



TOWN OF
BRECKENRIDGE

Town Council Regular Meeting

Tuesday, September 11, 2018, 7:00 PM

Council Chambers

150 Ski Hill Road

Breckenridge, Colorado

*Report of the Town Manager, Report of the Mayor and Council Members, Scheduled Meetings, and Other Matters are topics listed on the 7:00 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF MINUTES

A. TOWN COUNCIL MINUTES - AUGUST 28, 2018

III. APPROVAL OF AGENDA

IV. COMMUNICATIONS TO COUNCIL

A. CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

B. BRECKENRIDGE TOURISM OFFICE UPDATE

C. BRECKENRIDGE SKI RESORT UPDATE

V. CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2018 - PUBLIC HEARINGS

1. *COUNCIL BILL NO. 21, SERIES 2018 - AN ORDINANCE APPROVING A LEASE WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, AND CUCUMBER CREEK ASSOCIATES, LLC, A COLORADO LIMITED LIABILITY COMPANY*

2. *COUNCIL BILL NO. 22, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF OBSTRUCTING A PEACE OFFICER, FIREFIGHTER, EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE SPECIALIST, OR VOLUNTEER BY USE OF AN UNMANNED AIRCRAFT SYSTEM (UAS)*

VI. NEW BUSINESS

A. FIRST READING OF COUNCIL BILLS, SERIES 2018

1. *COUNCIL BILL NO. 23, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 7 OF TITLE 1 OF THE BRECKENRIDGE TOWN CODE CONCERNING OATHS*

2. *COUNCIL BILL NO. 24, SERIES 2018 - AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2010 EDITION, CONCERNING ELECTRICAL PERSONAL ASSISTIVE MOBILITY DEVICES*

B. RESOLUTIONS, SERIES 2018

C. OTHER

VII. PLANNING MATTERS

A. PLANNING COMMISSION DECISIONS

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. WOLFE)

D. BRECKENRIDGE HERITAGE ALLIANCE (MS. GIGLELLO)

E. BRECKENRIDGE CREATIVE ARTS (MS. LAWRENCE)

F. BRECKENRIDGE EVENTS COMMITTEE (MS. GIGLIELLO)

X. OTHER MATTERS

XI. SCHEDULED MEETINGS

A. SCHEDULED MEETINGS FOR SEPTEMBER AND OCTOBER

XII. ADJOURNMENT

I) CALL TO ORDER, ROLL CALL

Mayor Mamula called the meeting of August 28, 2018 to order at 7:00 pm. The following members answered roll call: Ms. Lawrence, Mr. Carleton, Mr. Bergeron, Ms. Gigliello, Ms. Wolfe, Mr. Gallagher and Mayor Mamula.

II) APPROVAL OF MINUTES

A) TOWN COUNCIL MINUTES – AUGUST 14, 2018

With no changes or corrections to the meeting minutes of August 14, 2018, Mayor Mamula declared they would stand approved as submitted.

III) APPROVAL OF AGENDA

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

IV) COMMUNICATIONS TO COUNCIL

A) CITIZEN'S COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)

Mayor Mamula opened Citizen's Comment.

Ms. Riley Lopez stated she was speaking on behalf of the “Waste Less Summit” campaign. She further stated a goal of this campaign is to increase the diversion rate of the waste stream for restaurants. She also thanked council for the reusable bag campaign for the community and stated the Waste Less Summit Campaign is working to reduce other kinds of waste in the community, including single use plastic, straws, stirrers and other things. She stated the group would like to work with Town and local businesses to keep the community clean and reduce waste.

Ms. Beth Groundwater, a Breckenridge resident, stated she would like to propose a plastic bottle deposit and refund plan. She further stated she would like to encourage reusable metal bottles and the use of refill stations in order to send the message to stay hydrated and be sustainable. Ms. Groundwater stated bottle refunds increase recycling through a deposit and refund program, and Breckenridge leads the way as an environmental leader.

Ms. Amy Kemp, a business owner in Breckenridge, stated the CampSight innovation and marketing event will take place in Breckenridge in September. She further stated this event is intended to support the local community, and she invites Council to attend. Ms. Kemp stated Campsight is the evolution of Camp 9600, and she believes it will create a new event with an expanded focus and renewed spirit. Ms. Kemp stated presenters include MeowWolf, Carhart, Otterbox, Airstream, Outdoor Industry Association, Smartwool, and BreckCreate. She thanked the BTO for believing in this event from the start, and she thinks the community supports it and engages with it and is excited to see it continue in this form.

Mr. Scott Brockmeier, who was involved with Camp 9600, stated he will be involved with Campsight this year and he believes it's a great networking event with great ideas. Campsight will take place September 23-25 in Breckenridge.

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

V) CONTINUED BUSINESS

A) SECOND READING OF COUNCIL BILLS, SERIES 2018 - PUBLIC HEARINGS

- 1) COUNCIL BILL NO. 20, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE TOWN OF BRECKENRIDGE "BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE," CONCERNING ACCOMMODATION UNITS; REQUIRING A LOCAL AGENT FOR EACH ACCOMMODATION UNIT; IMPOSING AN ACCOMMODATION UNIT ADMINISTRATIVE FEE; MAKING CERTAIN REQUIRED FINDINGS WITH RESPECT TO SUCH FEE; AUTHORIZING INSPECTIONS OF ACCOMMODATION UNITS; AND MAKING OTHER AMENDMENTS TO THE BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE

Mayor Mamula read the title into the minutes.

Mr. Brian Waldes reviewed the ordinance from first reading and noted that the Town has incorporated feedback from the public into the second reading version of the ordinance and draft Administrative Regulations. He further stated some of the changes made between readings include renaming the local agent the “responsible agent”, adding the option for an alternate agent, tying the payment of the license fee to the issuance of the license, clarifying the meaning of “response”, and requiring advanced notice for an inspection, among other things.

Mr. Berry stated Council should refer to version of the ordinance handed out at the meeting, and noted that the Admin Regulations will not be approved tonight, but at a later time.

Ms. Wolfe asked about the responsible agent requirement in a situation where the police need to be called. Mr. Waldes stated the agent can call the police and then call the call center back to let them know it was resolved. Mr. Holman noted that the responsible agent will need to ask for an officer contact on the call to get additional information.

Mr. Waldes stated these restrictions are less restrictive than other areas, including Vail and Boulder, and Summit County’s proposed ordinance.

Mayor Mamula opened the public hearing.

Ms. Harida Duval, of 214 Marksberry Way, stated she lives in the Highlands and 6 of approximately 30 homes are full-time rentals. She further stated they are big homes that fit 2-4 families at a time, and as a regular occurrence they have 8 or more cars in the driveway, trailers, tents and more. She stated she is concerned that this ordinance places the reporting burden on the neighbors, and from her perspective this is a residential area and these homes are commercial money generators for absentee owners. She stated that unless that piece gets addressed, these problems will continue to occur and that's not why she moved here.

Ms. Rema Sinclair, of Settler's Drive next to the Breckenridge Nordic Center, stated she agrees with Ms. Duval regarding commercial investments in residential areas. She further stated she is concerned about fire burning, and would like to know how the call center information will be available. She also stated the 60 minute response time is maybe too long when cars are blocking her driveway and her daughter needs to go to school.

Mr. Doug Burn, of 83 Forest Circle, stated a recent concert at the Recreation Center was loud, and he called Police Dispatch, but did not receive a call back so he went to venue and the police department was measuring the decibels of the noise. He further stated there's no ordinance that controls the decibels of live concerts, and when he asked the Rec Center about it they told him to go to Summit Foundation, who told him to go to the BCA. He further stated government is a shot-gun approach, and it can't make him care for his neighborhood. Mr. Burn stated he would like to hold the individuals accountable with the existing laws.

