceeds twenty five percent (25%) on any elevation as measured from the bottom of the fascia board to finished grade. Such measurement shall include column elements, windows and chimneys, but shall not include decks and railing elements. Fiber cement siding may be used without the assignment of negative points only if there are natural materials on each elevation of the structure (such as accents or a natural stone base) and the fiber cement siding is compatible with the general design criteria listed in the land use guidelines. Roof materials should be nonreflective and blend into the site's backdrop as much as possible. Inappropriate exterior building materials include, but are not limited to, untextured exposed concrete, untextured or unfinished unit masonry, highly reflective glass, reflective metal roof, and unpainted aluminum window frames. This subsection A applies only to areas outside of the conservation district, but does not apply to the Cucumber Gulch overlay protection district (see section 9-1-19-5A, "Policy 5 (Absolute) Architectural Compatibility", subsection D, of this chapter).

Public Art (43/A & 43/R): Policy 43/A stipulates that art, including murals, should only be reviewed for site functionality, not for content or aesthetics. Additionally, Policy 43/R is only relevant if the application is requesting positive points for public art. Negative points cannot be awarded under Policy 43/R.

***PUBLIC ART:** A work of art located on public or **private property** which is accessible to the public. Public art includes, but is not limited to, **painting**, sculpture, **graphic arts**, tile, mosaics, photography, earthworks, environmental installations and **decorative arts**.*

9-1-19-43A: POLICY 43 (ABSOLUTE) PUBLIC ART:

*An application for a class C or class D minor development permit for the placement of public art **shall be reviewed only for site function suitability, and not for content of the public art or aesthetics**. The public art commission shall not review such applications unless specifically requested to do so by the planning commission. (Ord. 1, Series 2014)*

9-1-19-43R: POLICY 43 (RELATIVE) PUBLIC ART:

The placement of art in public places enriches, stimulates and enhances the aesthetic experience of the town. The town's public art program is designed to complement the visual experience that is the cornerstone of the town's identity. The town recognizes and rewards the efforts of applicants who place art in publicly accessible areas on private property by providing an incentive as hereafter provided in this policy.

1	x	A.	Class A and B development permit applicants may receive a maximum of one positive point (+1) if the planning commission finds, based upon a
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	<i>recommendation from the public arts commission, that public art is proposed to be provided as a part of a proposed project which meets the following requirements: (Ord. 35, Series 1996)</i>
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- (1) The public art meets the site selection criteria set forth in the art in public places master plan which is a correlative document to this code.*
- (2) The public art meets the artwork selection criteria set forth in the art in public places master plan which is a correlative document to this code. (Ord. 10, Series 2006)*
- (3) The internal circulation of the proposed site is adequate to allow for reasonable and safe public access to the artwork.*
- (4) The placement of the art on the proposed site does not result in the assessment of any negative points under other policies of this code.*
- (5) The placement of the art on the proposed site complies with all applicable building and technical codes.*
- (6) The applicant provides the town with adequate assurances that the artwork will be privately owned, maintained and insured.*

No more than one positive point shall be awarded to an applicant under this policy regardless of the number of pieces of public art placed on the site.

All public art for which a positive point is awarded pursuant to this policy shall remain permanently on the site, unless removal or relocation of such artwork is approved by the town pursuant to either a modification of the existing development permit or the issuance of a new development permit. (Ord. 35, Series 1996)

Since the applicants are not seeking positive points for the murals the Planning Commission only reviewed the murals for site function suitability, and not for the content or aesthetics. Based on this criteria, the Planning Commission believed the proposed murals meet the criteria of Policy 43.

Sign Code (Section: 8-2): The Planning Commission also reviewed the proposed murals against the Town Sign Code. Murals are exempt from the sign code as long as they are not used in connection with commercial promotion or as an advertising device.

