



**BRECKENRIDGE TOWN COUNCIL  
WORK SESSION  
Tuesday, March 23, 2010; 3:00 p.m.**

**ESTIMATED TIMES:** *The times indicated are intended only as a guide. They are at the discretion of the Mayor, depending on the length of the discussion and are subject to change.*

<b>3:00 – 3:15 p.m.</b>	<b>I.</b>	<b><u>PLANNING COMMISSION DECISIONS</u></b>	Page 2
<b>3:15 – 3:30 p.m.</b>	<b>II.</b>	<b><u>LEGISLATIVE REVIEW*</u></b>	
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		Initiative & Referendum Procedures	Page 67
		Modification to Mountain Pine Beetle Ordinance	Page 79
		Real Estate Transfer Tax Administrative Rules	Page 89
		Emergency Ordinance: Sale of Wildflower Unit	Page 100
<b>3:30 – 4:00 p.m.</b>	<b>III.</b>	<b><u>MANAGERS REPORT</u></b>	
		Housing/Childcare Update	Verbal
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<b>4:00 – 4:30 p.m.</b>	<b>IV.</b>	<b><u>OTHER</u></b>	
		Gondola Summer Operation	Page 26
<b>4:30 – 6:30 p.m.</b>	<b>V.</b>	<b><u>PLANNING MATTERS</u></b>	
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		<b>*ACTION ITEMS THAT APPEAR ON THE EVENING AGENDA</b>	Page 59

***NOTE: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held.***

***Report of Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.***

**MEMORANDUM**

**To:** Town Council

**From:** Peter Grosshuesch

**Date:** March 17, 2010

**Re:** Town Council Consent Calendar from the Planning Commission Decisions of the March 16, 2010, meeting.

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**DECISIONS FROM THE PLANNING COMMISSION AGENDA OF March 16, 2010:**

**CLASS C APPLICATIONS:**

1. Powderhorn Condominium Exterior Remodel, PC#2010007, 745 Columbine Road  
Exterior renovation of condo complex to consist of: the installation of new natural stone veneer at the garage door area, new railings, new 8" stucco band, new light fixtures and new base exterior colors. Approved.
2. Appel-Meiser Residence, PC#2010012, 49 White Cloud Drive  
New single family residence with 4 bedrooms, 4.5 bathrooms, 4,437 sq. ft. of density and 5,198 sq. ft. of mass for a F.A.R. of 1:2.17. Approved.
3. Sheldon Residence, PC#2010016, 207 North Goldflake Terrace  
New single family residence (replacing existing A-frame) with 4 bedrooms, 5.5 bathrooms, 4,634 sq. ft. of density and 5,647 sq. ft. of mass for a F.A.R. of 1:7.26. Approved.

**CLASS B APPLICATIONS:**

1. Shock Hill Cottage Footprint Lot, PC#2010014, 73 Regent Drive  
Subdivide property to create one footprint lot around one existing single family home. Approved.

**CLASS A APPLICATIONS:**

1. Peak 8 Alpine Coaster Ride, PC#2010013, 1599 Ski Hill Road  
Installation of a new coaster ride and facilities structure at the base of Peak 8. Project entails grading, tree removal, erection of the ride, and construction of an operations building. Approved.

PLANNING COMMISSION MEETING

THE MEETING WAS CALLED TO ORDER AT 7:00 P.M.

ROLL CALL

Rodney Allen                      Jim Lamb                      JB Katz  
Dan Schroder                      Dave Pringle  
Michael Bertaux arrived at 7:30pm.  
Leigh Girvin was absent.

APPROVAL OF MINUTES

With no changes, the minutes of the March 2, 2010 Planning Commission meetings were approved unanimously (5-0).

APPROVAL OF AGENDA

Mr. Neubecker stated that the Bradley Residence Historic Renovation, Variance and Landmarking, PC#2010002, at 231 East Washington Avenue, was to be presented as a second preliminary instead of final because of two added variances that had not been advertised. Mr. Grosshuesch noted the Peak 8 Alpine Coaster has been advertised on the radio and the Commission may want to move the hearing up earlier if the public shows up for it. With no other changes, the Agenda for the March 16, 2010 Planning Commission meeting was approved unanimously (5-0).

**CONSENT CALENDAR:**

1. Powderhorn Condominium Exterior Remodel (JP) PC#2010007, 745 Columbine Road
2. Appel-Meiser Residence (MGT) PC#2010012, 49 White Cloud Drive

Mr. Pringle: Was this the flag lot issue I recall from an earlier meeting? (Mr. Neubecker: Yes. We changed the setbacks with as variance and they are proposing the house within the approved setback.) Did the neighbor still have an issue with the deck? (Mr. Thompson: I asked the applicant to put in some additional shrubs, and they also are doing the larger setbacks from the complaining neighbor's house; 25' as opposed to 15' per current code. Applicant agreed on the floor to use 25' rear setback, which is the same setbacks as the neighbors.)

3. Sheldon Residence (CK) PC#2010016, 207 North Goldflake Terrace

Mr. Allen: This is an old A-frame coming up on 50 years old; is this an upgrade to the Weisshorn and therefore the town? (Ms. Katz: There is nothing we can do anyway since it is out of the historic area, correct?) Yes, I think this looks great.

Mr. Pringle: Are we giving the same service and review to a consent calendar item (such as large condo remodel)? Do we need to do a more of a critical review? Or is it ok just because it will look better than it does currently?

Mr. Allen: This is a philosophical discussion; we need to stay with code. (Mr. Neubecker: Let's put under "other matters" at the end of the meeting.)

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

Prior to the worksessions, there was discussion among the Commission about remodels on condos that might need more critical review. (Mr. Neubecker: The Commission can't discuss issues that are not proposed to change, such as parking or building height with existing structures; just aesthetics, since that is all that's being proposed for change. We are getting something better, isn't that good? If we stick it to them in their application, will they not do the remodel? Probably.)

Ms. Katz: Associations need to look at the tipping point financially. I am happy with staff and how they evaluate whether a project needs to come to a worksession or not.

Mr. Allen: Many people can't get loans for these assessments any more with the new banking rules.

Mr. Pringle: We need to be faithful to the code and how we enforce the code. (Mr. Neubecker: Are we seeing things that are not meeting the code?) I am asking, do we want people to come in so we can talk to them about the concerns the Commission might have about the exterior and see if they will do more than they show? Generally a consent calendar item is not reviewed; these things are whisked through. Is a consent calendar project the way to go on a large condo complex remodel? Some have come through as work sessions; some have come through as consent calendar items. (Mr. Neubecker: The Village at Breckenridge did do a work session before their formal application, since it was such a big project. We will add this topic to an agenda at a future date.)

Mr. Rossi: Would you direct staff to look at what the code is now? What other options they have? (Mr. Neubecker: We have to look at the code. We can't ask for things they don't have or we cannot require things that are not in the code.) Can you add to the agenda topic a discussion on how energy efficiencies may come into play in the application? Staff can help find rebates etc.

Mr. Lamb: I disagree with Mr. Pringle; staff spends a great deal of time prior to the consent calendar evaluating the project.

#### WORKSESSIONS:

##### 1. Footprint Lots

Ms. Puester presented. Staff held worksessions on footprint lots with the Commission February 3, March 17, October 20, 2009 and February 16, 2010. The concern around these discussions was the development occurring in the Conservation District, where primary looking structures were being approved in rear yards, leading to development patterns and street appearance in conflict with the historic character of the District.

Staff has assembled the points of consensus among the Commissioners from past worksessions within the proposed policy changes which are attached in the packet.

Main proposed changes include:

##### Subdivision Code:

- Within the Historic and Conservation District, footprint lots should only be permitted in the Downtown Overlay District. (Footprint lots would still be permitted outside the Conservation District.)
- Setbacks for separation of structures/footprints and follow the historic character.
- Setbacks for the perimeter of footprint lots outside the Conservation District.

##### Design Standards:

- Secondary structures should be smaller scale buildings.
- Secondary structures should have a simplistic design (e.g. little ornamentation, simple windows, simple siding, etc.).
- Require setbacks between structures.
- Building material for secondary structures should appear as natural wood.
- Also included is language for primary structure building materials to be typically 4-4 ½" lap siding, which was not specifically listed in the Design Standards.

If the Commission is comfortable with the proposed policy modifications, Staff will proceed to the Town Council for first reading.

#### Commissioner Questions/Comments:

Mr. Bertaux: On Number 82, existing design standard, page 36: should the language be more of a requirement? Should we change "may" to "should" or "shall"? Same for third bullet item; is it better for "should" or "shall" to be used instead of "may be considered"? Be more emphatic. Stronger words would make policy 82 work better and not be as contradictory. I would like to see some wordsmithing to make policy 85 more clear regarding variation of ridgelines, which should be broken up. Otherwise ready to move on to Council.

Ms. Katz: Question on policy 82, is it contradictory; you are not talking about secondary structures but primary structures, correct? House on west side, south end of French street, they put on a rear addition that is taller but it is on the rear of primary structure. (Mr. Neubecker: The Cooney residence; it works there on the primary residence. It's also not highly visible.) Maybe we should just say this policy does not apply to secondary structures. (Mr. Allen: Say that it applies only to the backside of a primary building.) Yes, that sounds good. I agree with Mr. Allen's suggestion.

Mr. Schroder: I don't think that policy 82 should be absolute. (Mr. Neubecker: It leaves some flexibility up to the Planning Commission. Primary consideration of view is "from a public way".)

Mr. Allen: On policy 89, third bullet point, using "1/3 of the building length". Where did that come from? (Ms. Puester: The structures need to be set apart from each other; secondary apart from the primary. We tried to determine what would be an appropriate distance apart and this is what we came up with based on previous projects. We can certainly discuss this.) (Mr. Neubecker: This setback came

about because of Mr. Mamula's concern about the project on the corner of Watson and Main. The minimum of 6 feet is based on the building code, for structures of different lots; and the 1/3 length is so that if a primary building is very large, there will be more space between secondary structures.)

Mr. Pringle: There are multiple lengths in different bullet points. (Ms. Puester: We will change it from 5 feet to 6 feet for consistency.) Policy 90, most common material on secondary structure is unpainted wood. Were there some that were just less ornate versions of the original primary structure? Weren't some painted? (Ms. Puester: Looking at photographs, most were bare wood.) (Mr. Neubecker: We don't necessarily know what was on there when they were built originally, but what they were later.) Corrugated metal came along later, was not primary fabric when the structure was built. (Mr. Neubecker: Metal was there during the period of significance. We don't see paint on many of them. They did not have the ornamentation on the secondary structure, but they did on the primary. The primary structure was where the money was spent, where it would be more visible. Secondary structures had animals and tools etc.)

Mr. Allen: I think it makes sense to make them match to 6 feet setback between buildings.

Mr. Schroder: Staff put together a good report, put together all our concerns. Ready to go to Council.

Ms. Katz: I agree, I think with the changes mentioned tonight, it is ready to go to first reading.

Mr. Rossi: Third bullet point should be two words, "set" and "back". (Ms. Puester: I will correct that.) I will take your compliments to the Council; I won't waste your time here.

## 2. Bistro Lights

Ms. Puester presented. Staff was directed by the Town Council to look at amending the Exterior Lighting Policy (Chapter 12 of the Development Code) to allow for lighting along walkways to storefronts internal to a site.

Staff took the issue to the Planning Commission and has made the following modifications since the February 16<sup>th</sup> worksession based on Commissioner comments:

- Modified the definition of holiday lighting to include lighting which forms a canopy between buildings, internal to a site. Holiday lights are permitted from November 1<sup>st</sup> to the end of the ski season.
- Bistro lighting for outdoor restaurants/bar areas permitted in all Lighting Zone Districts (rather than only Lighting Zone 1).
- The word "dining area" has been replaced with the word "restaurant" for clarification.
- Bistro lights are to remain permitted from May 1-October 31.

Staff included the canopy of lights within the holiday lighting definition. The purpose of this was to prevent confusion between building outlining and a canopy of lights between buildings/storefronts. Holiday lighting also is currently allowed only from Nov. 1 through the end of the ski season.

The definition of bistro lights has been proposed to remain limited to outdoor restaurant/bar areas. However, staff has proposed a restriction of wattage and hour limitation as recommended by the Commission.

Staff has not proposed to require a permit for holiday lights or bistro lights. Staff believes that this currently works well as an exemption and not much will be gained by requiring a permit. Staff also has not proposed any language on time of day for holiday lights to be turned off. This is not required for other on site lighting and we feel that this would be both an enforcement and public relations challenge.

If the Commission is comfortable with the proposed policy modifications, Staff will proceed to the Town Council for first reading.

### Commissioner Questions/Comments:

Mr. Schroder: I have a problem with "food service hours only"; they should be allowed to have their lights on when they are open. Do bistro and holiday lights need to be removed at the end of the season? Are they really going to take them down? (Mr. Neubecker: You don't have to take them down; you just have to turn them off.) (Ms. Puester: Right now we don't have a time of day to turn them off. If shops close at 8pm and someone is driving into town at 9pm, the Town would look dark if holiday lights are turned off.) At Main Street Station, there is a little amphitheatre with a long string over that. Who owns that? Does that qualify? (Mr. Neubecker: The HOA owns it; it would qualify under the

canopy lights provision.) There was one strand over one side and one over the other, it looked weird. I am almost at the same place I was before, wondering why we are we messing with this. Not sure why this is an issue to regulate.

Mr. Bertaux: Under Bistro Lighting, during business hours will we require restaurant owner to turn them off? (Ms. Puester: If you are a bar and you close at 2am, the code as written would require you to turn them off at 2am. Enforcement would be difficult with timing and would likely be based on a complaint basis.) I am suggesting stronger language, but also think it is ready to go to Council. We could require them to have a timer that turns them off. (Mr. Neubecker: We can have a time they have to go off but how they turn them off is usually up to the owner.) Tougher language is needed with a time limit in the code. Requiring a permit would require a fee; do we want to put that on the staff and property owner for a string of lights? I think we can solve it with language instead of a permit. (Mr. Neubecker: Staff is proposing this as holiday lighting; to require the few canopy people to come in and get a permit might be considered onerous.) That is why I suggest they turn it off at the end of the season. Also, need to define canopy lights.

Mr. Allen: Concerned about restaurants that are open until late right next to residential units. If we have them shut them down the canopy lights at 10pm, will there be other lights on? Can we ask about that too? (Mr. Neubecker: Yes.) There was a consensus last time for clear or white only for the canopy lights. (Mr. Neubecker: That is going to be very difficult to enforce if they also have colored holiday lights all over the building; it will be hard to tell them white only for one part and not the rest.) Still think the canopy lights need to be clear or white. (Mr. Neubecker: This is going to be a major issue enforcement wise and it will not make sense to the property owner. People walking by will not notice the difference with all of the other lights up.) Canopy light length restriction? (Ms. Puester: It doesn't work well because different lengths of buildings, sites and so on.) In the Towne Square Mall, we don't have an exterior lighting plan just for holiday and canopy lights; it would be onerous if we were dictated to on what we can do there.

Mr. Pringle: We have multiple issues. (Ms. Puester: We did start a discussion last time on hanging lights between buildings not on the same property.) Why are we not asking for a permit? (Mr. Neubecker: We have had a good experience with no permit for holiday lights.) I thought this whole discussion was because there are buildings with court areas that they are stringing lights between, it's not bistro or holiday, but permanent lighting for their walkways. (Mr. Neubecker: So far we have seen in one or two cases of canopy lighting and only in the winter, so that is why we are proposing this be part of holiday lights.) If a place like the Shops on Historic South Main are going to want to do that, why don't we have an exterior lighting to get a handle on it? We might want to have them present a plan of what they are actually going to do and require a permit. I think they will want them on year round. Canopy lights are still different from holiday lighting. This is to illuminate the walkway. (Mr. Neubecker: Its usually not for required lighting but to designate activity in the area.) We are talking about the hybrid, canopy lights, not holiday and not bistro; needs a review and permit.

Ms. Katz: Is this like La Cima? Don't they have those up year round? Fatty's used to have it but they built over that area. (Ms. Puester: That would be bistro lights.) Maybe it needs to not be just winter. Maybe it is creating an entryway. (Mr. Neubecker: Too hard to distinguish between holiday lights and canopy lights, that is why we went with the holiday light timing.) This part of it is giving us issues, can you talk to a couple of people who are doing this and find out what they think? (Ms. Puester: I will talk to those who have these up, find out what they want, what their hours have been thus far. We have not gotten complaints on this issue which is why we went to no permit. I will get a memo out on the results of that conversation.) We need to do an informal survey as to where it can be done. (Mr. Neubecker: We might take out the "single lot" requirement; it might be in too many places.) Let's get the feedback, not sure you should open it up to between buildings on different properties. If you are going to open it up to that, you may need a permit. Not willing to go that way, between lots, talking about trying to get people into places where you don't want them. I don't want to make it more complicated for the couple of people who are doing it. (Mr. Neubecker: We will have to write in "not over public right of way", "not over streets", etc.) Define canopy lights, do not require a permit, and do not allow them between lots.

Mr. Lamb: I just don't see them needing a permit; requiring a permit is onerous. Should just write more detailed requirements? Have bulb spacing requirements in addition to the wattage limits.

Mr. Rossi: Split level mall storefronts are next to one another. What if I want to hang them from the railing to the next storefront, if there is not a structure in front, and they could put something on the railing to

the upper level? (Mr. Neubecker: We may just need to say “between buildings” rather than “storefronts”.) Wants to see what happens with definition of “store front”. One consideration, Main Street Station is an example, lights over eaves, some are burned out, not one strand is complete with full lights. Do we have a provision that they can’t look bad or not be maintained? (Mr. Bertaux: Add “shall be maintained” to holiday lights definition.)

#### TOWN COUNCIL REPORT:

Mr. Rossi: Town Council will make sure that they have enough time for the joint meeting with the Planning Commission, per the Commission’s request. Commission asked if Council could come to the Planning Commission meeting instead; Council indicated that they are not interested in that arrangement.

Mr. Allen: On Valley Brook, can you let us know what is going on?

Mr. Rossi: Our discussion was in executive session, but now that it has been in the paper, it is publicly out there, so I can talk about it. The Council decided it makes more sense to build a few parts of the project at a time instead of the whole project at once. Mercy Housing is no longer in the picture. The departure of Jane Harrington from Mercy as well as other Mercy lead staff changed that relationship. Also, now the Town will not need any financing and can do the project in-house without a loan. Some discussion at the Builder’s Association on whether the plans are still appropriate. There is a lot of talk out there. The current plans are LEED Silver, which addresses the sustainability factor, but not sure if they address this climate, crawl spaces and so on. If we want to do new plans, there will be a cost, but it is possible, and there has been some talk about it. Rethinking includes how much is 80% vs. 120% AMI; perhaps making all units 80% AMI, which would add cost to the project, but we are saving developer fees and could put that back into the project. I was unhappy Tim Berry was not in the audience, he was out sick, but the meeting did go into executive session for this topic. Some of the discussion was probably appropriate for executive session but I thought some was not. It seemed like executive session was done in order to clear the room.

#### SECOND PRELIMINARY HEARINGS:

1. Bradley Residence Historic Renovation, Variance and Landmarking (MMO) PC#2010002, 231 East Washington Avenue

Mr. Mosher presented a proposal to perform a historically compliant exterior remodel and interior remodel that will include a full basement beneath the historic footprint. A small shed is also proposed at the southwest corner of the property. The existing deck that crosses the west property line is to be removed. The location of both the houses and the existing density overages are “grandfathered” as legal non-conforming with the recordation of the plat. This is a very small lot at only 2,428 square feet, significantly smaller than a historic narrow lot. Three separate variances are sought for:

1. Slightly increasing the slope of the primary roof to be more compliant with the historic neighborhood.
2. Re-placing the historic house at the same 5-foot rear setback after moving it for creation of a basement.
3. Placing the proposed shed in line with the house at the 5-foot rear setback.

In addition, the applicant is seeking to locally landmark the property. A color and material board was presented. The size of the lot is what is driving two of the variances with this application.

#### **Changes from the Previous Submittal**

- The front porch has been widened slightly.
- Larger dormer on the south shed roof.
- Slight adjustment in the window placement in the existing non-historic openings.
- Variance criteria for changing the slope of the primary roof was included.
- Variance criteria for re-placing the house at the 5-foot rear yard setback was included.
- Variance criteria for placing the small shed at the 5-foot rear yard setback, in line with the house, was included.
- Local Landmarking criteria was identified.

### Staff Comments

The presented plans indicate a proposed restoration that would bring the architecture of the house back to how it might have looked when it was originally constructed and more into compliance with the Town's Historic Guidelines and in this Character Area. The changes would include:

1. The footprint/perimeter walls will remain the same; no additional density is to be added above ground.
2. Maintaining the historic exterior walls and historic openings.
3. Raise the plate height of the walls 9 inches at the south elevation and 18 inches at the north elevation to allow for window and door headers and to meet the minimum required building code head clearance. Currently there are no headers over the doors and windows and the head height is below the minimum requirement.
4. Replace the low sloping roof(s) and create a new roof with a steeper 10:12. (Priority Policy 121.)
5. Create a front porch. (Design Standard 129.)
6. Remove the non-compliant, non-historic windows and replace with vertically orientated double hung compliant wood windows.
7. Create a full basement/foundation (based on approval of locally landmarking the structure) for additional living space.
8. Build a new detached shed (outbuilding) for storage at the back of the lot. (Design Standard 127.)
9. Reside the structure with historic compliant horizontal lap siding 4-4 ½" exposure. (Priority Policy 125.)
10. The roof would be re-sheathed with historic compliant cut wood shingles.
11. The house would be shifted slightly on the lot, squaring it up, to allow for parking on-site.
12. The house would have substantial permanent electrical, plumbing, and/or mechanical system upgrades.

The applicant proposes a thorough renovation of this historic home and has closely followed the design guidelines of the Handbook of Design Standards for the Historic and Conservation Districts, with the exception of maintaining the existing roof pitch, to create a finished home that will contribute to the Town's Historic District and neighborhood. The proposed reduced rear and one side yard setbacks for the house and shed have minimal impact to the neighborhood and benefit the neighborhood by enhancing the front and side yard facing the two right of ways. Additionally, the Town's current local designation (1991) of the property is "Contributing with Qualifications". After the proposed restoration the Town Historian suggests this be raised to "Contributing".

Staff had five specific questions for the Commission, and encouraged any further feedback.

1. Did the Commission support a variance for Policy 5/A, Architectural Compatibility, allowing the existing roof pitch being increased slightly to better contribute to the historic character of the neighborhood?
2. Did the Commission support a variance to Policy 9/A, Placement of Structures, allowing the historic structure to be re-placed in the same location, 5-feet off the rear property line, after the improvements?
3. Did the Commission support a variance to Policy 9/A, Placement of Structures, allowing the small shed being placed in line with the house, 5-feet off the rear property line?
4. Did the Commission support the criteria listed for locally landmarking the building?
5. Did the Commission support allowing the eaves of the shed and house to encroach 12" into the setbacks as described in Policy 9/A?

Janet Sutterley (Agent), Architect: I have nothing to add, Mr. Mosher covered everything. Nothing has changed other than cleaning up the architecture a little bit. I've reduced the depth of the shed by 2-feet to maintain the on-site parking while aligning it with the 5-foot setback. One parking spot is only 4-1/2 feet over the property line and aligns with the existing wood retaining wall already there. Thank you to staff for coordinating the well-written variances. It may be pretty complicated, but it is really pretty straightforward. Simply, we can't comply with the suggested setbacks due to the lot split. (Mr. Allen: What would be impact of making shed small enough to get all of the parking on site?) That would get us down to about 7-feet deep, so not workable at all for the purpose. I tried but couldn't get it down any further.

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

Commissioner Questions/Comments:



Mr. Schroder: Following staff's recommendation. This lot is the "gateway" to this block. It is a great corner, and it is currently looking pretty crummy. In support of all five questions in the report. Move forward completely without reservation. Go to final.

Ms. Katz: Thoughtful project. It does improve the lot and makes the structure better-contribute to the neighborhood and to the historic district. Appreciate all the work. I generally dislike variances too, but I agree with all of them in this case. Fine with landmarking criteria, agree with a steeper roof, yes on question 2 on 9A. No issue with the eaves encroaching into setback either. No issues with this project on this particular lot.

Mr. Lamb: In agreement with all. I supported it the first two times we reviewed this. This lot is the poster child for the suggested variances. In support of all five variances, good to move on.

Mr. Pringle: Agree. In favor of all five issues. Ms. Sutterley did a great job on a very difficult site. House will look a lot more historic, reinforcing our standards.

Mr. Bertaux: Agree with other Commissioners, support the variances. Setback issue about the shed, not a measurable concern. Needs to follow the spirit of the property and it does.

Mr. Allen: Absolutely fantastic, support all the variances, support landmarking. No issue with the retaining wall, just an issue with the parking, prefer to see all on-site. Kind of hung up on that. We encourage sheds, I would like to see the shed get small enough to get all of the parking on site, but that is my only hang up.

**COMBINED HEARINGS:**

1. Shock Hill Cottage Footprint Lot (MGT) PC#2010014, 73 Regent Drive

Mr. Neubecker presented a proposal to create one footprint lot within the Cottages at Shock Hill. The Commission is familiar with the development; the houses go through footprint lot once they are built. No issues from staff perspective.

Mr. Tom Begley, Applicant: Mr. Neubecker covered it. This application is similar to Lots 2 and 6 you have already seen.

Commissioner Questions/Comments:

Mr. Bertaux: Is this the employee housing unit? (Mr. Neubecker: No, the employee housing unit is across Regent Drive.)

Mr. Pringle: So this is just a housekeeping issue? (Mr. Neubecker: Correct.)

Mr. Pringle made a motion to approve the Shock Hill Cottage Footprint Lot, PC#2010014, 73 Regent Drive, with the presented findings and conditions. Mr. Bertaux seconded, and the motion was carried unanimously (6-0).

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

2. Peak 8 Coaster Ride (CK) PC#2010013, 1599 Ski Hill Road

Mr. Bertaux abstained from the discussion as an employee of the Breckenridge Ski Resort / Vail Resorts.

Ms. Katz disclosed that she did watch the YouTube video of the Park City Coaster Ride.

Mr. Neubecker passed out questions from Ms. Girvin, who could not attend the meeting.

Mr. Kulick presented a proposal to install a new Alpine Coaster Ride and 540 square foot facilities structure at the base of Peak 8. The project would entail grading, tree removal, erection of the ride, and construction of an operations building. The ride would be approximately 2,500' long and is intended to operate during the summer and winter with the possibility of nighttime operations. The ride is similar to the Alpine Slide, but on rails instead of cement track. The Alpine Coaster would be located between Twister and Dyersville runs on Peak 8. Density for the building would come out of the Ski Area's total for skier services at Peak 8. Mr. Mosher will assist with the housekeeping and tracking of that density.

The Coaster is intended to be introduced as a new feature to bolster animation into the base area and offer an improved entertainment experience to the guests and our community. This is a summer/ winter use that will operate June 1 through September 15 and early November through mid April of each year. The Applicants are also proposing some

nighttime operations. The Coaster is an all-season ride that is similar to the existing Alpine Slide that is comprised of steel track and individual cars. Unlike the Alpine Slide, the proposed Coaster's cars are propelled up the track to the beginning of the launch point, similar to a roller coaster. Participants are strapped into the individual cars and are able to control the speed of the descent. The proposed Coaster application consists of:

- Installation of approximately 3,000' of steel track.
- Tree clearing and grubbing of approximately 0.61 acres. Slash and timber would be removed from the site and/or buried in select locations.
- Grading of approximately 0.5 acres to facilitate track installation and installation of an operations facility.
- Revegetation of disturbed areas with Forest Service approved weed free mulch.
- Water quality features to be installed per the direction of the Town Engineering Department.
- Installation of a 540 SF operations facility that would house car storage, mechanical and electrical services, a small operator's room and an overhanging roof to provide shelter during passenger loading and unloading.
- Town compliant dark sky lighting would be installed at select places along the track.

Staff had discussion with the applicants, Vail Resorts, on future plans for other recreational opportunities. At this time, the Breckenridge Ski Resort does not have any master plan for other recreational options in the area, but does continue to evaluate concepts as they arise.

Staff did consult with the Town's wildlife biologist on the project, who responded just a day prior to the Planning Commission meeting. The consultant stated that the Coaster would create some habitat fragmentation, but that fragmentation already existed in the area, so a large additional impact would not be created. Noise would actually be less than the existing Alpine Slide.

**Point Analysis (Section: 9-1-17-3):** Staff found that all Absolute policies would be met with this application. Staff recommended positive three points (+3) under policy 20/R-Recreational Facilities, as well as two negative points (-2) under policy 7/R-Site and Environmental Design, for a passing score of positive one point (+1).

Staff welcomed any Commissioner comment. This application was advertised as a Combined Preliminary and Final Hearing. If the Commission has concerns with approving this application as a Combined Hearing, Staff asked that the Commission continue the application to a later date, providing Staff and the applicant time to address any concerns.

Mr. Jeff Zimmerman, Vail Resorts (Applicant): I have nothing to add, Mr. Kulick summarized appropriately. I have brought more photos if that would help, and am happy to answer any questions. (Mr. Zimmerman introduced Mr. Gary Shimanowitz, Manager of Mountain Operations for the Breckenridge Ski Resort.)

Commissioner Questions/Comments:

Mr. Lamb: Will this replace the Alpine Slide? (Mr. Zimmerman: No. The Alpine Slide is a summer only attraction. The Alpine Coaster will be year round.) How high off the ground? (Mr. Zimmerman: The average elevation is 1 meter (3-4 feet). It runs with the topography of the land. The sections that cross over the road are higher, 14-15 feet, so the snow cats can go under in those locations. There will be a dozer and blower or manual labor to clear the snow off the track, if needed.)

Mr. Pringle: What is the material going to be around the track? (Mr. Zimmerman: Anywhere the track is higher off the ground there will be netting for safety. We tried to minimize how much netting for cost reasons and to make the ride more exciting, so most of the track is closer to the ground.) What about pine beetle? If the trees die around the ride, what is the plan for revegetation? Do you anticipate to replace the buffer? (Mr. Zimmerman: Fairly healthy stand, not a lot of lodgepoles in there; but there is extensive long range management program with the ski area to address that.) (Mr. Shimanowitz: Similar to what we do on the lift line. We would selectively cut dead and dying trees, and we are currently reviewing our plan with the Forest Service now.) We anticipate some deforestation. Want to anticipate that we may need to have to plant some trees. (Mr. Zimmerman: If it gets to the point that we need to do it in the area, we can certainly look at that. The site is flanked on both sides by huge clear cuts, the ski runs. Track is low throughout; it is going to be hidden visually. It will be something to look into in the future.)

- Mr. Allen: How does this get evaluated in terms of landscaping? (Mr. Kulick: Because this will be in an already treed area, we see buffering around the attraction already. We do not see this as an issue.) (Mr. Neubecker: We see this as a recreational opportunity; we do not see this as regular development requiring additional landscaping.) Would you revegetate? (Mr. Shimanowitz: Not in the current Forest Service plan; we follow the Forest Service guidelines.) (Mr. Zimmerman: We will follow Forest Service prescriptions. Map is showing 0.61 acres of clearing. Working the scalloping feature into the Coaster to enhance the ride.) Compared to the Alpine Slide, will the visual impact will be less? (Mr. Zimmerman: Definitely, the Alpine Slide is almost entirely in the open, the Alpine Coaster will be almost 90- 95% in the trees.)
- Mr. Schroder: Thinking about the visual impact. Spoke to my 6 year old daughter, who wants to make sure it doesn't impact the skiing experience. If it is at night and in winter, will it impact the ski experience, will the lights impact the area at night? (Mr. Zimmerman: Lighting is not anticipated to be like the half pipe. Lighting at the maintenance facility and where you get on and off. Lights periodically along the ride will be more accent lighting. Coming in and out of the lighted areas enhances the ride.) (Mr. Shimanowitz: Many times in the summer, the Alpine Slide was at capacity. People were waiting in line. This is an additional option for all age guests. On skiing, the Coaster will be elevated over the ski trails, skiers can go under where the snow cats can drive under.) What about lightning? (Mr. Zimmerman: Safety is first priority, but lighting will be accent along the track.)
- Mr. Allen: Ms. Girvin had a question about safety and who maintains the Coaster. (Mr. Zimmerman: The track is monitored by the Department of Labor because it is closed loop system. Same people that inspect rides at fairs and Elitch's. The Alpine Slide is monitored by the Colorado Tramway Board because it is not a closed loop system. There is a licensing process for the Coaster and it will be built to ASTM insurance standards and TUV engineering standards, which are more stringent than ISO.) Building and roof pitch? (Mr. Zimmerman: Roof will be 5:12, we kept it as low as possible to still get drainage. On a bit of a hillside, and we did not want it too steep against that hillside. Less visual impact.) Lighting, can you expand a little bit on that? To Staff, do they have to have code compliant lighting? (Mr. Kulick: They would have to comply with the Town Lighting Ordinance. The half pipe is a temporary special event; the Coaster would be permanent and would have to comply with the Town of Breckenridge lighting ordinance.) (Mr. Neubecker: There could be security lighting during construction, but permanent lighting would have to comply with Town Lighting policy.) (Mr. Zimmerman: Light would be above shining down.)
- Mr. Schroder: Timeline for construction if you get approval? (Mr. Zimmerman: We hope to be in operation by August, 2010.) (Mr. Shimanowitz: 8 weeks for production, 8 weeks for construction.)
- Mr. Allen: Roof pitch, other similar examples? (Mr. Neubecker: Newer buildings are generally 8:12. Older are closer to 5:12.) (Mr. Mosher: Impact to hillside is brought down with lower pitch.) (Mr. Kulick: It is a secondary building.) (Mr. Neubecker read from the Master Plan for the Peak 8 Base Area: main guest arrival location busier, high energy location facilities to serve Peak 8, visitors and guests mountain front plazas visual impacts minimized using stepped down roof lines. Under design standards: Architecture will present rustic mountain lodge style, large sheltering roof forms, sense of informality, wood elements stained with muted colors, design diversity based on these qualities. This anticipates large grand lodge style buildings.) (Mr. Zimmerman: The roof is asphalt shingles, with added details on the columns.)
- Mr. Pringle: Amount of grading? (Mr. Zimmerman: Yes, some grading to align the track.) Roof? (Mr. Zimmerman: It could be 6:12 or 7:12 with no issues. More than that we would have some issues.)
- Ms. Katz: I don't think anyone wants this building to mimic One Ski Hill Place.
- Mr. Pringle: What about the kids' ski school sprung building? (Mr. Zimmerman: That sprung is tied to opening of Building 804.)

Mr. Allen opened the hearing to public comment.

Ben Brewer: How do people get up to the base of this? (Mr. Shimanowitz: In the winter we will put temporary stairs in the snow. In the summer, guests will just walk up the kids castle stairs.) (Mr. Zimmerman: One can also ski to it from Chair 7. Similar access as how kids get into the sprung building.)

Joe Foreman: Construction impact to public land? Impact on water quality? (Mr. Zimmerman: No impacts to public lands. Above triangle of land near kids castle. On water quality, any erosion will have revegetation

afterwards and we will also adhere to any recommendations from the Town Engineer. Water bars will go to the south of the Forest Service land so no earth drains onto forest service land.)

There was no more public comment and the hearing was closed.