Mr. Jim Bradley, a Breckenridge resident, stated he still has to deal with the occupancy issues in the rental homes near him, and the County has come up with a calculation to count people in bedrooms. He further stated that over-occupancy creates a lot of problems, and the County is also restricting number of cars, and we could limit the number of cars as well. Mr. Bradley stated Scottsdale prohibits all short-term rentals.

Mr. Isaac Roy, a new resident to Breckenridge, stated he wants to live and die in Breckenridge, and would like to see lenient and reasonable restrictions for short term rentals.

Mr. Johnathon Smith, of Nashville, Tennessee, who also owns a unit at 505 South Main Street, stated he owns many properties all over the country and his phone is always on, and he can fly in to resolve issues. Mr. Smith was concerned about the 60 minute response time. He also noted that in Nashville, 70% of VRBOs are illegal and

if you get caught, you get penalized. He also stated that from an investor perspective, he wants his properties to be great and get good reviews and he is a responsible owner.

Ms. Anne Kerr, who owns a condo at the Lift, asked if she has a property management company that handles rentals, does that count for a local agent. Council responded yes.

Mr. David Wilcox, speaking on behalf of the Breckenridge Lodging Association, stated the Association appreciates the Town's efforts and what is in this ordinance is what they are already doing. He further stated he thinks it's important that Council knows how supportive the Association is of this ordinance, and that the lodging companies exist to help make sure the community character stays the same. Mr. Wilcox also added that the BLA gives back to the community, and the employees live where they work and care for the community.

Mr. Dan Corwin, a Breckenridge resident and realtor, stated he believes this needs to be done, as the Town will continue to see more Air BNBs and VRBOs and there are a lot of absentee owners. He further stated this ordinance is for the owners that aren't doing well, and if you buy here you should know the regulations and make sure you don't offend your neighbors. He also stated it would be difficult to limit people and cars, but there is a responsibility to be a good neighbor.

Mr. Phil Mervis, a realtor, asked if the responsible agent has direct contact with the call center, and is it locally based. Council stated the call center will call the agent when an issue is reported, and we have not chosen a call center yet to know where it will be located.

Mr. Mike Hessel, representing Peak Property Management, stated he agrees with the letter from Mr. Wilcox, and clarified that HOAs won't be the responsible agent for homeowners. He then thanked Council for this ordinance.

There were no comments and the public hearing was closed.

Mr. Carleton stated this is a good ordinance and we responded to public comments from the first reading. He further stated he thinks this is the big picture and we can tweak the administrative regulations as we go. Mr. Carleton added he hopes this will work as a preventative measure, and it will motivate bad homeowners to screen their tenants more thoroughly.

Mr. Gallagher stated he supports this ordinance because we have consciously stayed away from violating private property rights, since that's not government's role. He further stated this ordinance is meant to respect the rights of the neighbors and the community. He added that most laws are passed for the 1-2 percent, accountability needs to happen for those owners, and this is the right thing to do for the community.

Ms. Lawrence stated the second you decide to rent your property, you become a small business owner, and this ordinance isn't onerous for the people who are good property owners. She further stated we owe it to guests and residents to provide a good experience.

Mr. Bergeron stated he doesn't believe this will be a huge issue and it gives someone a mechanism to deal with neighborhood problems.

Ms. Gigliello stated there are lots of ways to reach out to neighbors about your renters, and to screen renters. She stated she appreciates that this is a softer approach for some, and maybe too much for others, and she hopes you have heard both sides tonight.

Ms. Wolfe stated the accountability will go to the owner of the property, and education must be done with renters, and as long as the renters are respectful, we can get along.

Mayor Mamula stated we are a short-term rental community, and the majority of people who come here stay in these kinds of units. He stated that up until recently,

property management companies have managed these units, and now anyone can rent their homes and have zero contact with their guests. Mayor Mamula stated the Town has talked about this for a very long time, he has picked up more trash than he should as a homeowner, and it's not his job to fix problems with a commercial business. He stated he should be able to call one number to report problems, and the police can take a step if needed. Mayor Mamula also stated that the Town is not taking money from property management companies for this, as some have accused. He stated this is a good first step and thanks to everyone who came out to this meeting and last meeting and offered feedback.

Mr. Bergeron moved to approve COUNCIL BILL NO. 20, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE, KNOWN AS THE TOWN OF BRECKENRIDGE "BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE," CONCERNING ACCOMMODATION UNITS; REQUIRING A LOCAL AGENT FOR EACH ACCOMMODATION UNIT; IMPOSING AN ACCOMMODATION UNIT ADMINISTRATIVE FEE; MAKING CERTAIN REQUIRED FINDINGS WITH RESPECT TO SUCH FEE; AUTHORIZING INSPECTIONS OF ACCOMMODATION UNITS; AND MAKING OTHER AMENDMENTS TO THE BUSINESS AND OCCUPATIONAL LICENSES AND TAX ORDINANCE. Ms. Gigliello seconded the motion.

The motion passed 7-0.

VI) NEW BUSINESS

A) FIRST READING OF COUNCIL BILLS, SERIES 2018

- 1) COUNCIL BILL NO. 21, SERIES 2018 - AN ORDINANCE APPROVING A LEASE WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, AND CUCUMBER CREEK ASSOCIATES, LLC, A COLORADO LIMITED LIABILITY COMPANY

Mayor Mamula read the title into the minutes.

Mr. Berry stated this new lease is required to replace an old lease that was terminated, and staff recommends approval of this ordinance.

Mr. Bergeron moved to approve COUNCIL BILL NO. 21, SERIES 2018 - AN ORDINANCE APPROVING A LEASE WITH CHRISTIE HEIGHTS PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, AND CUCUMBER CREEK ASSOCIATES, LLC, A COLORADO LIMITED LIABILITY COMPANY. Mr. Gallagher seconded the motion.

The motion passed 7-0.

- 2) COUNCIL BILL NO. 22, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF OBSTRUCTING A PEACE OFFICER, FIREFIGHTER, EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE SPECIALIST, OR VOLUNTEER BY USE OF AN UNMANNED AIRCRAFT SYSTEM (UAS)

Mayor Mamula read the title into the minutes.

Ms. Haynes stated this ordinance would amend the current drones ordinance, and our language will now match the State's language in regard to the operation of drones.

Mr. Bergeron moved to approve COUNCIL BILL NO. 22, SERIES 2018 - AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF OBSTRUCTING A PEACE OFFICER, FIREFIGHTER, EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE SPECIALIST, OR VOLUNTEER BY USE OF AN UNMANNED AIRCRAFT SYSTEM (UAS). Ms. Lawrence seconded the motion.

The motion passed 7-0.

B) RESOLUTIONS, SERIES 2018

- 1) RESOLUTION NO. 15, SERIES 2018 - RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT (For the Denison Placer Apartments Housing Project)

Mayor Mamula read the title into the minutes.

Mr. Berry stated this resolution would approve a density sunset covenant for the Denison Placer Apartments.

Mayor Mamula opened the public hearing.

There were no comments and the public hearing was closed.

Mr. Bergeron moved to approve RESOLUTION NO. 15, SERIES 2018 - RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT (For the Denison Placer Apartments Housing Project). Mr. Gigliello seconded the motion.

The motion passed 7-0.

- C) OTHER

VII) PLANNING MATTERS

- A) PLANNING COMMISSION DECISIONS

Mayor Pro Tem Lawrence declared the Planning Commission Decisions would stand approved as presented.

VIII) REPORT OF TOWN MANAGER AND STAFF

Mr. Holman reminded Council of a recent open records request, for which their attention was necessary. He also reminded Council of Happy Hour with the Mayor taking place at the Golf Course this week, and to let Ms. Rogers know if they can attend the upcoming Hearthstone Wine Dinner.

IX) REPORT OF MAYOR AND COUNCIL MEMBERS

CAST/MMC

Mayor Mamula and Mr. Holman attended the recent CAST meeting in Crested Butte, where Town leaders wanted to know about Breckenridge's relationship with Vail Resorts. Mayor Mamula stated the city has some concerns about what the new ownership will do for the community, but understands there will be positive outcomes as well. He expressed that there was also a conversation in which many mountain towns stated they are tired of being so busy, and some reported they are cutting back on events. Mayor Mamula stated Breckenridge was profiled in a state transportation report, and recommended a field trip to Park City to see their progress on a lot of these same issues.