8-2-6: EXEMPTIONS:

Subject to the hereinafter specified conditions and limitations, and provided that the following signs or sign devices are not prohibited by section 8-2-15 of this chapter, the following are exempted from the provisions of this chapter: (Ord. 23, Series 1989)

C. Art: Works of art not used in connection with a commercial promotion or as an advertising device. These displays may be subject to the rules on outdoor display of merchandise set forth in title 9, chapter 7 of this code. (Ord. 6, Series 2004)

The Planning Commission found the proposed murals acceptable so long as they are not used in connection with commercial promotion or as an advertising device. To ensure the murals will not be used as signage the following conditions have been added:

8. Applicant shall submit renderings indicating the location and content of all artwork to the Town for review prior to initiating work to ensure that the artwork does not constitute advertising.

18. Murals or artwork located on the property may not be used in connection with commercial promotion or as an advertising device.

Point Analysis (Section: 9-1-17-3): As presented, the Planning Commission found the application passed all absolute policies and has not incurred any positive or negative points under the relative policies of the Development in the Code.

Planning Commission Decision

The Planning Commission approved the Village Hotel Exterior Remodel (PL-2017-0534), showing a passing score of zero (0) points along with the attached Findings and Conditions.

TOWN OF BRECKENRIDGE

Village Hotel Exterior Remodel
Lot 7, Village at Breckenridge Sub #1
605 South Park Avenue
PL-2017-0534

FINDINGS

1. The project is in accord with the Development Code and does not propose a prohibited use.
2. The project will not have significant adverse environmental impact or demonstrative negative aesthetic effect.
3. All feasible measures mitigating adverse environmental impacts have been included, and there are no economically feasible alternatives, which would have less adverse environmental impact.
4. This approval is based on the staff report dated **September 27, 2017**, and findings made by the Planning Commission with respect to the project. Your project was approved based on the proposed design of the project and your acceptance of these terms and conditions imposed.
5. The terms of approval include any representations made by you or your representatives in any writing or plans submitted to the Town of Breckenridge, and at the hearing on the project held on **November 14, 2017** as to the nature of the project. In addition to Commission minutes, the audio of the meetings of the Commission are recorded.

CONDITIONS

1. This permit does not become effective, and the project may not be commenced, unless and until the applicant accepts the preceding findings and following conditions in writing and transmits the acceptance to the Town of Breckenridge.
2. If the terms and conditions of the approval are violated, the Town, in addition to criminal and civil judicial proceedings, may, if appropriate, issue a stop order requiring the cessation of work, revoke this permit, require removal of any improvements made in reliance upon this permit with costs to constitute a lien on the property and/or restoration of the property.
3. This permit expires eighteen (18) months from date of issuance, on **May 14, 2019**, unless a building permit has been issued and substantial construction pursuant thereto has taken place. In addition, if this permit is not signed and returned to the Town within 30 days from the permit mailing date, the duration of the permit shall be 18 months, but without the benefit of any vested property right.
4. The terms and conditions of this permit are in compliance with the statements of the staff and applicant made on the evidentiary forms and policy analysis forms.
5. Nothing in this permit shall constitute an agreement by the Town of Breckenridge to issue a certificate of occupancy for the project covered by this permit. The determination of whether a certificate of occupancy should be issued for such project shall be made by the Town in accordance with the applicable provisions of the Town Code, including, but not limited to the building code.
6. All hazardous materials used in construction of the improvements authorized by this permit shall be disposed of properly off site.
7. Each structure which is authorized to be developed pursuant to this permit shall be deemed to be a separate phase of the development. In order for the vested property rights associated with this permit to be extended pursuant to Section 9-1-17-11(D) of the Breckenridge Development Code, substantial construction must be achieved for each structure within the vested right period of this permit.