- Mr. Allen: Why did the bottom of the Coaster not come down a little closer to the base area? (Mr. Zimmerman: Only so much room to not impact skiing. Does allow walking and skiing access but does not impact the congestion at the base of Peak 8. Did not want to impact the skiing experience at all.)
- Ms. Katz: What about conflict between pedestrians and skiers? (Mr. Shimanowitz: We will place temporary fencing to direct the Coaster guests.) (Mr. Zimmerman: Safety is the first priority.) (Mr. Shimanowitz: Similar access as getting to Rips Ride.)
- Mr. Kulick: What about ticketing, where will that happen? (Mr. Zimmerman: The Coaster building is for storage and maintenance. We anticipate guests will buy tickets at the base area.)
- Mr. Pringle: Debate among people in Town with commercial activity up at Peak 8. More activity is ok, but want less commercial. More animation is great for the guests and for the Town. Wonderful amenities to have up there. Need to pay close attention to impacts, future loss of vegetation. No problem with night proposal at this time. Don't think this will be noticeable at all from Town. Organized architectural character for these outbuildings. Need to be great stand alone structure and not too much clutter. This building won't throw it out of whack, you won't see this one. (Mr. Shimanowitz: We are trying to mimic the architecture of the smaller buildings when we redo them.)
- Mr. Lamb: After 22 years, I finally rode the Alpine Slide last summer, it was a blast. I never knew how much goes on up there in the summer. I think this is needed. I was amazed how many people are up there in the summer. I thought this was replacing the Alpine Slide. I trust you on the grading and water quality.
- Ms. Katz: I am fine with it, and it passes the point analysis. When I was on Town Council and we talked about running the gondola in the summer, this is what we hoped for. Hope the Town and the Ski Area can figure this out and get the cars off ski hill road. Zero impact. I am fine with it.
- Mr. Schroder: The vitality is great. In support of recreational opportunities.
- Mr. Allen: I agree with everyone, adds vitality. Concern is revegetation over next few years. Also concerned about 5:12 roof pitch. Doesn't delineate between large and small buildings. Would like to see 8:12 pitch on roof. Hillside will still help screen this. (Mr. Zimmerman: No reason we couldn't go steeper. How can we do that?) (Mr. Neubecker: We can agree on the floor to go to 8:12 or have it be an additional finding of condition.) (Ms. Katz: We did not think in the Master Plan language about the smaller outbuildings.) (Mr. Neubecker: You can amend the master plan if needed.) (Mr. Mosher: One way might be to add gables for the entry to embellish the building.)
- Mr. Lamb: I hear what Mr. Allen is saying, but I don't find it objectionable in this location. (Ms. Katz: I agree. It fits for what it is.) (Mr. Schroder: I agree with the way it looks as it is presented.)
- Mr. Pringle: Recommended a tie-in to Building 801. (Mr. Zimmerman: We spent a lot of time on the roof design. Functionally the geometry works best, could easily be 6:12. To go to 8:12 is more complication. 6:12 is no issue, adding dormers and gables would be bumping into cost, then it becomes a bigger building.)

Mr. Pringle made a motion to approve the point analysis for the Peak 8 Coaster Ride, PC#2010013, 1599 Ski Hill Road. Mr. Lamb seconded, and the motion was carried unanimously (5-0).

Mr. Pringle made a motion to approve the Peak 8 Coaster Ride, PC#2010013, 1599 Ski Hill Road, with the presented findings and conditions and an additional condition of approval for prior to construction that the roof pitch would be increased to 6:12. Ms. Katz seconded, and the motion was carried unanimously (5-0).

**OTHER MATTERS:**

- Mr. Allen: Concerning the site visit last week to the net zero house. Putting geothermal outside of disturbance envelope; since every home being built takes up the entire disturbance envelope, do we need to allow that? Concern is the disturbance resulting from the drilling.
- Mr. Schroder: Would you be on your neighbor's property? (Mr. Allen: No, you would be on your own property.)
- Mr. Lamb: Can you drill the holes under where the foundation will be? (Mr. Allen yes, but concern was if system failed.)

Mr. Kulick: Could do an exception with negative points, but require them to revegetate, reseed?  
Mr. Pringle: When you talk about a disturbance envelope, you are talking about violating the disturbance envelope. We need to think about the change to our code.  
Mr. Allen: Do we want to put this on the agenda and talk about it?  
Mr. Pringle: Absolutely.  
Mr. Mosher: Issue with the Shores was sediment that came out of the drilling.  
Mr. Allen: Put on the agenda, do some research and call some other Towns, find out what the issues would be.  
Ms. Katz: Good to do it now instead of under the gun with an application.  
Mr. Pringle: Have to be careful about building envelope which creates issues. Need to tread carefully with the fact that you can't mitigate the negative points of an absolute policy by doing geothermal.  
Ms. Katz: Need to touch on these things as an educational process.  
Mr. Pringle: We are designing renewable energy policy for the town like a horse and buggy when someone else is out there developing a jet engine.  
Mr. Mosher: Need to get other departments involved, engineering, public works, building, etc.

Mr. Neubecker told the Commission that the Ski Area has approached the Town about running the gondola more frequently and during the summer. We have done some research about what is allowed. There are some rules about construction and maintenance noise. There is a good chance it will run in the summer.

#### ADJOURNMENT

The meeting was adjourned at 10:35 p.m.

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Rodney Allen, Chair

# MEMO

**TO: Mayor & Town Council**

**FROM: Tim Gagen**

**DATE: March 17, 2010**

**SUBJECT: Committee Reports for March 23, 2010 Council Packet**

*The following committee reports were submitted by Town Employees and/or the Town Manager:*

**Police Advisory Committee                      Rick Holman                      March 4, 2010**

- **Parking Management:** Commander Haynes briefed the committee on parking enforcement trends. Most of our repeat offenders for 3-hour violations are locals. The parking division has been working to identify those individuals with outstanding debt for parking fines and collect payment. Recently two vehicles were towed where the registered owners owed more than \$1,000 in unpaid fines, a downtown business owner and an employee from LaCima. The committee was informed about recent meetings with the ski resort to continue to “fine-tune” traffic management around the gondola and Gold Rush parking lots. Dick Carleton asked what the Town is planning in the future for skier parking when Block 11 gets developed, This question was a result of the high number of vehicles that have been parked recently in the Satellite lot. Dick also mentioned that he is hearing from guests that the cost of CME has become so high that more people are choosing rental cars. The police department reported a slight increase in vehicle traffic based on the CDOT traffic counter at Hwy 9/Tiger Rd. in January 2010 compared to January 09. Dave Askeland stated the new CMC accounts for approximately 200 students a day that sometimes make multiple trips past that location.
- **Investigations Update:** The police department shared 2009 year-end crime statistics with the committee. There has been an increase in reported thefts and also traffic accidents. The police department is doing further research into why those increases are occurring and location trends. The countywide drug task force has been eliminated due to a loss in grant funding. Any drug investigations that need to occur in the future will have to be conducted by each individual agency.
- **Gaper Day 2010:** The police department recently met with the ski area to discuss an operation plan for Gaper Day (April 1<sup>st</sup>). This year the department and ski area will be committing fewer resources based on what appears to be a reduction in problems over the past two years. We will still work with business owners to educate employees about the negative impact to the community with improper behavior.

➤ **Misc. Updates/Discussion:**

- Hwy 9 Construction Summer Construction Schedule: The committee was briefed on the scheduled construction this summer to complete the widening of Hwy 9 and the closures of side streets that are planned in May.
- Discussion on Parades: The recent Mardi Gras parade raised the issue of when the Town should require physical barricades and for what parades they should be required. Safety issues were noted from Mardi Gras because of the amount of people with young kids who were jammed into the streets with barely enough room to pass a vehicle through. Several committee members feel parades like Mardi Gras are important to the vibrancy of the community, they were not necessarily supportive of physical barricades. They feel we should explore a softer type barricade like a rope and stanchion system or use BRC ambassadors in identifiable clothing along the parade route to help keep people back.

**Liquor Licensing Authority**                      **MJ Loufek**                      **March 16, 2010**

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- A new tavern liquor license was granted to La Montana Linda Mexican Cantina and Restaurant at 110 South Ridge Street
- The Authority adopted “a resolution finding probable cause that Cox Enterprises, Inc. d/b/a Cecilia’s has violated a law, rule or regulation with respect to its licensed premises; setting a hearing with respect thereto; and directing the issuance and service of a notice of hearing and order to show cause as to why the tavern liquor license of such licensee should not be suspended or revoked.” The show cause hearing will take place at the May 18, 2010 Liquor Licensing Authority meeting. The alleged violation is for permitting the removal of alcoholic beverages from the licensed premise.

**Verbal Reports to Council**

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Housing/Childcare Committee                      Laurie Best

<u>Committees</u>	<u>Representative</u>	<u>Report Status</u>
CAST	Tim Gagen	No Meeting
CDOT	Tim Gagen	No Meeting
CML	Tim Gagen	No Meeting
Summit Leadership Forum	Tim Gagen	No Meeting
Liquor Licensing Authority	MJ Loufek	Included
Wildfire Council	Matt Thompson	No Meeting
Public Art Commission	Jenn Cram	No Meeting
Fire Wise Task Force	Jenn Cram	No Meeting
Summit Stage	James Phelps	No Meeting
Police Advisory Committee	Rick Holman	Included
Housing/Childcare Committee	Laurie Best	Verbal Report

**Note:** Reports by provided by the Mayor and Council Members are listed in the council agenda.

\* Minutes to some meetings will be provided in the Manager's Newsletter.

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INTEROFFICE MEMORANDUM

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**TO:** TIM GAGEN, TOWN MANAGER  
**FROM:** CLERK AND FINANCE DIVISION  
**SUBJECT:** JANUARY 2010 FINANCIAL VARIANCE HIGHLIGHTS MEMO  
**DATE:** 3/17/2010

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This report highlights variations between the 2010 budget and actual figures for the Town of Breckenridge for the month ending January 31, 2010.

**General information:** the Town of Breckenridge financials are reported on an adjusted cash basis. Specifically, the tax monies received in January that are related to the previous year get booked in the prior year. So January tax revenues look extremely low and December tax revenues look very high.

**Fund Updates:**

**General Fund**

- Revenue is at 99% of budget.
- Expenses are over budget by \$239k primarily due to:
  - Advice and Litigation (\$115k) for the Police Facility Trial
  - Public Safety Communications (\$79k) budgeted in May but paid in January
  - Administrative Management (\$39k) for the Summit County Telecommunications Consortium (budgeted over 12 months, paid in January).

**Excise Fund:**

Excise fund sales and accommodation tax revenues are budgeted and will be reported for 2010 beginning in February (see “General Information” note above).

RETT collections through January 31, 2010 exceeded budget by more than double: \$589,874 collected, \$237,814 budgeted. Furthermore, the RETT collected in January makes up 24% of the 2010 budgeted RETT revenue!

Excise Fund transfers were made according to the 2010 annual budget without variation.

**Utility (Water) Fund:** expenditures were less than budget by \$150k primarily due to the Major System Improvements that are budgeted each year and have not yet been made.

**Garage Fund:** expenses are over budget by \$207k due to the timing of the purchase of equipment and vehicle repairs and maintenance-purchases an expenditures made in January, budgeted over the course of the year.

**Capital Fund:** the budget amount shown on the “All Funds” report is for the entire year as Capital expenditures do not necessarily follow a predictable schedule.



**TOWN OF BRECKENRIDGE  
GENERAL FUND  
CURRENT YEAR TO PRIOR YEAR COMPARISON  
FOR THE MONTH ENDING JANUARY 31, 2010**

8 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR				CURRENT YEAR						
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2009 ACTUAL/ 2010 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT	
<b>REVENUE</b>											
MUNICIPAL COURT PROGRAM	14,268	197,937	7%	129%	11,050	13,230	(2,180)	84%	174,605	6%	
ADMINISTRATIVE MGT PROGRAM	636	6,445	10%	1272%	50	-	50	0%	302	17%	
SPECIAL EVENTS/COMM PROGRAM	1,531	132,372	1%	11%	13,629	521	13,108	2616%	99,952	14%	
TOWN CLERK ADMIN PROGRAM	1,250	27,616	5%	17%	7,457	1,046	6,411	713%	20,751	36%	
TRANSIT SERVICES PROGRAM	40,688	523,810	8%	100%	40,688	49,210	(8,522)	83%	589,065	7%	
PUBLIC SAFETY ADMIN/RECORDS	3,776	100,104	4%	1032%	366	1,503	(1,137)	24%	37,244	0%	
PUBLIC SAFETY COMMNTY SVC PROG	109,174	629,566	17%	356%	30,663	109,745	(79,082)	28%	485,446	6%	
PLANNING SERVICES ADMIN PROGRM	2,361	181,880	1%	32%	7,306	22,273	(14,967)	33%	124,880	6%	
BUILDING SERVICES ADMIN PROGRAM	19,536	441,249	4%	135%	14,427	8,016	6,411	180%	438,796	3%	
PUBLIC WORKS ADMIN PROGRAM	3,239	478,951	1%	11%	30,229	1,484	28,745	2037%	532,685	6%	
STREETS PROGRAM	-	50,050	0%	0%	13,717	2,536	11,181	541%	32,509	42%	
PARKS PROGRAM	-	-	0%	0%	8,902	-	8,902	0%	-	N/A	
FACILITIES ADMIN PROGRAM	-	12,961	0%	0%	3,966	-	3,966	0%	-	0%	
RECREATION PROGRAM	19,937	348,049	6%	105%	18,924	25,782	(6,858)	73%	361,255	5%	
RECREATION OPERATIONS PROGRAM	148,840	1,423,719	10%	108%	138,015	136,802	1,213	101%	1,712,402	8%	
NORDIC CENTER OPERATIONS	42,379	184,784	23%	90%	47,073	31,602	15,471	149%	174,659	27%	
ICE RINK OPERATIONS PROGRAM	88,249	607,544	15%	103%	85,512	83,345	2,167	103%	646,159	13%	
PROPERTY TAX/EXCISE TRANSFER	1,188,685	17,598,916	7%	119%	998,648	996,102	2,546	100%	15,872,224	6%	
<b>TOTAL REVENUE</b>	<b>1,684,549</b>	<b>23,035,183</b>	<b>7%</b>	<b>114%</b>	<b>1,471,677</b>	<b>1,483,214</b>	<b>(11,537)</b>	<b>99%</b>	<b>21,303,238</b>	<b>7%</b>	

**TOWN OF BRECKENRIDGE  
GENERAL FUND  
CURRENT YEAR TO PRIOR YEAR COMPARISON  
FOR THE MONTH ENDING JANUARY 31, 2010**

8 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR				CURRENT YEAR						
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT	2009 ACTUAL/ 2010 ACTUAL % CHANGE	YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT	
<b>EXPENDITURES</b>											
LAW & POLICY MAKING PROGRAM	39,650	123,282	32%	366%	10,835	27,152	16,317	40%	129,070	8%	
MUNICIPAL COURT PROGRAM	11,357	177,605	6%	108%	10,532	11,542	1,010	91%	204,254	5%	
ADVICE & LITIGATION PROGRAM	-	579,503	0%	0%	114,842	84	(114,758)	136717%	229,008	50%	
ADMINISTRATIVE MGT PROGRAM	71,040	541,343	13%	86%	82,429	43,108	(39,321)	191%	595,917	14%	
HUMAN RESOURCES ADMIN PROGRAM	30,775	413,436	7%	124%	24,762	29,631	4,869	84%	433,459	6%	
SPECIAL EVENTS/COMM PROGRAM	28,461	590,079	5%	60%	47,540	37,059	(10,481)	128%	610,091	8%	
TOWN CLERK ADMIN PROGRAM	15,549	251,364	6%	88%	17,626	18,485	859	95%	277,204	6%	
FINANCE ADMINISTRATION PROGRAM	20,283	284,073	7%	100%	20,257	23,054	2,797	88%	317,483	6%	
ACCOUNTING PROGRAM	23,685	315,487	8%	131%	18,052	25,818	7,766	70%	353,961	5%	
TRANSIT ADMIN PROGRM	9,493	121,387	8%	121%	7,841	10,426	2,585	75%	122,140	6%	
TRANSIT SERVICES PROGRAM	208,048	2,164,284	10%	113%	184,493	168,731	(15,762)	109%	2,356,546	8%	
PUBLIC SAFETY ADMIN/RECORDS	80,056	863,812	9%	111%	72,053	71,232	(821)	101%	880,098	8%	
PUBLIC SAFETY COMMUNICATN PROG	82,833	320,942	26%	103%	80,250	1,144	(79,106)	7015%	333,522	24%	
PUBLIC SAFETY PATROL SVCS PROG	160,375	1,843,529	9%	132%	121,329	149,715	28,386	81%	1,826,775	7%	
PUBLIC SAFETY COMMNTY SVC PROG	40,506	446,038	9%	123%	32,959	31,002	(1,957)	106%	511,088	6%	
PLANNING SERVICES ADMIN PROGRAM	86,492	1,165,276	7%	111%	77,990	86,279	8,289	90%	1,222,253	6%	
ARTS DISTRICT	-	(120)	0%	0%	2,412	-	(2,412)	0%	-	N/A	
BUILDING SERVICES ADMIN PROGRAM	29,869	398,313	7%	114%	26,160	28,950	2,790	90%	417,602	6%	
PUBLIC WORKS ADMIN PROGRAM	28,786	492,629	6%	86%	33,320	33,179	(141)	100%	503,464	7%	
STREETS PROGRAM	152,009	1,799,943	8%	102%	148,812	140,452	(8,360)	106%	1,858,768	8%	
PARKS PROGRAM	57,320	1,064,609	5%	79%	72,893	57,990	(14,903)	126%	1,140,838	6%	
FACILITIES ADMIN PROGRAM	87,746	1,392,396	6%	85%	103,216	85,152	(18,064)	121%	1,404,310	7%	
ENGINEERING ADMIN PROGRAM	32,361	332,034	10%	172%	18,832	21,484	2,652	88%	300,728	6%	
CONTINGENCIES	120,800	204,050	59%	118%	102,200	93,342	(8,858)	109%	122,500	83%	
RECREATION ADMIN PROGRAM	41,518	651,282	6%	84%	49,694	42,087	(7,607)	118%	661,727	8%	
RECREATION PROGRAM	25,138	561,103	4%	108%	23,235	42,438	19,203	55%	627,016	4%	
RECREATION OPERATIONS PROGRAM	99,463	1,734,633	6%	85%	116,480	95,605	(20,875)	122%	1,877,907	6%	
NORDIC CENTER OPERATIONS	28,487	291,002	10%	95%	29,936	25,802	(4,134)	116%	253,771	12%	
ICE RINK OPERATIONS PROGRAM	57,730	979,145	6%	83%	69,264	76,799	7,535	90%	1,116,633	6%	
LONG TERM DEBT	-	418,017	0%	0%	-	-	-	0%	417,120	0%	
SHORT TERM DEBT	-	133,274	0%	0%	-	-	0	0%	128,542	0%	
COMMITTEES	-	2,293	0%	0%	382	3,732	3,350	10%	44,784	1%	
<b>TOTAL EXPENDITURES</b>	<b>1,669,732</b>	<b>20,661,327</b>	<b>8%</b>	<b>97%</b>	<b>1,720,683</b>	<b>1,481,474</b>	<b>(239,209)</b>	<b>116%</b>	<b>21,278,579</b>	<b>8%</b>	
<b>REVENUE LESS EXPENDITURES</b>	<b>14,817</b>	<b>2,373,856</b>			<b>(249,006)</b>	<b>1,740</b>	<b>(250,746)</b>		<b>24,659</b>		

**TOWN OF BRECKENRIDGE  
EXCISE TAX FUND  
CURRENT YEAR TO PRIOR YEAR COMPARISON  
FOR THE MONTH ENDING JANUARY 31, 2010**

8 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2009 vs. 2010 ACTUAL % VARIANCE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE	ACTUAL/BUDGET % VARIANCE	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
<b>TAX REVENUE</b>										
SALES TAX	1,377	11,790,792	0%	45%	622	738	(116)	84%	11,411,609	0%
ACCOMODATIONS TAX	-	1,477,316	0%	N/A	-	-	-	N/A	1,358,423	0%
CIGARETTE TAX	4,663	53,698	9%	87%	4,041	4,010	31	101%	60,000	7%
TELEPHONE FRANCHISE TAX	-	28,708	0%	N/A	55	55	-	100%	29,999	0%
PUBLIC SERVICE FRANCHISE	-	611,367	0%	N/A	-	-	-	N/A	549,998	0%
CABLEVISION FRANCHISE TAX	-	144,795	0%	N/A	-	-	-	N/A	149,998	0%
REAL ESTATE TRANSFER TAX	122,238	2,861,119	4%	482%	588,874	237,814	351,060	248%	2,499,999	24%
INVESTMENT INCOME	10,968	52,050	21%	0%	-	6,250	(6,250)	0%	75,000	0%
<b>TOTAL FUND REVENUE</b>	<b>139,246</b>	<b>17,019,845</b>	<b>1%</b>	<b>426%</b>	<b>593,592</b>	<b>248,867</b>	<b>344,725</b>	<b>239%</b>	<b>16,135,026</b>	<b>4%</b>
<b>EXCISE TAX DEBT SERVICE</b>										
COP FEES	0	2,100	0%	0%	0	0	-	N/A	800	0%
2005 COP'S PRINCIPAL	0	275,000	0%	N/A	0	0	-	0%	155,000	0%
2005 COP'S INTEREST	0	291,140	0%	N/A	0	0	-	N/A	142,825	0%
2007 COP'S PRINCIPAL	0	0	N/A	N/A	0	10,833	(10,833)	0%	129,996	0%
2007 COP'S INTEREST	0	0	N/A	N/A	0	11,505	(11,505)	0%	138,060	0%
<b>TOTAL EXCISE TAX DEBT SERVICE</b>	<b>0</b>	<b>568,240</b>	<b>0%</b>	<b>N/A</b>	<b>0</b>	<b>10,833</b>	<b>(10,833)</b>	<b>0%</b>	<b>428,621</b>	<b>0%</b>
<b>TRANSFERS</b>										
TRANSFER TO GENERAL FUND	1,122,500	12,180,000	9%	85%	948,973	948,973	-	100%	11,387,676	8%
TRANSFER TO GOLF FUND	0	0	0%	N/A	10,833	10,833	-	100%	129,996	8%
TRANSFERS TO CAPITAL FUND	73,917	2,604,002	3%	108%	79,667	79,667	-	100%	956,004	8%
TRANSFER TO MARKETING	39,833	435,000	9%	153%	61,108	61,108	-	100%	733,296	8%
TRFS TO EMPLOYEE HSG FUND	194,410	2,093,748	9%	100%	194,410	194,410	-	100%	2,332,920	8%
TRFS TO SPECIAL PROJECTS FUND	83,770	809,005	10%	36%	30,417	30,417	-	100%	365,004	8%
<b>TOTAL TRANSFERS</b>	<b>1,514,430</b>	<b>18,121,755</b>	<b>8%</b>	<b>88%</b>	<b>1,325,408</b>	<b>1,325,408</b>	<b>-</b>	<b>100%</b>	<b>15,904,896</b>	<b>8%</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>1,514,430</b>	<b>18,689,995</b>	<b>8%</b>	<b>88%</b>	<b>1,325,408</b>	<b>1,336,241</b>	<b>(10,833)</b>	<b>99%</b>	<b>16,333,517</b>	<b>8%</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>(1,375,184)</b>	<b>(1,670,150)</b>			<b>(731,816)</b>	<b>(1,087,374)</b>	<b>355,558</b>		<b>(198,491)</b>	

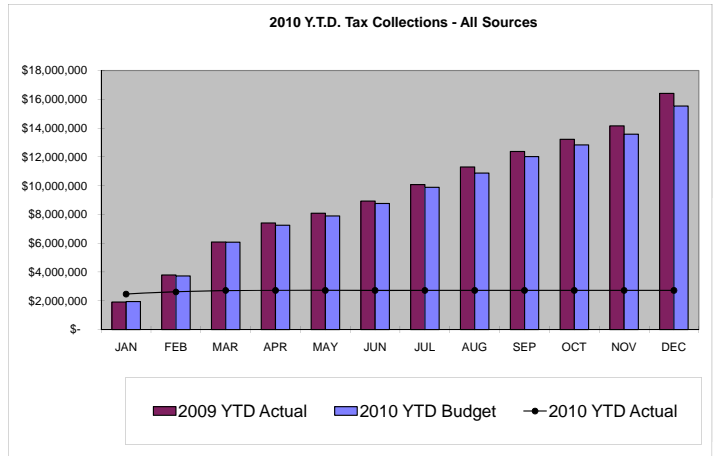
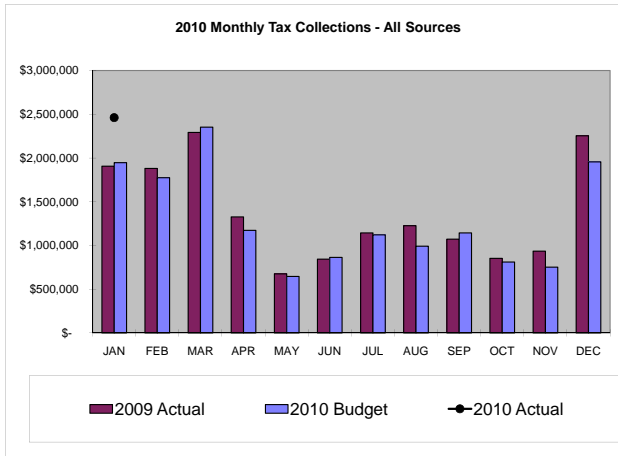
**TOWN OF BRECKENRIDGE  
ALL FUNDS  
CURRENT YEAR TO PRIOR YEAR COMPARISON  
FOR THE MONTH ENDING JANUARY 31, 2010**

8 % OF THE FISCAL YEAR HAS ELAPSED

	PRIOR YEAR			2009 ACTUAL/ 2010 ACTUAL % CHANGE	CURRENT YEAR					
	YTD ACTUAL	YE TOTAL	% OF YE REC'D/SPENT		YTD ACTUAL	YTD BUDGET	ACTUAL/BUDGET \$ VARIANCE FAVORABLE/(UNFAVORABLE)	ACTUAL AS A % OF BUDGET	ANNUAL BUDGET	% OF BUDGET REC'D/SPENT
<b>REVENUE</b>										
1 GENERAL FUND	1,684,550	23,035,183	7%	87%	1,471,673	1,483,214	(11,541)	99%	21,303,238	7%
2 UTILITY FUND	86,413	2,837,820	3%	7%	6,384	19,832	(13,448)	32%	3,057,733	0%
3 CAPITAL FUND	106,731	2,908,862	4%	85%	90,431	95,344	(4,913)	95%	1,123,500	8%
4 MARKETING FUND	91,410	1,557,494	6%	162%	147,975	141,618	6,357	104%	1,798,362	8%
5 GOLF COURSE FUND	4,396	2,712,584	0%	324%	14,233	40,554	(26,321)	35%	2,274,398	1%
6 EXCISE TAX FUND	139,246	17,019,845	1%	426%	593,520	248,867	344,653	238%	16,135,026	4%
7 HOUSING FUND	263,233	3,242,453	8%	81%	214,342	267,499	(53,157)	80%	3,712,493	6%
8 OPEN SPACE ACQUISITION FUND	77,620	1,751,333	4%	65%	50,280	6,853	43,427	734%	1,741,274	3%
9 CONSERVATION TRUST FUND	47	33,611	0%	23%	11	10	1	110%	32,152	0%
10 GARAGE SERVICES FUND	197,860	2,809,412	7%	108%	213,585	208,825	4,760	102%	2,574,193	8%
11 INFORMATION TECHNOLOGY FUND	81,237	974,841	8%	107%	86,998	86,998	-	100%	1,043,976	8%
12 FACILITIES MAINTENANCE FUND	19,201	232,410	8%	100%	19,203	19,201	2	100%	230,412	8%
13 SPECIAL PROJECTS FUND	83,770	809,081	10%	36%	30,417	30,417	-	100%	365,004	8%
<b>TOTAL REVENUE</b>	<b>2,835,714</b>	<b>59,924,929</b>	<b>5%</b>	<b>104%</b>	<b>2,939,052</b>	<b>2,649,232</b>	<b>289,820</b>	<b>111%</b>	<b>55,391,761</b>	<b>5%</b>
<b>EXPENDITURES</b>										
1 GENERAL FUND	1,669,733	21,586,574	8%	103%	1,720,683	1,481,474	(239,209)	116%	21,278,579	8%
2 UTILITY FUND	100,061	2,368,110	4%	159%	158,828	142,214	(16,614)	112%	2,991,105	5%
3 CAPITAL FUND	-59,309	3,905,277	-2%	-6%	3,773	987,000	983,227	0%	1,067,000	0%
4 MARKETING FUND	261,017	1,752,538	15%	119%	311,162	302,245	(8,917)	103%	1,803,122	17%
5 GOLF COURSE FUND	43,410	3,733,657	1%	90%	38,927	120,404	81,477	32%	2,321,692	2%
6 EXCISE TAX FUND	1,514,430	18,689,995	8%	88%	1,325,408	1,347,746	22,338	98%	16,471,577	8%
7 HOUSING FUND	218	1,512,268	0%	78257%	170,600	801,454	630,854	21%	3,231,625	5%
8 OPEN SPACE ACQUISITION FUND	179,410	2,182,813	8%	95%	169,855	160,612	(9,243)	106%	2,000,457	8%
9 CONSERVATION TRUST FUND	2,583	30,996	8%	100%	2,583	2,583	-	100%	30,996	8%
10 GARAGE SERVICES FUND	137,355	1,359,969	10%	206%	282,609	88,680	(193,929)	319%	1,915,967	15%
11 INFORMATION TECHNOLOGY FUND	53,698	662,892	8%	99%	53,399	135,530	82,131	39%	726,290	7%
12 FACILITIES MAINTENANCE FUND	0	203,193	0%	N/A	0	0	-	N/A	0	N/A
13 SPECIAL PROJECTS FUND	101,836	811,086	13%	0%	0	62,500	62,500	0%	364,999	0%
<b>TOTAL EXPENDITURES</b>	<b>4,004,442</b>	<b>58,799,368</b>	<b>7%</b>	<b>106%</b>	<b>4,237,827</b>	<b>5,632,442</b>	<b>1,394,615</b>	<b>75%</b>	<b>54,203,409</b>	<b>8%</b>
	<b>(1,168,728)</b>	<b>1,125,561</b>			<b>(1,298,775)</b>	<b>(2,983,210)</b>	<b>1,684,435</b>		<b>1,188,352</b>	

**TOWN OF BRECKENRIDGE**  
**CASH TAX COLLECTIONS - ALL SOURCES - SALES, LODGING, RETT, ACCOMMODATIONS**  
**REPORTED IN THE PERIOD EARNED**

Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2008	% of Budget	Actual	% Change from 2008	% of Budget
JAN	\$ 1,905,484	\$ 1,905,484	11.6%	\$ 1,946,599	\$ 1,946,599	12.5%	\$ 2,461,070	29.2%	126.4%	\$ 2,461,070	29.2%	15.8%
FEB	\$ 1,879,892	\$ 3,785,377	23.1%	\$ 1,773,619	\$ 3,720,218	24.0%	\$ 149,303	-92.1%	8.4%	2,610,373	-31.0%	16.8%
MAR	\$ 2,292,728	\$ 6,078,104	37.0%	\$ 2,351,856	\$ 6,072,074	39.1%	\$ 105,645	-95.4%	4.5%	2,716,018	-55.3%	17.5%
APR	\$ 1,325,630	\$ 7,403,734	45.1%	\$ 1,172,250	\$ 7,244,324	46.6%	\$ -	n/a	0.0%	2,716,018	-63.3%	17.5%
MAY	\$ 676,385	\$ 8,080,120	49.2%	\$ 646,259	\$ 7,890,583	50.8%	\$ -	n/a	0.0%	2,716,018	-66.4%	17.5%
JUN	\$ 843,461	\$ 8,923,581	54.4%	\$ 864,354	\$ 8,754,938	56.4%	\$ -	n/a	0.0%	2,716,018	-69.6%	17.5%
JUL	\$ 1,144,138	\$ 10,067,719	61.4%	\$ 1,121,936	\$ 9,876,873	63.6%	\$ -	n/a	0.0%	2,716,018	-73.0%	17.5%
AUG	\$ 1,225,854	\$ 11,293,573	68.8%	\$ 991,855	\$ 10,868,729	70.0%	\$ -	n/a	0.0%	2,716,018	-76.0%	17.5%
SEP	\$ 1,072,949	\$ 12,366,522	75.4%	\$ 1,144,450	\$ 12,013,179	77.3%	\$ -	n/a	0.0%	2,716,018	-78.0%	17.5%
OCT	\$ 853,262	\$ 13,219,784	80.6%	\$ 811,550	\$ 12,824,728	82.6%	\$ -	n/a	0.0%	2,716,018	-79.5%	17.5%
NOV	\$ 934,602	\$ 14,154,386	86.3%	\$ 751,933	\$ 13,576,661	87.4%	\$ -	n/a	0.0%	2,716,018	-80.8%	17.5%
DEC	\$ 2,253,475	\$ 16,407,861	100.0%	\$ 1,956,122	\$ 15,532,784	100.0%	\$ -	n/a	0.0%	\$ 2,716,018	-83.4%	17.5%

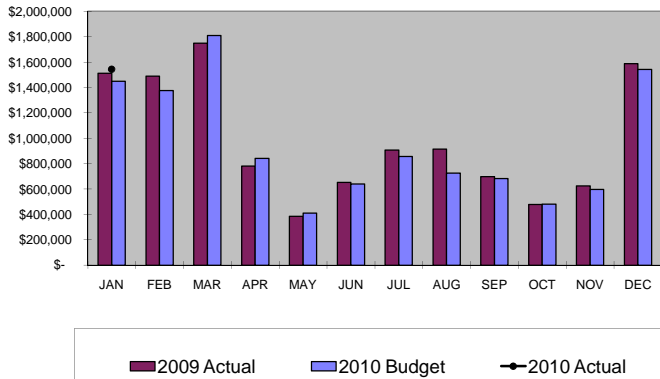


<b>Prior Year Actual and Current Year Budget Variances</b>					
	TOTAL	Sales	Accommodations	RETT	Housing
vs. Jan 09 Actual	555,586	33,305	29,992	466,637	25,652
vs. Jan 10 Budget	514,471	96,206	46,433	351,060	20,772
vs. YTD 09 Actual	555,586	33,305	29,992	466,637	25,652
vs. YTD 10 Budget	514,471	96,206	46,433	351,060	20,772

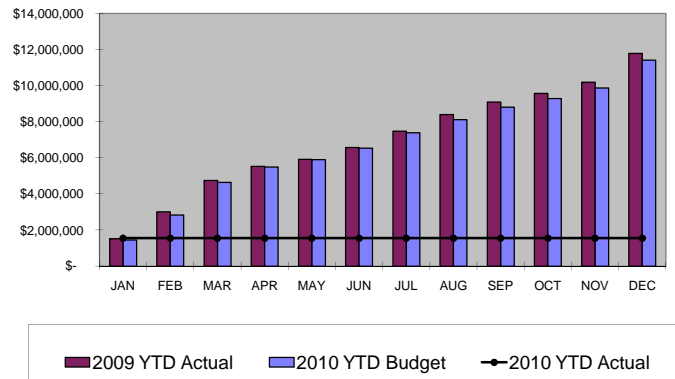
**TOWN OF BRECKENRIDGE  
SALES TAX COLLECTIONS  
REPORTED IN THE PERIOD EARNED**

Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2008	% of Budget	Actual	% Change from 2008	% of Budget
JAN	\$ 1,511,420	\$ 1,511,420	12.8%	\$ 1,448,519	\$ 1,448,519	12.7%	\$ 1,544,725	2.2%	106.6%	\$ 1,544,725	2.2%	13.5%
FEB	1,488,667	3,000,087	25.5%	1,376,650	2,825,169	24.8%	\$ -	n/a	0.0%	1,544,725	-48.5%	13.5%
MAR	1,749,041	4,749,128	40.3%	1,810,355	4,635,524	40.6%	\$ -	n/a	0.0%	1,544,725	-67.5%	13.5%
APR	780,544	5,529,671	47.0%	841,764	5,477,288	48.0%	\$ -	n/a	0.0%	1,544,725	-72.1%	13.5%
MAY	384,759	5,914,431	50.2%	410,164	5,887,452	51.6%	\$ -	n/a	0.0%	1,544,725	-73.9%	13.5%
JUN	651,911	6,566,341	55.8%	640,134	6,527,586	57.2%	\$ -	n/a	0.0%	1,544,725	-76.5%	13.5%
JUL	907,582	7,473,924	63.5%	855,252	7,382,838	64.7%	\$ -	n/a	0.0%	1,544,725	-79.3%	13.5%
AUG	914,206	8,388,129	71.2%	725,780	8,108,618	71.1%	\$ -	n/a	0.0%	1,544,725	-81.6%	13.5%
SEP	697,168	9,085,297	77.2%	682,331	8,790,948	77.0%	\$ -	n/a	0.0%	1,544,725	-83.0%	13.5%
OCT	479,350	9,564,648	81.2%	480,780	9,271,728	81.2%	\$ -	n/a	0.0%	1,544,725	-83.8%	13.5%
NOV	623,385	10,188,032	86.5%	597,497	9,869,225	86.5%	\$ -	n/a	0.0%	1,544,725	-84.8%	13.5%
DEC	\$ 1,587,558	\$ 11,775,591	100.0%	\$ 1,542,384	11,411,609	100.0%	\$ -	n/a	0.0%	\$ 1,544,725	-86.9%	13.5%

2010 Monthly Sales Tax Collections



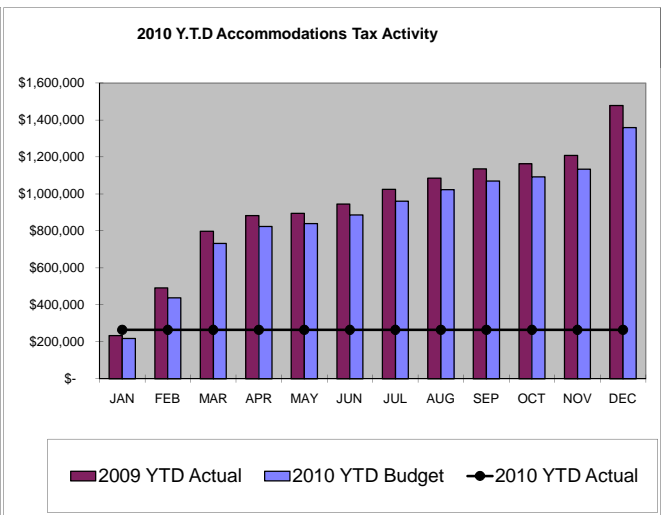
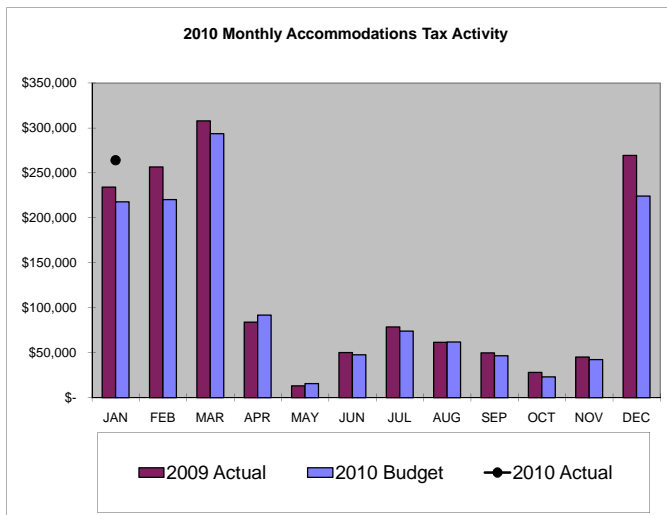
2010 Y.T.D. Sales Tax Collections



**TOWN OF BRECKENRIDGE  
ACCOMMODATION TAX COLLECTIONS  
REPORTED IN THE PERIOD EARNED**

Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2008	% of Budget	Actual	% Change from 2008	% of Budget
JAN	\$ 234,107	\$ 234,107	15.8%	\$ 217,666	\$ 217,666	16.0%	\$ 264,099	12.8%	121.3%	\$ 264,099	12.8%	19.4%
FEB	256,470	490,577	33.2%	220,378	438,044	32.2%	\$ -	n/a	0.0%	264,099	-46.2%	19.4%
MAR	307,773	798,350	54.0%	293,538	731,582	53.9%	\$ -	n/a	0.0%	264,099	-66.9%	19.4%
APR	84,014	882,363	59.7%	91,571	823,153	60.6%	\$ -	n/a	0.0%	264,099	-70.1%	19.4%
MAY	13,100	895,464	60.6%	15,721	838,874	61.8%	\$ -	n/a	0.0%	264,099	-70.5%	19.4%
JUN	50,092	945,555	64.0%	47,743	886,617	65.3%	\$ -	n/a	0.0%	264,099	-72.1%	19.4%
JUL	78,528	1,024,084	69.3%	73,957	960,574	70.7%	\$ -	n/a	0.0%	264,099	-74.2%	19.4%
AUG	61,312	1,085,395	73.4%	61,895	1,022,468	75.3%	\$ -	n/a	0.0%	264,099	-75.7%	19.4%
SEP	49,574	1,134,969	76.8%	46,421	1,068,889	78.7%	\$ -	n/a	0.0%	264,099	-76.7%	19.4%
OCT	28,091	1,163,060	78.7%	23,199	1,092,088	80.4%	\$ -	n/a	0.0%	264,099	-77.3%	19.4%
NOV	45,243	1,208,303	81.8%	42,213	1,134,300	83.5%	\$ -	n/a	0.0%	264,099	-78.1%	19.4%
DEC	\$ 269,531	\$ 1,477,833	100.0%	\$ 224,123	1,358,423	100.0%	\$ -	n/a	0.0%	\$ 264,099	-82.1%	19.4%

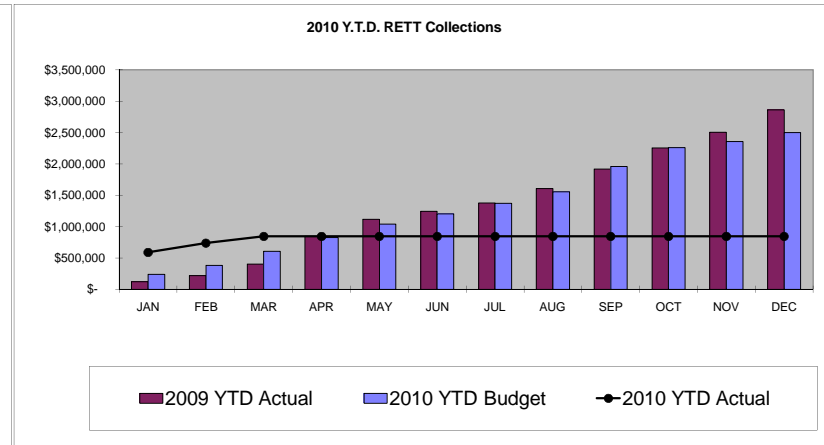
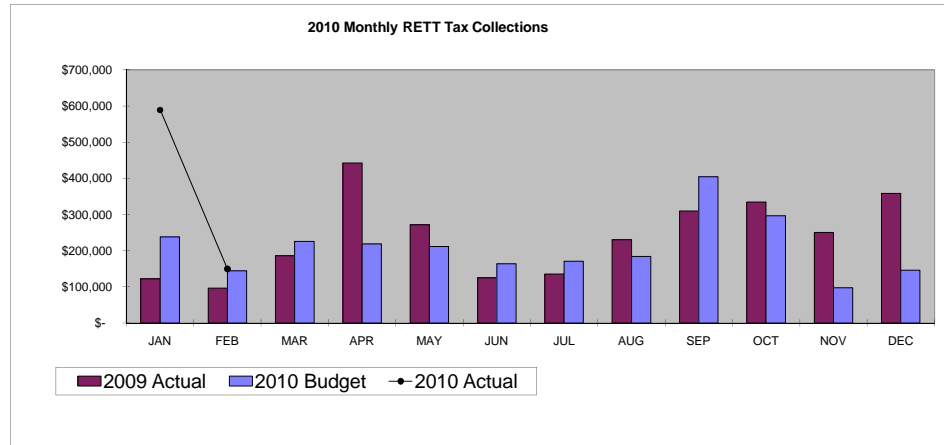
Accommodation tax amounts reflect collections at the 2% rate.



**TOWN OF BRECKENRIDGE  
REAL ESTATE TRANSFER TAX COLLECTIONS  
REPORTED IN THE PERIOD EARNED**

Sales Period	2007 Collections			2009 Collections			2010 Budget			2010 Monthly				2010 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2008	Actual	% of Budget	% Change from 2007	% Change from 2009
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 122,238	\$ 122,238	4.3%	\$ 237,814	\$ 237,814	9.51%	\$ 588,874	247.6%	66.8%	381.7%	\$ 588,874	23.6%	66.8%	381.7%
FEB	342,995	695,953	12.3%	96,379	218,617	7.6%	144,335	382,149	15.29%	149,303	103.4%	-56.5%	54.9%	738,178	29.5%	6.1%	237.7%
MAR	271,817	967,770	17.1%	185,714	404,331	14.1%	225,613	607,762	24.31%	105,645	46.8%	-61.1%	-43.1%	843,822	33.8%	-12.8%	108.7%
APR	564,624	1,532,394	27.0%	442,039	846,370	29.6%	218,626	826,388	33.06%	-	0.0%	n/a	n/a	843,822	33.8%	-44.9%	-0.3%
MAY	533,680	2,066,074	36.4%	271,393	1,117,763	39.1%	211,243	1,037,631	41.51%	-	0.0%	n/a	n/a	843,822	33.8%	-59.2%	-24.5%
JUN	522,999	2,589,073	45.6%	124,822	1,242,585	43.4%	163,352	1,200,983	48.04%	-	0.0%	n/a	n/a	843,822	33.8%	-67.4%	-32.1%
JUL	343,610	2,932,683	51.7%	135,393	1,377,977	48.2%	170,942	1,371,925	54.88%	-	0.0%	n/a	n/a	843,822	33.8%	-71.2%	-38.8%
AUG	594,349	3,527,032	62.1%	230,014	1,607,991	56.2%	183,756	1,555,681	62.23%	-	0.0%	n/a	n/a	843,822	33.8%	-76.1%	-47.5%
SEP	711,996	4,239,028	74.7%	309,701	1,917,692	67.0%	404,440	1,960,121	78.40%	-	0.0%	n/a	n/a	843,822	33.8%	-80.1%	-56.0%
OCT	392,752	4,631,779	81.6%	334,899	2,252,591	78.7%	296,502	2,256,623	90.26%	-	0.0%	n/a	n/a	843,822	33.8%	-81.8%	-62.5%
NOV	459,147	5,090,926	89.7%	250,106	2,502,697	87.5%	97,454	2,354,077	94.16%	-	0.0%	n/a	n/a	843,822	33.8%	-83.4%	-66.3%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 358,422	\$ 2,861,119	100.0%	\$ 145,922	2,500,000	100.00%	\$ -	0.0%	n/a	n/a	\$ 843,822	33.8%	-85.1%	-70.5%

March #s are as of 3/16/10

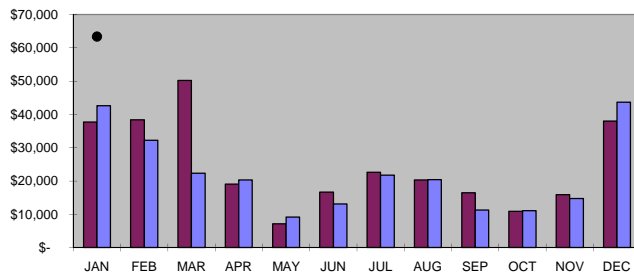




**TOWN OF BRECKENRIDGE**  
**AFFORDABLE HOUSING SALES TAX COLLECTIONS**  
**REPORTED IN THE PERIOD EARNED**

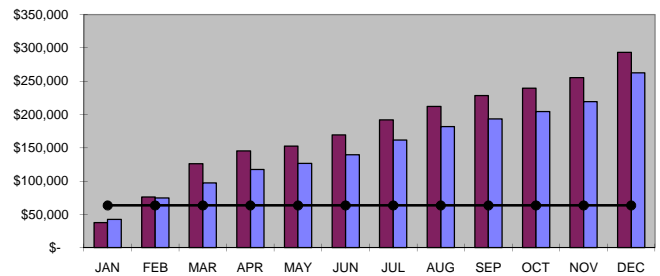
Sales Period	2009 Collections			2010 Budget			2010 Monthly			2010 Year to Date		
	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% Change from 2008	% of Budget	Actual	% Change from 2008	% of Budget
JAN	\$ 37,720	\$ 37,720	12.9%	\$ 42,600	\$ 42,600	12.2%	\$ 63,372	68.0%	148.8%	\$ 63,372	68.0%	24.1%
FEB	38,376	76,096	13.1%	32,256	74,855	11.9%	\$ -	n/a	0.0%	63,372	-16.7%	24.1%
MAR	50,200	126,296	17.1%	22,350	97,205	15.6%	\$ -	n/a	0.0%	63,372	-49.8%	24.1%
APR	19,034	145,330	6.5%	20,289	117,495	7.3%	\$ -	n/a	0.0%	63,372	-56.4%	24.1%
MAY	7,133	152,462	2.4%	9,131	126,626	3.0%	\$ -	n/a	0.0%	63,372	-58.4%	24.1%
JUN	16,637	169,100	5.7%	13,126	139,752	5.4%	\$ -	n/a	0.0%	63,372	-62.5%	24.1%
JUL	22,635	191,735	7.7%	21,785	161,537	7.5%	\$ -	n/a	0.0%	63,372	-66.9%	24.1%
AUG	20,323	212,058	6.9%	20,425	181,962	6.6%	\$ -	n/a	0.0%	63,372	-70.1%	24.1%
SEP	16,506	228,564	5.6%	11,259	193,221	6.1%	\$ -	n/a	0.0%	63,372	-72.3%	24.1%
OCT	10,922	239,486	3.7%	11,069	204,290	4.1%	\$ -	n/a	0.0%	63,372	-73.5%	24.1%
NOV	15,868	255,354	5.4%	14,769	219,059	5.4%	\$ -	n/a	0.0%	63,372	-75.2%	24.1%
DEC	\$ 37,964	\$ 293,318	12.9%	\$ 43,693	262,752	15.1%	\$ -	n/a	0.0%	\$ 63,372	-78.4%	24.1%

2010 Monthly Aff. Housing Sales Tax Collections



■ 2009 Actual    ■ 2010 Budget    ● 2010 Actual


2010 Y.T.D. Aff. Housing Sales Tax Collections



■ 2009 YTD Actual    ■ 2010 YTD Budget    ● 2010 YTD Actual



## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Tim Gagen, Town Manager   
**Date:** March 16, 2010  
**Subject:** *Gondola Summer Operation*

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The Town is in receipt of the attached request by the Breckenridge Ski Area to expand operations of the gondola during the summer season from 6/18/10 to 9/6/10. The purpose, primarily, is to service the Peak 8 Fun Park during that time period. As noted in the request, the gondola agreement that the Town and the Ski Area signed in March of 2006 contemplated that the Ski Area and the Town would explore extended hours and seasons of operations of the gondola.

Tim Berry and I have reviewed the various agreements, variances, and development permits that make reference to the gondola and its operations. We found language and intent that makes it permissible to allow extended hours and seasonal operations. Such an action would be subject to agreement with the Town, as long as best management practices for operation of the gondola are followed. This would include that the seasonal operations do not coincide with elk migration, to the extent possible.

The approval process by the Town is not specifically articulated in any of the prior agreements or approvals. Tim has suggested – assuming Council is in agreement to allow the summer operation – that the easiest way to grant approval to the request is to authorize a simple letter of agreement allowing summer operations on a trial basis.

Included in this attachment of information are letters from the Town's consultant regarding the Cucumber Preserve, as well as the Ski Area's Biological Consultant. The information addresses possible issues of concern related to the summer operations of the gondola over Cucumber Gulch.

As this request does not seem to require any other formal review than by the Council, I am scheduling it as a work session item for your discussion or direction, or additional information as needed.

*CC: Tim Berry  
Kate Boniface  
Peter Grosshuesch*

*Attachments:*

- *BSR letter dated 3/1/10*
- *Western Ecosystems, Inc report dated 2/25/10*
- *Careello Environmental Consulting, Inc memorandum dated 8/24/09*



March 1, 2010

Timothy J. Gagen  
Town Manager  
Town of Breckenridge  
PO Box 168  
150 Ski Hill Road  
Breckenridge, CO 80424

Dear Tim,

This letter is to notify you that Breckenridge Ski Resort would like to expand operations of the Breck Connect Gondola this coming summer in conjunction with its Peak 8 Fun Park operation. The Gondola Agreement contemplated expanded operations outside the winter season and we believe it will be beneficial for our guests, our operation and the community. We are asking for the Town's support of expanded operations.

The benefits of expanded gondola operation include:

- reduce traffic, noise and pollution by eliminating ski resort buses from Ski Hill Road and Park Avenue;
- decrease parking and congestion on Main Street by encouraging guests to park in gondola lots for free and without time limitations, which should increase the connectivity between town and the mountain and encourage guests to use transit to experience all of town from there;
- provide a free amenity/attraction for town enabling large number of visitors to experience Cucumber Gulch without impacting the trails or the environment of the Gulch;
- improve Fun Park experience enabling visitors to flow in and out rather than pulsing in larger numbers by bus.

Proposed operating hours for the gondola for the first summer season are from 8:30 am until 5:45 pm daily beginning June 18, 2010 through September 6, 2010. Peak 8 Fun Park hours including the alpine slide and scenic chair lift rides operate daily from 9 am until 5 pm. All foot passengers will be able to access the gondola for free. In addition to free foot passenger access, we would like to propose a fee for bicycle transport to help manage demand and offset cabin cleaning costs, and may need your support with CDOT to implement such a fee. We feel that if bike transport were free that we could see significant usage resulting in some potentially negative impacts including, gondola capacity issues, impacts to trails in Cucumber Gulch and significant volume of downhill bicycle traffic on Ski Hill Road.

We expect to operate the gondola in subsequent summer seasons for similar time periods, although the exact dates and times may be adjusted based on how holidays fall and to react to changing guest preferences or other similar factors.

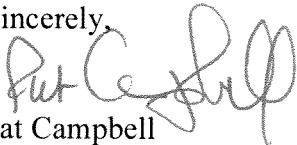
Our proposed operating plan does not require an amendment to the Variance from the Cucumber Gulch Overlay Protection District Regulations and we are committed to remaining in compliance with the Variance. However, we understand that the Town's agreement to expanded seasonal operations is needed and that there are questions regarding potential environmental impacts of summer gondola operation. To address these questions, we have asked Rick Thompson, Western Ecosystems, Inc., to respond to a memorandum from the Town's environmental consultant, Christy Carello. Mr. Thompson is a well respected biologist and has extensive experience in the Breckenridge area. His attached letter speaks for itself and I believe addresses Ms. Carello's questions in a thorough fashion.

Given the original intent when the gondola was installed (that operations would be expanded), the many benefits to the Town and Ski Area of summer gondola operation and the limited potential environmental impacts of operation described in Mr. Thompson's letter, we believe that the gondola operations should be extended as we propose.

Finally, as the expansion of the gondola operating times does not require any changes to the Variance, we hope you will agree that no formal action by the Town Council is necessary but rather our proposal can be addressed by some informal consent or even as an administrative matter.

Please let me know if you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Campbell". The signature is written in a cursive, flowing style.

Pat Campbell  
SVP & COO Breckenridge Ski Resort

*Western Ecosystems, Inc.*  
*Ecological Consultants*  
*905 West Coach Road, Boulder, Colorado 80302 (303) 442-6144*

February 25, 2010

Pat Campbell, COO  
Breckenridge Mountain Resort  
P.O. Box 1058 (BK1)  
Breckenridge, CO 80424

email transmittal

Re: Expanded BreckConnect Gondola Operations Wildlife Issues

Dear Pat:

Breckenridge Mountain Resort (BMR) is proposing to operate the BreckConnect Gondola during summer, outside the current ski season operating period. The Town of Breckenridge (Town) has expressed some wildlife concerns associated with the proposed summer operations (Carello 2009). At your request, this letter provides my professional opinion regarding those wildlife concerns.

As background, I have been conducting professional wildlife, aquatics, and botanical surveys at BMR since 1991. Beginning in 1997, I assisted BMR on Peak 7 base areas issues (involving Cucumber Gulch) and acted as a third-party biologist for the U.S. Forest Service on BMR's Peaks 7 and 9 upgrading. That work included designing and locating the spanning bridge south of the Peak 7 base area and designing intertrail islands in the Peak 7 pod to accommodate post-breeding boreal toad movements into terrestrial habitats.

### **Existing BreckConnect Gondola Characteristics**

Breckenridge Ski Resort's gondola began operations in January, 2007. The gondola extends between the downtown Transportation Center and the Peak 8 base area, with mid-stations in the Shock Hill Neighborhood and the Peak 7 base area. With a 7.5 minute ride time, the BreckConnect Gondola transports skiers, riders, and visitors up to 7,592 feet (391 ft. vertical), while greatly reducing the need for bussed transportation between the Town and BMR. The eight-passenger gondola cabins operate just below tree top level at about 1,000 feet per minute (11.36 mph). Where the gondola crosses through forested terrain, a 40-foot-wide corridor was created by removing the overstory. The gondola currently operates from mid-November through mid-April, BMR's ski season. Operating hours are from 7:30 AM until 5 PM. There are also a few other times when the lift may operate for maintenance.

### **Proposed BreckConnect Gondola Summer Operations**

Breckenridge Mountain Resort is proposing to operate the gondola during summer, from approximately June 18 through September 6, between 8:30 AM and 5:45 PM (8.25 hrs. per day). The summer start date would vary between years, tied to Fathers Day weekend (June 18-20, 2010) or the weekend that is about two weeks before July 4<sup>th</sup>. Other than regular operating hours, the gondola

would run prior to opening for start-up procedures and for short periods at other times for maintenance. Proposed summer gondola operations would reduce motorized vehicle traffic on Ski Hill Road between the Town and Peak 7 and 8 base areas.

### **Environmental Baseline**

The ecological significance, community value, and threats to Cucumber Gulch are well established (e.g., SAIC and Conservation Partners 1998, Carello and Hoffa 2009). From the Town's website (<http://www.townofbreckenridge.com/index.aspx?page=431>):

Cucumber Gulch and its wildlife inhabitants are surrounded by, and vulnerable to, human disturbance. The area also encompasses many of the trails that make up the Breckenridge Nordic Center, as well as popular summer hiking and biking trails. At the same time, the Gulch is almost completely surrounded by existing or pending development.

The 2.2 miles of trails ([http://www.trails.com/tcatalog\\_trail.aspx?trailid=11GR298-015](http://www.trails.com/tcatalog_trail.aspx?trailid=11GR298-015)) innervating the Cucumber Gulch area are well used by Nordic skiers and snowshoers in winter and hikers and mountain bikers during summer (mostly late May to October). Dogs are not permitted. In addition to this recreational use, the existing gondola corridor bisects approximately 2,496 feet of the 225-acre Cucumber Gulch Overlay Protection District (CGOPD) between the Shock Hill and Peak 7 mid-stations. The gondola also passes over approximately 832 feet of the main Cucumber Gulch wetlands.

### **Potential Summer Gondola Operating Effects**

The effects of gondola operations, per se, on wildlife are poorly documented, largely because gondolas are relatively rare on the landscape and their operational impacts are so benign. Clearly, the greatest impact of gondola installation and use is the habitat conversion associated with the required corridor. With respect to the BreckConnect Gondola, that impact has already occurred. Therefore, impacts resulting from proposed, summer, BreckConnect Gondola operations would be limited to visual and noise disturbances as the gondola cabins move through and above the adjacent habitat. The operating gondola is quiet, with noise levels within the range of background noise. The enclosed cabins also attenuate human voices from extending into the passing habitat. While noise, per se, can have adverse effects to wildlife (Bowles 1995), the levels associated with the gondola would not. The visual impact of moving cabins would be greatest in open habitat (e.g., over the Cucumber Gulch wetlands) and least within closed forest. Humans being transported in gondola cabins would be entirely enclosed, essentially within self-contained "blinds." This is significant. Wildlife view humans as potential predators. Wildlife in view of the operating gondola will not associate the moving gondola cabins with humans or predators, merely as moving objects, like cars. Humans recognizable as such (e.g., on foot, on snowshoes, on skies, and presumably, on bikes) elicit more intense reactions by ungulates (e.g., deer, elk, and moose) than do vehicles (Ward et al. 1976, Schultz and Bailey 1978, Eckstein et al. 1979, MacArthur et al. 1982, Freddy et al. 1986) and this reaction extends to other wildlife groups. Another important concept with respect to anticipated wildlife responses is the predictability of the event. The gondola cabins will be traveling at the same rate of speed, at the same intervals (i.e., between cabins), and along the same exact route during the same period each day. When animals perceive a non-threatening disturbance frequently enough to be "expected", they show little overt response (Knight and Cole 1995). Such animals are considered to be "habituated" to the activity.

## Town's Wildlife Concerns

As expressed by Carello (2009), the Town identified wildlife concerns resulting from proposed summer use of the gondola related to moose habitat and calving, elk migration and calving, and breeding birds. Below, I address each of these concerns.

### Moose Habitat and Calving

The CGOPD is a habitat cul-de-sac containing a relatively large area of high quality moose habitat. While that habitat block may be used year-round by moose, it is a small portion of the home ranges of moose that use that habitat. It is possible that there may be habitat patches within the CGOPD that are adequately isolated from surrounding development and trail corridors where a moose would feel secure enough to calve. However, the most interior habitat patch where a moose might calve along the gondola corridor is medially bisected by a trail, reducing the likelihood that this patch would be suitable for calving and that summer gondola operations would have any additional effect. Furthermore, moose calving is over before the gondola would start operating on June 18. Any locally born calves would have ended their hiding phase and be physically capable of travelling with the cow. Therefore, while summer gondola operations could displace a cow moose and her calf from habitat within and adjacent to the gondola corridor, it would be a temporary displacement from calf-rearing and summer habitat, not calving habitat. It is possible that any moose summering in Cucumber Gulch would have experienced the benign disturbance associated with the operating gondola during winter. Regardless, any temporary, diurnal, summer displacement of moose from the gondola corridor would be expected to have no discernable effect on calf survival. Furthermore, any such gondola displacement would affect a much smaller area and be much less acute than the displacement associated with summer recreational use of the Cucumber Gulch trail system (Ward et al. 1976, Schultz and Bailey 1978, Eckstein et al. 1979, MacArthur et al. 1982, Freddy et al. 1986).

### Elk Migration and Calving

Elk migration does not temporally overlap the proposed summer gondola operating period. Elk migrate between summer and winter ranges. The intervening habitat through which migration occurs is considered to be transitional range. Calving habitat, per se, also occurs within transitional range, while calf-rearing habitat is usually associated with summer range. Portions of the CGOPD overlap the most southern, highest elevation, distal edge of elk winter range in this portion (the Breckenridge vicinity) of the Blue River Valley (<http://ndis.nrc.colostate.edu/maps/frames.asp?cmd=INIT&MapLinksID=4&VisibleDataID=69,22&Topic=Hunting&Referer=http://ndis.nrc.colostate.edu/wildlifesp.aspx?SpCode=051001&MAPSIZE=1&X=826&Y=834>; accessed Feb. 15, 2010). Elk winter range is defined as the area typically occupied by elk from December 15 to May 15. This block of elk winter range extends down valley and around Dillon Reservoir. Winter elk use of the CGOPD is limited because of elevation, surrounding development, and the levels and distribution of recreational activity (primarily Nordic and snowshoeing). At the end of winter, elk begin migrating toward upper elevation summer range, following receding snowlines. For the few elk that may be in the CGOPD at the end of winter, they leave the area by the end of May, before the gondola would begin operating for the summer (June 18). Furthermore, they would not return to the CGOPD until after the gondola begins winter operations.

It is unlikely that elk calving occurs in the CGOPD and, even if it did, it would be unaffected by proposed summer gondola operations. Colorado Division of Wildlife (COW) elk Natural Diversity Information Source maps (as above, accessed Feb. 15, 2010) do not show elk calving habitat occurring closer than 1.14 miles north-northwest of the CGOPD (north of the north fork of Middle Barton

Gulch). Those data are wrong as elk calve at mid-elevations in the Peak 7 and 6 areas (Thompson 1998, 2010). I have never found evidence of elk calving or mature cows present in the CGOPD during the calving period and have concluded that elk that may have been present during winter in that area move out to calve at mid-elevations along the Tenmile Range. While the CDOW defines the elk calving period as extending from May 15 to June 30, inclusive, they also recognize that approximately 80% of all calving occurs from June 4-6 (J. Seidel, CDOW, pers. comm.). Therefore, any elk calving in the area would have ended before the gondola would start operating on June 18 and any locally born calves would have ended their hiding phase and be physically capable of travelling with the cow. Furthermore, it is unlikely that elk would calve in the CGOPD because it is surrounded on three sides by development, it is innervated by recreation trails, and it does not contain sufficiently secure “interior” habitat that cow’s seek for calving. As for moose, the most interior habitat patch where an elk might calve along the gondola corridor is medially bisected by a trail, reducing the likelihood that this patch would be suitable for calving and that summer gondola operations would have any additional effect.

### Breeding Birds

Disturbances to birds have traditionally been considered most detrimental during the breeding season when abandonment of the nest or young can lead to total reproductive failure or less severe adverse effects (Knight and Cole 1995). The May 1-July 15 period encompasses the entire nest construction through fledging period for all birds thought to nest in CGOPD habitats. The period of greatest sensitivity to disturbance occurs during nest building and incubation (Götmark 1992). Thereafter, adults have high fidelity to nestlings and the potential for abandonment from even moderate disturbances is low. That sensitive period likely extends from May 1 to around June 21 for all birds present. Therefore, that sensitive period would have nearly ended before the gondola would begin summer operations on June 18.

While the visual and noise disturbances associated with the operating gondola are relatively benign, they would be most likely to adversely affect birds that may have started nesting in the canopy adjacent to the passing gondola cabins. It is uncertain how many such birds would be affected and the extent to which such birds would habituate to the passing cabins. Potential gondola effects would be less than those associated with the use of a comparable length of existing summer recreational trails (Miller and Knight 1995). As a worst case scenario, while it is possible that some affected birds could experience reduced recruitment, such disturbances would not measurably affect bird abundance or community composition in the CGOPD.

Proposed gondola operations extending between 8:30 AM and 5:45 PM (8.25 hrs. per day) would allow several undisturbed hours of foraging/ chick feeding after dawn and before dusk (important periods) for those birds that may be nesting within the gondola’s zone of influence, thereby reducing potential adverse effects.

### **Conclusion**

Proposed, summer, BreckConnect Gondola operations would have a local, additive disturbance to some wildlife in and adjacent to the gondola corridor. Disturbances to birds nesting in the adjacent forest canopy are most likely. Those potential effects would be limited to individuals within and adjacent to the gondola corridor. Such disturbances would not measurably affect bird abundance or community composition. Anticipated gondola effects to all species and wildlife groups of concern would be far less than those associated with the use of a comparable length of existing summer recreational trails. Proposed summer gondola use would have no effect on the boreal toad or its habitat.



Please call me if you have any questions.

Sincerely,

*Rick Thompson*

Richard W. Thompson  
Certified Wildlife Biologist  
Western Ecosystems, Inc.

RWT/s

**Literature Cited:**

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# Carello Environmental Consulting Inc.

910 19<sup>th</sup> Street  
Golden, Co 80401

303-885-6306

carello@boulderweb.com

Memorandum

August 24, 2009

From: Christy Carello, PhD

To: Heide Anderson, Town of Breckenridge

**RE: BreckConnect Gondola Operation**

The purpose of this memo is to address the operation of the BreckConnect Gondola during months when the ski resort is closed to winter recreation. This gondola connects the Town of Breckenridge with the Peak 7 and Peak 8 base areas. The gondola crosses a sensitive wetland habitat, Cucumber Gulch, which is an area of relatively high biodiversity. The following points are issues of most concern for non-ski season operation of the gondola.

- **Moose Habitat and Calving** – Cucumber Gulch is a year-round habitat for moose. The ample availability of willows, a major staple in the diet of moose, makes this an ideal location for moose during all seasons of the year. Moose have been observed with calves multiple times since monitoring began in 2001 in Cucumber Gulch. The observations have been direct as well as captured on motion sensor cameras. Moose calving in Colorado begins in late May and extends through early June. It is recommended that gondola operation does not occur between May 15th and the end of June so as not to disturb the moose cows and their offspring.
- **Elk Migration and Calving** – Elk are migratory ungulates that travel to lower elevations in fall and higher elevations in spring. Cucumber Gulch has been identified as a wildlife corridor that is traveled by elk during the migratory seasons. Elk historically calve in the Peak 7 area during the first week of June, and it is critical for the continued maintenance of the population that elk reach their calving grounds. Since the direct affect of gondola operation on elk behavior is unknown, I recommend that gondola operation does not occur just prior to the elk calving season in late May and early June.

- **Breeding birds** – Cucumber Gulch has a relatively high level of avian diversity. The open water in the wetlands, the extensive willow/shrub habitat and the mature forested areas results in excellent habitat for avian reproduction. The avian community is at its greatest during June and July. During this time Cucumber Gulch is the breeding ground for migratory songbirds, raptors and aquatic species. It is unclear how gondola operation will affect these species, but efforts should be made to minimize the impact. Birds will most likely be disturbed by the operation noise of the gondola as well as the noise from the passengers. I recommend that the gondola not run during June and July and if that is not possible then to limit its operation to the afternoon so as not to affect the main foraging time of these species.

In order to minimize the impact of gondola operation on ungulate populations, I recommend that the gondola is not run from mid-May until the end of June. If the goal is to have the least amount of impact on wildlife as a whole then operation should not occur from mid-May until the end of July.

Respectfully Submitted,



Christy Carello

## MEMORANDUM

**TO:** Town Council

**FROM:** Mark Truckey, Assistant Director of Community Development  
Chris Kulick, Planner I

**DATE:** March 17, 2010 for March 23, 2010 Meeting

**SUBJECT:** Sustainability Task Force Final Recommendations

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Over the past year the Sustainability Task Force has met on a regular basis to address a list of issues identified as keys to maintaining sustainability in our community. Staff has periodically brought the Task Force's recommendations to the full Council for review. The Task Force has two meetings scheduled in March on the 12<sup>th</sup> and 19<sup>th</sup>. After its March 19<sup>th</sup> meeting the Sustainability Task Force will have concluded its initial recommendations regarding top priority "Sustainability Actions" for the Town.

This memo contains three sections. The first section includes the recommendations of the Sustainability Task Force that have not yet been reviewed by the Town Council (including recreation, second homes, historic preservation/heritage tourism, and wildlife). The second section includes a summary of all the recommendations the Sustainability Task Force has made. The third section discusses our potential next steps in the Sustainability Action Plan process, which would be taking the proposed recommendations to the public for their input.