Breckenridge Open Space Advisory Committee

Mr. Bergeron stated there is one more Friends of Breck Trails event, and COSAC talked about forest health work, the BIFA Trail Mix Series and the Troll. He further stated the Troll was well-received but offered some challenges with parking, congestion and signage. Mr. Bergeron stated a portion of the Spartan Race was on Town Trails but it wasn't noticeable impact. Also, construction on River Park continues. Mr. Bergeron stated BOSAC will take a field trip to Steamboat in September, and the Forest Service is looking to formalize some trails in the Golden Horseshoe as non-motorized routes.

Breckenridge Tourism Office

Ms. Wolfe stated the destination management plan is starting work tomorrow, Council will be involved in different parts of the plan, and there will be representation from all groups.

Breckenridge Heritage Alliance

Ms. Gigliello stated the BHA held the last meeting at the Vista House, including a tour of Epic Discovery. She further stated they are looking at adding two more board members, creating a process for new historic headstones at the cemetery, planning for Milne Park, and planning for the Reiling Dredge renovation.

Breckenridge Creative Arts

Ms. Lawrence stated they are looking at the RFP for the organization of the BCA with partner entities, and will be interviewing three RFP finalists soon. She further stated there were many positive survey responses for BIFA, including comments about the need for additional signage and information, and in the future the BCA will look closely at events that take place on trails and in the Town. She also stated there are new board members.

Breckenridge Events Committee

Ms. Gigliello stated there was an update in the packet.

X) OTHER MATTERS

Mr. Bergeron asked about adding a trash receptacle next to Mountain Outfitters, stating there is a need there with high traffic and with lots of smokers. Mr. Holman stated staff will look into this more.

Mayor Mamula stated he would like to see more garbage cans at the bus stops, and more through Town.

Mayor Mamula asked Council if they have any interest in a Peak 7 annexation. Mr. Holman stated staff believes the residents in that area just want the roads paved, and the investment will outweigh the ROI. Council was curious if the neighbors were interested in this idea and if they wanted it to happen? Mr. Holman stated he has not heard that Peak 7 residents generally want to be annexed.

Mayor Mamula stated that regarding the troll, there was a communication breakdown between BCA and the Town, including signage and parking. He further stated this was the most successful BIFA, and next year we can't allow this event to impact the neighborhoods in the same way. He also expressed concern that people are not staying on the trails during these events, and the amount of people on the trails was large. Ms. Lawrence stated the BCA board's role has been to manage finances, and the program itself is created by staff. Mayor Mamula asked to reach out to the BCA for a comprehensive plan and a basic fact sheet for Town staff to use for future events. Ms. Gigliello asked if BIFA was permitted on the trails, and Ms. Haynes stated Open Space and Trails staff approved it. Mr. Bergeron stated BOSAC was open to the events and installations. Mr. Carleton stated this festival has become so popular that we need a good plan to manage it. Mr. Bergeron stated the Wellington Trail (where the Troll is located) is a perfect trail for families and beginners. Mr. Holman stated the Town funds this event, and we should approve what is happening on our trails. He further stated we will communicate this change to the BCA.

Ms. Wolfe stated the lack of slash pick-up continues to be an issue, and she is worried it won't be picked up a second time. She also stated she has not heard from the county about it and would like to know if the second round is going to happen.

Mr. Carleton stated he received a concern about where the bike path crosses the road on Coyne Valley, and is worried it's a safety concern due to vehicle speeds and possibly lack of signage. Mr. Holman stated staff will look into it.

XI) SCHEDULED MEETINGS

A) SCHEDULED MEETINGS FOR AUGUST AND SEPTEMBER

XII) ADJOURNMENT

With no further business to discuss, the meeting adjourned at 9:00 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: Tim Berry, Town Attorney
Date: 9/4/2018
Subject: Council Bill No. 21 (Cucumber Creek Estates Lease)

The second reading of the ordinance approving the new Lease between the Town and Christie Heights Partnership/ Cucumber Creek Associates, LLC is scheduled for your meeting on September 11th. There are no changes proposed to either the Lease or the ordinance from first reading.

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

1 ***FOR WORKSESSION/SECOND READING – SEPT. 11***

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

4
5 COUNCIL BILL NO. 21

6
7 Series 2018

8
9 AN ORDINANCE APPROVING A LEASE WITH CHRISTIE HEIGHTS PARTNERSHIP, A
10 CALIFORNIA GENERAL PARTNERSHIP, AND CUCUMBER CREEK ASSOCIATES, LLC,
11 A COLORADO LIMITED LIABILITY COMPANY

12
13 WHEREAS, Christie Heights Partnership, a California general partnership, and
14 Cucumber Creek Associates, LLC, a Colorado limited liability company, own the following real
15 property located in the Town of Breckenridge, Summit County, Colorado:

16
17 Tracts A, B, C, D, E and F, Cucumber Creek Estates Subdivision, according to the
18 plat thereof recorded June 19, 2018 under Reception No. 1172546 of the real
19 property records of the Clerk and Recorder of Summit County, Colorado

20
21 (the “**Property**”)

22
23 ; and

24
25 WHEREAS, Christie Heights Partnership, a California general partnership, and
26 Cucumber Creek Associates, LLC, a Colorado limited liability company, have agreed to lease
27 the Property to the Town; and

28
29 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

30
31 The council may lease, for such time as council shall determine, any real or
32 personal property to or from any person, firm, corporation, public and private,
33 governmental or otherwise.

34
35 and;

36
37 WHEREAS, a proposed Lease between the Town, Christie Heights Partnership, a
38 California general partnership, and Cucumber Creek Associates, LLC, a Colorado limited
39 liability company, has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto,
40 and incorporated herein by reference; and

41
42 WHEREAS, the Town Council has reviewed the proposed Lease, and finds and
43 determines that it should be approved; and
44

1 WHEREAS, the proposed Lease has a term longer than one year; and

2
3 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate
4 lease entered into by the Town which exceeds one year in length must be approved by ordinance.

5
6 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
7 BRECKENRIDGE, COLORADO:

8 Section 1. The proposed Lease between the Town, Christie Heights Partnership, a
9 California general partnership, and Cucumber Creek Associates, LLC, a Colorado limited
10 liability company (Exhibit "A") is approved, and the Town Manager is hereby authorized,
11 empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.

12
13 Section 2. The Town Council hereby finds, determines and declares that it has the
14 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
15 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
16 Charter.

17
18 Section 3. This ordinance shall be published and become effective as provided by
19 Section 5.9 of the Breckenridge Town Charter.

20
21 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
22 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the
23 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
24 _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal
25 Building of the Town.