PRIOR TO ISSUANCE OF BUILDING PERMIT

- 8. Applicant shall submit renderings indicating the location and content of all artwork to the Town for review prior to initiating work to ensure that the artwork does not constitute advertising.**
9. Any exposed foundation wall in excess of 12 inches shall be finished (i.e. textured or painted) in accordance with the Breckenridge Development Code Section 9-1-19-5R.
10. Applicant shall identify all existing trees, which are specified on the site plan to be retained, by erecting temporary fence barriers around the trees to prevent unnecessary root compaction during construction. Construction disturbance shall not occur beyond the fence barriers, and dirt and construction materials or debris shall not be placed on the fencing. The temporary fence barriers are to remain in place until issuance of the Certificate of Occupancy.
11. Existing trees designated on the site plan for preservation which die due to site disturbance and/or construction activities will be required to be replaced at staff discretion with equivalent new trees, i.e. loss of a 12 inch diameter tree flagged for retention will be offset with the addition of four 3-inch diameter new trees.
12. Applicant shall submit and obtain approval from the Town of a construction staging plan indicating the location of all construction material storage, fill and excavation material storage areas, portolet and dumpster locations, and employee vehicle parking areas. No staging is permitted within public right of way without Town permission. Any dirt tracked upon the public road shall be the applicant's responsibility to remove. Contractor parking within the public right of way is not permitted without the express permission of the Town, and cars must be moved for snow removal. A project contact person is to be selected and the name provided to the Public Works Department prior to issuance of the building permit.

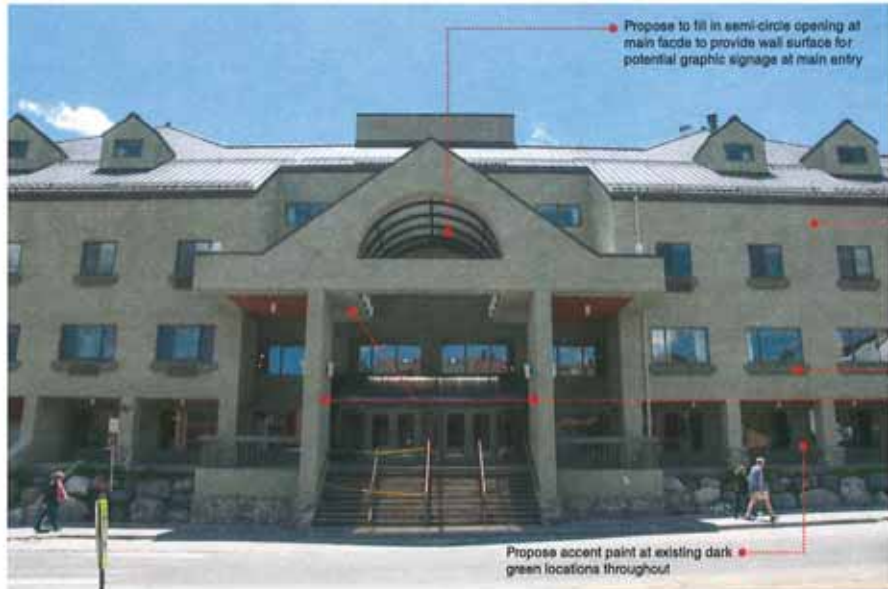
PRIOR TO ISSUANCE OF CERTIFICATE OF COMPLETION

13. Applicant shall revegetate all disturbed areas with a minimum of 2 inches topsoil, seed and mulch.
14. Applicant shall remove leaf clutter, dead branches and dead standing trees from the property, dead branches on living trees shall be trimmed to a minimum height of six (6) feet and a maximum height of ten (10) feet above the ground.
15. Applicant shall remove all vegetation and combustible material from under all eaves and decks.
16. Applicant shall paint all garage doors, metal flashing, vents, flues, rooftop mechanical equipment, meters, and utility boxes on the building a flat, dark color or to match the building color.
17. Applicant shall screen all utilities.
- 18. Murals or artwork located on the property may not be used in connection with commercial promotion or as an advertising device.**
19. All exterior lighting on the site or buildings shall be fully shielded to hide the light source and shall cast light downward. Exterior residential lighting shall not exceed 15' in height from finished grade or 7' above upper decks.
20. At all times during the course of the work on the development authorized by this permit, the permittee shall refrain from depositing any dirt, mud, sand, gravel, rubbish, trash, wastepaper, garbage, construction material, or any other waste material of any kind upon the public street(s) adjacent to the construction site. Town shall provide oral notification to permittee if Town believes that permittee has violated this condition.