### **Sustainability Task Force Recommendations: Recreation, Second Homes, Historic Preservation/Heritage Tourism, and Wildlife**

This is the final installment of recommendations from the Task Force. Because Wildlife will not be discussed until the March 19 Task Force meeting, no recommendations for Wildlife are included. Staff will provide the Wildlife recommendations at the Council meeting.

#### Recreation

The Task Force took a look at the three main components of the Town's recreation offerings: recreation facilities, active park space and open space. Staff went over recreation strategies from the *Facilities Master Plan, Town Code, Open Space Plan and Trails Plan* with the Task Force. Staff from the Recreation Department indicated certain programming elements such as youth programs, fitness classes and hockey ice time were already at capacity and that other programming elements may reach capacity as the Town approaches buildout. Additionally staff pointed out that many of our athletic fields receive heavy usage during the short summer season and maintaining those fields has become an issue. The Task Force inquired about shifting resources from underperforming programming elements to programming elements that are at capacity. Staff was generally supportive of this approach, particularly during tougher economic conditions. The Task Force agreed youth programming should be a priority and thought some adult offerings that are popular could be filled by the private sector. The Task Force inquired about the possibility of a teen center since it was mentioned in the *Facilities Master Plan*. A dialogue ensued on the subject with a member of the Task Force recalling discussions previous Councils have had and stating that success at teen centers is difficult. Teens often view teen centers as too contrived and structured or can be seen by adults as too free and unsupervised. From the general discussion on recreation some recommendations were made by the Task Force.

## Recommended Action Steps/Options

- Shift Town resources from underperforming programs to programs which are at or near capacity.
- Prioritize funding for youth programs such as swimming lessons, ice lessons and gymnastics.
- Maintain existing recreational facilities at a high quality level instead of expanding or developing new facilities.
- Continue to implement strategies from the *Open Space* and *Trails Master Plans* as they are financially feasible.
- Adjust the Town Development Code to incentivize developers to develop more recreational facilities and active park space.

## Monitoring Recommendations

- Continue to track usage at our recreation facilities.
- Continue to regularly survey residents and guests about our recreational offerings and compare data collected against actual participation rates.
- Continue to monitor trail usage on Town owned open space.

## Second Homes

The Task Force reviewed information concerning second homes in our community. Primary components that were reviewed included: policy direction from existing advisory documents, positive and negative byproducts, effects on the local economy, job generation, taxable revenue, housing pricing, future demand for second homes, utilization, effects on community values and social structure, and effects on community services.

The overall importance of second homeowners to our economy was noted. The Task Force felt it was important to encourage second home owners to have their “lights on” more often, as a way to ensure greater economic prosperity in the Town. The Task force felt this could be achieved through either having second homeowners personally use their property more or make their properties available as short-term rentals. The Task Force felt we could encourage greater utilization by making second homeowners feel more welcome and connected with the community, diversifying activity options, limiting barriers to having their properties used as short-term rentals and better marketing toward second homeowners. Second homeowners can make important contributions to the community (e.g., volunteer work, charitable donations, tendency to shop locally). There was a concern from the Task Force about a trend that indicated second homeowners were utilizing their properties less frequently. One goal should be to attract second homeowners to come here more often. Regarding trends, it is unclear whether existing second homeowners will retire here and become full-time residents or not. It would be good to get a better understanding of this. The overall economic disparity between winter and summer visitation was discussed. A suggestion for more active marketing of the winter season, instead of letting the ski resort do all of the marketing, was suggested by the Task Force. It was noted that the BRC directs half of its marketing budget towards winter and half towards summer. Distinguishing the needs of seniors from second homeowners was thought to be important. It was suggested we should be targeting second homeowners in their most productive years (e.g., 55 to 70 years old). The Town’s other amenities (e.g., recreation center, Arts, heritage tourism) can help diversify offerings in non-skiing activities for second homeowners and their families. These amenities also work well as attractions during shoulder seasons. Second homeowners utilizing Vacation Rentals by Owner (VRBO) were seen as a threat to achieving maximum lodging tax revenue. It is largely an unmonitored business that operates primarily on the Internet, making tax collection difficult. It was suggested by the Task Force that the Town consider cracking down on tax collections of VRBO properties.

In addition to discussing the economic impact of second homes, considering ways to make second homes more energy efficient were discussed. Ideas such as graduated energy taxation and incentivizing or mandating energy improvements were discussed. The Task Force suggested that the economic benefits of second homes are important, but at the same time the Town should work towards improving energy efficiency of these properties.

After the completion of the STF meeting, staff member Laurie Best inquired if we discussed accessory dwelling units (ADUs) as part of the second home topic. Since we did not, she suggested we include ADUs in any further discussion associated with second homes. She indicated ADUs help mitigate the housing shortage that job generation associated with second homes exacerbates. She pointed out ADUs have worked well to provide workforce housing in high price areas such as Aspen, Eagle County and Southern California. An additional benefit of ADUs beyond providing workforce housing is that they better connect second homeowners with the local population. In many cases the renter of an ADU serves as link to the local community. The Town currently allows ADUS in second homes, but we could be looking at ways to further incentivize their use.

#### Recommended Action Steps/Options

- Encourage second homeowners to utilize properties more frequently.
- Engage second homeowners in community programs and encourage their charitable contributions.
- Distinguish the needs of seniors from the needs of second homeowners.
- Prioritize energy improvements in second homes.
- Further incentivize the use of ADUs in second homeowners' properties.

#### Monitoring Recommendations

- Continue to monitor the ratio of second homes to primary residences through Assessor Data.
- Continue to monitor housing units that change ownership from local ownership to out of county or vice versus in order to quantify the “sell-out move-out” trend.
- Monitor BOLT license applications for short term rentals.

#### Historic Preservation/Heritage Tourism

The Task Force first discussed the potential for expanding the historic period of significance, which currently dates to buildings constructed prior to 1943. Task Force members were not convinced that the early ski era buildings could be treated the same as our historic Victorians (i.e., it would be difficult to tell someone they couldn't tear down their old A-frame). However, there was general recognition that an inventory/survey of buildings from this era would be appropriate, because we would understand what we actually have. Some potential issues are that the early ski era structures are not necessarily located in one geographic area and a “district” designation would probably not work. Voluntary landmarking may be a method to preserve these structures.

Regarding other threats to historic sustainability, the Task Force identified the potential deterioration of a few buildings in the historic district commercial core. Is there an incentive or something we can provide to encourage the property owners to stabilize and restore their buildings? The Gold Pan and Skinny Winter were a couple examples cited. One idea proposed was for appropriate Town staff to work pro-actively with these commercial property owners to make them aware of federal and state tax credits available and help them understand what improvements they can make to the historic structures. The prospects of enacting a “demolition by neglect” ordinance were also discussed. Some mountain communities (e.g., Telluride?) have implemented such an ordinance. The Task Force had mixed

feelings about the approach. Reinstating positive points for off-site historic restoration were also discussed, but the Task Force decided it would conflict with the philosophy of mitigating project impacts onsite.

Support for the Breckenridge Heritage Alliance was also discussed by the Task Force. It was noted that the Town's contribution to the 2010 Alliance budget is \$250,000. In 2006, prior to the formation of the Alliance, the Town funded a number of relatively disjointed heritage tourism efforts (e.g., Saddle Rock Society, Summit Historic Society) at the cost of around \$210,000 to \$220,000. The Task Force indicated that we are now getting a much more focused heritage tourism effort through the Alliance, with museums more frequently staffed, for just a little more money than was spent in 2006.

### Recommended Action Steps/Options

- Protect and enhance the setting and context of the Historic District through preservation of existing historic structures and sites and through design of new structures that is compatible with the historic setting.
- Prioritize and facilitate public historic preservation projects based on historic significance and integrity.
- Promote private historic preservation projects and encourage adaptive reuse of historic structures through appropriate regulations and education/incentives (e.g., federal tax credits).
  - Work with historic property owners, particularly in the commercial core, to ensure that they have full information on tax credits and other programs available to them for restoration work.
- Pursue available grants related to historic preservation projects to leverage local investment.
- Encourage partnerships and collaborations that promote historic preservation.
- Consider and evaluate strategies for protection of historic resources, both in the Town and in backcountry areas such as the Golden Horseshoe.
- Promote heritage tourism in the Town, support the efforts of the Breckenridge Heritage Alliance, and work to brand Breckenridge's history as part of the Town's overall marketing efforts.
- Undertake a survey of early ski era structures, to document their significance and contribution to the Town's history.
  - Based on the results of the survey findings, evaluate measures to protect early ski era structures (e.g., encourage historic landmarking, consider modifications to the Town's historic period of significance)

### Monitoring

- Document, inventory, and survey historic resources and landmarks
- Track heritage tourism visitation and revenue
  - Establish and implement a metrics/rating system to evaluate the heritage tourist's experience at Breckenridge historic sites

### **Final Recommendations of the Sustainability Task Force**

The attached table summarizes the full list of recommendations made by the Sustainability Task Force over the course of the past year, including any modifications recommended by the full Town Council. We have consolidated some of the recommendations so that the list is succinct and will not overwhelm the public when we initiate our public process (see discussion below). The list of issues is organized under the major headings of the Vision Plan (i.e., Community Character).



## **Public Process for Sustainability Action Plan**

Staff has initiated outlining a public process to unveil the proposed Sustainability Action recommendations and to solicit public input. The Sustainability Task Force has had some initial discussions regarding the public process. Some of the public process ideas we'd like to review with the Council include:

- A series of meetings in early June, including a kickoff meeting intended to entertain and educate the public, and several working meetings where the public would be provided background information, meet in breakout groups, and eventually weigh in on the proposed Sustainability Action Plan recommendations.
- Followup meetings later in summer to report back on results of public input and to finalize the Sustainability Action Plan recommendations.
- A theme of this Sustainability Action Plan being a step to further our Town's Vision Plan. Compare the predicted 2030 forecast with our Vision Plan. Does the public see outcomes that they do not like? If so, does the public agree with the proposed Sustainability Action Plan recommendations? Are there other issues or options that the public wants to identify? What are some of the highest priorities regarding the proposed Sustainability Actions?
- Major challenge of the effort will be to provide the public enough information to make informed decisions, without overwhelming them with too much detail.
- A key component of the Sustainability Action Plan, in addition to the recommended actions, will be a series of monitoring measures. These measurements (e.g., tracking change in transit use, tracking carbon emissions) will be tracked on an ongoing basis and an annual report card could be released to the community to measure the Town's progress on different sustainability issues.
- Staff recommends that this effort involve a much heavier "electronic medium" emphasis than earlier Town public processes. The use of web-based interfaces such as Facebook, Survey Monkey, Twitter, etc. need to be incorporated as a major part of this effort. An interactive web page would be developed.
- We are considering the use of consultant assistance with some aspects of the public process, potentially including: leading/facilitating the public meetings, making recommendations on public process and public involvement tools, developing interactive web-based applications, and graphics for final plan development. Staff will play a key role in developing all the information/materials for the process and in providing technical assistance at meetings. We would also look for Council direction on the level of participation they would like to have at the public meetings.

## **Questions for Council**

- Does the Council have any questions or suggestions regarding the last installment of Sustainability Action recommendations (recreation, second homes, historic preservation, wildlife habitat)?
- Does the Council have any comments regarding the full list of Sustainability Action recommendations included in the attached table?
- Council feedback on the public process issues discussed above is requested.

**Town of Breckenridge Sustainable Action Plan  
Recommendations of Sustainability Task Force/Town Council 3/16/10**

Topic	2030 Forecast/Issues	Recommendations	Issues for Public Discussion
<b>Community Character:</b> <i>The Town of Breckenridge is a cohesive and diverse community...</i> Where residents and visitors experience an historic mountain town with characteristic charm that offers a safe, friendly and peaceful atmosphere where individuals can live, work, play and raise a family. (From Town of Breckenridge Vision Plan)			
Build-out	<ul style="list-style-type: none"> <li>The Joint Upper Blue Master Plan (JUBMP) target of reducing density in the basin by 25 percent will not be met.</li> </ul>	<ul style="list-style-type: none"> <li>Undertake minor update to JUBMP to adjust density reduction targets and strategies.</li> </ul>	<ul style="list-style-type: none"> <li>Yes but not as part of the Sustainability Action Plan: will be discussed as part of the Joint Upper Blue Master Plan amendment process.</li> </ul>
Build-out and affordable housing	<ul style="list-style-type: none"> <li>The actual Upper Blue buildout number for the basin will be ratcheted upwards another 900 units as more affordable housing units are built, thus potentially further impacting activity levels in the basin.</li> </ul>	<ul style="list-style-type: none"> <li>Transfer density at a 1:2 ratio to all new deed-restricted affordable housing units that are developed.</li> </ul>	<ul style="list-style-type: none"> <li>No, decision already made by Council.</li> </ul>
Home size	<ul style="list-style-type: none"> <li>Residential development remains the focus in 2030 and trophy homes become even more prevalent, impacting community character.</li> </ul>	<ul style="list-style-type: none"> <li>Neighborhood Preservation Policy adopted by the Town Council in October, 2009, limiting size of single family residences in subdivisions without established building envelopes.</li> </ul>	<ul style="list-style-type: none"> <li>No, decision already made by Council.</li> </ul>
Child Care	<ul style="list-style-type: none"> <li>A shortage of child care facilities is projected at buildout, unless steps are taken to develop new facilities.</li> </ul>	<ul style="list-style-type: none"> <li>Identify and pursue long term funding for childcare programs (e.g., potentially place on 2013 ballot to continue existing mill levy).</li> <li>Work with child care operators on cost reductions (i.e.: collective management).</li> <li>Monitoring: Continue to evaluate demand and need for construction of new child care center at build out.</li> <li>Monitoring: Continue to track the impacts of salary supplements (wages, retention, quality ranking, etc.) and the fiscal condition of local centers.</li> <li>Monitoring: Continue to evaluate impact and demand for Scholarship Program and adjust criteria and budget as necessary.</li> </ul>	<ul style="list-style-type: none"> <li>Should a long term funding mechanism for childcare be established?</li> <li>Feedback on listed recommendations</li> </ul>

Topic	2030 Forecast/Issues	Recommendations	Issues for Public Discussion
Historic Preservation/Heritage Tourism	<ul style="list-style-type: none"> <li>Protection of the character of the Town's designated historic district.</li> <li>Promotion of our heritage and historic resources</li> </ul>	<ul style="list-style-type: none"> <li>Protect the setting of the Historic District through preservation of existing historic structures and through design of new structures that is compatible with the historic setting.</li> <li>Prioritize and facilitate public historic preservation projects based on historic significance and integrity, both in the Town and in backcountry areas such as the Golden Horseshoe.</li> <li>Promote private historic preservation projects and encourage adaptive reuse of historic structures</li> <li>Promote heritage tourism in the Town, support the efforts of the Breckenridge Heritage Alliance, and work to brand Breckenridge's history as part of the Town's overall marketing efforts.</li> <li>Undertake a survey of early ski era structures, to document their significance and contribution to the Town's history.</li> </ul>	<ul style="list-style-type: none"> <li>Feedback on listed recommendations.</li> </ul>
Second Homes	<ul style="list-style-type: none"> <li>Need a better understanding of how second homes affect community character, politics, economy, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Encourage second homeowners to utilize properties more frequently.</li> <li>Engage second homeowners in community programs and encourage their charitable contributions.</li> <li>Distinguish the needs of seniors from the needs of second homeowners.</li> <li>Prioritize energy improvements in second homes.</li> <li>Encourage accessory dwelling units in second home properties.</li> </ul>	<ul style="list-style-type: none"> <li>Yes, feedback on listed recommendations.</li> </ul>
<p><b>Economic Viability/Sustainability: <i>The Town of Breckenridge is a cohesive and diverse community...</i></b> Where a strong and sustainable year-round economy insured through partnerships with local businesses, resort operators, and state and federal agencies and anchored by a healthy, vibrant Main Street, supports the diverse economic and employment needs of local residents. (Town Vision Plan)</p>			
Service Commercial/Ind.	<ul style="list-style-type: none"> <li>Demands for land use will drive service commercial/industrial uses downvalley or out of County.</li> </ul>	<ul style="list-style-type: none"> <li>Amend Land Use Guidelines for certain areas (e.g., Airport Road) to identify service commercial/industrial as a preferred use or create relative policy encouraging.</li> <li>Consider new locations for service commercial/industrial uses (e.g., north end of</li> </ul>	<ul style="list-style-type: none"> <li>Yes, feedback on listed recommendations. Council has also suggested that service commercial might be a good issue for discussion in Joint Upper Blue Master Plan update.</li> </ul>

Topic	2030 Forecast/Issues	Recommendations	Issues for Public Discussion
		McCain). <ul style="list-style-type: none"> <li>Consider allowances for limited small-scale commercial services at north end of Town.</li> </ul>	
Water	<ul style="list-style-type: none"> <li>Potential for less reliable water supplies in the future, increasing value of water rights, and need for additional storage to accommodate “wet water”.</li> </ul>	<ul style="list-style-type: none"> <li>Protection of Town’s watershed and Goose Pasture Tarn are highest priority.</li> <li>Water conservation efforts must be heightened.</li> <li>Further pursue both the pumpback project and a reservoir at McCain.</li> </ul>	<ul style="list-style-type: none"> <li>Feedback on listed recommendations.</li> </ul>
Governmental Services/Revenue	<ul style="list-style-type: none"> <li>Increases in sales tax revenues will not be able to keep pace with growth in costs and demands for governmental services.</li> </ul>	<ul style="list-style-type: none"> <li>Explore possibilities for implementing a number of alternative revenue streams</li> <li>Monitor economic indicators in community and regularly review fine-grained fund balance analysis of different sectors of revenues</li> </ul>	<ul style="list-style-type: none"> <li>Feedback on potential alternative revenue stream ideas (e.g., amusement tax, sales tax increase, accommodations tax increase, service tax) could be shared with public for their reaction.</li> </ul>
<p><b>Natural Resources: <i>The Town of Breckenridge is a cohesive and diverse community...</i></b> Where the actions of the community ensure that wildlife and its habitat are protected, that views from Town to the surrounding mountains are maintained, that both air and water quality are clean and improved, and that accessible open space, trails, and backcountry are preserved. (Town Vision Plan)</p>			
Climate Change	<ul style="list-style-type: none"> <li>Shorter ski season, smaller snowpack, and environmental changes.</li> </ul>	<ul style="list-style-type: none"> <li>Endorsement of Climate Action Plan.</li> <li>Allocation of one million dollars to an energy efficiency revolving loan fund.</li> <li>Lead by example (e.g., Town initiates energy efficiency upgrades and renewable technologies on its facilities)</li> <li>Enact incentives in the Town’s Code to encourage use of Home Energy Rating Systems (HERS)</li> </ul>	<ul style="list-style-type: none"> <li>Feedback on Carbon Action Plan and goals: Is there a desire for more ambitious carbon reduction goals?</li> </ul>
Forest Health	<ul style="list-style-type: none"> <li>County experiences a major fire as a result of beetle kill.</li> <li>Increased sediment loading in local streams and reservoirs as aftermath to major fire event.</li> </ul>	<ul style="list-style-type: none"> <li>Develop fuel mitigation projects for Town properties and support other fuel mitigation projects (private homeowner associations, Forest Service)</li> <li>Design plans for water sedimentation facilities that would intercept debris flows.</li> <li>Implement Code and policy changes that make private property less vulnerable to the effects of wildfire.</li> <li>Continue to plan for a coordinated response to wildfire events with local and regional emergency response agencies.</li> <li>Plan for the financial implications of fighting a major wild fire.</li> <li>Support the USFS in their efforts to manage the</li> </ul>	<ul style="list-style-type: none"> <li>Feedback on listed recommendations.</li> </ul>

Topic	2030 Forecast/Issues	Recommendations	Issues for Public Discussion
Wildlife Habitat	<ul style="list-style-type: none"> <li>Shortage of reliable information regarding state of wildlife in most of the basin (outside Cucumber Gulch), thus limiting ability to plan and protect wildlife.</li> </ul>	<p>forest age, species and density.</p> <p>To be discussed at 3/19/10 Sustainability Task Force Meeting</p>	
<p><b>Transportation: <i>The Town of Breckenridge is a cohesive and diverse community...</i></b> Where a multi-modal transportation system provides convenient, low cost, clean, sustainable links to the ski area base facilities, parking facilities, downtown, and throughout the community and region. (Town Vision Plan)</p>			
Traffic/Parking	<ul style="list-style-type: none"> <li>Traffic congestions projected to increase from current 20 days/year of gridlock to 40-45 days/year.</li> </ul>	<ul style="list-style-type: none"> <li>Set a goal of maintaining existing levels of congestion (20 days/year).</li> <li>Keep densities towards the Town core, including workforce housing and consider establishing a growth boundary to focus an efficient transit system.</li> <li>Explore implementing some of the recommendations from Dan Burden's walkability assessment</li> <li>Marketing campaign to reduce the number of in-town trip ends</li> <li>Incentivize use of alternative forms of transportation.</li> <li>Continue to implement improvements specified in the <i>Town of Breckenridge Transportation, Circulation and Main Street Reconstruction Plan</i>.</li> <li>Revisit parking code &amp; consider cap limits on parking within the Town Core to minimize congestion.</li> <li>Encourage the ski resort to further incentivize carpooling of day skiers.</li> <li>More emphasis on policing of Town controlled spaces at peak times.</li> <li>Analyze the effects of effects of implementing above actions, as opposed to the effects of adding more lanes of traffic (e.g., Park Avenue).</li> </ul>	<ul style="list-style-type: none"> <li>Feedback on the level of congestion considered acceptable and trade-offs (e.g., less congestion= more \$/resources and potential character changes, more congestion=further degradation of town environment)</li> <li>Feedback on pursuing alternative transportation modes as opposed to building more lanes to accommodate traffic.</li> <li>Feedback on other listed recommendations.</li> </ul>

Topic	2030 Forecast/Issues	Recommendations	Issues for Public Discussion
<p><b>Housing: <i>The Town of Breckenridge is a cohesive and diverse community...</i></b>Where a diversity of housing is integrated throughout the community and provides a variety of housing options. (Town Vision Plan)</p>			
Housing Availability	<ul style="list-style-type: none"> <li>• Home price to income gap increases and ability for Town workforce to live in Town is threatened, unless housing plans are fully implemented.</li> <li>• Potential lack of funding sources for workforce housing.</li> </ul>	<ul style="list-style-type: none"> <li>• Implement the Town’s Housing Action Plan, focusing on the Plan’s most important aspects, including:               <ul style="list-style-type: none"> <li>• Identify and land bank sites appropriate for workforce housing, including Town-owned parcels.</li> <li>• Evaluate the effectiveness of the housing assistance offered to Town employees.</li> <li>• Work with the business community to provide housing for their employers.</li> <li>• Explore options for housing members of the workforce as they age and retire.</li> <li>• Expand efforts to acquire existing free-market units and convert them to permanently affordable workforce housing.</li> <li>• Work with the Housing Authority to make sure that renters who want to buy have adequate homebuyer education and resources to qualify for mortgages.</li> </ul> </li> <li>• Formalize housing guidelines for annexations</li> </ul>	<ul style="list-style-type: none"> <li>• Feedback on listed recommendations.</li> </ul>
<p><b>Recreational Resources: <i>The Town of Breckenridge is a cohesive and diverse community...</i></b>Where the natural beauty of the Rocky Mountains is augmented by world class recreational opportunities that provide diverse activities throughout the year. Those activities are served by community facilities that enrich the visitor experience while ensuring affordable and accessible recreation opportunities for residents and visitors. (Town Vision Plan)</p>			
Recreation	<ul style="list-style-type: none"> <li>• Recreational services provided do not meet needs of increased population</li> </ul>	<ul style="list-style-type: none"> <li>• Shift Town resources from underperforming programs to programs which are at or near capacity.</li> <li>• Prioritize funding for youth programs such as swimming lessons, ice lessons and gymnastics.</li> <li>• Maintain existing recreational facilities at a high quality level instead of expanding or developing new facilities.</li> <li>• Continue to implement strategies from the <i>Open Space</i> and <i>Trails Master Plans</i> as they are financially feasible.</li> <li>• Adjust the Town Development Code to incentivize developers to develop more recreational facilities and active park space.</li> </ul>	<ul style="list-style-type: none"> <li>• Feedback on listed recommendations.</li> </ul>

Memorandum

To: Town Council  
From: Open Space Staff  
Re: Hidden Gems Wilderness Proposal  
Date: March 17, 2010

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In your packet is a letter to the wilderness coalition endorsing the proposed Hidden Gems Wilderness Proposal. Staff has continued to work with members of the wilderness campaign, the Summit Wildfire Council, Summit Fat Tire Society and the International Mountain Bicycling Association while developing the Town of Breckenridge position on the issue.

After meeting with U.S. Forest Service and U.S. Geological Survey staff and representatives from the Hidden Gems Wilderness Campaign, Town staff feels like the revised boundaries of the proposed wilderness areas allow the community to conduct all fire mitigation, immediate wildfire response activities, and post fire watershed protection efforts necessary to protect the health and safety of our citizens.

Staff believes that the mountain biking issues and conflicts with the wilderness proposal in the Upper Blue Valley have been resolved. The letter still includes a comment about the need to use mechanized equipment to clear trails within these proposed wilderness areas and existing wilderness if fires or blow-downs result in large scale downfall.

Once again, staff welcomes any comments or modifications to this letter before we send it on to the wilderness coalition.

March 23, 2010

Rep. Jared Polis  
P.O. Box 1453  
Frisco, CO 80443

Hidden Gems Wilderness Campaign  
c/o Colorado Environmental Coalition  
1536 Wynkoop Street, #5C  
Denver, CO 80202

Dear Rep. Polis:

The Town of Breckenridge would like to state our endorsement of the Hidden Gems Wilderness Proposal, as portrayed on the Hidden Gems Campaign website March 17, 2010, for the Hoosier Ridge and Tenmile areas.

In the January 28, 2010 letter that we sent to your office, the Town of Breckenridge listed these three sets of concerns that were at that time not yet resolved:

- Wilderness designation could impede our ability to fight wildfires and protect our watershed in the aftermath of wildfire. This is particularly of issue because of the potential increased susceptibility of our forests in the wake of the mountain pine beetle infestation. The Town may need the ability to take proactive fire mitigation actions (i.e. firebreaks and other fuels management prescriptions), use roads and mechanical equipment to fight a fire, and locate and construct water quality protection structures or ancillary roads within some of the areas proposed as wilderness.
- Wilderness designation affects the extent to which mountain bike trail systems can be utilized and further expanded.
- Wilderness designation would preclude the use of mechanized equipment in clearing trails of downed trees. Considering the fire danger and potential for subsequent blow-down, the Town feels that it is important that chainsaws and other mechanized equipment be allowed in order to adequately clear trails and provide for the safety of the trail users in a timely manner.

The Hidden Gems Wilderness Proposal has been changed since that time to address our issues. The boundaries of the proposed wilderness now largely match that of the Wildland Urban Interface (WUI) boundaries, and therefore alleviate both the Town concerns and those of the Red, White and Blue Fire Department with respect to our ability to do proactive fire mitigation, fight fires, and address post-fire watershed protection problems in the Upper Blue Basin. The mountain bike trails in the Town and County trail master plans have all been excluded from the proposal, along with the additional exclusion of several other social trails recommended by the Summit Fat Tire Society as being important.



The Town would still like to see that legislative language addresses the ability to manage large-scale downfall through mechanized means in wilderness, both existing wilderness areas as well as the areas recommended through the Hidden Gems proposal. Regardless of Hidden Gems, this will be a big issue in our area as the trees infested by the mountain pine beetle eventually drop.

In our January 28<sup>th</sup> letter, we also insisted that the Hidden Gems Wilderness Proposal include a companion designation element to address those areas no longer included within proposed wilderness, as well as other areas appropriate as a non-motorized wilderness buffer. Both the International Mountain Biking Association and the Hidden Gems Campaign are working on the wording of a companion designation that would allow for mountain biking and non-motorized use; and wildfire mitigation, fire fighting, and watershed protection facilities; and otherwise be managed similarly to wilderness.

We recognize that the boundaries of the companion designation will continue to be developed before and after this wilderness proposal is introduced to Congress, but we feel comfortable with the direction that this is heading. In the meantime, we do feel like we can officially endorse the wilderness-specific boundaries that have been arrived at through many hours of negotiation and careful consideration. Please feel free to call Heide Andersen at 970.547.3110 if you have any questions. In the meantime, we look forward to working further with your office on the companion designation wording and mapping.

Sincerely,

John Warner

Cc: U.S. Sen. Mark Udall  
U.S. Sen. Michael Bennett  
State Sen. Dan Gibbs  
State Rep. Christine Scanlan



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## MEMORANDUM

**TO:** Town Council

**FROM:** Peter Grosshuesch, Director of Community Development

**DATE:** March 15, 2010

**SUBJECT:** Locomotives # 9 and # 111

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We wanted to bring the Council up to date on recent developments concerning the two locomotives. Over the life of the agreement we negotiated with the Colorado Historical Society (CHS) in 2005 for the functional restoration of our locomotive # 111, a number of significant events have taken place that renders that agreement fairly out of date. One thing that happened, is that CHS has discovered that it would not be practical for us to operate # 9 without a major investment by someone in more restoration of that locomotive. Additionally, several months ago we were approached by CHS about our possible interest in selling # 111 to them. That idea was briefly reported on to you shortly after that inquiry was made.

Recently, we have received a proposal from (CHS) requesting that the Town convey its interests in Locomotive # 111, to them. In return, # 9 would be loaned to Breckenridge. The terms of the proposal are as follows.

1. CHS would pay \$130,000 for the locomotive, and reimburse us another \$100,000 for restoration work on # 111. Combined with the \$200,000 they have already reimbursed us for the restoration, the \$100,000 reimbursement would cover the contract amount that we negotiated with Uhrich Locomotive Works to restore # 111. CHS would assume responsibility to complete any remaining work on # 111.
2. CHS would give us an additional \$10,000 for interpretive displays for the locomotive park.
3. In the State's FY 2012 (which begins July 2011), CHS would partner with us in a grant request from State funds for another \$40,000 to enhance the landscaping for the park (phase III of that plan).
4. CHS would enter into an agreement to lend Locomotive # 9 to the Town for a ten year term, with renewal options contingent on our track record with stewardship of the locomotive. Upon termination of the agreement, CHS would be required to replace # 9 with a locomotive of similar historical importance to the Town. The proposal contemplates that this would be a static display, rather than having to operate # 9 in conjunction with a heritage railroad as the current agreement provides.
5. The tender for # 9 would be provided to the Town in its current condition, (which is not display worthy). Our plan would be to apply for grant funding from the State for some cosmetic restoration of the tender, and then move it up here once that work is completed.
6. CHS and the Town would promote each other's heritage railroad parks at our respective locations.
7. The Town would pay for shipping # 9 to Breckenridge, and CHS would pay for the shipping of # 111 to Georgetown.
8. The Town would insure # 9 while it is in our possession.
9. The existing agreement we have with CHS would be voided upon their purchase of # 111.

## Locomotive Park on Main ST

Approximately a year and a half ago, staff reviewed with you, plans for a locomotive park in the south half of the Wellington parking lot. Council supported that location at that time, however we would like to reconfirm that location with you.

Implementation of the plan for the park in the Wellington site is broken out into three phases. Phase one is an economical preparation of the site, security cameras, lighting and interpretive panels. This budget does not include some of the amenities customarily incorporated in Town parks. Phase II adds an open air shelter for the locomotive without the maintenance pit which is now not required by CHS. Please recall that the shelter is a requirement of CHS for allowing # 9 to be placed in Breckenridge. Phase III adds in the park site amenities referred to above, and would be installed over time as resources become available.

### Costs for developing the locomotive park

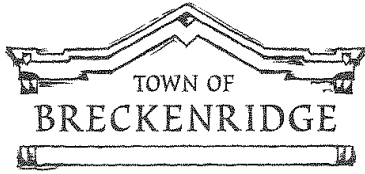
The minimum costs for developing the park are the costs for the first two phases. Those two phases added together come to approximately \$170,000. Between the CHS offer (\$140,000), and the Breckenridge Heritage Fund Raising/in kind donations, (\$31,000), there is approximately \$171,000 identified for the first two phases of the park. Please keep in mind that we are working off of estimated prices, not bids, and there is no cost contingency built into the estimate. Therefore, we expect that the exact numbers are likely to vary somewhat from what we are currently working with. Phase III improvements are currently estimated to be roughly an additional \$96,000. The Council placed \$70,000 in the CIP for the park development in 2008. \$11,000 of that was spent on the Mary Hart design of the park, previously reviewed by the Town Council. The remaining \$59,000 is still in the CIP.

Phase I	- \$ 64,272 (includes an allowance for shipping costs to Breckenridge)
Phase II	- \$106,294
Phase III	- \$ 95,844
Total	\$266,410

To date, we have spent approximately \$164,000 on the purchase and cosmetic restoration of # 111. The total value offered by CHS in their proposal would come to \$180,000. This is over a two year period, and assumes the grant they are proposing in 2011 materializes.

### Direction sought from the Town Council

- Is the Council still supportive of the Wellington Lot location?
- Should staff proceed with drafting an agreement amendment with CHS?



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## MEMORANDUM

**TO: Town Council**

**FROM: Julia Puester, AICP**

**DATE: March 17, 2010 for meeting of March 23, 2010**

**SUBJECT: Footprint Lots Worksession**

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The topic of building footprint lots is on the Planning Commission Top Five list. Staff held worksessions on footprint lots with the Commission February 3, March 17, October 20, 2009, February 16, and March 16th 2010. The concern around these discussions was that there has been development occurring in the Conservation District, where primary looking structures were approved in rear yards, leading to development patterns and street appearance in conflict with the historic character of the District. Secondly, the approved structures were creating more activity in some residential parts of the Conservation District which may be detrimental to the character of the area.

Staff has been working with the Planning Commission on a policy to address footprint lots within the Conservation District to within the Downtown Overlay District as well as outside of the Conservation District. To accomplish this, modifications are proposed to the subdivision code and the Handbook of Design Standards.

- Subdivision Code:
  - Location-Building footprint lots would be permitted in the Downtown Overlay District (same boundaries as used for the first floor residential limitation policy) as well as outside the Conservation District.
  - Setbacks would be established for footprint lots.
- Design Standards:
  - Secondary structures should be smaller scale buildings, have a simplistic design, and be set back from the primary structure.

This memo is to serve as a guide to for the discussion of improving the own subdivision code related to building footprint lots and related design standard modifications.

Staff would like feedback from the Council on the following:

- Does Council desire to proceed with the drafting of a subdivision code modification regarding building footprint lots and modifications to the Handbook of Design Standards with regard to secondary structures?
- Does Council support the proposed concepts?
- Is there other information the Council feels would be beneficial to address within the draft policy or design standards?

Staff will be available at the meeting on March 23<sup>rd</sup> and looks forward to hearing from the Council on the proposed changes and recommendations.



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## MEMORANDUM

**TO:** Town Council  
**FROM:** Heide Andersen, Open Space & Trails Planner III  
**DATE:** March 17, 2010  
**SUBJECT:** Open Space Advisory Commission Vacancies

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Attached please find four letters of application for BOSAC. There are three vacancies for terms from April of 2010 through March of 2012. The terms that are up are Dennis Kuhn, Scott Yule and Ellen Hollinshead. Dennis and Scott are reapplying, and we also have applications from Devon O'Neil and Bill Lerch.

Suggested interview questions and a ballot have been included in hard copy form in your notebooks.