26 TOWN OF BRECKENRIDGE, a Colorado
27 municipal corporation

28
29
30
31 By: _____
32 Eric S. Mamula, Mayor

33
34 ATTEST:

35
36
37
38 _____
39 Helen Cospolich, CMC,
40 Town Clerk

1 LEASE

2
3 THIS LEASE ("*Lease*") is dated _____, 2018 and is between
4 CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership, and Cucumber Creek
5 Associates, LLC a Colorado Limited Liability Company, collectively ("*Landlord*") and the
6 TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("*Tenant*").
7

8 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following
9 real property located in the Town of Breckenridge, Summit County, Colorado:
10

11 Tracts A, B, D, E and F, Cucumber Creek Estates Subdivision, according to the
12 plat thereof recorded June 19, 2018 under Reception No. 1172546 of the real
13 property records of the Clerk and Recorder of Summit County, Colorado
14

15 (the "*Property*")
16

17 upon the following terms and conditions:
18

19 1. Term. The term of this Lease began as of 12:01 A.M. on the date of this Lease, and
20 will continue from time to time until terminated as provided in Section 2.
21

22 2. Termination.
23

24 2.1 This Lease may be terminated by the owner of any of the Tracts that comprise the
25 Property, in such owner's sole and absolute discretion and without liability for breach of this
26 Lease, upon not less than sixty (60) days' prior written notice of termination to the Tenant given
27 in accordance with Section 23, with a copy to the Summit County, Colorado Assessor; provided,
28 however, that such notice may not be given between September 1 of any year and January 31 of
29 the next calendar year. Such notice of termination shall only apply to Tract(s) described in such
30 owner's notice; this Lease shall continue as to all other Tract(s) until terminated by the owner(s)
31 of such Tract(s) in accordance with this Section 2.1.
32

33 2.2 The Tenant may also terminate this Lease, in its sole and absolute discretion and
34 without liability for breach of this Lease, upon not less than thirty (30) days' prior written notice
35 of termination to the Landlord given in accordance with Section 23, with a copy to the Summit
36 County, Colorado Assessor.
37

38 3. Rent. The total rent to be paid by the Tenant for the full term of this Lease is One
39 Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Landlord.
40

41 4. Quiet Enjoyment. Landlord covenants that upon Tenant's payment of the rent and
42 performance of the covenants herein contained Tenant will peacefully and quietly have, hold,
43 and enjoy the Property for the agreed term.
44

45 5. Use Of Property. The Property may be used by the Tenant only as follows: (a) for
46 hiking, non-motorized biking, and nature programs during the summer months (May through

1 October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities
2 during the winter months (November through April), together with such other uses and programs
3 as may be agreed to by the parties. Except for: (a) trail grooming equipment used in connection
4 with Nordic skiing and (b) motorized vehicles used by Tenant for maintenance and management
5 of the Property, no motorized vehicles are permitted on the Property. No other use of the
6 Property will be made by Tenant without Landlord's prior written consent. Landlord will have
7 the right to use the Property for any purpose that does not unreasonably interfere with Tenant's
8 use rights provided in the Lease, with Landlord's uses to include, but not be limited to, activities
9 associated with maintenance of forest health and planning for development.

10
11 6. No Hazard or Nuisance. Tenant will not maintain, commit, or permit the maintenance
12 or commission of any hazard or nuisance on the Property.

13
14 7. Taxes. This Lease has been entered into by Landlord and Tenant based on the
15 understanding that the Property will be exempt from general property taxation during the term of
16 this Lease pursuant to §39-3-124(1)(b)(I), C.R.S. Tenant agrees to provide the Summit County,
17 Colorado Assessor (the "Assessor") with a copy of this Lease immediately following its signing,
18 and to provide such other information as may be requested by the Assessor with respect to the
19 Assessor's determination of the tax status of the Property. If the Assessor determines that the
20 Property is subject to general property taxation during the term of this Lease, this Lease may be
21 terminated by Landlord pursuant to Section 2.1.

22
23 8. Improvements. The Property is leased without any improvements on it. Tenant will
24 make no improvement to the Property without the prior written consent of Landlord, which
25 consent may be withheld in Landlord's sole and absolute discretion. Any improvement built,
26 constructed, or placed on the Property by Tenant will, unless otherwise provided by written
27 agreement between Landlord and Tenant, be removed from the Property at the expiration or
28 sooner termination of this Lease at Tenant's sole cost and expense.

29
30 9. Assignment And Sublease. Tenant will not sublet or license the Property or assign
31 this Lease without the prior written consent of the Landlord, which consent may be withheld in
32 Landlord's sole and absolute discretion; provided, however, Tenant may sublet or license the
33 Property to the operator of the Breckenridge Nordic Center for its wintertime use in connection
34 with the operation of the Breckenridge Nordic Center without Landlord's consent, provided that
35 such operator must be required to comply with all of the terms and conditions of this Lease and
36 must agree in writing to provide Landlord with the same indemnification as is provided for in
37 Section 8.1 of the License Agreement dated December 7, 2012, and with general liability
38 insurance as required by Section 8.2(a) of such License Agreement.

39
40 10. Condition of the Property. Tenant will, at Tenant's sole expense, keep and maintain
41 the Property in a good, clean, sanitary, and safe condition throughout the term of this Lease.

42
43 11. Surrender of Property. At the end of this Lease Tenant will surrender the Property to
44 the Landlord in as good a condition as existed at the time of the commencement of this Lease,
45 normal wear and tear excepted. At the end of this Lease Tenant will remove its property from the
46 Property at Tenant's sole cost and expense. Any of Tenant's property not removed from the

1 Property at the end of this Lease will be considered abandoned and Landlord will have the right
2 (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the property at the
3 expense of the Tenant and Landlord will not be accountable to the Tenant for any part of the
4 proceeds of such sale, if any.
5

6 12. Inspection Of Property. Tenant acknowledges that it has inspected the Property and
7 is aware of its geological and topographical condition. Tenant accepts the Property in “AS IS”
8 condition without recourse to Landlord for any dangerous conditions, known or unknown.
9 Tenant further agrees that the Property was at the time of the commencement of this Lease in a
10 safe, clean, and tenantable condition.
11

12 13. Liens. Tenant will not permit the creation of any lien upon the Property. The
13 indemnification provisions of this Lease apply to any such lien. If, because of any act or
14 omission of Tenant, and resulting from Tenant’s work on the Property, any mechanic’s or other
15 lien, charge or order for the payment of money is filed against the Property, Tenant will, at its
16 own cost and expense, cause the same to be discharged of record or bonded within ninety (90)
17 days from the filing of such lien.
18

19 14. Hazardous Materials. Tenant will not store or permitted the storage on the Property
20 of any type of hazardous or similar material which is regulated by federal, state or local
21 regulation.
22

23 15. Tenant Default. Tenant will be in default under this Lease if Tenant fails to comply
24 with any of the terms, provisions or covenants of this Lease within three (3) days following
25 services of a demand for compliance notice by Landlord in accordance with Colorado law.
26 However, if the default cannot be corrected within three (3) days, the Tenant will not be in
27 default if it begins to correct the default within three (3) days of receipt of the demand for
28 compliance notice thereafter corrects the default with due diligence. Service of a demand for
29 compliance notice by Landlord may be made in the manner provided in Section 23 for the giving
30 of notice under this Lease.
31

32 16. Landlord’s Remedies Upon Default. If the Tenant is in default under this Lease,
33 Landlord has all of the remedies provided for in such circumstances by Colorado law, including
34 without limitation, the right to terminate this Lease by written notice to Tenant, in which event
35 Tenant will immediately surrender the Property to Landlord. If Tenant fails to surrender
36 possession Landlord may, without prejudice to any other remedy which it may have for
37 possession or arrearages in rent, enter upon and take possession of the Property and expel or
38 evict Tenant and any other person who may be occupying the Property or any part thereof, by
39 force if necessary, without being liable for any claim for damages therefor.
40

41 17. Holdover By Tenant. If Tenant remains in possession of the Property with the
42 consent of Landlord after the expiration of this Lease, then a new tenancy from month to month
43 will be created between Landlord and Tenant that will be subject to all the terms and conditions
44 of this Lease, but will be terminable upon ten (10) days’ written notice served by either Landlord
45 or Tenant on the other party.
46

1 immunities, and protections provided by the Act, or any other limitation or defense otherwise
2 available to Tenant, its officers, or its employees.

3
4 20. Lease Subject To State Law. This Lease is intended to be subject to the terms,
5 provisions and limitations of Article 41 of Title 33, C.R.S., including, but not limited to, the
6 limitations on landowner liability set forth in §33-41-103, C.R.S. This Lease constitutes
7 permission by Landlord for the use of the Property by Tenant, without charge, for recreational
8 purposes as defined by such law.