If permittee fails to clean up any material deposited on the street(s) in violation of this condition within 24 hours of oral notice from Town, permittee agrees that the Town may clean up such material without further notice and permittee agrees to reimburse the Town for the costs incurred by the Town in cleaning the streets. Town shall be required to give notice to permittee of a violation of this condition only once during the term of this permit.

21. The development project approved by this Permit must be constructed in accordance with the plans and specifications, which were approved by the Town in connection with the Development Permit application. Any material deviation from the approved plans and specifications without Town approval as a modification may result in the Town issuing a Stop Work Order and/or not issuing a Certificate of Occupancy or Completion for the project, and/or other appropriate legal action under the Town's development regulations. A Stop Work Order may not be released until a modification to the permit is reviewed and approved by the Town. Based upon the magnitude of the modification, another hearing before the Planning Commission may be required.
22. No Certificate of Occupancy or Certificate of Completion will be issued by the Town until: (i) all work done pursuant to this permit is determined by the Town to be in compliance with the approved plans and specifications for the project, and all applicable Town codes, ordinances and standards, and (ii) all conditions of approval set forth in the Development Permit for this project have been properly satisfied. If either of these requirements cannot be met due to prevailing weather conditions, the Town may issue a Certificate of Occupancy or Certificate of Compliance if the permittee enters into a Cash Deposit Agreement providing that the permittee will deposit with the Town a cash bond, or other acceptable surety, equal to at least 125% of the estimated cost of completing any required work or any applicable condition of approval, and establishing the deadline for the completion of such work or the satisfaction of the condition of approval. The form of the Cash Deposit Agreement shall be subject to approval of the Town Attorney. "Prevailing weather conditions" generally means that work cannot be done due to excessive snow and/or frozen ground. **As a general rule, a cash bond or other acceptable surety will only be accepted by the Town between November 1 and May 31 of the following year. The final decision to accept a bond as a guarantee will be made by the Town of Breckenridge.**
23. Applicant shall submit the written statement concerning contractors, subcontractors and material suppliers required in accordance with Ordinance No. 1, Series 2004.
24. The development authorized by this Development Permit may be subject to the development impact fee imposed by Resolution 2006-05 of the Summit County Housing Authority. Such resolution implements the impact fee approved by the electors at the general election held November 7, 2006. Pursuant to intergovernmental agreement among the members of the Summit Combined Housing Authority, the Town of Breckenridge is authorized to administer and collect any impact fee which is due in connection with development occurring within the Town. For this purpose, the Town has issued administrative rules and regulations which govern the Town's administration and collection of the impact fee. ***Applicant will pay any required impact fee for the development authorized by this Development Permit prior to the issuance of a Certificate of Occupancy.***

(Initial Here)



Exterior Street Elevation

Propose to fill in semi-circle opening at main facade to provide wall surface for potential graphic signage at main entry

Propose accent paint at existing dark green locations throughout



Primary Exterior Stucco Paint Color



Wood Accents to vertical and soffited surfaces of main entrance



Exterior Wood Accents

MURALS + EXTERIOR LIGHTING

Propose to commission mural artist for one or both stair cores at east and west of building along with some exterior lighting to highlight key parts of the building from various vantage points.

Example image below (Shepard Fairey)



Interior Plywood Platform Beds



A-Frame Structures - Public Space Thresholds - Interior/ Exterior relationships



Interior Plywood Accents



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Breck Hotel

535 South Park Avenue, Breckenridge, CO

Project Number	2017-003-01
Issue	CLASS 'C' APPLICATION
Date	09/11/2017
Drawn By	DNBA
Checked By	JL
Revised	

Sheets
MATERIALS BOARD

A-106

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4 NORTH BUILDING ELEVATION - EXISTING
1/8" = 1'-0"



3 NORTH BUILDING ELEVATION - PROPOSED
1/8" = 1'-0"



EXISTING PHOTO OF NORTH ELEVATION



1 EAST BUILDING ELEVATION - EXISTING
1/8" = 1'-0"



1 EAST BUILDING ELEVATION - PROPOSED
1/8" = 1'-0"

AREA OF PROPOSED WORK
ARTIST TWO SEE EXAMPLE
IMAGE ON SHEET A-108

SCOPE OF EXTERIOR WORK:
 • PAINT EXTERIOR STUCCO AND HOTEL ROOM HVAC UNIT ON EXTERIOR.
 • TOUCH-UP AND REFRESH MATERIAL AROUND HOTEL ROOM HVAC UNITS.