March 13, 2010  
Breckenridge Town Council  
PO Box 168  
Breckenridge, CO  
80424

Dear Mayor Warner and Town Council Members,

I would like to express my continued interest in serving on the Breckenridge Open Space Advisory Commission. I have just completed my third appointment and look forward to working, first and foremost, to help establish the goals and objectives stated in the BOSAC mission statement.

My priority is continued involvement in the management process for protection of natural resources, sustainable trail systems and mining heritage.

I feel strongly about the importance and uniqueness of the Cucumber Gulch Preserve property. My passion is the protection of the natural resources and management of recreational activities within this special Breckenridge resource.

BOSAC has the responsibility to act as the "Lead Entity" for this property and I hope to continue working toward those goals.

As you may know, I am also involved in the Upper Blue Nordic Master Plan revision and supportive of the Gold Run Nordic Center and quality trail opportunities within the Golden Horseshoe.

I look forward to discussing my interests in serving on BOSAC in the future.

Cordially,

Scott Yule  
108 Goldflake  
Breckenridge, CO  
333-1573

**From:** Devon O'Neil <[devononeil@hotmail.com](mailto:devononeil@hotmail.com)>  
**Date:** March 16, 2010 1:28:59 AM MDT  
**To:** "Reid, Scott" <[scottr@townofbreckenridge.com](mailto:scottr@townofbreckenridge.com)>, "Andersen, Heide" <[heide@townofbreckenridge.com](mailto:heide@townofbreckenridge.com)>  
**Subject:** BOSAC letter

Greetings,

I should start by saying I'm not just interested in serving on BOSAC because of the free dinner I saw everyone eating when I showed up at this week's meeting. I was much more taken by the conflict between a town nature leader and three obviously more established locals representing Breck Ski Resort. They were fighting for handfuls of tourists to lead on their hikes around Cucumber Gulch and elsewhere — tourists who pay a whopping 12 (the town) and 14 (the resort) bucks a pop; not exactly big business. But it got kind of intense for a moment, the two sides sitting 16 inches from each other arguing, in a way, for their livelihood.

What impressed me, and confirmed why I'm interested in this post, was the way all the randomly combined people in charge of making the best decision for the land and its dwellers did just that. The commissioners offered their true opinions on the issue and raised questions that actually confused them, because they wanted to know as much as possible about a request that could've just as easily been rubber stamped. I'd like to be a part of that.

I try to get out on our trails or public land every day, mainly because I think it's the best way to spend time here. Aside from a few instances, I don't really race or use the hours outside as training for anything. But I realize there are all these other interests contrary to my own that can and should influence the way everyone's land gets allotted and shared. Do I want 800 people rutting up my back-door singletrack every Fourth of July? Not really. Luckily, there are a lot of other trails around here and it's cool that the town has built such a proving-grounds reputation. It's also cool that the rest of the summer the same trails are basically empty.

Since most of what I do as a freelance writer is based upon objectivity, two principles are always on my mind: hypocrisy and fairness. Not just when I'm looking into a story; all the time. I feel if you treat others how you want to be treated, by giving them fair and unbiased consideration no matter their superficial qualities, you'll be able to make sound decisions with sound rationale and the outcomes will reflect that.

Truth be told, I have not done as much as I always wish I would in terms of being part of the open space and trails solution. I take so much from this land. And although I definitely look out for its best interests while I'm out there, my commitment generally ends there. I'd like to look out for its best interests in a conference room when I'm tired from what it gave me that day. I think that would be fun.

Thanks for reading this letter.  
Devon O'Neil

**Baseball Card for Open Space**

DOB: 8/10/1979

Home: The south side of Carter Park

Job: Freelance writer and three-nights-a-week ski tech

I-N-G Activities: Skiing, mountain biking, trail running, hiking

NIMBY, please: People who don't say hello when you say it to them



**From:** Dennis Kuhn [mailto:breckmtn@gmail.com]  
**Sent:** Tuesday, March 16, 2010 5:47 PM  
**To:** Grosshuesch, Peter  
**Subject:** Request

To: Breckenridge Town Council  
From: Dennis G. Kuhn

Please accept this email as a formal request to be reappointed to the Breckenridge Open Space and Trails Advisory Commission.

**From:** Bill Lerch [mailto:willie3pinner@comcast.net]  
**Sent:** Tuesday, March 16, 2010 9:52 PM  
**To:** Reid, Scott  
**Cc:** Andersen, Heide  
**Subject:** Letter of Intent

Hi Scott and Heidi,

I have been looking forward to applying to board of the BOSAC ever since I sat in on the Breckenridge Open Space Committee meeting in December. I enjoyed the process, the dialogue and the opportunities that the advisers have in contributing toward the future management and welfare of our open space.

I would be honored to have the opportunity to become a member of the Advisory Commission.

Thanks to running into Scott today at the Boreas Pass trailhead, I discovered the urgency of writing this email.

I look forward to hearing from you.

Bill Lerch



**TOWN OF BRECKENRIDGE TOWN COUNCIL AGENDA**  
**Tuesday, March 23, 2010 (Regular Meeting); 7:30 p.m.**

<b>I</b>	<b>CALL TO ORDER and ROLL CALL</b>	
<b>II</b>	<b>APPROVAL OF MINUTES – March 9, 2010</b>	Page 60
<b>III</b>	<b>APPROVAL OF AGENDA</b>	
<b>IV</b>	<b>COMMUNICATIONS TO COUNCIL</b>	
	A. Citizen’s Comment – (Non-Agenda Items ONLY; 3 minute limit please)	
<b>V</b>	<b>CONTINUED BUSINESS</b>	
	<b>A. SECOND READING OF COUNCIL BILL, SERIES 2010 - PUBLIC HEARINGS</b>	
	1. <b>Council Bill No. 6, Series 2010 - AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2003 EDITION, ADOPTED BY REFERENCE IN CHAPTER 1 OF TITLE 7 OF THE Breckenridge Town Code, BY ADOPTING PROVISIONS CONCERNING WIRELESS TELEPHONE PROHIBITIONS FOR DRIVERS</b>	Page 63
	2. <b>Council Bill No. 7, Series 2010 - AN ORDINANCE ADOPTING CHAPTER 21 OF TITLE 1 OF THE Breckenridge Town Code CONCERNING PROCEDURES FOR THE EXERCISE OF THE RIGHTS OF INITIATIVE AND REFERENDUM</b>	Page 67
<b>VI</b>	<b>NEW BUSINESS</b>	
	<b>A. FIRST READING OF COUNCIL BILL, SERIES 2010</b>	
	1. <b>Council Bill No. 8, Series 2010 - AN ORDINANCE AMENDING CHAPTER 11 OF TITLE 5 OF THE <u>BRECKENRIDGE TOWN CODE</u> CONCERNING MOUNTAIN PINE BEETLES AND BEETLE INFESTED TREES</b>	Page 79
	<b>B. RESOLUTIONS, SERIES 2010</b>	
	1. <b>A RESOLUTION APPROVING REAL ESTATE TRANSFER TAX ADMINISTRATIVE RULES</b>	Page 89
	<b>C. OTHER</b>	
	1. <b>AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL PROPERTY</b>	Page 100
<b>VII</b>	<b>PLANNING MATTERS</b>	
	A. Planning Commission Decisions of March 16, 2010	Page 2
	B. Town Council Representative Report (Mr. Rossi)	
<b>VIII</b>	<b>REPORT OF TOWN MANAGER AND STAFF*</b>	
<b>IX</b>	<b>REPORT OF MAYOR AND COUNCILMEMBERS*</b>	
	A. CAST/MMC (Mayor Warner)	
	B. Breckenridge Open Space Advisory Commission (Mr. Joyce)	
	C. BRC (Ms. McAtamney)	
	D. Summit Combined Housing Authority (Mr. Millisor)	
	E. Breckenridge Heritage Alliance (Mr. Bergeron)	
	F. Sustainability Committee (Mr. Millisor)	
<b>X</b>	<b>OTHER MATTERS</b>	
<b>XI</b>	<b>SCHEDULED MEETINGS</b>	Page 131
<b>XII</b>	<b>ADJOURNMENT</b>	

\*Report of Town Manager; Report of Mayor and Council Members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item

## **CALL TO ORDER and ROLL CALL**

Mayor Warner called the March 9, 2010 Town Council Meeting to order at 7:30 p.m. The following members answered roll call: Mr. Joyce, Ms. McAtamney, Mr. Mamula, Mr. Millisor, Mr. Ross, and Mayor Warner. Mr. Bergeron was absent.

## **APPROVAL OF MINUTES – February 23, 2010 Regular Meeting**

With no changes or corrections to the meeting minutes of February 23, Mayor Warner declared they would stand approved as submitted.

## **APPROVAL OF AGENDA**

Town Manager, Tim Gagen added an item under new business: First Reading of Council Bill, Series 2010, Number 2 - Council Bill No. 7, Series 2010.

## **COMMUNICATIONS TO COUNCIL**

### **A. Proclamation – March 7- 13, 2010 Girl Scout Week**

Mayor Warner discussed the different levels of girl scouts. Troop 659 was present. This year marks the 98<sup>th</sup> anniversary of Girl Scouts USA. The Mayor read the proclamation designating March 7 – 13, 2010 Girl Scout week for the Town of Breckenridge.

### **B. Proclamation – Earth Hour - March 27, 2010; 8:30 – 9:30 p.m.**

Patrick Paden, a junior at Summit High School presented the proclamation for Earth Hour. He spoke about turning off lights, and being cognizant of energy usage. A similar proclamation was signed by Silverthorne last year. Mr. Paden stated his focus is to educate people, and asked the citizens of Breckenridge to flick a light switch. Frisco is also signing the proclamation tonight, and Summit County signed earlier today.

The Mayor thanked Mr. Paden for coming. The mayor said he was happy to sign the proclamation and turned it to council comments.

The Mayor read the proclamation designating March 27, 2010 from 8:30 – 9:30 Earth Hour for the Town of Breckenridge.

### **C. Citizen's Comment - (Non-Agenda Items ONLY; 3 minute limit please)**

Gary Probst thanked Breckenridge for a great Recreation Center. Mr. Probst noted that Breckenridge has many nice amenities. Mr. Probst spoke on the importance of hiring locals for Town projects. Triangle Electric is his business. Mr. Probst shops and eats in Breckenridge. He noted that it makes a difference of 15% on a job when locals are hired because the tax money comes back to the Town when locals shop locally. When someone from Denver is hired, the money is spent in Denver and the tax money does not come back. He suggested that when the town is bidding out projects, they should look locally for contractors and ask contractors what defines them as a local. His own staff mostly lives and shops in Breck. He stated that hiring locally for projects such as Valley Brook would make a difference.

Jake Heeter with Colorado Mountain Club and Hidden Gems Wilderness Campaign spoke. They are continuing to work on a citizen's campaign to introduce legislation to congress to add on to existing, and add new, protected areas. Mr. Heeter spoke on the overall campaign and how it is now supported by 48 endorsing agencies, including outfitter groups, conservationist, and hunting and fishing groups. He addressed the council's letter to the Hidden Gems campaign to look into questions regarding fire council issues, beetle kill and watershed concerns regarding companion designations so to protect the land from oil and gas vehicles, mining and road building while leaving it open to activities such as mountain biking. The campaign is still working on a compromise, and is collaborating to adjust boundaries. The campaign has been out in the community talking about the project. The campaign is at a critical point in Breckenridge, where they have 244 names supporting Hidden Gems (10% of the town). He will continue to work on the detailed questions brought to them by town council.

Mr. Rossi had a question regarding the split in submission regarding different counties involved. Mr. Heeter responded that it is a political proposal, and they want to be able to protect the land, and are looking at ways to do that in the different counties. The four counties in the proposal are Eagle, Summit, Pitkin, and Gunnison, and two congressional districts.

Mayor said he appreciated the work, and the collaboration with the fire council.

Mike McCormack Summit Fat Tire Society spoke; working with Hidden Gems; feels that it is moving forward with companion designations; lands need to be protected; so does connectivity and community. The campaign is looking at ways to take the proposal and all the problems and issues, and to wrap them back into the companion designation, including watershed protection; wildfire prevention; etc. The campaign is taking a multi-faceted approach, and spoke about how the model works in Summit County because they are all talking about working to the same goal. Mr. McCormack gave credit to the different entities for taking time to talk it over.

**D. Breckenridge Resort Chamber**

John McMahon gave a recap of the 4<sup>th</sup> quarter results from the stimulus. Occupancy has been brought back up, and there is a good market share growth. Mr. McMahon spoke about growth in February and March, and that April looks good as well. The BRC is looking at long term marketing for the rest of the year. He also spoke about Easter, April 24<sup>th</sup> next year. Indicators show that Central Reservations is above what has been budgeted; events attendance as reported is also above the budgeted numbers. The BRC is looking into sustainable funding, and are standing by form information from the Town so they can work on a communication strategy.

Mr. Mamula commented on a local person talking about how the stimulus has helped his business.

Mayor Warner commented on the earlier public comment regarding building locally, as a criteria for future projects. He spoke about positive developments coming the Town's and communities' way. He said there will be a press release regarding these projects and local projects.

**CONTINUED BUSINESS**

**A. SECOND READING OF COUNCIL BILL, SERIES 2010 - PUBLIC HEARINGS**

**1. Council Bill No. 5, Series 2010- AN ORDINANCE AMENDING ORDINANCE NO. 9, SERIES 2009, BY EXTENDING THE SUNSET DATE FOR THE "TOWN OF BRECKENRIDGE OPEN HOUSE SIGN ORDINANCE"**

Tim Gagen summarized this council bill extending the sunset date for the open house sign ordinance for one year.

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

Mr. Mamula moved to approve Council Bill No. 5, Series 2010. Mr. Rossi seconded the motion. The motion passed 6-0.

**NEW BUSINESS**

**A. FIRST READING OF COUNCIL BILL, SERIES 2010**

**1. Council Bill No. 6, Series 2010 - AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2003 EDITION, ADOPTED BY REFERENCE IN CHAPTER 1 OF TITLE 7 OF THE Breckenridge Town Code, BY ADOPTING PROVISIONS CONCERNING WIRELESS TELEPHONE PROHIBITIONS FOR DRIVERS**

Mr. Gagen stated in 2009, this was put in place by the Colorado Legislature, restricting the use of cell phones for texting, for those under the age of 18. This ordinance is being put into the Town Code allowing violations to be written into the Breckenridge Municipal Court for expedient enforcement.

Mr. Mamula moved to approve Council Bill No. 6, Series 2010. Ms. McAtamney seconded the motion. The motion passed 6-0.

**2. Council Bill No. 7, Series 2010 - AN ORDINANCE ADOPTING CHAPTER 21 OF TITLE 1 OF THE BRECKENRIDGE TOWN CODE CONCERNING PROCEDURES FOR THE EXERCISE OF THE RIGHTS OF INITIATIVE AND REFERENDUM BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,**

Tim Gagen summarized the ordinance which would allow the Town Council to adopt the state law that is in place. This state law established procedures relating to adopting initiatives and referendums locally. If the charter amendment passes, this ordinance would become the procedure the town would follow.

The Mayor asked the council if there were any comments. There were no comments from the council members.

Mr. Mamula moved to approve Council Bill No. 7, Series 2010. Ms. McAtamney seconded the motion. The motion passed 6-0.

**B. RESOLUTIONS, SERIES 2010**

3. A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY (Jumbo Mill Site and Scott and Jason Lodes)

Mr. Gagen said in late 2009 the Town agreed to jointly purchase these properties with the County. The County closed the purchase through the County process. This action will to put in place the Town’s interest in this agreement based on the payments made to the County.

Mr. Rossi moved to approve Resolution Approving A Purchase And Sale Agreement. Mr. Millisor seconded the motion. The motion passed 6-0.

**C. OTHER**

There was no other new business discussed.

**PLANNING MATTERS**

**A. Planning Commission Decisions of March 2, 2010**

The Mayor stated the Planning Commission decisions were approved as presented.

**B. Town Council Representative Report (Mr. Rossi)**

Mr. Rossi attended the planning meeting. He stated his notes are indicative of the discussion. He reported that Mr. Kulick spoke about the \$1,000,000 energy grant. The Planning Commission believes it is a great project and fully supports it.

**REPORT OF TOWN MANAGER AND STAFF**

Town Manager, Tim Gagen mentioned a letter thanking and supporting the tourism allotment from the State of Colorado, and the follow up for the bench by the Bunchman property for the Sons of Norway Pocket Park.

**REPORT OF MAYOR AND COUNCILMEMBERS**

The report of mayor and council members was covered during the work session.

- A. CAST/MMC (Mayor Warner)**
- B. Breckenridge Open Space Advisory Commission (Mr. Joyce)**
- C. BRC (Ms. McAtamney)**
- D. Summit Combined Housing Authority (Mr. Millisor)**
- E. Breckenridge Heritage Alliance (Mr. Bergeron)**
- F. Sustainability Committee (Mr. Millisor)**

**OTHER MATTERS**

Council discussed dropping the speed limit from 20 to 15 in the Wellington Neighborhood.

Ms. McAtamney thanked Public Works for the excellent street cleaning yesterday.

Mayor Warner mentioned that the speed limit issue needs to be brought up to the Police Department for a study before a change can be made.

**SCHEDULED MEETINGS**

**ADJOURNMENT**

With no further business to discuss the meeting was adjourned at 8:15 p.m.

Submitted by Cathy Boland, Court Clerk.

ATTEST:

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Mary Jean Loufek, Town Clerk

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John Warner, Mayor

**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Council Bill No. 6 (Cell Phone/Texting Ordinance)  
DATE: March 15, 2010 (for March 23<sup>rd</sup> meeting)

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The second reading of the ordinance amending the Town's Traffic Code to incorporate the new state law dealing with cell phone usage and texting is scheduled for your meeting on March 23rd. 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 – MARCH 23*

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

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

7  
8 COUNCIL BILL NO. 6

9  
10 Series 2010

11  
12 AN ORDINANCE AMENDING THE MODEL TRAFFIC CODE FOR COLORADO, 2003  
13 EDITION, ADOPTED BY REFERENCE IN CHAPTER 1 OF TITLE 7 OF THE  
14 BRECKENRIDGE TOWN CODE, BY ADOPTING PROVISIONS CONCERNING  
15 WIRELESS TELEPHONE PROHIBITIONS FOR DRIVERS

16  
17 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
18 COLORADO:

19  
20 Section 1. Section G.3 of Section 7-1-2 of the Breckenridge Town Code is hereby  
21 amended so as to read in its entirety as follows:

22  
23 G.3 Article I is hereby amended by the addition of a new section 239 which shall  
24 read in its entirety as follows:

25  
26 **239. Misuse of a wireless telephone - definitions.** (1) As used in this section,  
27 unless the context otherwise requires:

28 (a) "Emergency" means a situation in which a person:

29 (I) Has reason to fear for such person's life or safety or believes that  
30 a criminal act may be perpetrated against such person or another person,  
31 requiring the use of a ~~mobile communication device~~ wireless telephone  
32 while the car is moving; or

33 (II) Reports a fire, a traffic accident in which one or more injuries  
34 are apparent, a serious road hazard, a medical or hazardous materials  
35 emergency, or a person who is driving in a reckless, careless, or otherwise  
36 unsafe manner.

37 (b) ~~"Mobile communication device" means a cellular telephone or~~  
38 ~~other device that enables a person in a motor vehicle to transmit and receive~~  
39 ~~audio signals to and from a person or audio recording device located outside~~  
40 ~~the motor vehicle.~~ "Operating a Motor Vehicle" means driving a  
41 motor vehicle on a public highway, but "operating a motor vehicle" shall not  
42 mean maintaining the instruments of control while the motor vehicle is at  
43 rest in a shoulder lane or lawfully parked.



1 (c) "Use" means talking on or listening to a wireless telephone or engaging  
2 the wireless telephone for text messaging or other similar forms of manual  
3 data entry or transmission.

4 (d) "Wireless Telephone" means a telephone that operates without a  
5 physical, wireline connection to the provider's equipment. the term includes,  
6 without limitation, cellular and mobile telephones.

7 (2) ~~No~~ A person who holds a temporary instruction permit or a minor's instruction  
8 permit pursuant to section 42-2-106 under eighteen years of age shall not use a  
9 mobile communication device wireless telephone while operating a motor  
10 vehicle. This section shall not apply to a person who is using the mobile  
11 communication device:

12 (a) To contact a public safety entity;

13 (b) While the vehicle is lawfully parked; or

14 (c) During an emergency.

15 (3) A person eighteen years of age or older shall not use a wireless telephone  
16 for the purpose of engaging in text messaging or other similar forms of  
17 manual data entry or transmission while operating a motor vehicle.

18 (4) Subsection (2) or (3) of this section shall not apply to a person who is  
19 using the wireless telephone:

20 (a) to contact a public safety entity; or

21 (b) during an emergency.

22 (3) ~~(5)~~ (a) An operator of a motor vehicle shall not be cited for a violation of  
23 subsection (2) of this section unless ~~such operator was stopped by the operator~~  
24 was under eighteen years of age and a law enforcement officer ~~for an alleged~~  
25 violation of articles 1 to 4 of this title other than a violation of this section saw the  
26 operator use, as defined in paragraph (c) of subsection (1) of this section, a  
27 wireless telephone.

28 (b) An operator of a motor vehicle shall not be cited for a violation of  
29 subsection (3) of this section unless the operator was eighteen years of age or  
30 older and a law enforcement officer saw the operator use a wireless telephone  
31 for the purpose of engaging in text messaging or other similar forms of  
32 manual data entry or transmission.

33 (6) The provisions of this section shall not be construed to authorize the  
34 seizure and forfeiture of a wireless telephone, unless otherwise provided by  
35 law.

36 (7) This section does not restrict operation of an amateur radio station by a  
37 person who holds a valid amateur radio operator license issued by the federal  
38 communications commission.

39  
40 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the  
41 various secondary codes adopted by reference therein, shall continue in full force and effect.

42  
43 Section 3. The Town Council hereby finds, determines and declares that this ordinance is  
44 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
45 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
46 thereof.

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

Section 5. This ordinance shall be published and shall 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 \_\_\_\_ day of \_\_\_\_\_, 2010. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2010, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By \_\_\_\_\_  
John G. Warner, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

**MEMO**

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 7 (Initiative and Referendum Procedures Ordinance)

DATE: March 15, 2010 (for March 23<sup>rd</sup> meeting)

---

The second reading of the Initiative and Referendum Procedures Ordinance is scheduled for your meeting on March 23<sup>rd</sup>. 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 – MARCH 23**

2  
3 **NO CHANGE FROM FIRST READING**

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

7  
8 COUNCIL BILL NO. 7

9  
10 Series 2010

11  
12 AN ORDINANCE ADOPTING CHAPTER 21 OF TITLE 1 OF THE BRECKENRIDGE  
13 TOWN CODE CONCERNING PROCEDURES FOR THE EXERCISE OF THE RIGHTS OF  
14 INITIATIVE AND REFERENDUM

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

18  
19 Section 1. The Breckenridge Town Code is amended by the addition of a new Chapter  
20 21 of Title 1, to be entitled “Initiative and Referendum Procedures”, which shall read in its  
21 entirety as follows:

22  
23 **CHAPTER 21**

24  
25 **INITIATIVE AND REFERENDUM PROCEDURES**

26  
27 **SECTION:**

28  
29 **1-21-1: AUTHORITY**

30 **1-21-2: PURPOSE; INTERPRETATION**

31 **1-21-3: DEFINITIONS**

32 **1-21-4: COMPUTATION OF TIME**

33 **1-21-5: ORDINANCES–INITIATIVE–CONFLICTING MEASURES**

34 **1-21-6: ORDINANCES–WHEN EFFECTIVE–REFERENDUM**

35 **1-21-7: FORM OF PETITION SECTIONS**

36 **1-21-8: CIRCULATOR–REQUIREMENTS**

37 **1-21-9: SIGNATURES**

38 **1-21-10: SIGNATURE VERIFICATION–STATEMENT OF SUFFICIENCY**

39 **1-21-11: PROTEST**

40 **1-21-12: INITIATIVE AND REFERENDA, AND REFERRED MEASURES–BALLOT**

41 **TITLES**

42 **1-21-13: RECEIVING MONEY TO CIRCULATE PETITIONS–FILING**

43 **1-21-14: RETENTION OF PETITIONS**

1 **1-21-15: POWERS OF TOWN CLERK AND DEPUTY**

2 **1-21-16: UNLAWFUL ACTS-PENALTY**

3 **1-21-17: TAMPERING WITH INITIATIVE OR REFERENDUM PETITION**

4  
5 **1-21-1: AUTHORITY: This Chapter is adopted pursuant to the authority granted to the**  
6 **Town Council by Section 6.2 of the Breckenridge Town Charter.**

7  
8 **1-21-2: PURPOSE; INTERPRETATION: This Chapter sets forth the procedures for**  
9 **exercising the initiative and referendum powers reserved to the Town’s electors in**  
10 **Subsection (9) of Section 1 of Chapter V of the Colorado Constitution and Article VI of the**  
11 **Breckenridge Town Charter. The intent of this Chapter is not to limit or abridge in any**  
12 **manner these powers, but rather to properly safeguard, protect, and preserve inviolate for**  
13 **Town electors these modern instrumentalities of democratic government. If any part of this**  
14 **Chapter conflicts with the Breckenridge Town Charter, the provisions of the Breckenridge**  
15 **Town Charter shall control.**

16  
17 **1-21-3: DEFINITIONS: As used in this Chapter, unless the context otherwise requires:**  
18

**BALLOT TITLE:** **The language that is printed on the ballot that is comprised of the submission clause and the title.**

**CHARTER:** **The Breckenridge Town Charter, as amended from time to time.**

**FINAL DETERMINATION OF PETITION SUFFICIENCY:** **The date following passage of the period of time within which a protest must be filed pursuant to Section 1-21-11 or the date on which any protest filed pursuant to Section 1-21-11 results in a finding of sufficiency, whichever is later.**

**PETITION SECTION:** **The stapled or otherwise bound package of documents described in Section 1-21-7.**

**REGISTERED ELECTOR:** **A “registered elector” as defined in Section 15.12(d) of the Charter.**

**SUBMISSION CLAUSE:** **The language that is attached to the title to form a question that can be answered by “yes” or “no”.**

**TITLE:** **A brief statement that fairly and accurately represents the true intent and meaning of**

the proposed initiative, referendum, or referred measure.

1  
2 **1-21-4: COMPUTATION OF TIME: Except as otherwise provided in this Chapter,**  
3 **calendar days shall be used in all computations of time made under the provisions of this**  
4 **Chapter. In computing time for any act to be done before any Town election, the first day**  
5 **shall be included, and the last or election day shall be excluded. Except when computing**  
6 **business days, Saturdays, Sundays, and legal holidays shall be included, but, if the time for**  
7 **any act to be done or the last day of any period is a Saturday, Sunday, or a legal holiday,**  
8 **the period is extended to include the next day that is not a Saturday, Sunday, or legal**  
9 **holiday. If the time for an act to be done under this Chapter is referred to in business days,**  
10 **the time shall be computed by excluding Saturdays, Sundays, and legal holidays.**

11  
12 **1-21-5: ORDINANCES-INITIATIVE-CONFLICTING MEASURES:**

13  
14 A. **Any proposed ordinance may be submitted to the Town Council by filing written**  
15 **notice of the proposed ordinance with the Town Clerk and, within one hundred eighty days**  
16 **after approval of the petition pursuant to Section 1-21-7(A), by filing a petition signed by at**  
17 **least fifteen percent of the of the total number of electors registered to vote at the last**  
18 **municipal election. The proposed ordinance may be adopted without alteration by the**  
19 **Town Council within twenty days following the final determination of petition sufficiency.**  
20 **If the proposed ordinance is not adopted by the Town Council, the Town Council shall**  
21 **forthwith publish the proposed ordinance as other ordinances are published and shall refer**  
22 **the proposed ordinance, in the form petitioned for, to the registered electors of the Town at**  
23 **a regular or special election held not less than sixty days and not more that one hundred**  
24 **fifty days after the final determination of petition sufficiency, unless otherwise required by**  
25 **the Colorado Constitution. The ordinance shall not take effect unless a majority of the**  
26 **registered electors voting on the measure at the election vote in favor of the measure.**

27  
28 B. **Alternative ordinances may be submitted at the same election, and, if two or**  
29 **more conflicting measures are approved by the people, the one that receives the greatest**  
30 **number of affirmative votes shall be adopted in all particulars as to which there is a**  
31 **conflict.**

32  
33 **1-21-6: ORDINANCES-WHEN EFFECTIVE-REFERENDUM:**

34  
35 A. **The effective dates of Town ordinances shall be as provided in Section 5.9 of the**  
36 **Charter.**

37  
38 B. **Within thirty days after final publication of the ordinance, a referendum petition**  
39 **protesting against the effect of the ordinance or any part thereof may be filed with the**  
40 **Town Clerk; provided, however, that the right of referendum shall not extend to an**  
41 **ordinance appropriating revenues, an ordinance calling for a special election, an ordinance**  
42 **authorizing municipal borrowing requiring an election pursuant to Article XI of the**

1 Charter, and an emergency ordinance adopted pursuant to Section 5.11 of the Charter.  
2 The petition must be signed during the thirty-day period by at least ten percent of the total  
3 number of electors registered to vote at the last municipal election.

4  
5 C. If a referendum petition is filed, the ordinance or part thereof protested against  
6 shall not take effect, and, upon a final determination of petition sufficiency, the Town  
7 Council shall promptly reconsider the ordinance. If the petition is declared not sufficient by  
8 the Town Clerk or found not sufficient in a protest, the ordinance shall forthwith take  
9 effect, unless otherwise provided therein.

10  
11 D. If, upon reconsideration, the ordinance or part thereof protested is not repealed,  
12 the Town Council shall submit the measure to a vote of the registered electors at a regular  
13 or special election held not less than sixty days and not more than one hundred fifty days  
14 after the final determination of petition sufficiency, unless otherwise required by the state  
15 constitution. The ordinance or part thereof shall not take effect unless a majority of the  
16 registered electors voting on the measure at the election vote in favor of the measure.

17  
18 1-21-7: FORM OF PETITION SECTIONS:

19  
20 A. Each petition section shall be printed in a form consistent with the requirements  
21 of this Chapter. No petition section shall be printed or circulated unless the form and the  
22 first printer's proof of the petition section have first been approved by the Town Clerk. The  
23 Town Clerk shall approve or reject the form and the first printer's proof of the petition no  
24 later than five business days following the date on which the Town Clerk received such  
25 material. The Town Clerk shall assure that the petition section contains only those elements  
26 required by this Chapter and contains no extraneous material. The Town Clerk may reject  
27 a petition or a section of a petition on the grounds that the petition or a section of the  
28 petition does not propose municipal legislation pursuant to Subsection (9) of Section 1 of  
29 Chapter V of the Colorado Constitution.

30  
31 B. Each petition section shall designate by name and mailing address two persons  
32 who shall represent the proponents thereof in all matters affecting the petition and to  
33 whom all notices or information concerning the petition shall be mailed.

34  
35 C. (1) At the top of each page of every initiative or referendum petition section, the  
36 following shall be printed, in a form as prescribed by the Town Clerk:

37  
38 “WARNING:

39  
40 IT IS AGAINST THE LAW:

41  
42 For anyone to sign any initiative or referendum petition with any name other than his or  
43 her own or to knowingly sign his or her name more than once for the same measure or to  
44 knowingly sign a petition when not a registered elector who is eligible to vote on the

1 measure.

2  
3 **DO NOT SIGN THIS PETITION UNLESS YOU ARE A**

4  
5 **REGISTERED ELECTOR**  
6 **AND ELIGIBLE TO VOTE ON THIS MEASURE.**

7  
8 **TO BE A REGISTERED ELECTOR,**

9  
10 **YOU MUST BE A CITIZEN OF COLORADO**  
11 **AND REGISTERED TO VOTE.**

12  
13 **Do not sign this petition unless you have read or have had read to you the proposed**  
14 **initiative or referred measure or the summary in its entirety and understand its meaning.”**

15  
16 **(2) A summary of the proposed initiative or ordinance that is the subject of a**  
17 **referendum petition shall be printed following the warning on each page of a petition**  
18 **section. The summary shall be true and impartial and shall not be an argument, or likely to**  
19 **create prejudice, either for or against the measure. The summary shall be prepared by the**  
20 **Town Clerk.**

21  
22 **(3) The full text of the proposed initiated measure or ordinance that is the subject of**  
23 **a referendum petition shall be printed following the summary on the first page or pages of**  
24 **the petition section that precede the signature page. Notwithstanding the requirement of**  
25 **paragraph (1) of this subsection (c), if the text of the proposed initiated measure or**  
26 **ordinance requires more than one page of a petition section, the warning and summary**  
27 **need not appear at the top of other than the initial text page.**

28  
29 **(4) The signature pages shall consist of the warning and the summary, followed by**  
30 **ruled lines numbered consecutively for registered electors' signatures. If a petition section**  
31 **contains multiple signature pages, all signature lines shall be numbered consecutively, from**  
32 **the first signature page through the last. The signature pages shall follow the page or pages**  
33 **on which the full text of the proposed initiated measure or ordinance that is the subject of**  
34 **the referendum petition is printed.**

35  
36 **(5)(a) Following the signature pages of each petition section, there shall be attached**  
37 **a signed, notarized, and dated affidavit executed by the person who circulated the petition**  
38 **section, which shall include the following:**

39  
40 **(I) The affiant's printed name, the address at which the affiant resides, including the**  
41 **street name and number, the city or town, the county, and the date the affiant signed the**  
42 **affidavit;**

43  
44 **(II) That the affiant has read and understands the laws governing the circulation of**



1 petition;  
2

3 (III) That the affiant was eighteen years of age or older at the time the section of the  
4 petition was circulated and signed by the listed electors;

5  
6 (IV) That the affiant circulated the section of the petition;  
7

8 (V) That each signature thereon was affixed in the affiant's presence;  
9

10 (VI) That each signature thereon is the signature of the person whose name it  
11 purports to be;  
12

13 (VII) That, to the best of the affiant's knowledge and belief, each of the persons  
14 signing the petition section was, at the time of signing, a registered elector; and  
15

16 (VII) That the affiant has not paid or will not in the future pay and that the affiant  
17 believes that no other person has paid or will pay, directly or indirectly, any money or  
18 other thing of value to any signer for the purpose of inducing or causing such signer to affix  
19 the signer's signature to the petition.  
20

21 (b) The Town Clerk shall not accept for filing any section of a petition that does not  
22 have attached thereto the notarized affidavit required by subparagraph (A) of this  
23 paragraph (5). Any disassembly of a section of the petition that has the effect of separating  
24 the affidavit from the signature page or pages shall render that section of the petition  
25 invalid and of no force and effect.  
26

27 (c) Any signature added to a section of a petition after the affidavit has been  
28 executed shall be invalid.  
29

30 D. All sections of any petition shall be prenumbered serially.  
31

32 E. Any petition section that fails to conform to the requirements of this Chapter or  
33 that is circulated in a manner other than that permitted by this Chapter shall be invalid.  
34

35 1-21-8: CIRCULATORS–REQUIREMENTS: The circulation of any petition section  
36 other than personally by a circulator is prohibited. No section of a petition for any initiative  
37 or referendum measure shall be circulated by any person who is not at least eighteen years  
38 of age at the time the section is circulated.  
39

40 1-21-9: SIGNATURES: Any initiative or referendum petition shall be signed only by  
41 registered electors of the Town who are eligible to vote on the measure. Each registered  
42 elector shall sign his or her own signature and shall print his or her name, the address at  
43 which he or she resides, including the street number and name, the city or town, the  
44 county, and the date of signing. Each registered elector signing a petition shall be

1 encouraged by the circulator of the petition to sign the petition in ink. In the event a  
2 registered elector is physically disabled or is illiterate and wishes to sign the petition, the  
3 elector shall sign or make his or her mark in the space so provided. Any person, but not a  
4 circulator, may assist the disabled or illiterate elector in completing the remaining  
5 information required by this section. The person providing assistance shall sign his or her  
6 name and address and shall state that such assistance was given to the disabled or illiterate  
7 elector.