9
10 21. Indemnification. To the extent of the limits of liability for Colorado municipalities
11 established from time to time by the Act, Tenant will indemnify and defend Landlord against all
12 claims, demands, judgments and causes of action (including Landlord's reasonable attorney's
13 fees) arising from Tenant's or the general public's use of the Property pursuant to this Lease;
14 provided, however, Tenant has no obligation to Landlord under this Section 21 to the extent that
15 any such claim, demand, judgment or cause of action through the negligence or intentional
16 wrongful act of Landlord, its agents, employees, partners, officers, contractors, licensees, lessees,
17 successors or assigns, or Landlord's breach of this Lease; and, provided further, that Town's
18 obligations under this Section 21 will in no event exceed the monetary limitations established
19 from time to time by the Act.

20
21 22. Attorney's Fees. If a legal action is filed by either party to recover for breach of this
22 Lease, or to enforce a party's rights arising from or in connection with this Lease, the prevailing
23 party will be awarded its reasonable attorneys' fees and costs in such action. For purposes of this
24 section, "**Prevailing Party**" means a party that is awarded, by verdict, judgment, order or
25 award, at least 50% of the highest total damages disclosed or claimed in writing by said party at
26 any time in the action. Should neither party be a Prevailing Party, each party will pay its own
27 costs and fees incurred in connection with the legal action. Should both parties be a Prevailing
28 Party, both will be entitled to recover their reasonable attorneys' fees and costs respectively, as
29 proved by them and determined by the judge.

30
31 23. Notices. All notices required or permitted under this Lease will be given by
32 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
33 carrier delivery, or by telecopies, directed as follows:

34
35 If intended for Tenant, to:

36
37 Town of Breckenridge
38 P.O. Box 168
39 150 Ski Hill Road
40 Breckenridge, Colorado 80424
41 Attn: Town Manager
42 Telecopier number: (970)547-3104
43 Telephone number: (970)453-2251

44
45 with a copy in each case (which will not constitute notice) to:
46

1 Timothy H. Berry, Esq.
2 Timothy H. Berry, P.C.
3 131 West 5th Street
4 P. O. Box 2
5 Leadville, Colorado 80461
6 Telecopier number: (719)486-3039
7 Telephone number: (719)486-1889
8

9 If intended for Landlord, to:

10
11 Christie Heights Partnership
12 Timothy J. Casey, Managing Partner
13 P.O. Box 2340
14 Breckenridge, CO 80424
15

16 Telecopier number: (970) 453-5490
17 Telephone number: (970) 453-2571
18

19 with a copy in each case (which will not constitute notice) to:

20
21 Stephen C. West, Esq.
22 West Brown
23 P. O. Box 588
24 Breckenridge, Colorado 80424
25

26 Telecopier number: (970) 453-0192
27 Telephone number: (970) 453-2901
28

29 AND

30
31 Cucumber Creek Associates, LLC
32 Thomas Begley, Manager
33 P.O. Box 7
34 Breckenridge, CO 80424
35

36 Any notice delivered by mail in accordance with this Section 23 will have been duly given and
37 received on the third business day after the same is deposited in any post office or postal box
38 regularly maintained by the United States postal service. Any notice delivered by telecopier in
39 accordance with this Section 23 will have been duly given and received upon receipt if
40 concurrently with sending by telecopier receipt is confirmed orally by telephone. Any notice
41 delivered by hand or commercial carrier will be duly given and received upon actual receipt.
42 Either party, by notice given as provided above, may change the address to which future notices
43 may be sent. E-mail is not an acceptable method for giving notice under this Agreement.
44

45 24. Time Of Essence. Time is of the essence of this Lease.
46

1 25. No Partnership. Landlord is not a partner, associate or joint venturer of Tenant in the
2 conduct of its business.

3
4 26. Third Parties. This Lease does not grant to any third party (except a party to whom
5 the Tenant may sublease this Lease as provided in Section 9) any right to claim damages or to
6 bring suit, action or other proceeding against the Landlord because of any breach hereof or
7 because of any of the terms, covenants, agreements and conditions herein.

8
9 27. Complete Agreement. This Lease contains the complete and final expression of the
10 agreement between the parties as to the subject matter of this Lease, and that there are no
11 promises, representations, or inducements except as are herein set forth.

12
13 28. Modification. This Lease may be modified or amended only by a duly authorized
14 written instrument executed by the parties hereto. Oral amendments to this Lease are not
15 permitted.

16
17 29. Applicable Law. This Lease is to be interpreted in accordance with the laws of the
18 State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit
19 County, Colorado in connection with any dispute arising out of or in any matter connected with
20 this Lease.

21
22 30. Counterparts. This Lease may be execute simultaneously in two or more
23 counterparts, each of which will be considered an original for all purposes and all of which
24 together will constitute but one and the same instrument.

25
26 31. Section Headings. Section headings are inserted for convenience only and in no way
27 limit or define the interpretation to be placed upon this Lease.

28
29 32. Waiver. The failure of either party to exercise any of its rights under this Lease is not
30 a waiver of those rights. A party waives only those rights specified in writing and signed by the
31 party waiving its rights.

32
33 33. Terminology. wherever applicable within this Agreement, the singular shall include
34 the plural, and the plural shall include the singular.

35
36 34. No Adverse Construction. Both parties acknowledge having had the opportunity to
37 participate in the drafting of this Lease. This Lease is not to be construed against either party
38 based upon authorship.

39
40 35. No Recording. This Lease is **NOT** to be recorded in the real property records of the
41 Clerk and Recorder of Summit County, Colorado.

42
43 36. Binding Effect. This Lease is binding upon, and inures to the benefit of, the parties
44 and their respective successors and permitted assigns.

45

1 37. Copy of Agreement. Both parties hereby acknowledge receipt of a complete and
2 signed copy of this Lease.

3
4 TENANT:

5
6 TOWN OF BRECKENRIDGE, a
7 Colorado municipal corporation
8

9
10
11 By _____
12 Rick G. Holman, Town Manager
13

14 ATTEST:

15
16
17
18 _____
19 Helen Cospolich, CMC, Town Clerk
20

21
22 LANDLORD:

23
24 CHRISTIE HEIGHTS PARTNERSHIP, a
25 California general partnership
26

27
28
29 By: _____
30 Timothy J. Casey, Managing Partner
31

32
33 CUCUMBER CREEK ASSOCIATES, LLC
34 a Colorado Limited Liability Company
35

36
37
38 By: _____
39 Thomas Begley, Manager
40



Memo

To: Breckenridge Town Council Members
From: Tim Berry, Town Attorney
Date: 9/4/2018
Subject: Council Bill No. 22 (Amendment to Town's Unmanned Aircraft Systems (UAS) Ordinance)

The second reading of the ordinance amending the Town's Unmanned Aircraft Systems (UAS) Ordinance to incorporate language from a new state statute is scheduled for your meeting on September 11th. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – SEPT. 13**

2
3 **NO CHANGE FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 22

9
10 Series 2018

11
12 AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 5 OF THE BRECKENRIDGE
13 TOWN CODE CONCERNING THE MUNICIPAL OFFENSE OF OBSTRUCTING A PEACE
14 OFFICER, FIREFIGHTER, EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE
15 SPECIALIST, OR VOLUNTEER BY USE OF AN UNMANNED AIRCRAFT SYSTEM
16 (UAS)

17
18 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
19 COLORADO:

20
21 Section 1. Section 5-14-4 of the Breckenridge Town Code is amended to read as follows:

22
23 5-14-4: UNLAWFUL ACTS: It is unlawful to operate a UAS:

24
25 A. In a reckless or careless manner so as to endanger the life or property of
26 another. In any proceeding alleging a violation of this Section, the factfinder shall
27 consider the standards for safe operation of aircraft prescribed by federal statutes
28 or regulations governing UASs.

29
30 B. If the UAS is equipped with a firearm or other deadly weapon.

31
32 C. For the purpose of conducting surveillance, unless permitted by law.