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ARCHITECTURE

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Breck Hotel
 535 South Park Avenue, Breckenridge, CO

Project Number: 2017-023-00
 Issue: CLASS 'C' APPLICATION
 Date: 09/15/2017
 Drawn By: LRF
 Checked By: JH
 Revision:

Sheet No: DISTINGUISH PROPOSED SECTIONS

A-104

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1 SOUTH BUILDING ELEVATION - EXISTING
A-105 08'-11"



1 SOUTH BUILDING ELEVATION - PROPOSED
A-105 08'-11"



1 WEST BUILDING ELEVATION - EXISTING
A-105 08'-11"



1 WEST BUILDING ELEVATION - PROPOSED
A-105 08'-11"



EXISTING PHOTO FROM SOUTH WEST



EXISTING PHOTO OF WEST ELEVATION

SCOPE OF EXTERIOR WORKS
 • PAINT EXTERIOR STUCCO AND HOTEL ROOM HVAC UNIT ON EXTERIOR.
 • TOUCH UP AND REFRESH MATERIAL AROUND HOTEL ROOM HVAC UNITS.



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Breck Hotel
 535 South Park Avenue, Breckenridge, CO

Project Number	2017-00161
Work	CLASSIFICATION
Date	09/11/2017
Drawn By	LM
Checked By	JL
Revised	

Sheet No.
**EXISTING REPAIRS
 ELEVATIONS**

A-105

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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.

November 2017

Thursday, Nov. 9, 2017	7:00am	Coffee Shops in Town	Wake Up Breck
Friday, Nov. 10, 2017	8:00am - 9:00am	Mom's Baking Co	Coffee Talk
Friday, Nov. 10, 2017	All Day	Breckenridge Ski Resort	Opening Day
Tuesday, Nov. 14, 2017	2:00pm - 3:00pm	Blue 52	Ribbon Cutting for Blue 52
Tuesday, Nov. 14, 2017	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Tuesday, Nov. 28, 2017	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

December 2017

Friday, Dec. 1, 2017		Town of Breckenridge Employee Holiday Party	
Saturday, Dec. 2, 2017	All Day	Main Street	Lighting of Breck / Race of the Santas
Tuesday, Dec. 12, 2017	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Dec. 14 - 17, 2017	All Day	Breckenridge Ski Resort	Dew Tour

Other Meetings

November 14th, 2017	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 1:30pm
November 20th, 2017	Breckenridge Creative Arts	4:15pm
November 21st, 2017	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
November 22nd, 2017	Summit Combined Housing Authority	9:00am
November 27th, 2017	Open Space & Trails Meeting	5:30pm
November 28th, 2017	Board of County Commissioners Meeting	9:00am / 1:30pm
November 29th, 2017	Summit Stage Transit Board Meeting	8:15am
November 30th, 2017	Breckenridge Tourism Office Board Meeting	8:30am
December 5th, 2017	Breck Forward Task Force Meeting Board of County Commissioners Meeting Planning Commission Meeting	8:00am 9:00am 5:30pm
December 6th, 2017	Breckenridge Events Committee Childcare Advisory Committee	9:00am 3:00pm
December 7th, 2017	Northwest Council of Governments RW&B Board Meeting	10:00am 3:00pm
December 12th, 2017	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 1:30pm
December 13th, 2017	Breckenridge Heritage Alliance	Noon
December 14th, 2017	Upper Blue Sanitation District	5:30pm
December 19th, 2017	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
January 3rd, 2018	Police Advisory Committee Breckenridge Events Committee Childcare Advisory Committee	7:30am 9:00am 3:00pm
January 11th, 2018	I-70 Coalition	1:00pm
January 19th, 2018	CAST	7:45am
March 1st, 2018	QQ - Quality and Quantity - Water District	10:00am