8  
9 **1-21-10: SIGNATURE VERIFICATION–STATEMENT OF SUFFICIENCY:**

10  
11 A. The Town Clerk shall inspect timely filed initiative or referendum petitions and  
12 the attached affidavits, and may do so by examining the information on signature lines for  
13 patent defects, by comparing the information on signature lines against a list of registered  
14 electors provided by the county, or by other reasonable means.

15  
16 B. After examining the petition, the Town Clerk shall issue a statement as to  
17 whether a sufficient number of valid signatures have been submitted. A copy of the  
18 statement shall be mailed to the persons designated as representing the petition proponents  
19 pursuant to Section 1-21-7(B).

20  
21 C. The statement of sufficiency or insufficiency shall be issued no later than thirty  
22 calendar days after the petition has been filed. If the Town Clerk fails to issue a statement  
23 within thirty calendar days, the petition shall be deemed sufficient.

24  
25 **1-21-11: PROTEST:**

26  
27 A. Within forty days after an initiative or referendum petition is filed, a protest in  
28 writing under oath may be filed in the office of the Town Clerk by any registered elector  
29 who resides in the Town, setting forth specifically the grounds for such protest. The  
30 grounds for protest may include, but shall not be limited to, the failure of any portion of a  
31 petition or circulator affidavit to meet the requirements of this Chapter. No signature may  
32 be challenged that is not identified in the protest by section and line number. The Town  
33 Clerk shall forthwith mail a copy of such protest to the persons designated as representing  
34 the petition proponents pursuant to Section 1-21-7(B) and to the protester, together with a  
35 notice fixing a time for hearing such protest that is not less than five or more than ten days  
36 after such notice is mailed.

37  
38 B. Every hearing shall be held before the Town Clerk with whom such protest is  
39 filed. The Town Clerk shall serve as hearing officer unless some other person is designated  
40 by the Town Council as the hearing officer, and the testimony in every such hearing shall  
41 be under oath. The hearing officer shall have the power to issue subpoenas and compel the  
42 attendance of witnesses. The hearing shall be summary and not subject to delay and shall  
43 be concluded within sixty days after the petition is filed. No later than five days after the  
44 conclusion of the hearing, the hearing officer shall issue a written determination of whether

1 the petition is sufficient or not sufficient. If the hearing officer determines that a petition is  
2 not sufficient, the officer shall identify those portions of the petition that are not sufficient  
3 and the reasons therefor. The result of the hearing shall be forthwith certified to the  
4 protester and to the persons designated as representing the petition proponents pursuant to  
5 Section 1-21-7(B). The determination as to petition sufficiency may be reviewed by the  
6 Summit County, Colorado District Court upon application of the protester, the persons  
7 designated as representing the petition proponents pursuant to Section 1-21-7(B), or the  
8 Town, but such review shall be had and determined forthwith.

9  
10 1-21-12: INITIATIVE AND REFERENDA, AND REFERRED MEASURES–BALLOT  
11 TITLES:

12  
13 A. After an election has been ordered pursuant to Section 1-21-5 or Section 1-21-6,  
14 the Town Council shall promptly fix a ballot title for each initiative or referendum.

15  
16 B. The Town Council may, without receipt of any petition, submit any proposed or  
17 adopted ordinance or any question to a vote of the registered electors of the Town. The  
18 Town Council shall fix a ballot title for the referred measure.

19  
20 C. In fixing the ballot title, the Town Council shall consider the public confusion  
21 that might be caused by misleading titles and shall, whenever practicable, avoid titles for  
22 which the general understanding of the effect of a “yes” or “no” vote would be unclear. The  
23 ballot title shall not conflict with those titles selected for any other measure that will appear  
24 on the municipal ballot in the same election. The ballot title shall correctly and fairly  
25 express the true intent and meaning of the measure.

26  
27 D. Any registered elector may file a protest concerning a ballot title by filing a  
28 written protest with the Town Clerk within five days after the ballot title has been set by  
29 the Town Council. No protest shall be considered that is not received by the Town Clerk  
30 within such five day period. The protest shall describe with particularity the basis for the  
31 protest. The Town Council shall hear and determine the protest at its next regular meeting  
32 after the protest is filed. The protesting party shall be forthwith notified of the Town  
33 Council’s determination of the protest. The Town Council’s determination of a protest may  
34 be reviewed by the Summit County, Colorado District Court upon application of the  
35 registered elector who filed the protest, but such review shall be had and determined  
36 forthwith.

37  
38 1-21-13: RECEIVING MONEY TO CIRCULATE PETITIONS–FILING: The  
39 proponents of the petition shall file with the Town Clerk a report disclosing the amount  
40 paid per signature and the total amount paid to each circulator. The filing shall be made at  
41 the same time the petition is filed with the Town Clerk. Any payment made to circulators is  
42 an expenditure under Chapter 45 of Title 1, C.R.S.

43  
44 1-21-14: RETENTION OF PETITIONS: After a period of three years from the time of

1 submission of the petitions to the Town Clerk, if it is determined that the retention of the  
2 petitions is no longer necessary, the Town Clerk may destroy the petitions.

3  
4 **1-21-15: POWERS OF TOWN CLERK AND DEPUTY:**

5  
6 A. Except as otherwise provided in this Chapter, the Town Clerk shall render all  
7 interpretations and shall make all initial decisions as to controversies or other matters  
8 arising in the operation of this Chapter.

9  
10 B. All powers and authority granted to the Town Clerk by this Chapter may be  
11 exercised by a deputy Town Clerk in the absence of the Town Clerk or in the event the  
12 Town Clerk for any reason is unable to perform the duties of the Town Clerk's office.

13  
14 **1-21-16: UNLAWFUL ACTS-PENALTY:**

15  
16 A. It is unlawful:

17  
18 (1) For any person willfully and knowingly to circulate or cause to be circulated or  
19 sign or procure to be signed any petition bearing the name, device, or motto of any person,  
20 organization, association, league, or political party, or purporting in any way to be  
21 endorsed, approved, or submitted by any person, organization, association, league, or  
22 political party, without the written consent, approval, and authorization of the person,  
23 organization, association, league, or political party;

24  
25 (2) For any person to sign any name other than his or her own name to any petition  
26 or knowingly to sign his or her name more than once for the same measure at one election;

27  
28 (3) For any person knowingly to sign any petition relating to an initiative or  
29 referendum in a municipality who is not a registered elector of that municipality at the  
30 time of signing the petition;

31  
32 (4) For any person to sign any affidavit as circulator without knowing or reasonably  
33 believing the statements made in the affidavit to be true;

34  
35 (5) For any person to certify that an affidavit attached to a petition was subscribed  
36 or sworn to before him or her unless it was so subscribed and sworn to before him or her  
37 and unless the person so certifying is duly qualified under the laws of this state to  
38 administer an oath;

39  
40 (6) For any officer or person to do willfully, or with another or others conspire, or  
41 agree, or confederate to do, any act that hinders, delays, or in any way interferes with the  
42 calling, holding, or conducting of any election permitted under the initiative and  
43 referendum powers reserved by the people in section 1 of article V of the state constitution  
44 and provided for in Article VI of the Charter, or with the registering of electors therefor;

1  
2 (7) For any officer to do willfully any act that shall confuse or tend to confuse the  
3 issues submitted or proposed to be submitted at any election or refuse to submit any  
4 petition in the form presented for submission at any election;

5  
6 (8) For any officer or person to violate willfully any provision of this Chapter.

7  
8 B. Any person, upon conviction of a violation of any provision of this section, shall  
9 be punished by a fine of not more than five hundred dollars, or by imprisonment for not  
10 more than one day less than one year in the county jail, or by both such fine and  
11 imprisonment.

12  
13 1-21-17: TAMPERING WITH INITIATIVE OR REFERENDUM PETITION:

14  
15 A. (1) It is unlawful for any person to:

16  
17 (1) Willfully destroy, deface, mutilate, or suppress any initiative or referendum  
18 petition;

19  
20 (2) Willfully neglect to file or delay the delivery of the initiative or referendum  
21 petition;

22  
23 (3) Conceal or remove any initiative or referendum petition from the possession of  
24 the person authorized by law to have custody of the petition;

25  
26 (4) Add, amend, alter, or in any way change the information on the petition as  
27 provided by the elector; or

28  
29 (5) Aid, counsel, procure, or assist any person in doing any of such acts.

30  
31 B. Any person, upon conviction of a violation of any provision of this section shall  
32 be punished as provided in Chapter 4 of Title 1 of this Code.

33  
34 C. This section shall not preclude a circulator from striking a complete line on the  
35 petition if the circulator believes the line to be invalid.

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

39  
40 Section 3. The Town Council hereby finds, determines and declares that it has the power  
41 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Chapter  
42 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
43

1           Section 4. This ordinance shall be published as provided by Section 5.9 of the  
2 Breckenridge Town Charter. It shall become effective only if ballot Question “A”, concerning  
3 the citizens’ rights of initiative and referendum, is passed by the voters at the regular Town  
4 election to be held April 6, 2010. If such ballot question is passed by the voters, this ordinance  
5 shall become effective April 7, 2010. If such ballot question shall not be passed by the voters,  
6 this ordinance shall be null, void and of no force or effect.  
7

8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED  
9 IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2010. A Public Hearing shall be held at the regular meeting of  
10 the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of \_\_\_\_\_, 2010, at 7:30  
11 P.M., or as soon thereafter as possible in the Municipal Building of the Town.  
12

13   TOWN OF BRECKENRIDGE, a Colorado  
14   municipal corporation  
15

16  
17  
18   By \_\_\_\_\_  
19   John G. Warner, Mayor  
20

21 ATTEST:  
22

23  
24  
25   \_\_\_\_\_  
26   Mary Jean Loufek, CMC,  
27   Town Clerk  
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# Memorandum

**To:** Town Council

**From:** Jennifer Cram, Planner III

**Date:** 03/17/2010

**Re:** Mountain Pine Beetle Ordinance and Program Updates

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On March 9<sup>th</sup> staff shared with the Council the consensus points and recommendations from the Fire Wise Task Force. One of the recommendations from the Task Force was to update the existing Mountain Pine Beetle Ordinance to require annual removal of dead and infested trees. The Council was supportive of this recommendation and also understood that the enforcement of this ordinance would be handled on a complaint basis to make it manageable with existing staff resources.

Attached to this memo is a copy of the amendments to the Mountain Pine Beetle Ordinance, Chapter 11, Title 5 of the Breckenridge Town Code. We would like to walk the Council through the proposed amendments during the worksession on March 23<sup>rd</sup>. If the Council is comfortable with the proposed amendments, we have also scheduled them for a First Reading later that evening under New Business.

## **Amendments**

### Section 1. 5-11-3

- A. We restructured this section to note in the beginning that each property owner is required to have their property inspected for MPB infected trees.
- B. We changed the date by which all dead and infested trees shall be properly removed to July 15<sup>th</sup>. This date was selected based on the dates that several of the HOA's are asking their property owners to have trees cut by. (Shock Hill – June 30<sup>th</sup>, Lincoln Highlands 1-5 – July 1<sup>st</sup> and Highlands Park – August 1<sup>st</sup>).

## Section 2. 5-11-7

- A. This section was updated to clarify the process for determining that a property owner has not complied with the annual date of July 15<sup>th</sup> and how they shall be notified.
- B. 3. The notice shall advise the property owner that they have until September 15<sup>th</sup> to remove all dead and infested trees.
- C. If the property owner disputes the claim that there are one or more dead or infested trees and the property owner and Director are not able to resolve the dispute pursuant to Section 5-11-8 the Director may file a summons and complaint in the Municipal Court against the property owner or take other appropriate action.

## Section 3. 5-11-8

- A. If the property owner fails to comply with the Director's notice the Town will have the authority to provide for the removal by obtaining and acting on an abatement order.
- J. Language was added to discuss the proceedings being civil in nature and that the remedy for a violation is not exclusive to this Chapter. A summons and complaint may be filed in Municipal Court.

## Section 4. 5-11-9

Language was clarified regarding requirements for staff inspections prior to removing dead and infested trees, if the property owner is doing the work themselves and that no Class D permit is required for approved contractors to remove dead and infested trees. This section also notes that the removal of all other trees does require a Class D permit.

## Section 5. 5-11-12

- A. and B. Language was clarified regarding how Town owned property and Town-owned Open Space parcels will be treated.

Subsequently, all Town owned properties such as Public Works, the Golf Course, BOEC, etc. will continue to have dead and infested trees removed on an annual basis and all Town-owned Open Space parcels will be treated according to the "Mountain Pine Beetle Hazard Analysis for Town of Breckenridge Open Space Parcels" plan.



Section 6. 5-11-17

A Violations and Penalties section was added.

### **Staff Resources**

We believe that we can successfully administer the Mountain Pine Beetle Program with existing staff resources so long as the Council and the public understand that the program will be enforced on a complaint basis rather than systematically. This is how many of our current ordinances are enforced.

We believe that staff will be busy the end of July following up on complaints and then again the end of September following up to make sure trees are finally removed. Staff also receives intermittent questions about the program and we will do our best to educate up front via HOA meetings, newspaper, television, and regular updates to our website.

It should be noted that staff will not be providing free inspections up front. However, if a property owner would like a second opinion on what a contractor has marked, we will be available to go out in the field and provide a second opinion.

### **Program Administration**

Once a complaint has been received, staff will go out in the field and see if the complaint can be verified from the public right of way. If this is not possible, staff will proceed with obtaining an inspection warrant from the Municipal Judge.

Once the complaint has been verified, staff will provide the property owner with written verification that a violation exists and notify them that they have until September 15<sup>th</sup> to remove the dead and infested trees, or provide a plan that is acceptable by the Director for removal by another date.

If a property owner does not remove the dead and infested trees by September 15<sup>th</sup> or the date agreed to by the Director then the violation will be turned over to the Municipal Court.

The Municipal Court has two means by which to enforce the ordinance, Civil and Criminal. Civil enforcement may include having the trees removed by the Town and charging the property owner double what it costs for the Town

to remove the trees. Criminal enforcement may include fines, imprisonment or both.

Staff will be available during the worksession to walk through the proposed amendments and administration with the Council and answer any questions.

1 *FOR WORKSESSION/FIRST READING – MARCH 23*

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

5  
6 COUNCIL BILL NO. \_\_\_\_

7  
8 Series 2010

9  
10 AN ORDINANCE AMENDING CHAPTER 11 OF TITLE 5 OF THE BRECKENRIDGE  
11 TOWN CODE CONCERNING MOUNTAIN PINE BEETLES AND BEETLE INFESTED  
12 TREES

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

16  
17 Section 1. Section 5-11-3 of the Breckenridge Town Code is amended to read in its  
18 entirety as follows:

19 5-11-3: ANNUAL INSPECTION AND REMOVAL OF LANDOWNER TO  
20 ~~—REMOVE BEETLE INFESTED TREES; INITIAL DEADLINE; ANNUAL~~  
21 ~~—INSPECTION AND REMOVAL~~

22  
23 A. Each landowner shall annually inspect the landowner's property to  
24 determine if trees on the property have become infested with mountain pine  
25 beetle.

26  
27 A. ~~Each landowner has a duty to cut down and remove all beetle infested trees from~~  
28 ~~the landowner's property, and to assure that any trees on the landowner's property~~  
29 ~~that subsequently become infested with the mountain pine beetle are cut down and~~  
30 ~~removed on an annual basis, all in accordance with the time limitations and~~  
31 ~~requirements of this section.~~

32  
33 B. Not later than ~~June 1, 2012~~ July 15<sup>th</sup> of each year; each landowner shall cut  
34 down and remove all beetle infested trees from the landowner's property. Upon  
35 request made prior to ~~June 1, 2012~~ July 15<sup>th</sup> of any year, and for good cause  
36 shown, the Director may extend the ~~June 1, 2012~~ deadline for a specific parcel of  
37 real property by a maximum of ~~two~~ one years.

38  
39 C. ~~Commencing June 1, 2012, or the date to which compliance with subsection B of~~  
40 ~~this section has been extended by the Director, whichever occurs first, each~~  
41 ~~landowner shall annually inspect the landowner's property to determine if~~  
42 ~~additional trees have become infested with mountain pine beetle. If additional~~  
43 ~~trees are found to be infested with mountain pine beetle, the landowner shall cut~~  
44 ~~down and remove such newly infested trees by September 1st of such year.~~

1           Section 2. Section 5-11-7 of the Breckenridge Town Code is amended to read in its  
2 entirety as follows:

3           A.     ~~On and after June 1, 2012, or the date to which compliance with subsection B of~~  
4 ~~this section has been extended by the Director pursuant to section 5-11-3(B),~~  
5 ~~whichever first occurs, if~~ the Director determines that a landowner has not  
6 complied with the requirements of section 5-11-3, the Director shall notify the  
7 landowner. Such notice shall be given either by certified mail or personal delivery.  
8

9           B.     The notice shall:

- 10
- 11           1.     advise the landowner that the Director believes that the landowner has not
  - 12           2.     advise the landowner of Town-approved methods for the removal and
  - 13           3.     advise the landowner that all trees infested with mountain pine beetle must be
  - 14                    removed from the property ~~within 10 days following receipt of the notice by~~  
15                    ~~September 15<sup>th</sup> of the year in which the notice is given,~~ or that an acceptable  
16                    plan and schedule for removal of the beetle infested trees must be submitted to  
17                    the Director ~~within such 10 day period~~ by such date.  
18

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21

22           C.     If the landowner disputes that the property contains one or more trees infested with  
23 mountain pine beetle, the landowner shall notify the Director of such dispute within  
24 10 days of receipt of the Director's notice. If a timely notice of dispute is given, the  
25 Town shall not file an application for an abatement order until the Director has met  
26 with the disputing party in an effort to resolve the dispute. If the Director meets with  
27 the disputing party and is unable to resolve the dispute, the Town may file an  
28 application for an abatement order pursuant to section 5-11-8, file a summons and  
29 complaint against the alleged violator in the Municipal Court, or take other  
30 appropriate action to enforce the provisions of this Chapter.  
31

32           Section 3. Section 5-11-8 of the Breckenridge Town Code is amended to read in its  
33 entirety as follows:

34           5-11-8: ABATEMENT ORDER:

35

36           A.     In the event the landowner fails to comply with the Director's notice as described in  
37 Section 5-11-7 ~~by removing the beetle infested trees or submitting an acceptable~~  
38 ~~schedule for such removal within the applicable 10 day period time described in~~  
39 ~~Section 5-11-7,~~ the Town has the authority to provide for and complete the removal  
40 by obtaining and acting on an abatement order.  
41

42           B.     Upon the expiration of the period of notice, or at any time thereafter if the required  
43 action has not taken place, the Town may apply to the municipal court for an  
44 abatement order.  
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- C. An application for an abatement order shall be accompanied by an affidavit affirming that:
  - 1. the Director has determined that the subject property has one or more trees infested with mountain pine beetle;
  - 2. the Director has complied with the notice requirements of Section 5-11-7;
  - 3. the landowner has not disputed the Director’s determination that the subject property has one or more trees infested with mountain pine beetle; or that the owner has disputed the Director’s determination and that the parties have met without being able to resolve the dispute; and
  - 4. the landowner has failed to either remove the beetle infested trees or to submit an acceptable plan and schedule for removal of the beetle infested trees within the required time.
  
- D. The Town shall give notice to the landowner of the property of its application for an abatement order either by certified mail or by personal service of the notice.
  
- E. The notice of application for an abatement order shall include a copy of the Town’s application and its affidavit in support thereof, as well as the date, time, and place at which the Town will appear before the Municipal Court to request entry of the abatement order.
  
- F. At the stated time, date, and place, the municipal court judge shall review the Town’s application for an abatement order, the affidavit, any statement of the Town offered in support thereof, as well as any statement and evidence presented by the owner or occupant, if present.
  
- G. If the municipal judge determines that:
  - 1. the subject property has one or more trees infested with mountain pine beetle;
  - 2. the Director has complied with the notice requirements of Section 5-11-7; and
  - 3. the landowner has failed to either remove the beetle infested trees or to submit an acceptable plan and schedule for removal of the beetle infested trees within the required time,the municipal court judge is authorized to enter an order permitting the Town to enter upon the property, remove the beetle infested trees, and recover its costs as provided in subsection J of this section.
  
- H. In case of an emergency involving imminent danger to public health, safety or welfare, the Town may authorize immediate removal of any beetle infested tree without notice or abatement order.
  
- ~~I. The Town may pursue the remedies set forth in this section with or without filing a~~

1 complaint in the municipal court, at the Town's sole discretion.

2  
3 I.K. The landowner shall be assessed twice the whole cost of removal of the beetle  
4 infested trees from the property, including administrative fees. If all of the costs and  
5 charges incurred by the Town are not paid within 30 days of the date of the  
6 assessment, the unpaid costs shall be certified to the Summit Treasurer for collection  
7 in the same manner as real property taxes.

8  
9 J. Proceedings brought by the Town pursuant to this section are civil in nature  
10 and are not the exclusive remedy for a violation of this Chapter. Nothing in  
11 this Section shall preclude the filing of a summons and complaint in the  
12 Municipal Court against a person alleged to have violated any provision of this  
13 Chapter.

14  
15 Section 4. Section 5-11-9 of the Breckenridge Town Code is amended to read in its  
16 entirety as follows:

17 5-11-9: NO DEVELOPMENT PERMIT REQUIRED FOR REMOVAL OF  
18 BEETLE INFESTED TREE: No Development Permit shall be required to remove  
19 any beetle infested tree. However, if the landowner either: (i) contacts the  
20 Department of Community Development prior to the landowner beginning  
21 removal of a beetle infested tree the landowner shall have the property  
22 inspected by the Department of Community Development unless the  
23 landowner, or (ii) has contracteds for the removal of the beetle infested tree with  
24 a Town-approved tree removal contractor. A Class D development permit is  
25 required ~~if the landowner does not contact the Department of Community~~  
26 ~~Development prior to beginning removal of the beetle infested trees or if the~~  
27 ~~landowner contracts for the removal the beetle infested trees with a contractor~~  
28 ~~who is not a Town-approved tree removal contractor. If a Class D development~~  
29 ~~permit is required, the Director must mark all beetle infested trees prior to their~~  
30 ~~removal~~ for the removal of all trees other than beetle infested trees.

31  
32 Section 5. Section 5-11-12 of the Breckenridge Town Code is amended to read in its  
33 entirety as follows:

34 5-11-12: TOWN PROPERTY:

35  
36 A. Except for Town-owned open space parcels, the Town shall annually  
37 remove all beetle infested trees from Town-owned real property by ~~June 1, 2012~~  
38 July 15<sup>th</sup>. This deadline may be extended ~~by not more than two years~~ if budgetary  
39 constraints or site-specific constraints preclude compliance with the annual June  
40 1, 2012 deadline. Any extension of the ~~June 1, 2012~~ deadline shall be made by a  
41 nonemergency ordinance duly adopted by the Town Council.

42  
43 B. Town-owned open space parcels ~~will~~ shall be treated for mountain pine beetle  
44 based upon the recommendations of the "Mountain Pine Beetle Hazard Analysis  
45 for Town of Breckenridge Open Space Parcels" as amended from time to time,

1 on file with the Department of Community Development.

2  
3 Section 6. Chapter 11 of Title 5 of the Breckenridge Town Code is amended by the  
4 addition of a new Section 5-11-7, to be entitled “Violations and Penalties”, which shall read in its  
5 entirety as follows:

6 5-11-17: VIOLATIONS AND PENALTIES: Except for civil proceedings brought  
7 by the Town pursuant to Section 5-11-8, it is unlawful and a misdemeanor offense  
8 for any person to violate any provision of this Chapter. Every person convicted of a  
9 violation of any misdemeanor provision of this Chapter shall be punished as  
10 provided in Section 1-4-1 of this Code. The Town’s rights to enforce this Chapter are  
11 cumulative, and no action brought by the Town pursuant to Section 5-11-8 shall  
12 preclude the filing of a summons and complaint against a person alleged to have  
13 violated any provision of this Chapter or the commencement of other appropriate legal  
14 action to enforce the provisions of this Chapter.

15  
16 Section 7. Except as specifically amended hereby, the Breckenridge Town Code, and the  
17 various secondary codes adopted by reference therein, shall continue in full force and effect.

18 Section 8. The Town Council hereby finds, determines and declares that this ordinance is  
19 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and  
20 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants  
21 thereof.

22 Section 9. The Town Council hereby finds, determines and declares that it has the power  
23 to adopt this ordinance pursuant to the provisions of: (i) Section 31-15-103, C.R.S., (concerning  
24 municipal police power); (ii) Section 31-15-401, C.R.S. (concerning municipal police power);  
25 (iii) the powers contained in the Breckenridge Town Charter; and (iv) other powers possessed by  
26 home rule municipalities in Colorado.

27 Section 10. This ordinance shall be published and become effective as provided by  
28 Section 5.9 of the Breckenridge Town Charter.

29 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
30 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2009. A Public Hearing shall be held at the  
31 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
32 \_\_\_\_\_, 2009, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
33 Town.

34  
35 TOWN OF BRECKENRIDGE, a Colorado  
36 municipal corporation

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40 By \_\_\_\_\_  
41 John G. Warner, Mayor  
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1 ATTEST:

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Mary Jean Loufek, CMC,  
Town Clerk



## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Finance Department  
**Date:** March 23, 2010  
**Subject:** Real Estate Transfer Tax Administrative Regulations

**Purpose:** The attached administrative regulations are being provided for Council's review. These regulations are intended to provide guidance and clarification to staff and to the public on how the Town applies Chapter 3 of Title 3 of the Breckenridge Town Code, regarding Real Estate Transfer Tax. The adoption of the regulations should allow for efficiency, consistency, and effective enforcement of the Town's Real Estate Transfer Tax Ordinance.

**Description:** Enclosed with this memo are the proposed RETT administrative regulations. The points of note include guidance on the definition of consideration as included in the Breckenridge Town Code, formalized hours of RETT processing for the sake of efficiency, examples of supporting documentation for approval of an exemption from RETT, and allowance for the submittal of an application for exemption after recording under circumstances where good cause is proven. Staff expects that the clarification and guidance provided in these regulations will facilitate an improved and more transparent process for the public. The guidelines are also intended to prevent potential disputes related to any misinterpretations of the Code. **Changes since the March 9 Work Session include adding language regarding an Estoppel Affidavit to Supporting Documentation Requirements of exemption O. Additionally, the effective date of the regulations has been changed to April 15, 2010.**

**Recommended Action:** We ask that Council review the attached regulations. Staff will be present during the March 23 Work Session to respond to any questions that Council may have. The regulations will be issued by Tim Gagen to be effective as of April 15, 2010.

1 ADMINISTRATIVE RULES AND REGULATIONS CONCERNING TOWN OF  
2 BRECKENRIDGE “REAL ESTATE TRANSFER TAX ORDINANCE”  
3

- 4 1. **Effective Date.** These regulations are effective April 15, 2010.  
5  
6 2. **Authority.** These regulations are issued by the Town Manager of the Town of  
7 Breckenridge pursuant to the authority granted by Section 3-3-9(A) of the  
8 Breckenridge Town Code.  
9  
10 3. **Adoption Procedures.** The procedures set forth in Chapter 18 of Title 1 of the  
11 Breckenridge Town Code were followed in connection with the issuance of these  
12 regulations. Notice of the adoption of these regulations was given in accordance  
13 with the requirements set forth in Section 1-18-3 of the Breckenridge Town Code.  
14  
15 4. **Conflict With Real Estate Transfer Tax Ordinance.** These regulations do not  
16 amend the Town’s “Real Estate Transfer Tax Ordinance” (found at Chapter 3 of  
17 Title 3 of the Breckenridge Town Code). If there is a conflict between these  
18 regulations and the Real Estate Transfer Tax Ordinance, the ordinance will  
19 control.  
20

21 5. **What is the Breckenridge “Real Estate Transfer Tax”?**  
22

23 The Town of Breckenridge “Real Estate Transfer Tax” (called the “**RETT**” in  
24 these regulations) is a local tax on the transfer of land located within the  
25 boundaries of the Town. Under the RETT Ordinance, a tax must be paid to the  
26 Town each time real property is transferred, unless that particular transfer is  
27 specifically exempted. The presumption is that a transfer of land is subject to the  
28 tax, and the burden is on the purchaser of the land to demonstrate that the transfer  
29 is not taxable because it is specifically exempt under the RETT Ordinance.  
30

31 6. **Is the purchase or sale of a “timeshare” subject to the RETT?**  
32

33 Yes. A timeshare interest is treated as real property under the RETT Ordinance.  
34

35 7. **How do I find out if my property is located within the Town?**  
36

37 Visit the **Summit County Assessor’s website**  
38 ([http://www.co.summit.co.us/Assessor/assessor\\_home.htm](http://www.co.summit.co.us/Assessor/assessor_home.htm))  
39

40 8. **How much is the RETT?**  
41

42 The RETT is equal to 1% of the “consideration” paid for the land.  
43

1 *Example:* You purchase a lot in Breckenridge for \$250,000. The RETT due to  
 2 the Town is \$2,500 [ $\$250,000 \times 1\% = \$2,500$ ]  
 3

4 9. **What does “consideration” mean?**  
 5

6 The term “consideration” is broadly defined in the RETT Ordinance. It is the  
 7 “gross consideration” paid for the land affected by the transfer, and includes  
 8 actual cash paid, the money equivalent of real and personal property delivered or  
 9 conveyed in exchange for the transfer, or contracted to be paid or delivered or  
 10 conveyed, in return for the transfer of ownership or interests in real property.  
 11 Consideration also includes the amount of any lien, mortgage, contract  
 12 indebtedness, or other encumbrance or debt, either given to secure the purchase  
 13 price, or any part thereof, or remaining on the property at the time of the transfer.  
 14 It is important to note that the consideration includes the transfer of the current  
 15 fair market value of the property.  
 16

17 10. **Which transfers of land are exempt under the RETT?**  
 18

19 The following transfers of land are exempt from the RETT. Section references in  
 20 the table are to the sections of the RETT Ordinance describing exempt transfers of  
 21 real property<sup>1</sup>:  
 22

Exemption Section	Description of Exemption Transfer
A	<p>A transfer where there is no consideration or when the actual consideration is \$500 or less. See the discussion of consideration under Question 9 of these Regulations.</p> <p>Note: If it is claimed that no consideration was given or received as part of a transfer of the land, the burden of proving that rests upon the purchaser. The Town presumes that land is not simply given away for no consideration, and the purchaser must overcome that presumption by demonstrating that the transfer was actually and in good faith made without payment of any consideration.</p>
B	A transfer when a governmental entity is the purchaser
C	A transfer made as a gift where there is no consideration other than love and affection, or a charitable donation

<sup>1</sup> See Section 3-3-6 of the Town of Breckenridge Real Estate Transfer Tax Ordinance (Section 3-3-6 of the Breckenridge Town Code).

	Note: To qualify under the “love and affection” portion of this exemption the deed must state on its face that it was given for no consideration other than “love and affection” or that it was made “as a gift.” To qualify under the “charitable donation” portion of this exemption the deed must specifically state that it was made as a charitable contribution, or the grantee of the deed by an entity qualified under Section 501(c)(3) of the Internal Revenue Code.
D	A transfer creating or terminating a joint tenancy in the land
E	A transfer made pursuant to a will or an estate proceeding
F	Certain transfers made pursuant to a reorganization, merger, or consolidation of corporations
G	A transfer made to implement an approved bankruptcy plan
H	Certain transfers made to correct a prior recorded deed; making a minor boundary adjustment; removing clouds on title; or granting rights of way, easements, or licenses in land.
I	A quiet title decree or a court order transferring title in a condemnation proceeding
J	A transfer between spouses or former spouses made in connection with a divorce or legal separation
K	A transfer of a cemetery lot
L	Certain leases of land
M	A transfer of only a mineral or royalty interest in land
N	A transfer of land to secure a debt or other obligation
O	A deed in lieu of foreclosure (but only to the extent of the balance of the secured debt)
P	A sheriff’s deed, public trustee’s deed, or similar transfer
Q	An executory (unperformed) contract for the sale of real property of less than 3 years under certain terms and conditions
R	A transfer made before the RETT Ordinance became effective on January 1, 1981
S	A transfer made pursuant to a presale contract entered into before the RETT Ordinance became effective on January 1, 1981
T	A sale or conveyance of real property for the purpose of constructing or providing low or moderately priced

	housing for sale or lease to persons of lower or moderate income
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Under the RETT Ordinance there are special rules and limitations that may apply to certain of the exemptions. No attempt has been made in these regulations to set forth in detail such special rules and limitations. If you believe your transfer is or may be exempt from the RETT, you should obtain a copy of the RETT Ordinance and review it carefully to determine whether your transfer falls into one of the exempt categories.

11. **What are examples of documents that can be used to support a claim of exemption under the RETT?**

Exemption Section	Example of Acceptable Documentation to Support Claim of Exemption
A	Credible evidence that the fair market value of the transferred property is \$500 or less, such as an appraisal, or where the Grantor and Grantee on the deed are the same person. If the deed involves a name change, the exemption application should be accompanied with Court documentation, marriage license or other legal proof of change of name.
B	Proof that the Grantee in the deed is a government agency, municipality, or political subdivision.
C	The deed must reflect that the transfer is a gift or charitable donation. For a gift, the deed must state: “For no consideration other than love and affection”, “as a gift”, or similar language clearly expressing a donative intent. For a charitable donation, the deed must specifically state that it was made as a charitable contribution and the grantee of the deed must be an entity qualified under Section 501(c)(3).
D	The names of the Grantor and Grantee listed on the deed must match exactly. Additionally, the exemption application must affirm that no additional consideration was paid in connection with the transfer, or must describe the amount of such additional consideration.
E	Death certificate, will, Personal Representative’s deed, Decree of Distribution, or other formal transfer of real property made for the purpose of transferring a decedent’s interest in real property to those persons entitled to take the property by law or pursuant to the decedent’s will.

	Note: This exemption does not apply to a sale of real property by a decedent's estate.
F	Proof that the percentage of ownership has not changed. Examples include: Articles of Organization, Operating Agreement, Stock certificate(s), Membership Ledger, Trust Agreement, Affidavit of Trust, or Memorandum of Trust. See the discussion under Question 19 of these Regulations.
G	Certified copy of court documentation (bankruptcy or receivership)
H	The wording of deed should clearly describe the situation (example: Deed of Correction" or "Corrective Deed"), and a written explanation should be provided on the exemption application.
I	A certified copy of a final judgment of a court (a Quiet Title Decree, a Rule and Order or other court judgment) should accompany the exemption application.
J	A certified copy of a Separation Agreement, Decree of Legal Separation, or Decree of Dissolution of Marriage stating that the Grantor's interest in the subject property is to be transferred to the Grantee.
K	Documentation demonstrating that the land that is transferred is a cemetery lot.
L	A copy of the lease.
M	The deed must specifically described the mineral or royalty interest being transferred. Unless another exemption applies, this exemption does not apply if any interest in real property other than a mineral or royalty interest is conveyed.
N	A copy of the mortgage, deed of trust, or other legal documentation providing for the transfer of legal title to the real property to secure a debt or other obligation.
O	Copies of the Deed-In-Lieu of Foreclosure and Deed-In-Lieu Agreement and Estoppel Affidavit (if any) describing the then-current amount of the obligation that is being cancelled by the transfer of the real property, and evidence of current fair-market value of the transferred real property.
P	Copy of sheriff's deed, public trustee's deed, or other real property conveyance representing a forced sale of property to satisfy a financial obligation, judgment, or debt of the property owner, and proof of the then-current

	amount of the obligation to be satisfied at the execution or foreclosure sale and any obligations to prior lienholders paid from the sale.
Q	Copy of the executory (unperformed) contract for the sale of real property. Evidence of relationship, such as 1031-reverse exchange documentation (or statement on deed).
R	Evidence of sale prior to 1/1/1981
S	Evidence of sale prior to 1/1/1981
T	Proof that the property has been approved by Town of Breckenridge Community Development Department as a qualifying deed-restricted property, and: (i) a copy of the deed, restrictive covenant or other legal restriction creating the qualifying deed restriction and (ii) if applicable, a copy of the Appreciation Limiting Deed of Trust.