33
34 ~~D. In a manner that interferes with law enforcement, firefighting, or any other~~
35 ~~government emergency operations.~~

36
37 Section 2. Chapter 14 of Title 5 of the Breckenridge Town Code is amended by the
38 addition of a new Section 5-14-4-1, to be entitled “Obstructing a Peace Officer, Firefighter,
39 Emergency Medical Services Provider, Rescue Specialist, or Volunteer By Use Of UAS,” which
40 shall read in its entirety as follows:

41
42 **5-14-4-1: OBSTRUCTING A PEACE OFFICER, FIREFIGHTER,**
43 **EMERGENCY MEDICAL SERVICES PROVIDER, RESCUE**
44 **SPECIALIST, OR VOLUNTEER BY USE OF UAS:**

1 A. Except as provided in Subsection C of this Section, it is unlawful for any
2 person to intentionally, knowingly, or recklessly operate a UAS in a manner
3 that obstructs, impairs, or hinders:

4
5 1. the enforcement of the penal law or the preservation of the peace by a
6 peace officer, acting under color of his or her official authority;

7
8 2. the prevention, control, or abatement of fire by a firefighter, acting under
9 color of his or her official authority;

10
11 3. the administration of medical treatment or emergency assistance by an
12 emergency medical service provider or rescue specialist, acting under color
13 of his or her official authority; or

14
15 4. the administration of emergency care or emergency assistance by a
16 volunteer, acting in good faith to render such care or assistance without
17 compensation at the place of an emergency or accident.

18
19 B. It is not a defense to a prosecution under this Section that the peace
20 officer was acting in an illegal manner, if he or she was acting under color of
21 his or her official authority. A peace officer “acts under color of his or her
22 official authority” if, in the regular course of assigned duties, he or she makes
23 a judgment in good faith based on surrounding facts and circumstances that
24 he or she must act to enforce the law or preserve the peace.

25
26 C. Subsection A of this Section does not apply if the person who operates the
27 UAS: (a) obtains permission to operate the UAS from a law enforcement
28 agency or other entity that is coordinating the response of peace officers,
29 firefighters, emergency medical service providers, rescue specialists, or
30 volunteers to an emergency or accident; (b) continues to communicate with
31 such entity during the operation of the UAS; and (c) complies immediately
32 with any instructions from the entity concerning the operation of the UAS.

33
34 D. As used in this Section, unless the context clearly requires otherwise:

35
36 “Peace Officer” has the meaning provided in Section 6-3-5 of this Code.

37
38 “Firefighter” means an officer or member of a fire department or fire
39 protection or fire-fighting agency of the state, or any municipal or quasi-
40 municipal corporation in this state, whether that person is a volunteer or
41 receives compensation for services rendered as such firefighter.

42
43 “Emergency Medical Service Provider” means a member of a public or
44 private emergency medical service agency, whether that person is a volunteer
45 or receives compensation for services rendered as such emergency serve
46 provider.

1
2 **“Rescue Specialist” means a member of a public or private rescue agency,**
3 **whether that person is a volunteer or receives compensation for services**
4 **rendered as such rescue specialist.**

5
6 **“Volunteer” means a person performing services to assist a peace officer,**
7 **firefighter, emergency service provider, or rescue specialist at the site of an**
8 **emergency or accident without compensation, other than reimbursement for**
9 **actual expenses incurred.**

10
11 Section 3. 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 4. 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 5. 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 6. 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 _____, 2018. 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 _____, 2018, 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: Helen Cospolich, Town Clerk
Date: 9/5/2018
Subject: Council Bill No. 23 (Oaths Ordinance)

A new state law, HB18-1138, took effect on August 8th that establishes a form of oath that must be used statewide for elected or appointed officials and specifies who may administer that oath. In general, the Town's current oath language conforms to the requirements of this law, and also adds a reference to the "charter and ordinances of the town" (as mandated by section 4.9 of our Charter).

Mr. Berry and I have determined it would be in the Town's best interest to memorialize our current oath, and who can administer it, by adding two sections to Chapter 7 Title 1 of the Breckenridge Town Code specific to those topics. These additions will ensure that the Town's oath of office is administered consistently and by the right people in the future.

Mr. Berry and I will be available at this meeting to answer any questions you may have.

1 ***FOR WORKSESSION/FIRST READING – SEPT. 11***

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 2018

9
10 AN ORDINANCE AMENDING CHAPTER 7 OF TITLE 1 OF THE BRECKENRIDGE
11 TOWN CODE CONCERNING OATHS

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

15
16 Section 1. Chapter 7 of Title 1 of the Breckenridge Town Code is amended by the
17 addition of the following sections:

18
19 **1-7-4: OATHS:**

20
21 **A. When a person is required by Section 4.9 of the Breckenridge Town Charter to**
22 **take an oath or affirmation before the person enters upon the duties of those public**
23 **offices and positions described in Section 4.9 of the Breckenridge Town Charter, the**
24 **form of the oath or affirmation is as follows:**

25
26 **I, (STATE YOUR NAME), do [SELECT SWEAR **OF** AFFIRM] that**
27 **I will support the Constitution of the United States, the Constitution**
28 **of the State of Colorado, the laws of the State of Colorado, and the**
29 **Charter and ordinances of the Town of Breckenridge, and that I will**
30 **faithfully perform the duties of [NAME OF OFFICE OR POSITION]**
31 **upon which I am about to enter to the best of my ability.**

32
33 **B. The oath or affirmance must be:**

34
35 **1. In writing and signed by the person taking the oath or**
36 **affirmation;**

37
38 **2. Administered as provided in Section 1-7-5 of this Code; and**

39
40 **3. Taken, signed, administered, and filed with the Town Clerk or**
41 **other appropriate Town officer or employee before the person**
42 **enters upon the public office or position.**

43
44 **1-7-5: WHO MAY ADMINISTER OATHS OR AFFIRMATIONS: The Town**
45 **Clerk, the Deputy Town Clerk, and the Municipal Judge have the power to**

1 administer oaths and affirmations required by Section 4.9 of the Breckenridge
2 Town Charter.

3
4 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and
5 the various secondary codes adopted by reference therein, shall continue in full force and
6 effect.

7
8 Section 3. The Town Council hereby finds, determines and declares that it has the
9 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
10 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
11 Charter.

12
13 Section 4. This ordinance shall be published and become effective as provided by
14 Section 5.9 of the Breckenridge Town Charter.

15
16 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
17 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the
18 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
19 _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
20 Town.

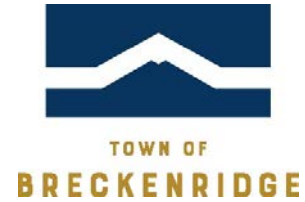
21
22 TOWN OF BRECKENRIDGE, a Colorado
23 municipal corporation

24
25
26
27 By: _____
28 Eric S. Mamula, Mayor

29
30 ATTEST:

31
32
33
34 _____
35 Helen Cospolich, CMC,
36 Town Clerk

Memo



To: Breckenridge Town Council Members
From: Jim Baird, Police Chief
Date: 9/6/2018
Subject: Electrical Personal Assistive Mobility Device Ordinance

The attached ordinance, if passed by council, would amend the model traffic code to largely prohibit the use of an Electrical Personal Assistive Mobility Device (EPAMD) within the Town. As defined in Colorado State Statute 42-1-102 an EPAMD means a “self-balancing, nontandem two-wheeled device, designed to transport only one person, that is powered solely by an electric propulsion system producing an average power output of no more than seven hundred fifty watts”. An example of an EPAMD would be a Segway.

The proposed change addresses areas where the use of such a device would pose an unreasonable safety risk due to the potential pedestrian, bicycle and motor vehicle conflict associated with their use.

The current language in the model traffic code allows for the use of EPAMD’s with some restrictions provided the user conforms with vehicle use regulations. This change will **not** prohibit the use of such a device by persons with a mobility related disability.

It is staff’s recommendation that council approve the ordinance. Tim Berry and I will be present at the work session on Tuesday, September 11th to answer any questions.