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12. **How do I make a claim that my transfer is exempt from the RETT?**

To make a claim that a particular transfer of land is exempt from the RETT a completed **RETT Exemption Application** must be submitted to the Town’s Sales Tax Auditor. The application must be accompanied by adequate proof to support the claim of exemption. The Town has the right to require that additional evidence to support the claim of exemption be provided if the initial submission is found to be inadequate or incomplete. If the Town determines that a transfer is exempt from RETT, a Certificate of Exemption will be issued and the deed will be stamped to evidence that the transfer described in the deed is exempt from RETT.

13. **When must I make a claim that my transfer is exempt from the RETT?**

An application for exemption must be properly submitted and approved by the Sales Tax Auditor prior to the recording of the deed with the Summit County Clerk and Recorder. If the Town has not approved a transfer as being exempt from RETT prior to the need to record it, the RETT must be paid before the deed is recorded. However, you may file an application for a refund of the RETT after the deed has been recorded.

For good cause, the Town may consider an RETT exemption application that is filed after the deed has been recorded. The burden is on the applicant to show good cause for the late filing of the RETT exemption application.

14. **How is RETT paid?**

1 The RETT is paid by using the **RETT Verification of Gross Consideration**  
2 **Form** and submitting that form along with the tax due and the original deed to  
3 RETT Processing, 150 Ski Hill Road, PO Box 1237, Breckenridge, CO 80424.  
4 You should include a pre-paid, self-addressed envelope for where you would like  
5 it returned. The Town will send it to the Summit County Clerk & Recorder's  
6 office if you have included a self-addressed prepaid envelope for mailing, along  
7 with a check for the County's recording fees. Please contact Summit County  
8 government fees at 970-547-3475 if you have questions about the recording fees.  
9

10 Please note that RETT is processed by the Finance Division between 9 A.M. and  
11 10 A.M. Monday through Friday (holidays excepted). If a deed and RETT  
12 payment are submitted during other hours, the deed will be available for pick up  
13 from the Town Clerk's office at 10 A.M. the next business day. If batches of 10  
14 or more deeds are submitted together, they will be available for pick up two  
15 business days later at 10 A.M.

16  
17 **15. Who is responsible for paying the RETT?**

18  
19 It is the responsibility of the purchaser to pay the RETT.  
20

21 **16. Are there penalties and interest due if the RETT is not paid when due?**

22  
23 Yes. A penalty equal to 10% of the RETT is due if the RETT is not paid within  
24 30 days after the deed transferring the property is recorded with the Summit  
25 County Clerk and Recorder. In addition, interest accrues at the rate of 1.5% per  
26 month from the date the taxes becomes delinquent until the tax is fully paid.  
27

28 **17. What else can happen if I don't pay the RETT?**

29  
30 Failure to pay the RETT when the tax is due is a violation of the Town Code, and  
31 upon conviction a violator is subject to a possible fine of up to \$999;  
32 imprisonment in the county jail for a up to one day less than one year; or both a  
33 fine and imprisonment.  
34

35 In addition, the Town has the right to file a lien against the property that was  
36 transferred without the tax being paid. The lien amount includes the RETT,  
37 penalty, interest and collection costs. The Town's lien is prior to any other lien on  
38 the land, except the lien of general property taxes and special improvement  
39 district liens. The Town's lien can be foreclosed through the courts. A valid tax  
40 lien against a parcel of land can cause the title to the land to be found to be  
41 "unmarketable" until the lien is paid and released. Unmarketable title can make it  
42 very difficult for the owner to sell the land.  
43



1 Finally, unpaid RETT, penalty and interest is a debt owed to the Town. The  
2 Town can file a civil suit to collect the debt.

3  
4 18. **How does the RETT apply to an exchange of land?**

5  
6 Both transfers are subject to the RETT. The RETT is based on the current fair  
7 market value of each of the parcels at the time of the transfer.

8  
9 **Example:** You exchange your lot for a condominium. Both are located in  
10 Breckenridge. The current fair market value of the lot at the time of the exchange  
11 is \$250,000. The current fair market value of the condominium unit at the time of  
12 the exchange is \$275,000. The RETT due to the Town for the transfer of the lot is  
13 \$2,500 [ $\$250,000 \times 1\% = \$2,500$ ]. The RETT due to the Town for the transfer of  
14 the condominium is \$2,750 [ $\$275,000 \times 1\% = \$2,750$ ].

15  
16 **Note:** If two parcels of land are exchanged, the consideration for the exchange  
17 can only be \$500.00 or less if the property exchanged has a current fair market  
18 value of \$500.00 or less. Current fair market value will be used when the  
19 consideration is in non-cash form.

20  
21 19. **How does the RETT apply to land that is transferred by the owners to a new**  
22 **limited liability company or corporation?**

23  
24 So long as the owners of the new limited liability company or corporation own the  
25 same percentage in the business entity that they owned in the land that was  
26 transferred the transfer is exempt.

27  
28 **Example:** Bill, Sam, and Mary each own a one-third interest in a lot in  
29 Breckenridge. They decide to form a new corporation. They each convey their  
30 one-third interest in the lot to the new corporation in return for one-third of the  
31 issued stock in the new corporation. The transfers of the fractional interests to the  
32 new corporation are each exempt from the RETT.

33  
34 **Note:** If the owners of the land do not end up owning the same percentages in the  
35 new corporation or limited liability company, a RETT may be due to the Town.

36 **Example:** Same facts as above, but Bill and Mary each end up owning 40% of  
37 the stock in the new corporation. Sam ends up owning the remaining 20% of the  
38 stock. Because the percentages of ownership in the land and the stock are  
39 different, a RETT may be due to the Town on the deeds from Bill and Mary to the  
40 corporation.

41  
42 20. **How does the RETT apply to a transfer that changes the percentage of**  
43 **ownership in the land?**

1  
2 If the percentage of ownership of any of the owners has changed, the additional  
3 percentage of ownership acquired, multiplied by the current total fair market  
4 value of the property, is that amount on which the RETT will be calculated.  
5

6 **Example:** Bill, Sam, and Mary each own a one-third interest in a lot in  
7 Breckenridge. They execute a deed (or series of deeds) resulting in Bill owning  
8 40% of the lot; Sam owing 30%; and Mary owning the remaining 30%. Since  
9 Bill's interest in the lot increased from 33.3% to 40%, a RETT is due to the  
10 Town. Assuming the fair market value of the lot at the time of the conveyance is  
11 \$250,000, the RETT would be \$167.50 [40% – 33.3% = increase of 6.7%  
12 ownership interest in lot. 6.7% x \$250,000 x 1% = \$167.50] No RETT is due on  
13 the deeds resulting in the reduction of Sam's and Mary's ownership interest in the  
14 lot.  
15

16 21. **How does the RETT apply to owner “upgrades” and “enhancements”?**  
17

18 RETT is due based upon the current fair market value of the unit that is traded  
19 back to the timeshare company, in addition to the RETT that is due on the sale of  
20 the new unit.  
21

22 **Example:** Steve owns a 1-bedroom unit in Pretty Breckenridge Condominiums.  
23 He likes the project, and wants to upgrade to a 2-bedroom unit. He deeds his 1-  
24 bedroom unit back to the developer and, in return, the developer deeds Steve a 2-  
25 bedroom unit. Both transactions are taxable under the RETT Ordinance, and the  
26 tax is based on the fair market value of the two units at the time of the transfer. If  
27 the fair market value of the 1-bedroom unit is \$150,000 the developer (the  
28 ‘purchaser’ of the 1-bedroom unit) owes a RETT to the Town of \$1,500  
29 [\$150,000 x 1% = \$1,500]. If the fair market value of the 2-bedrrom unit is  
30 \$300,000 at the time of the transfer, Steve (the purchaser of the 2-bedroom unit)  
31 owes a RETT to the Town of \$3,000 [\$300,000 x 1% = \$3,000]  
32

33 22. **Aren't real estate transfer taxes prohibited in Colorado?**  
34

35 The Taxpayers Bill of Rights amendment to the Colorado Constitution (the  
36 “**TABOR**” amendment) was passed in 1990. It prohibits any “new” or “increased”  
37 real estate transfer tax. However, Breckenridge's RETT Ordinance was adopted in  
38 1981, well before the passage of the TABOR Amendment. As such, enforcement  
39 of the Town's RETT is not a violation of the TABOR Amendment.  
40

41 23. **Disclaimer.**  
42

1 The Town’s enforcement of the RETT Ordinance always involves applying the  
2 ordinance to the facts of a particular transaction. Not all possible factual scenarios  
3 involving the application of the RETT Ordinance are described in these  
4 regulations. Nothing in these regulations limits the Town’s authority to apply the  
5 RETT Ordinance to factual situations not specifically described in these  
6 regulations.  
7

8 24. **Whom can I contact if I have any other questions concerning Town of**  
9 **Breckenridge Real Estate Transfer Taxes?**

10  
11 The Town of Breckenridge, Sales Tax Auditor, 150 Ski Hill Road, PO Box 1237,  
12 Breckenridge, CO 80424 970-547-3193  
13

14 Dated: \_\_\_\_\_, 2010  
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18 \_\_\_\_\_  
19 Timothy J. Gagen, Town Manager  
20 Town of Breckenridge, Colorado  
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## Town of Breckenridge

To: Town Council  
From: Laurie Best-Community Development Department  
Japera Walker-Community Development Department  
Date: 3/18/2010 (for 3/23/2010 meeting)  
Re: Emergency Ordinance Authorizing Sale of Town-Owned Property  
(Condominium Unit 104, Building B, Wildflower II )

---

The attached Emergency Ordinance is scheduled for your consideration. The Ordinance will authorize the Town Manager to execute a contract for the sale of Unit 104 Building B, Wildflower. This unit was purchased by the Town for \$225,000 on 12/21/07 pursuant to the Town's buy down program. The intent was to deed restrict the unit and sell it at a price affordable to 80-100% AMI.

We received an inquiry concerning this property in February and we reviewed the terms with the Housing Committee. After some negotiation between the Town and the buyer, a formal offer has been submitted to the Town to purchase the unit for \$170,000. At \$170,000, this unit is an 86% AMI unit. This ordinance is scheduled as an Emergency Ordinance because the buyer needs to be under contract prior to April 30, 2010 and close by June 30, 2010 in order to qualify for the \$8,000 tax credit. A non-emergency ordinance would not be effective until April 28<sup>th</sup>. The buyer would like to have a commitment from the Town well in advance of the April 30<sup>th</sup> deadline.

At a price of \$170,000, the total buy down expense for this unit is \$64,220. This includes the difference in the price paid and the sale price, a seller concession of \$5,820.59 to assist with closing costs, and a real estate commission of \$3,400. A deed restriction has been recorded that will cap future appreciation, establish an income cap, and require local employment. Staff supports the contract to sell this unit under the terms proposed as it meets the intended target of the buy down program. We recommend approval of the ordinance authorizing the Town Manager to execute the contract.

1 **FOR WORKSESSION/ADOPTION AS EMERGENCY**  
2 **ORDINANCE – MARCH 23**

3  
4 COUNCIL BILL NO. \_\_\_\_

5  
6 Series 2010

7  
8 AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF TOWN-OWNED REAL  
9 PROPERTY

10 (Condominium Unit 104, Building B, Wildflower II Condominiums – Leslie)

11  
12 WHEREAS, the Town of Breckenridge is the owner of the following described real  
13 property, to wit:

14  
15 Condominium Unit 104, Building B, Wildflower II Condominiums;  
16 also known as 0304 Illinois Gulch Road #104, Breckenridge, Colorado 80424

17  
18 ("Property")

19 ; and

20  
21 WHEREAS, the Town desires to sell the Property to Jennifer A. Leslie; and

22  
23 WHEREAS, a proposed Contract to Buy and Sell Real Estate between the Town and  
24 Jennifer A. Leslie has been prepared, a copy of which is marked Exhibit "A", attached hereto and  
25 incorporated herein by reference ("Agreement"); and

26  
27 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed  
28 Agreement, and finds and determines that it would be in the best interest of the Town and its  
29 residents for the Town to sell the Property to Jennifer A. Leslie pursuant to the Agreement; and

30  
31 WHEREAS, Section 15.3 of the Breckenridge Town Charter provides that the Town  
32 Council may lawfully authorize the sale of Town-owned real property by ordinance.

33  
34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
35 BRECKENRIDGE, COLORADO:

36  
37 Section 1. The Agreement between the Town and Jennifer A. Leslie (Exhibit "A" hereto) is  
38 approved; and the Town Manager is hereby authorized, empowered, and directed to execute such  
39 Agreement for and on behalf of the Town of Breckenridge.

40  
41 Section 2. The Town Manger is hereby further authorized, empowered and directed to take  
42 all necessary and appropriate action to close the sale of the Property contemplated by the  
43 Agreement. In connection therewith, the Town Manager shall have full power and authority to do  
44 and perform all matters and things necessary to the sale of the Property pursuant to the Agreement,  
45 including, but not limited to, the following:

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- 1. The making, execution and acknowledgement of settlement statements, closing agreements and other usual and customary closing documents;
- 2. The execution, acknowledgement and delivery to the Buyer of the deed of conveyance for the Property; and
- 3. The performance of all other things necessary to the sale of the Property by the Town pursuant to the Agreement.

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

Section 4. The Town Council of the Town of Breckenridge hereby finds, determines and declares that an emergency exists and that this Ordinance is necessary for the immediate preservation of public property, health, welfare, peace or safety. The approval of this Ordinance as an emergency ordinance will allow the Town to formally accept the proposed Agreement within the time specified in the Agreement, and thereby avoid the potential loss of the sale of the Property which might occur if the offer submitted by Jennifer A. Leslie is not accepted in a timely manner. The Town Council further determines that the adoption of this Ordinance as an emergency Ordinance is in the best interest of the citizens of the Town of Breckenridge.

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

Section 6. This ordinance shall be published in full within ten (10) days after adoption, or as soon thereafter as possible, as required by Section 5.11 of the Breckenridge Town Charter.

ADOPTED AND APPROVED as an Emergency Ordinance this \_\_\_\_ day of \_\_\_\_\_, 2010.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By: \_\_\_\_\_  
John G. Warner, Mayor

1 ATTEST:

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\_\_\_\_\_  
Mary Jean Loufek, CMC,  
Town Clerk

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS1-5-09) (Mandatory 7-09)

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

## CONTRACT TO BUY AND SELL REAL ESTATE

Date: March 17, 2010

**1. AGREEMENT.** Buyer agrees to buy, and Seller agrees to sell, the Property defined below on the terms and conditions set forth in this contract (Contract).

**2. DEFINED TERMS.**

**2.1. Buyer.** Buyer, Jennifer A. Leslie, will take title to the real property described below as  **Joint Tenants**  **Tenants In Common**  **Other as a single person**

**2.2. Property.** The Property is the following legally described real estate in the County of Summit, Colorado:  
Condominium Unit 104, Building B, Wildflower II Condominiums

known as No. 0304 Illinois Gulch Road #104, Breckenridge, CO 80424  
Street Address
City
State
Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

**2.3. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	2 days from MEC
2	§ 5.1	Loan Application Deadline	3/29/10
3	§ 5.2	Loan Conditions Deadline	5/19/10
4	§ 5.3	Buyer's Credit Information Deadline	n/a
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
6	§ 5.4	Existing Loan Documents Deadline	n/a
7	§ 5.4	Existing Loan Documents Objection Deadline	n/a
8	§ 5.4	Loan Transfer Approval Deadline	n/a
9	§ 6.2.2	Appraisal Deadline	5/12/10
10	§ 6.2.2	Appraisal Objection Deadline	5/17/10
11	§ 7.1	Title Deadline	3/31/10
12	§ 7.2	Document Request Deadline	3/31/10
13	§ 7.3	Survey Deadline	n/a
14	§ 7.4.4.1	CIC Documents Deadline	3/31/10
15	§ 7.4.5	CIC Documents Objection Deadline	4/7/10
16	§ 8.1	Title Objection Deadline	4/7/10
17	§ 8.2	Off-Record Matters Deadline	3/31/10
18	§ 8.2	Off-Record Matters Objection Deadline	4/7/10
19	§ 8.3.2	Survey Objection Deadline	n/a
20	§ 8.6	Right of First Refusal Deadline	n/a
21	§ 10.1	Seller's Property Disclosure Deadline	3/31/10
22	§ 10.2	Inspection Objection Deadline	4/7/10
23	§ 10.3	Inspection Resolution Deadline	4/14/10
24	§ 10.5	Property Insurance Objection Deadline	5/19/10
25	§ 12	<b>Closing Date</b>	5/28/10
26	§ 17	Possession Date	5/28/10
27	§ 17	Possession Time	at the time of closing
28	§ 32	<b>Acceptance Deadline Date</b>	3/24/10
29	§ 32	<b>Acceptance Deadline Time</b>	5PM

**2.4. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 2.3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.



28 **2.5. Day; Computation of Period of Days, Deadline.**

29 **2.5.1. Day.** As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time  
30 (Standard or Daylight Savings as applicable).

31 **2.5.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day  
32 is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday  
33 (Holiday), such deadline  Shall  Shall Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be  
34 checked, the deadline shall not be extended.

35 **3. INCLUSIONS AND EXCLUSIONS.**

36 **3.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

37 **3.1.1. Fixtures.** If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning  
38 fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom  
39 systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including  
40 0 remote controls; and  all appliances, fixtures & bed currently in property

41 **3.1.2. Personal Property.** The following are included if on the Property whether attached or not on the date of this Contract: storm  
42 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts,  
43 fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:  Water Softeners  
44  Smoke/Fire Detectors  Security Systems  Satellite Systems (including satellite dishes).

45 **3.1.3. Other Inclusions.**

46 **Bed in bedroom currently in property.**

47 The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes  
48 for the year of Closing), liens and encumbrances, except none. Conveyance shall be by bill of sale or  
49 other applicable legal instrument.

50 **3.1.4. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

51  
52  
53 The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for  
54 the year of Closing), liens and encumbrances, except none. Conveyance shall be by bill of  
55 sale or other applicable legal instrument.

56 **3.1.5. Parking and Storage Facilities.**  Use Only  Ownership of the following parking facilities: per HOA docs  
57 and  Use Only  Ownership of the following storage facilities: per HOA docs

58 **3.1.6. Water Rights, Water Interests, Water and Sewer Taps.** The following legally described water rights:

59 Any water rights shall be conveyed by  n/a **Deed**  Other applicable legal instrument.

60  
61 **3.1.6.1.** If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to Buyer.  
62 Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household  
63 purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with  
64 the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well  
65 form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file  
66 the form with the Division within sixty days after Closing. The Well Permit # is n/a

67 **3.1.6.2.  Water Stock Certificates:**

68  
69  
70 **3.1.6.3.  Water Tap  Sewer Tap**

71 **Note:** Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for  
72 transfer and use of the tap.

73 **3.1.7. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

74 n/a

75 **3.2. Exclusions.** The following items are excluded: none

76 **4. PURCHASE PRICE AND TERMS.**

77 **4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 170,000	
2	§ 4.2	Earnest Money		\$ 1,667
3	§ 4.5	New Loan		156,000
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6		SCHA loan		12,333
7				
8	§ 4.3	Cash at Closing		
9		<b>TOTAL</b>	<b>\$ 170,000</b>	<b>\$ 170,000</b>

83 4.2. **Earnest Money.** The Earnest Money set forth in this section, in the form of a personal check, is part payment  
84 of the Purchase Price and shall be payable to and held by Land Title Guarantee Company (Earnest Money Holder), in  
85 its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually  
86 agree to an **Alternative Earnest Money Deadline** (§ 2.3) for its payment. If Earnest Money Holder is other than the Brokerage Firm identified in  
87 § 34 or § 35 below, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be obtained on or before delivery of Earnest  
88 Money to Earnest Money Holder. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing  
89 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a  
90 fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest  
91 accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

92 4.2.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of the  
93 Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 2.3).

94 4.3. **Form of Funds; Time of Payment; Funds Available.** All amounts payable by the parties at Closing, including any loan proceeds,  
95 Cash at Closing and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
96 check, savings and loan teller's check and cashier's check (Good Funds). All funds required to be paid at Closing shall be timely paid to allow  
97 disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this  
98 Contract,  **Does**  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at  
99 Closing in § 4.1.

100 4.4. **Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$ 5,820.59 to assist with  
101 Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller agrees to pay because Buyer is  
102 not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or expenditure related to Buyer's New Loan or other  
103 allowable Seller concession (collectively, Seller Concession). The Seller Concession is in addition to any sum Seller has agreed to pay or credit  
104 Buyer elsewhere in this Contract. If the amount of Seller Concession exceeds the aggregate of what is allowed, Seller shall not pay or be charged  
105 such excess amount.

106 4.5. **New Loan.**

107 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan costs, loan discount  
108 points, prepaid items and loan origination fees, as required by lender.

109 4.5.2. **Buyer May Select Financing.** Buyer may select financing appropriate and acceptable to Buyer, including a different loan than  
110 initially sought, except as restricted in § 4.5.3 or § 26, Additional Provisions.

111 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loan:  **Conventional**  **FHA**  
112  **VA**  **Bond**  **Other** CHFA, USDA and/or SCHA

113 4.5.4. **Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of  
114 Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a good faith estimate of  
115 Buyer's closing costs within three days after Buyer completes a loan application. Buyer should also obtain an estimate of the amount of Buyer's  
116 monthly mortgage payment. If the New Loan is unsatisfactory to Buyer, then Buyer may terminate this Contract pursuant to § 5.2 no later than  
117 **Loan Conditions Deadline** (§ 2.3).

118 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in  
119 § 4.1, presently payable at \$ n/a per \_\_\_\_\_ including principal and interest presently at the rate of \_\_\_\_\_ % per  
120 annum, and also including escrow for the following as indicated:  **Real Estate Taxes**  **Property Insurance Premium**  **Mortgage**  
121 **Insurance Premium** and

122 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate shall not  
123 exceed \_\_\_\_\_ % per annum and the new payment shall not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and interest, plus escrow,  
124 if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required  
125 from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, then  **Buyer May Terminate** this Contract effective upon receipt by  
126 Seller of Buyer's written notice of termination or

127 Seller  **Shall**  **Shall Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability  
128 shall be evidenced by delivery  on or before Loan Transfer Approval Deadline  at Closing of an appropriate letter of commitment from lender.  
129 Any cost payable for release of liability shall be paid by \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_.

130 4.7. **Seller or Private Financing.** Buyer agrees to execute a promissory note payable to n/a, as  
131  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_, on the  
132 note form as indicated:

133  **(Default Rate)** NTD81-10-06  **Other** \_\_\_\_\_ secured by a  
134 \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) deed of trust encumbering the Property, using the form as indicated:

135  **Due on Transfer – Strict** (TD72-9-08)  **Due on Transfer – Creditworthy** (TD73-9-08)  **Assumable – Not Due on Transfer** (TD74-9-  
136 08)  **Other** \_\_\_\_\_

137 The promissory note shall be amortized on the basis of \_\_\_\_\_  **Years**  **Months**, payable at \$ \_\_\_\_\_ per  
138 \_\_\_\_\_ including principal and interest at the rate of \_\_\_\_\_ % per annum. Payments shall commence  
139 and shall be due on the \_\_\_\_\_ day of each succeeding \_\_\_\_\_. If not sooner paid, the balance of principal and accrued  
140 interest shall be due and payable \_\_\_\_\_ after Closing. Payments  **Shall**  **Shall Not** be increased by  
141 \_\_\_\_\_ of estimated annual real estate taxes, and  **Shall**  **Shall Not** be increased by \_\_\_\_\_ of estimated annual property insurance  
142 premium. The loan shall also contain the following terms: (1) if any payment is not received within \_\_\_\_\_ days after its due date, a late charge  
143 of \_\_\_\_\_ % of such payment shall be due; (2) interest on lender disbursements under the deed of trust shall be \_\_\_\_\_ % per annum; (3) default  
144 interest rate shall be \_\_\_\_\_ % per annum; (4) Buyer may prepay without a penalty except \_\_\_\_\_; and (5) Buyer  
145  **Shall**  **Shall Not** execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting the holder of the  
146 promissory note a \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) lien on the personal property included in this sale.

147 Buyer  **Shall**  **Shall Not** provide a mortgagee's title insurance policy, at Buyer's expense.

148 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

149 5.1. **Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing  
150 loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2.3).

151 **5.2. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer  
152 determining, in Buyer's subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate,  
153 terms, conditions, and cost of such New Loan. This condition is for the benefit of Buyer. If such New Loan is not satisfactory to Buyer, Seller must  
154 receive written notice to terminate from Buyer, no later than **Loan Conditions Deadline** (§ 2.3), at which time this Contract shall terminate. **IF**  
155 **SELLER DOES NOT TIMELY RECEIVE WRITTEN NOTICE TO TERMINATE, THIS CONDITION SHALL BE DEEMED**  
156 **WAIVED, AND BUYER'S EARNEST MONEY SHALL BE NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS**  
157 **CONTRACT** (e.g., Appraisal, Title, Survey).

158 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by executing a promissory  
159 note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the benefit of Seller) upon Seller's  
160 approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's subjective discretion. In such case: (1) Buyer shall  
161 supply to Seller by **Buyer's Credit Information Deadline** (§ 2.3), at Buyer's expense, information and documents (including a current credit  
162 report) concerning Buyer's financial, employment and credit condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents  
163 that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by  
164 Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a  
165 promissory note secured by a deed of trust in favor of Seller, this Contract is conditional (for the benefit of Seller) upon Seller's approval of the  
166 terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's New Loan (Buyer's New  
167 Senior Loan). Additionally, Seller shall have the right to terminate, at or before Closing, if the Cash at Closing is less than as set forth in § 4.1 of  
168 this Contract or Buyer's New Senior Loan changes from that approved by Seller; and (5) if Seller does not deliver written notice to Buyer of  
169 Seller's disapproval of Buyer's financial ability and creditworthiness or of Buyer's New Senior Loan by **Disapproval of Buyer's Credit**  
170 **Information Deadline** (§ 2.3), then Seller waives the conditions set forth in this section as to Buyer's New Senior Loan as supplied to Seller. If  
171 Seller delivers written notice of disapproval to Buyer on or before said date, this Contract shall terminate.

172 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents (including  
173 note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2.3). For the benefit of Buyer, this Contract is  
174 conditional upon Buyer's review and approval of the provisions of such loan documents. If written notice of objection to such loan documents,  
175 signed by Buyer, is not received by Seller by **Existing Loan Documents Objection Deadline** (§ 2.3), Buyer accepts the terms and conditions of the  
176 documents. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval  
177 without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**  
178 (§ 2.3), this Contract shall terminate on such deadline. If Seller is to be released from liability under such existing loan and Buyer does not obtain  
179 such compliance as set forth in § 4.6, this Contract may be terminated at Seller's option.

## 180 6. APPRAISAL PROVISIONS.

181 **6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair,  
182 repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract (notwithstanding § 10 of this  
183 Contract) by written notice to Buyer on or before three days following Seller's receipt of the Requirements. Seller's right to terminate in this § 6.1  
184 shall not apply if on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the  
185 Requirements; or (2) the Requirements are completed by Seller; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

### 186 6.2. Appraisal Condition.

187  **6.2.1. Not Applicable.** This § 6.2 shall not apply.

188  **6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price exceeds the  
189 Property's valuation determined by an appraiser engaged by buyer's lender. The appraisal shall be received by Buyer or Buyer's lender  
190 on or before **Appraisal Deadline** (§ 2.3). This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy  
191 of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received by Seller on or before  
192 **Appraisal Objection Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline**  
193 (§ 2.3), Buyer waives any right to terminate under this section.

194  **6.2.3. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not be  
195 obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise  
196 unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing  
197 Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than  
198 \$\_\_\_\_\_. The Purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of the Contract without regard  
199 to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and  
200 Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should satisfy  
201 himself/herself that the price and condition of the Property are acceptable.

202  **6.2.4. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any  
203 penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract  
204 Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall,  
205 however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value  
206 established by the Department of Veterans Affairs.

207 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by  **Buyer**  **Seller**.

## 208 7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.

209 **7.1. Evidence of Title.** On or before **Title Deadline** (§ 2.3), Seller shall cause to be furnished to Buyer, at Seller's expense, a current  
210 commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked,  **An**  
211 **Abstract** of title certified to a current date. If title insurance is furnished, Seller shall also deliver to Buyer copies of any abstracts of title covering  
212 all or any portion of the Property (Abstract) in Seller's possession. At Seller's expense, Seller shall cause the title insurance policy to be issued and  
213 delivered to Buyer as soon as practicable at or after Closing. The title insurance commitment  **Shall**  **Shall Not** commit to delete or insure  
214 over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanics'  
215 liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to  
216 the year of Closing. Any additional premium expense to obtain this additional coverage shall be paid by  **Buyer**  **Seller**.

217 Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have the right to review  
218 the Title Commitment. If the Title Commitment or its provisions are not satisfactory to Buyer, Buyer may exercise Buyer's rights pursuant to § 8.1.

219 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 2.3), Seller, at Seller's expense, shall furnish to Buyer and H. Wood,  
220 (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be  
221 furnished, and if this box is checked  **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of  
222 exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if  
223 requested by Buyer any time on or before **Document Request Deadline** (§ 2.3). This requirement shall pertain only to documents as shown of  
224 record in the office of the clerk and recorder in the county where the Property is located. The abstract or Title Commitment, together with any  
225 copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

226 **7.3. Survey.** On or before **Survey Deadline** (§ 2.3),  Seller  Buyer shall order or provide, and cause Buyer (and the issuer of the  
227 Title Commitment or the provider of the opinion of title if an abstract) to receive, a current  **Improvement Survey Plat**  **Improvement**  
228 **Location Certificate**  n/a (the description checked is known as Survey). An amount not to exceed \$ \_\_\_\_\_ for Survey shall  
229 be paid by  Buyer  Seller. If the cost exceeds this amount,  Buyer  Seller shall pay the excess on or before Closing. Buyer shall not be  
230 obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered, Buyer's written agreement to pay  
231 the required amount to be paid by Buyer.

232 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association) declarations,  
233 bylaws, operating agreements, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any  
234 directors' or managers' meetings during the six-month period immediately preceding the date of this Contract, if any (Governing Documents), most  
235 recent financial documents consisting of (1) annual balance sheet, (2) annual income and expenditures statement, and (3) annual budget (Financial  
236 Documents), if any (collectively CIC Documents).

237  **7.4.1. Not Applicable.** This § 7.4 shall not apply.

238 **7.4.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST  
239 COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE  
240 REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE  
241 BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND  
242 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION  
243 TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION  
244 COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND  
245 RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY  
246 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE  
247 APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD  
248 INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ  
249 THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

250  **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has reviewed  
251 them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners and waives any right to terminate  
252 this Contract due to such documents, notwithstanding the provisions of § 8.5.

253 **7.4.4. CIC Documents to Buyer.**

254  **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at Seller's  
255 expense, on or before **CIC Documents Deadline** (§ 2.3).

256  **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's  
257 expense.

258 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt of the  
259 CIC Documents, regardless of who provides such documents.

260 **7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions of this § 7.4.5 shall apply.  
261 Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion, signed by Buyer, or on behalf of  
262 Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2.3), shall terminate this Contract.

263 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 2.3), Buyer shall have the right, at Buyer's option, to  
264 terminate this Contract by written notice delivered to Seller on or before ten days after Buyer's receipt of the CIC Documents. If Buyer does not  
265 receive the CIC Documents, or if such written notice to terminate would otherwise be required to be delivered after **Closing Date** (§ 2.3), Buyer's  
266 written notice to terminate shall be received by Seller on or before three days prior to **Closing Date** (§ 2.3). If Seller does not receive written notice  
267 from Buyer within such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this  
268 section is waived, notwithstanding the provisions of § 8.5.

269 NOTE: If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

## 270 **8. TITLE AND SURVEY REVIEW.**

271 **8.1. Title Review.** Buyer shall have the right to inspect the Title Documents. Buyer shall provide written notice of unmerchantability of  
272 title, unsatisfactory form or content of Title Commitment, or, notwithstanding § 13, of any other unsatisfactory title condition shown by the Title  
273 Documents (Notice of Title Objection). Such notice shall be signed by or on behalf of Buyer and delivered to Seller on or before **Title Objection**

274 **Deadline** (§ 2.3), provided such Title Documents are received by Buyer in a timely manner. If there is an endorsement to the Title Commitment  
275 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment shall be delivered to Buyer. Provided  
276 however, Buyer shall have five days to deliver the Notice of Title Objection after receipt by Buyer of the following documents: (1) any required  
277 Title Document not timely received by Buyer, (2) any change to the Title Documents, or (3) endorsement to the Title Commitment. If Seller does  
278 not receive Buyer's Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the  
279 Title Documents as satisfactory.

280  
281 **8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§ 2.3) true  
282 copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without  
283 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal  
284 and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to investigate  
285 if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line  
286 discrepancy or water rights). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding

287 discrepancy or water rights). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding  
288 § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3). If Seller does  
289 not receive Buyer's notice by said deadline, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

290 **8.3. Survey Review.**

291  **8.3.1. Not Applicable.** This § 8.3 shall not apply.

292  **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to inspect the Survey. If written notice  
293 by or on behalf of Buyer of any unsatisfactory condition shown by the Survey, notwithstanding § 8.2 or § 13, is received by Seller on or before  
294 **Survey Objection Deadline** (§ 2.3) then such objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice  
295 by **Survey Objection Deadline** (§ 2.3), Buyer accepts the Survey as satisfactory.

296 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
297 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY**  
298 **WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL**  
299 **LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE**  
300 **INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.**  
301 **BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**  
302 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND**  
303 **BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
304 **RECORDER, OR THE COUNTY ASSESSOR.**

305 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a result, if written notice, by  
306 or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3), this Contract shall terminate. If Seller  
307 does not receive Buyer's notice by such deadline, Buyer accepts the effect of the Property's inclusion in such special taxing district and waives the  
308 right to terminate for that reason.

309 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in §§ 8 and 13. If Seller  
310 receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided in §§ 8.1, 8.2 and 8.3,  
311 Seller shall use reasonable efforts to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory  
312 title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract shall terminate; provided, however, Buyer may, by written  
313 notice received by Seller on or before Closing, waive objection to such items.

314 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to approve this Contract,  
315 Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises  
316 such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly  
317 or expires, or the Contract is approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If  
318 expiration or waiver of the right of first refusal or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 2.3), this  
319 Contract shall terminate.

320 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.  
321 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including without  
322 limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded  
323 agreements, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may**  
324 **be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the**  
325 **mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the**  
326 **Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from or not covered by the title  
327 insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this  
328 Contract [e.g., **Title Objection Deadline** (§ 2.3) and **Off-Record Matters Objection Deadline** (§ 2.3)].