1 ***FOR WORKSESSION/FIRST READING – SEPT. 11***

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

5
6 COUNCIL BILL NO. _____

7
8 Series 2018

9
10 AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2010
11 EDITION, CONCERNING ELECTRICAL PERSONAL ASSISTIVE MOBILITY DEVICES

12
13 WHEREAS, Section 42-4-110(1)(b), C.R.S., authorizes local authorities to adopt by
14 reference a model traffic code embodying the rules of the road and vehicle requirements set forth
15 in Article 4 of Title 42, C.R.S., and such additional local regulations as are provided for in
16 Section 42-4-111, C.R.S.; and

17
18 WHEREAS, the Town of Breckenridge has adopted (and amended) the Model Traffic
19 Code For Colorado, 2010 edition, as the Traffic Code for the Town; and

20
21 WHEREAS, Section 42-4-111(1)(cc), C.R.S., provides that, subject to the notice
22 requirements of Section 42-4-111(2), C.R.S., nothing in Article 4 of Title 42, C.R.S. (the State of
23 Colorado’s traffic code) prevents local authorities, with respect to streets and highways under
24 their jurisdiction and within the reasonable exercise of the police power from “. . . prohibiting,
25 . . . the use of an electrical personal assistive mobility device (“EPAMD”) on a roadway,
26 sidewalk, bike path, or pedestrian path”; and

27
28 WHEREAS, Section 42-4-117(2), C.R.S., provides that a local authority may prohibit
29 EPAMDs from being operated on a roadway; and

30
31 WHEREAS, Section 117 of the Model Traffic Code For Colorado, 2010 edition, as
32 adopted by the Town, is substantively identical to Section 42-4-117(2), C.R.S; and

33
34 WHEREAS, the term “roadway” is defined in both Section 42-1-102(85), C.R.S., and the
35 Model Traffic Code For Colorado, 2010 edition, as adopted by the Town, as “that portion of a
36 highway improved, designed, or ordinarily used for vehicular travel” *exclusive of* (among other
37 locations) “the sidewalk” and “that portion of a highway designated for exclusive use as a
38 bicycle path or reserved for the exclusive use of bicycles, human-powered vehicles, or
39 pedestrians (emphasis added); and

40
41 WHEREAS, the foregoing provisions of state law and the Model Traffic Code For
42 Colorado, 2010 edition, as adopted by the Town, authorize the Town to prohibit EPAMDs from
43 being operated on the roadways, sidewalks, bike paths, and bike lanes within the streets of the
44 Town; and

1 WHEREAS, the Town Council finds, determines, and declares that the Model Traffic
2 Code For Colorado, 2010 edition, as previously adopted (and amended) by the Town should be
3 further amended as set forth in this ordinance.
4

5 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
6 BRECKENRIDGE, COLORADO:
7

8 Section 1. Section 7-1-2 of the Breckenridge Town Code is amended to include
9 the following amendment to Section 117 of the Model Traffic Code For Colorado, 2010
10 edition:
11

12 117. Personal mobility devices.
13

14 ~~(1) A rider of an EPAMD shall have all the same rights and duties as an operator~~
15 ~~of any other vehicle under this article,~~
16 ~~except as to those provisions that by their nature have no application.~~

17 ~~(2) Unless prohibited under section 42-4-111(1)(cc), an EPAMD may be operated~~
18 ~~on a roadway in conformity with~~
19 ~~vehicle use.~~

20 ~~(3)~~ An EPAMD shall not be operated **in the following places within the Town:**

21 (a) On a limited-access highway;

22 **(b) On a roadway;**

23 **(c) On a sidewalk; or**

24 ~~(b)~~ **(d) On a bike or pedestrian path, including, but not limited to, that portion**
25 **of a roadway designated for the exclusive use as a bicycle path or reserved**
26 **for the exclusive use of bicycles, human-powered vehicles, or pedestrians;** ~~or~~

27 ~~(e) At a speed of greater than twelve and one half miles per hour.~~

28 ~~(4) A person who violates this section commits a class B traffic infraction.~~

29 **(2) Notice of the prohibitions of this section shall be given as required by Section 42-**
30 **4-111(2), C.R.S.**
31

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

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

41 Section 4. The Town Council hereby finds, determines and declares that it has the power
42 to adopt this ordinance pursuant to: (i); Section 42-4-111(1)(cc), C.R.S.; (ii) Section 42-4-117,
43 C.R.S.; (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv) Section 31-
44 15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to home rule
45 municipalities by Article XX of the Colorado Constitution; and (vi) the powers contained in the
46 Breckenridge Town Charter.



Memo

To: Breckenridge Town Council Members
From: Peter Grosshuesch, Director of Community Development
Date: September 5, 2018
Subject: Planning Commission Decisions of the September 4, 2018 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, September 4, 2018:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.



319 N. French Street Remodel and Addition, 319 N. French Street



Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Mathews-Leidal.

ROLL CALL

Christie Mathews-Leidal
Mike Giller
Dan Schroder

Jim Lamb
Steve Gerard
Gretchen Dudney

Ron Schuman

APPROVAL OF MINUTES

With the change below, the August 21, 2018 Planning Commission Minutes were approved.

Ms. Leidal – Please add a note to the Fowler Residence report that staff handed out new findings and conditions at the meeting.

APPROVAL OF AGENDA

With no changes, the September 4, 2018 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Public Comments

PRELIMINARY HEARINGS:

1. 319 N. French Street Remodel and Addition (CK), PL-2018-0367, 319 N. French Street

Mr. Kulick presented a proposal to rehabilitate, locally landmark, and add a connector to the existing historic residence on North French Street.

Commissioner Questions/Comments:

Mr. Schroder: Is there an assumption that the module is to be connected on a level grade? (Mr. Kulick: We couldn't find precedence where a one-story connector was used on this type of grade and this much elevation change. It is unusual.)

Ms. Leidal: Is there mass bonus precedence like this in the past? (Mr. Kulick: We have never faced this mass question before. This is the first scenario asked of this situation. We have had one or two where we inadvertently assumed they were eligible for a 20% mass bonus in LUD 18.)

Ms. Dudney: Why is there no mass bonus in LUD 18? (Mr. Kulick: There probably wasn't as much programming on-site in this area historically. In Policy 4R, the section in question has never been changed. (Mr. Grosshuesch: I think it has to do with the nature of the surviving historic structures character area being quite small.)

Mr. Lamb: We talked about this before but I don't remember what we came up with.

Ms. Puester: We have had subsequent conversations with the state since our discussions earlier this summer on the Land Use District 18 mass bonus work session. We will be looking at some revisions to the Handbook of Design Standards and code to address some of those conversations. However, either way, the section of the code has not changed and the Commission needs to review it under the current code. There are no pending changes at this time. Nore Winter has been contract to help us with some recommendations on the Handbook but that will be months from now. This current code is Policy 4R (Mass) that Suzanne is asking about.

Mr. Schroder: This is not below ground right? Is it underground? (Mr. Kulick: They do have certain portions shown as below ground. Per our code there is a threshold for above and below. It is our opinion that mass should be based only on the above ground portion since mass is the

- total of above ground square footage.)
- Ms. Leidal: The code does allow duplexes in this district. This looks like a duplex. There is a wet bar, two kitchens, cubbies, a lock off area. What would change if it were a duplex? It would change the parking. Would it change mass or density? (Mr. Kulick: No, a duplex has the same 1,600 sq. ft. multiplier as single-family home. They haven't proposed it as a duplex (but a separate lock-off would incur additional fees).)
- Mr. Lamb: It looks like a lock off or mother in law unit. Just keep that in mind as we move forward.
- Ms. Dudney: What are the recommendations from staff on the connector? (Mr. Kulick: Sometimes there is some flexibility in Policy 80A. This is definitely a unique situation because of the steep grade and have no precedent for a one-story connector on a steep slope. The applicant agrees they still need to do some work on the connector. We would like to hear what the commissions thoughts are on the connector.)

Suzanne Allen-Sabo, Architect, presented:

We are working through alot of the problems but the big one is the square footage. The client had been looking at the property for some time. I talked to Mosh back when he was still working here and got the spreadsheet that he created for staff use and it was a 20% mass bonus across the board, in all land use districts. After Mosh left, staff then figured out that this was incorrect. The client purchased the property with that assumption. The way I understand the density bonus is that we get the 700 square feet underneath as a bonus. So we added it to the density we already have. That's how I came to my conclusion. I would love to hear your comments on the connector, but the mass is the main issue. (Mr. Schroder: From the street view this looks like a duplex. Is it a duplex?) They did include a caretaker apartment but that has been changed and the applicant doesn't want that anymore. If we have to cut 650 square feet from the design we will be doing a complete redesign. Keep in mind it is one of the smallest historic residences in Town. All of the drainage is into the building and that will have to be fixed. It is a challenge to keep the rest of the structure lower. (Mr. Giller: There is a shift on the site plan. Are you shifting the building?) Originally we were. Then it turned out we didn't need to shift it.

Public Comments:

Bill Tinker, Owner, 315 N. French Street:

It is quite large. I always envisioned the little house would be more centered on the site because it was over the north property line. The proposal doesn't look like a historical building on site. This has big gable roofs like a Shock Hill home and different finishes, too much glass, not a historic home. It appears like two different main buildings and it is shocking and odd. That is my personal opinion. I would like to make sure they preserve the existing buffer trees between the property.

Michael Bertaux, Owner, 317 N. French Street:

I am here primarily to protect my water line between the properties. I do have an easement to protect that line. I would have solved the problem of the property line by centering the building. It does look like two buildings. The proposed front chimney does not look historic at all. Reminds me of the Who's Next album. We hope to protect our landscaping as well. The neighbors on the north are out of town and they are concerned about the destruction of their trees during construction and would like those removed. If you move the house to the center, the connector problem goes away. Did staff suggest moving it? (Mr. Kulick – We asked them to keep the house in its original location.) If they are taking the whole house up why not let them move it. This is a survey issue from some time ago.

Bill Tinker added:

We spoke with Mosh years ago about developing this property. He told us we could move the historic structure but not rotate it and did not mention negative points. He stated the height could not be changed. That was Mosh's comments. If that were true it would take care of these problems. (Ms. Puester: The code changed a few years ago to give negative points when you move it. The preference is to keep the building in

its original space.) (Mr. Grosshuesch: We have gotten several negative comments from the state about moving historic structures, especially when increasing mass.) Mosh also said that there were two additions since to the original building and the back section is not historical and you can get rid of that. I measured it at 278 sq. ft. What you get for developing that density was free density under the building. (Ms. Puester: Clarified that recently moving historic structures in Policy 24R and gave examples of the negative points that would be incurred.)

Suzanne Allen-Sabo: We thought about using two connectors. Because we are connecting the addition at the back it won't work.

Public hearing was closed.

Commissioner Questions/Comments:

Ms. Dudney: Given what is said about the mass I don't think I can interpret it any other way than what Mr. Kulick said. I think we have flexibility with the connector because you can't have only 1 ½ stories in this situation. I agree with staff on all other design issues.

Mr. Lamb: I agree with staff 100%. It is too high, and out of scale. It has too many windows. The site buffering has been taken care of. I agree with Gretchen on the mass.

Mr. Schuman: I agree with staff on points 1, 2, 3, and 4. The landscaping and buffering will change. There is a huge amount of program and it overwhelms the site. Not sure what we will see when it is not -48 points.

Mr. Giller: I think it is good that the addition is lower. I think the 2 foot inset on the north side of the connector should be met. The fifth item is the location. I support leaving the primary structure in the historic location. I agree with Mr. Kulick on the height, width, and scale. You need to reduce windows on the connector. The windows and doors makes it look like a modern design in the historic district. I look forward to the resubmission. I could be flexible on the connector height.

Mr. Schroder: I agree with staff on the height, width, and scale. We have used flexibility in the past on the connectors. I think we can let the connector remain taller because the slope is falling away. Another alternative is a bridge with air flowing underneath, which I don't think is appropriate at all. The design and material is out of character. The windows and doors allow too much void to solid. I look forward to seeing the modifications.

Mr. Gerard: I think the staff report is very thorough. The big problem is with the connector. The policy says it shall not exceed 1 story in height and that is a mandatory policy. I was thinking a bridge in the back or allowing it to come out the side would be a solution. Then it might not look as much like two buildings. Fitting this into the lot is a real challenge. I am concerned and think we shouldn't change the 1 story height requirement of the connector. I agree with staff on the mass and other points.

Ms. Leidal: I appreciate the thorough staff report. On issues 1-5 I agree with staff and agree with staff on the mass interpretation. I am willing to look at the connector if it is over one story, but would also appreciate any change to make it lower.

OTHER MATTERS:

1. Town Council Summary (Memo Only)

ADJOURNMENT:

The meeting was adjourned at 6:34 pm.



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.

September 2018

Sept. 7th - 9th, 2018	All Day	Main Street	24th Annual Oktoberfest
Tuesday, Sept. 11, 2018	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Sept. 13th - 16th, 2018	All Day	Throughout Town	Breckenridge Wine Classic
Sept. 20th - 23rd, 2018	All Day	Throughout Town	Breckenridge Film Festival
Tuesday, Sept. 25, 2018	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

October 2018

Oct. 1st, 2018	Evening	Wine Dinner benefiting FIRC	
Tuesday, Oct. 9, 2018	Noon - 3:00pm	Town Hall Chambers	Budget Retreat
Tuesday, Oct. 9, 2018	3:00pm / 7:00 pm	Town Hall Chambers	First Meeting of the Month
Oct. 13th, 2018	9:00am - 2:00pm	Throughout County	Make A Difference Day
Oct. 19th - 21st, 2018	All Day	Throughout Town	Craft Spirits Festival
Tuesday, Oct. 23, 2018	3:00pm / 7:00 pm	Town Hall Chambers	Second Meeting of the Month

Other Meetings

September 11th, 2018	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 1:30pm
September 12th, 2018	Breckenridge Heritage Alliance	Noon
September 13th, 2018	Upper Blue Sanitation District	5:30pm
September 17th, 2018	Breckenridge Creative Arts	4:00pm
September 18th, 2018	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
September 24th, 2018	Open Space & Trails Meeting	5:30pm
September 25th, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
September 26th, 2018	Summit Stage Transit Board Meeting Summit Combined Housing Authority	8:15am 9:00am
September 27th, 2018	Transit Advisory Council Meeting Breckenridge Tourism Office Board Meeting RW&B Board Meeting	8:00am 8:30am 3:00pm
October 2nd, 2018	Board of County Commissioners Meeting Planning Commission Meeting	9:00am 5:30pm
October 3rd, 2018	Breckenridge Events Committee Childcare Advisory Committee	9:00am 3:00pm



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.

October 9th, 2018	Board of County Commissioners Meeting Workforce Housing Committee	9:00am / 1:30pm 1:30pm
October 11th, 2018	I-70 Coalition	1:00pm
October 15th, 2018	Breckenridge Creative Arts	4:00pm
October 16th, 2018	Board of County Commissioners Meeting Liquor & Marijuana Licensing Authority Planning Commission Meeting	9:00am 9:00am 5:30pm
October 22nd, 2018	Open Space & Trails Meeting	5:30pm
October 23rd, 2018	Board of County Commissioners Meeting	9:00am / 1:30pm
October 24th, 2018	Summit Combined Housing Authority	9:00am
October 25th, 2018	CAST Northwest CO Council of Governments RW&B Board Meeting	7:45am 10:00am 3:00pm
October 31st, 2018	Summit Stage Transit Board Meeting	8:15am
December 5th, 2018	QQ - Quality and Quantity - Water District	9:00am