329 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building  
330 permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based Paint Disclosure (Sales) form is signed  
331 by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when the  
332 Contract is signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller and  
333 the real estate licensees.

334 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, BUYER DISCLOSURE AND SOURCE OF WATER.**

335 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2.3), Seller agrees to deliver to Buyer  
336 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to the best of  
337 Seller's actual knowledge, current as of the date of this Contract.

338 **10.2. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of both the Property and  
339 Inclusions, at Buyer's expense. If (1) the physical condition of the Property, (2) the physical condition of the Inclusions, (3) any proposed or  
340 existing transportation project, road, street or highway, or (4) any other activity, odor or noise (whether on or off the Property) and its effect or  
341 expected effect on the Property or its occupants is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection**  
342 **Deadline** (§ 2.3):

343 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

344 **10.2.2. Notice to Correct.** Deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires  
345 Seller to correct.

346 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2.3), the physical condition of the Property and  
347 Inclusions shall be deemed to be satisfactory to Buyer.

348 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a  
349 settlement thereof on or before **Inspection Resolution Deadline** (§ 2.3), this Contract shall terminate one day following **Inspection Resolution**  
350 **Deadline** (§ 2.3), unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

351 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for all inspections,  
352 tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any damage that occurs to the Property  
353 and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind against the Property for Work performed on the Property  
354 at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by

355 Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to  
356 defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney and legal fees. The  
357 provisions of this section shall survive the termination of this Contract.

358 **10.5. Insurability.** This Contract is conditional upon Buyer's satisfaction, in Buyer's subjective discretion, with the availability, terms and  
359 conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on or before **Property Insurance Objection**  
360 **Deadline** (§ 2.3), of Buyer's written notice that such insurance was not satisfactory to Buyer. If said notice is not timely received, Buyer shall have  
361 waived any right to terminate under this provision.

362 **10.6. Buyer Disclosure.** Buyer represents that Buyer  Does  Does Not need to sell and close a property to complete this transaction.  
363 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 26).

364 **10.7. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not acknowledge  
365 receipt of a copy of Seller's **Property Disclosure** or **Source of Water Addendum** disclosing the source of potable water for the Property. Buyer  
366  Does  Does Not acknowledge receipt of a copy of the current well permit.  There is **No Well**.  
367 **Note to Buyer:** **SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU**  
368 **MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-**  
369 **TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

370 **10.8. Carbon Monoxide Alarms.** **Note:** If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an  
371 attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires  
372 that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a  
373 location as required by the applicable building code.

374 **11. METHAMPHETAMINE DISCLOSURE (Residential Property Only).** If the Property is residential, and Seller knows that  
375 methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact.  
376 No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-  
377 18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the  
378 Property has ever been used as a methamphetamine laboratory. If Buyer's test results indicate that the Property has been contaminated with  
379 methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to  
380 § 25-18.5-102, C.R.S., Buyer shall promptly give written notice to Seller of the results of the test, and Buyer may terminate this Contract,  
381 notwithstanding any other provision of this Contract.

382 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the **Closing Date**  
383 (§ 2.3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by closing agent.

384 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and  
385 provisions hereof, Seller shall execute and deliver a good and sufficient sp. warranty deed to Buyer, at Closing, conveying the Property free  
386 and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens,  
387 including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall  
388 be conveyed subject to:

389 **13.1.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in  
390 accordance with **Title Review** (§ 8.1),  
391 **13.2.** distribution utility easements (including cable TV),  
392 **13.3.** those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which  
393 were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review** (§ 8.3),  
394 **13.4.** inclusion of the Property within any special taxing district, and  
395 **13.5.** other Deed restriction for Unit 104B (Ex.A).

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

398 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

399 **15.1. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be paid at  
400 Closing, except as otherwise provided herein.

401 **15.2. Closing Information and Documents.** Buyer and Seller will furnish any additional information and documents required by Closing  
402 Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably required  
403 documents at or before Closing.

404 **15.3. Closing Services Fee.** The fee for real estate closing services shall be paid at Closing by  Buyer  Seller  One-Half by Buyer  
405 **and One-Half by Seller**  Other \_\_\_\_\_.

406 **15.4. Closing Instructions.** Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing Instructions. Such Closing  
407 Instructions  Are  Are Not executed with this Contract. Upon execution,  Seller  Buyer shall deliver such Closing Instructions to the  
408 Closing Company.

409 **15.5. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be  
410 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller. Any transfer fees assessed by the Association (Association's  
411 Transfer Fee) shall be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

412 **15.6. Local Transfer Tax.**  The Local Transfer Tax of 0 % of the Purchase Price shall be paid at Closing by  Buyer  Seller  
413  One-Half by Buyer and One-Half by Seller.

414 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by  Buyer  Seller  
415  One-Half by Buyer and One-Half by Seller.

416 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2.3), except as otherwise provided:

417 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on  Taxes for the Calendar Year  
418 **Immediately Preceding Closing**  **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors  
419 property tax exemption, or  Other \_\_\_\_\_.

420 **16.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller shall transfer or credit to Buyer the security  
421 deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's  
422 name and address. Seller shall assign to Buyer all leases in effect at Closing and Buyer shall assume such leases.

423 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance shall be  
424 credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association shall not  
425 be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment by the Association for  
426 improvements that have been installed as of the date of Buyer's signature hereon shall be the obligation of Seller. Any other special assessment  
427 assessed prior to Closing Date (§ 2.3) by the Association shall be the obligation of  Buyer  Seller. Seller represents that the Association  
428 Assessments are currently payable at \$ 252 per month and that there are no unpaid regular or special assessments  
429 against the Property except the current regular assessments and none. Such assessments  
430 are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before Closing  
431 Date (§ 2.3) a current Status Letter.

432 **16.4. Other Prorations.** Water and sewer charges, interest on continuing loan, and none

433 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

434 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on Possession Date at Possession Time (§ 2.3), subject to the  
435 following leases or tenancies:

436 none

437  
438 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for  
439 payment of \$ 100 per day (or any part of a day notwithstanding § 2.5.1) from Possession Date and Possession Time (§ 2.3) until  
440 possession is delivered.

441 Buyer  Does  Does Not represent that Buyer will occupy the Property as Buyer's principal residence.

442 **18. ASSIGNABILITY AND INUREMENT.** This Contract  Shall  Shall Not be assignable by Buyer without Seller's prior written  
443 consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and  
444 assigns of the parties.

445 **19. CAUSES OF LOSS, INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-THROUGH.**  
446 Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this  
447 Contract, ordinary wear and tear excepted.

448 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing  
449 in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before Closing Date (§ 2.3). In the  
450 event such damage is not repaired within said time or if the damage exceeds such sum, this Contract may be terminated at the option of Buyer by  
451 delivering to Seller written notice of termination on or before Closing. Should Buyer elect to carry out this Contract despite such damage, Buyer  
452 shall be entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such  
453 damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not exceed the  
454 Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus  
455 credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

456 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the Property, e.g. heating,  
457 plumbing) fail or be damaged between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for  
458 the repair or replacement of such Inclusion or service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that  
459 the maintenance or replacement of such Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds  
460 received by Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home warranty programs that  
461 may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to growing crops by fire or other  
462 casualty shall be borne by the party entitled to the growing crops as provided in § 3.1.7 and such party shall be entitled to such insurance proceeds  
463 or benefits for the growing crops.

464 **19.3. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the Property prior  
465 to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

466 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller acknowledge that the respective  
467 broker has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal  
468 and tax or other counsel before signing this Contract.

469 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as Earnest Money  
470 hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived  
471 as herein provided, there shall be the following remedies:

472 **21.1. If Buyer is in Default:**

473  **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not  
474 paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller  
475 may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

476  **21.1.2. Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller, and  
477 retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is  
478 LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 19, 22, 23  
479 and 24), said forfeiture shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller  
480 expressly waives the remedies of specific performance and additional damages.

481 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder shall be  
482 returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and  
483 Buyer shall have the right to specific performance or damages, or both.

484 **22. LEGAL FEES, COST AND EXPENSES.** In the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date  
485 (§ 2.3), the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

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

492 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by  
 493 written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any  
 494 termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole  
 495 discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall  
 496 recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a  
 497 copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred  
 498 twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In  
 499 the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money  
 500 Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 23). The provisions  
 501 of this § 24 apply only if the Earnest Money Holder is one of the Brokerage Firms named in § 34 or § 35.

502 **25. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the parties shall be  
 503 relieved of all obligations hereunder, subject to §§ 10.4, 23 and 24.

504 **26. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)  
 505 a. Seller agrees to pay Summit Combined Housing Authority a 2% fee at closing;  
 506 b. Seller agrees to grant a 7 day extension if loan approval is not given on the date contained in this contract.

507 **27. ATTACHMENTS.** The following are a part of this Contract:  
 508 Deed restriction for Unit 104B, Wildflower II Condominiums (Ex.A)

509 Note: The following disclosure forms are attached but are not a part of this Contract:  
 510

511 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to exercising  
 512 the rights and obligations set forth in the provisions of Financing Conditions and Obligations (§ 5) and Property Disclosure, Inspection,  
 513 Indemnity, Insurability, Buyer Disclosure and Source of Water (§ 10).

514 **29. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute the entire  
 515 agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged  
 516 and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or  
 517 unenforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after  
 518 termination or Closing shall survive the same.

519 **30. COLORADO FORECLOSURE PROTECTION ACT.** If the Colorado Foreclosure Protection Act (Act) applies, then a different contract  
 520 that complies with the provisions of the Act is required, and this Contract shall be void and of no effect. The Act generally requires that (1) the  
 521 Property is residential, (2) any loan secured by the Property is at least thirty days delinquent or in default, (3) Buyer does not reside in the Property  
 522 for at least one year and (4) Buyer is subject to the Act. Buyer  Will  Will Not occupy the Property as Buyer's personal residence for at least  
 523 one year. The parties are further advised to consult with their own attorney.

524 **31. NOTICE, DELIVERY, AND CHOICE OF LAW.**

525 **31.1. Physical Delivery.** All notices must be in writing, except as provided in § 31.2. Any document, including a signed document or  
 526 notice, delivered to Buyer shall be effective when physically received by Buyer, any signator on behalf of Buyer, any named individual of Buyer,  
 527 any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery, after Closing, of the notice requesting  
 528 mediation described in § 23) and except as provided in § 31.2 below. Any document, including a signed document or notice, delivered to Seller  
 529 shall be effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller, any representative of Seller,  
 530 or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23) and  
 531 except as provided in § 31.2 below.

532 **31.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written notice may be  
 533 delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No Electronic Delivery. Documents  
 534 with original signatures shall be provided upon request of any party.

535 **31.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the  
 536 State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property located in Colorado.

537 **32. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as  
 538 evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 31 on or before Acceptance Deadline  
 539 Date (§ 2.3) and Acceptance Deadline Time (§ 2.3). If accepted, this document shall become a contract between Seller and Buyer. A copy of this  
 540 document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed  
 541 to be a full and complete contract between the parties.

542 Date: March 17, 2010

543 Buyer's Name: Jennifer A. Leslie

544 Jennifer A. Leslie  
 545 Buyer's Signature

Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_



Address: PO Box 9156 Address: \_\_\_\_\_  
Breckenridge, CO 80424  
 Phone No.: 970-485-4846 Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 Email Address: jenniferaleslie@yahoo.com Email Address: \_\_\_\_\_

546

547 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 33]

Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 Seller's Name: Town of Breckenridge Seller's Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Address: Seller's Signature Address: Seller's Signature  
PO Box 168  
Breckenridge, CO 80424  
 Phone No.: 970-547-3112 Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 Email Address: laurieb@townofbreckenridge.com Email Address: \_\_\_\_\_

548

549

550

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

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Earnest Money Holder is other than the Brokerage Firm identified in § 34 or § 35, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder.

Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  Transaction-Broker in this transaction.  This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other \_\_\_\_\_.

Date: \_\_\_\_\_  
 Brokerage Firm's Name: Summit Combined Housing Authority  
 Broker's Name: Joanne Van Steenberghe  
 \_\_\_\_\_  
 Address: Broker's Signature  
PO Box 188, Breckenridge CO 80424  
 \_\_\_\_\_  
 Phone No.: 970-423-7044  
 Fax No.: 970-423-7045  
 Email Address: joannevs@summithousing.us

551

552

553

**35. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Earnest Money Holder is other than the Brokerage Firm identified in § 34 or § 35, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder.

Broker is working with Seller as a  **Seller's Agent**  **Buyer's Agent**  **Transaction-Broker** in this transaction.  This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** \_\_\_\_\_.

Date: \_\_\_\_\_

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

554

21-  
Wildflower  
Unit 104 B

AFFORDABLE HOUSING RESTRICTIVE COVENANT

THIS AFFORDABLE HOUSING RESTRICTIVE COVENANT ("**Covenant**") is dated December 16, 2009 and is made and executed by the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Town**").

Recitals

A. Town owns the following real property located in Summit County, Colorado:

See the attached *Exhibit "A"*

Also known as 0304 Illinois Gulch Road Unit 104 Building B, Breckenridge, Colorado ("**Property**")

B. Town desires to create a valid and enforceable covenant running with the land assuring that the Property will be purchased, owned, used, occupied, rented, sold, resold, and conveyed in accordance with the terms, conditions, requirements, and limitations of this Covenant.

C. Under this Covenant Town intends and declares that the regulatory and restrictive covenants contained in this Covenant governing the purchase, ownership, use, occupancy, rental, sale, resale, and conveyance of the Property are covenants running with the land and are binding upon all owners of the Property subsequent to the Town for the stated term of this Covenant, unless and until this Covenant is released and terminated by the Town in the manner described in this Covenant.

NOW, THEREFORE, the Town, for itself and its successors and assigns, hereby declares that the Property will at all times be purchased, owned, used, occupied, rented, sold, resold, and conveyed subject to the provisions of this Covenant, which runs with the Property and binds all parties having any right, title, or interest in the Property, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

1. Definitions. As used in this Covenant:

A. "AMI" means the annual median income adjusted for household size as determined by the United States Department of Housing and Urban Development from time to time, or such successor index or figure as said Department may establish.

B. "Affordability Restrictions" means, collectively:

- i. the Income Limits and Pre-Qualification Requirements of Section 2 of this Covenant;
- ii. the Ownership Restrictions of Section 3 of this Covenant;
- iii. the Occupancy Restrictions of Section 4 of this Covenant, and

- iv. the Resale Restrictions of Section 5 of this Covenant.
- C. "Deed of Trust" means the deed of trust described in Section 5(B) of this Covenant.
- D. "Director" means the Director of the Department of Community Development of the Town of Breckenridge, Colorado, or such person's designee.
- E. "Income Limits and Pre-Qualification Requirements" means those limitations and requirements on the ability to purchase the Property as set forth in Section 2 of this Covenant.
- F. "Guidelines" means the Town of Breckenridge Affordable Housing Guidelines including administrative rules and regulations, as amended from time to time by the Town Council following a public hearing.
- G. "Key Employee" means an employee of a business, private organization, or governmental entity providing essential services in Summit County as determined by the Town, including, but not limited to: municipal employees, school district employees, and emergency and medical personnel
- H. "Maximum Allowed Sale Price" means the maximum amount of money for which the Property may be sold by an Owner as set forth in Section 5(A) of this Covenant.
- I. "Note" means an Appreciating Limiting Promissory Note in the form attached to this Covenant as *Exhibit "B"*, or such other form as may be adopted from time to time by the Town which is consistent with the intent of this Covenant.
- J. "Occupancy Restrictions" means those restrictions on the occupancy of the Property as set forth in Section 4 of this Covenant.
- K. "Owner" means a natural person or persons at any time taking and holding title to the Property, and, except as provided in Section 3(B), does not include any entity, whether a corporation, partnership, limited liability company or similar entity which is not a natural person or an individual. Such natural person or persons are an "Owner" under this Covenant only during the period of his, her, or their ownership interest in the Property. "Owner" does not include a person or entity having an interest in the Property solely as security for the performance of an obligation.
- L. "Ownership Restrictions" means those restrictions on the ownership of the Property as set forth in Section 3 of this Covenant.
- M. "Permitted Improvements" means any improvements performed under a special assessment by the homeowner's association with jurisdiction over the Property, energy efficiency improvements as the Town may approve,

and other eligible capital improvements made by the owner that are approved by the Town in accordance with the Town's Guidelines, but does not include any other improvements, upgrades, or work on or expenses incurred in connection with the Property, including, but not limited to, upgrades in appliances or Owner finishes.

- N. "Permitted Improvement Cap" means an amount equal to ten percent (10%) of the original Purchase Price for the Property paid to the Town by the first Owner.
- O. "Property" has the meaning provided in Recital A of this Covenant.
- P. "Purchase Price" means the actual consideration paid by an Owner to purchase the Property.
- Q. "Qualified Occupant" means a person eighteen (18) years of age or older who, during the entire period of his or her occupancy of the Property, earns his or her living by working in Summit County, Colorado an average of at least thirty (30) hours per week, together with such person's spouse and minor children, if any.
- R. "Resale Restrictions" means those restrictions on the resale of the Property by Owners as set forth in Section 5(A).
- S. "Town Clerk" means the Town Clerk of the Town of Breckenridge, Colorado, or such person's designee.
- T. "Town Council" means the Town Council of the Town of Breckenridge, Colorado.
- U. "Upper Blue River Basin" means the Upper Blue River Basin as defined from time to time in the Town's Development Code or other applicable land use regulations.

2. Income Limits; Pre-Qualification Requirements.

- A. This Covenant imposes income limits upon a prospective purchaser of the Property. At the time of purchase an Owner's gross annual household income, excluding the income of minors, cannot exceed one hundred twenty percent (120%) of AMI as defined in this Covenant. Prior to closing on the purchase of the Property, each prospective purchaser of the Property must submit to the Town or its designee for review and approval sufficient competent evidence that the prospective purchaser's income does not exceed the maximum allowed income for the purchase of the Property. The income test applies only at the time of purchase of the Property by an Owner, and does not limit or restrict the Owner's income for the duration of ownership of the Property.
- B. Qualified Occupant Verification. Prior to purchasing the Property a prospective purchaser must submit to the Town or its designee for review

and approval sufficient competent evidence to demonstrate that the prospective purchaser qualifies as a Qualified Occupant as defined in Section 1(Q).

3. Ownership Restrictions.

- A. Except as provided in subsection (B) of this Section, title to the Property may be taken and held only in the name of a natural person or persons, and not in the name of an entity, whether a corporation, partnership, limited liability company or similar entity which is not a natural person or an individual. If title is transferred by means of a public trustee's or sheriff's deed or by a deed in lieu of foreclosure of a deed of trust or mortgage, an entity make take title to the Property but such entity will transfer title subject to the terms and conditions of this Covenant, including specifically, but not limited to, the Affordability Restrictions.
- B. With the prior written consent of the Town, which consent may be recorded, a non-qualifying natural person or entity that owns or operates a business located in and serving the Upper Blue River Basin may purchase the Property; provided, however, that by taking title to the Property, such Owner shall be deemed to have agreed to the rental restrictions set forth in this Covenant. In addition, any Owner who purchases the Property pursuant to special authorization obtained pursuant to this Section B shall rent the Property to a Qualified Occupant as more fully set forth in Section 4(C)(iii) and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

4. Occupancy Restrictions.

- A. Owner Occupancy Requirement. Except as provided in Section 3 (B) of this Covenant the Property will be occupied by the Owner of the Property as his or her primary place of residence.
- B. General Occupancy Restriction. Except as expressly provided in Section 4(C) of this Covenant the Property will be used and occupied only by Qualified Occupants and by no one else.
- C. Exceptions. Notwithstanding the provisions of the preceding Section 4(B), it is not a violation of this Covenant if:
  - i. rooms within the Property are rented to Qualified Occupants sharing the Property with the Owner;
  - ii. the Property is rented for use and occupancy to a Qualified Occupant for a maximum cumulative total of twelve (12) months during the time of ownership by an Owner;
  - iii. if (and only if) the Property is acquired pursuant to the special authorization described in Section 3(B), if the Property is rented

with the consent of the Town to a Qualified Occupant at such monthly rental rate as may be established from time to time by the Town, which monthly rate will not exceed one hundred twenty percent (120%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to the Town in its reasonable discretion);

- iv. the Property is owned or occupied by a person age fifty five (55) years or older who works at paid employment in Summit County, Colorado at least fifteen (15) hours per week on a year-round basis during the entire period of his or her ownership or occupancy of the Property, together with such person's spouse and minor children, if any;
- v. the Property is occupied by a person age sixty two (62) years or older who is no longer a Qualified Occupant because he or she no longer works the required number of hours as described in Section 1(Q), if such person occupied the Property as a Qualified Occupant for a minimum of seven (7) consecutive years prior to ceasing to be a Qualified Occupant;
- vi. the Property is owned or occupied by a person otherwise authorized to own or occupy the Property pursuant to this Covenant who becomes disabled after commencing ownership or occupancy of the Property such that he or she cannot work the required number of hours each week required by this Covenant, provided, however, that such person will be permitted to own or rent the Property for a maximum period of one (1) year following the commencement of such person's disability unless a longer period of ownership or occupancy is authorized by the Town pursuant to Section 4(D); or
- vii. guests visiting a Qualified Occupant and paying no rent or other consideration.

D. Relief In Extraordinary Circumstances. The Director may grant a variance, exception, or waiver from the requirements of this Section 4 based upon the written request of the Owner or prospective Owner of the Property. Such variance, exception, or waiver may be granted by the Director only upon a finding that:

- i. the circumstances justifying the granting of the variance, exception or wavier are unique;
- ii. a strict application of this Section 4 would result in an extraordinary hardship; and

- iii. the variance, exception, or waiver is consistent with the intent and purpose of this Covenant.

No variance, exception or wavier will be granted by the Director if its effect would be to nullify the intent and purpose of this Covenant. In granting a variance, exception, or wavier of the provisions of this Section 4 the Director may impose specific conditions of approval, and will fix the duration of the term of such variance, exception, or waiver. Any Owner or prospective Owner of the Property who is dissatisfied with the decision of the Director with respect to a request for a variance, exception or waiver from the requirements of this Section 4 may appeal the Director’s decision to the Town Council by submitting a written letter of appeal to the Town Clerk within ten (10) days of the date of the Director’s decision. The Town Council will make a final determination of such appeal within forty five (45) days after the Town Clerk’s receipt of the letter of appeal.

5. Resale Restrictions.

A. Resale Price Limit. The Maximum Allowed Sale Price for which the Property may be sold by an Owner will be determined as follows:

- i. The selling Owner’s initial Purchase Price paid for the Property will be the selling Owner’s “Base Price Limit.”
- ii. The Base Price Limit will be increased to reflect a cost of living adjustment for the period of time the selling Owner owned the Property. The Base Price Limit as increased by the cost of living adjustment described below in this Section 5(A)(ii) will be the selling Owner’s “Adjusted Price Limit.” The Adjusted Price Limit will be the lesser of:

The Base Price Limit	X	.0025	X	the number of whole months from the date of an Owner’s purchase to the date of an Owner’s sale of the Property	+	The Base Price Limit <sup>1</sup>	=	ADJUSTED PRICE LIMIT
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OR

The Base Price Limit	X	100% of AMI most recently released prior to the selling Owner’s sale	÷	100% of AMI in effect at the time of the selling Owner’s purchase of the Property <sup>2</sup>	=	ADJUSTED PRICE LIMIT
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<sup>1</sup> The Base Price Limit multiplied by one quarter of one percent (0.25%) multiplied by the number of whole months from the date of an Owner’s purchase to the date of an Owner’s sale of the Property plus the Base Price Limit.



- iii The cost of Permitted Improvements to the Property made by the selling Owner during the selling Owner's period of ownership of the Property will be added to the Adjusted Price Limit in order to finally determine the Maximum Allowed Sale Price; provided, however, that the maximum amount of Permitted Improvements that will be allowed for the Property, regardless of when made, will be subject to the Permitted Improvement Cap. Permitted Improvements made by previous Owners and allowed by the Town will be counted against the Permitted Improvements Cap in determining the amount of Permitted Improvements to be allowed for a selling Owner. In calculating the amount of Permitted Improvements to be allowed under this subsection, only the selling Owner's actual out-of-pocket costs and expenses for labor and materials will be eligible for inclusion, provided, however, that if the selling Owner purchases only materials and does not pay any third party for labor, then such amount to be allowed for Permitted Improvements will include an amount attributable to the selling Owner's personal labor or "sweat equity", which will be determined by: (i) multiplying the amount paid for materials times two (2) as compensation for the selling Owner's personal labor in making the Permitted Improvements; and (ii) adding to such sum the amount paid for materials. To be allowed to recover for Permitted Improvements, a selling Owner must submit to the Town prior to selling the Property a copy of a development permit or other permit and a certificate of occupancy or compliance issued by the Town for the Permitted Improvements that demonstrates that the improvement was made/completed by the Owner during the Owner's period of ownership of the Property, together with copies of invoices, receipts or other similar evidence of the costs and expenses for labor and materials, or materials alone. The Town will provide each selling Owner who makes a proper submission for allowance of Permitted Improvements with a receipt or certificate verifying the amount of allowed Permitted Improvements and, after such receipt or certificate is issued by the Town, no subsequent Owner may challenge the allowed amount of Permitted Improvements as described in the receipt or certificate issued by the Town. Notwithstanding anything contained in this Covenant to the contrary, the amount allowed for a selling Owner's Permitted Improvements will not be subject to the cost of living adjustment provided in Section 5(A)(ii) of this Covenant.
- v. A sales commission actually paid by the Owner to procure a ready, willing, and able purchaser for the Property may be added to the Adjusted

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<sup>2</sup> The Base Price Limit multiplied by a fraction the numerator of which is the 100% of AMI most recently released prior to a selling Owner's sale and the denominator of which is the 100% of AMI in effect at the time of the selling Owner's purchase of the Restricted Unit.

Price Limit, provided that the amount of sales commission to be recovered may not exceed the maximum sales commission allowed in the Guidelines.

**THE PROPERTY MAY NOT BE SOLD FOR AN AMOUNT WHICH IS IN EXCESS OF THE MAXIMUM ALLOWED SALE PRICE AS SET FORTH IN THIS 5(A). ANY AMOUNT RECEIVED BY A SELLING OWNER IN EXCESS OF THE MAXIMUM ALLOWED SALE PRICE WILL BE PAID TO THE TOWN BY THE SELLING OWNER AT THE TIME OF THE SALE OF THE PROPERTY. THE DEFAULT NOTICE PROVISIONS OF SECTION 7 OF THIS COVENANT WILL NOT APPLY TO THE FAILURE OF A SELLING OWNER TO PAY SUCH SUM TO THE TOWN.**

NOTHING IN THIS COVENANT WILL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE TOWN, THE TOWN, OR ANY OTHER PARTY, THAT THE OWNER WILL BE ABLE TO OBTAIN THE MAXIMUM ALLOWED SALE PRICE, AND THE TOWN AND TOWN HEREBY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY THAT MIGHT OTHERWISE BE ALLOWED OR ATTRIBUTED.

- B. Appreciating Limiting Promissory Note and Deed of Trust. At the time of each sale of the Property, beginning with the first such sale by Town to an Owner, the purchaser(s) of the Property will execute a Note, together with a form of Deed of Trust to a public trustee encumbering the Property to secure strict compliance with the terms of the Note. The deed of trust will contain a strict due on sale provision and will be in form and substance acceptable to the Town Attorney of the Town. At the time of each closing of the transfer of title to the Property, a new Note will be executed by the purchaser(s) and delivered to the Town and a new Deed of Trust will be executed by the purchaser(s) and recorded in the Summit County, Colorado real estate records. At the time of closing of each transfer of title to the Property subsequent to the first transfer by Town, the Town will determine whether the transfer complies with the requirements of this Covenant. If the transfer complies with the requirements of this Covenant, the Town will mark the selling Owner's Note as paid and execute a request for release of deed of trust upon verification to the Town, by the title company or other independent agent responsible for closing on the transfer of title to the Property, that the amount paid for the purchase of the Property does not exceed the Maximum Allowed Sale Price or that, if the price exceeds the Maximum Allowed Sale Price, the amount of such excess will be paid to the Town. If title to the Property is transferred without obtaining the release of a Deed of Trust securing a Note in favor of the Town, the Town, among other rights available to it, will have the right to foreclose the Deed of Trust.
- C. Requirement to Market To Key Employees. An Owner desiring to sell the Property shall initially attempt in good faith to sell the Property only to a Key Employee by actively marketing the Property to Key Employees. If, after thirty (30) days of actively marketing the Property to Key

Employees, the Owner has been unable to enter into an acceptable sales contract with a Key Employee, the Property may be sold to a person otherwise meeting the requirements of this Covenant.

6. Records; Inspection; Monitoring.
  - A. An Owner's records with respect to the Owner's use and occupancy of the Property will be subject to examination, inspection, and copying by the Town or its authorized agent upon reasonable advance notice.
  - B. An Owner will submit any information, documents, or certificates requested from time to time by the Town with respect to the occupancy and use of the Owner's Property which the Town reasonably deems necessary to substantiate the Owner's continuing compliance with the provisions of this Covenant. Such information will be submitted to the Town within such reasonable time period as the Town may establish.
7. Default; Notice. If an Owner fails to comply with any provision of this Covenant (other than the failure of a selling Owner to pay to Town the amount required by Section 5(A) of this Covenant), the Town may inform the defaulting or non-complying Owner by written notice of such failure and provide the defaulting or non-complying Owner a period of time in which to correct such failure. If any such failure is not corrected to the satisfaction of the Town within the period of time specified by the Town, which will be at least thirty (30) days after the date any notice to the defaulting or non-complying Owner is mailed, or within such further time as the Town determines is necessary to correct the violation, but not to exceed any limitation set by applicable law, the Town may without further notice declare a default under this Covenant effective on the date of such declaration of default, and the Town may then proceed to enforce this Covenant as hereafter provided.
8. Equitable Relief. If an Owner is in default or is not in compliance with the terms of this Covenant, the Town will have the right of specific performance of this Covenant, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for in this Section may be sought singly or in combination with such legal remedies as the Town may be entitled to, either pursuant to the provisions of this Covenant or under the laws of the State of Colorado.
9. Liquidated Damages. Each Owner acknowledges that the unavailability of adequate affordable housing within the Town of Breckenridge requires the expenditure of additional Town funds to provide required governmental services and thereby results in an economic loss to the Town. Each Owner further recognizes the delays, expense, and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Town in such circumstance. Accordingly, instead of requiring such proof, each Owner agrees that an Owner who violates the Occupancy Restrictions will pay to Town the sum of One Hundred Dollars (\$100) per day for each day in which Property is not used by

such Owner in strict compliance with the Occupancy Restrictions. Such amount is agreed to be a reasonable estimate of the actual damages which the Town would suffer in the event of a violation of the Occupancy Restrictions. The provisions of this Section will not apply to any violation of this Covenant other than a violation of the Occupancy Restrictions. The liquidated damages provided in this Covenant will commence as of the date on which the Property is first used in violation of the Occupancy Restrictions, and not on the date when the Town learns of such violation or on the date when the Town gives notice of default as provided in Section 7. Further, the total amount of liquidated damages payable to the Town under this Section will in no event exceed the then-current value of the Property owned by the defaulting or noncomplying Owner. The liquidated damages provided for in this Section may be collected by the Town personally from the defaulting or noncomplying Owner, either singly or in combination with an action for equitable enforcement of this Covenant as provided in Section 8 of this Covenant.

10. Town Authority To Enforce. The restrictions, covenants and limitations created in this Covenant are for the benefit of the Town which is given the sole power to enforce this Covenant in the manner in this Covenant provided.
11. Waiver; Termination; Modification Of Covenant.
  - A. The Town has the sole and unilateral right to amend the restrictions, covenants, and limitations of this Covenant in order to:
    - i. provide clarification to any provisions of this Covenant which may be unclear or subject to differing interpretations;
    - ii. correct any errors identified in this Covenant; or
    - iii. amend the Affordability Restrictions in any way that makes this Covenant less restrictive on the Owners. The Town's determination that an amendment to this Covenant is authorized by this Section 11(A) is conclusive, and is not be subject to judicial review.
  - B. This Covenant may also be amended by mutual agreement of the Town and any Owner.
  - C. No waiver, modification, or termination of this Covenant will be effective until the proper instrument in writing will be executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado.
  - D. The Town may also terminate this instrument by recording a release in recordable form. For convenience, such instrument may run to "the owner or owners and parties interested" in the Property.
12. Statute of Limitations. Each Owner waives the benefit of, and agrees not to assert in any action brought by the Town to enforce the terms of this Covenant, any

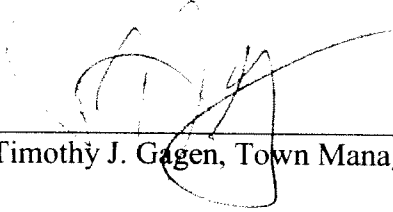
applicable statute of limitation which might otherwise operate to bar the ability of the Town to enforce this Covenant, including, but not limited to, the provisions of §38-41-119, C.R.S., or any successor statute. If any statute of limitations may lawfully be asserted by an Owner in connection with an action brought by the Town to enforce the terms of this Covenant, each and every day during which any violation of the terms of this Covenant occurs will be deemed to be a separate breach of this Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

13. Severability. If any provision of this Covenant is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Covenant and the application thereof will not in any way be affected or impaired thereby.
14. Attorney's Fees. If any action is brought in a court of law by any party to this Covenant concerning the enforcement, interpretation or construction of this Covenant, the prevailing party, either at trial or upon appeal, will be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.
15. Notices. Except as otherwise provided, all notices provided for or required under this Covenant will be in writing, signed by the party giving the same, and will be deemed properly given when actually received or two (2) days after mailed, postage prepaid, certified, return receipt requested, properly addressed to the party to receive such notice. Notices to the Town may be mailed to P.O. Box 168, Breckenridge, Colorado 80424. Notice to an Owner may be sent to the address to which tax notices for the Property are to be sent as reflected in the records of the office of the Treasurer of Summit County, Colorado.
16. Applicable Law. This Covenant is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to conflict of laws principles.
17. Recording. This Covenant will be placed of record in the real property records of Summit County, Colorado.
18. Town of Breckenridge Affordable Housing Guidelines. This Covenant will be interpreted in accordance with the Guidelines; provided, however, that to the extent the Guidelines are inconsistent with this Covenant, this Covenant will control.
19. Binding Effect and Running with the Land. This Covenant is binding upon each Owner of the Property subsequent to the Town. By accepting a deed to the Property each Owner (whether or not expressly stated in such deed), will be deemed to have covenanted and agreed to be bound by and to comply with the terms of this Covenant. Each Owner agrees that this Covenant does not constitute an unreasonable restraint on alienation of the Property or any interests in this Covenant, and that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this Covenant to constitute a

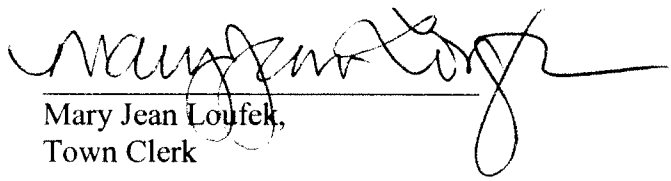
Covenant, and that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this Covenant to constitute a restrictive covenant running with the land are satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that the covenants, conditions, and restrictions set forth in this Covenant run with the land. Each and every contract, deed or other instrument hereafter executed conveying the Property, any portion thereof, or any Property, will expressly provide that such conveyance is subject to this Covenant; provided, however, that the covenants, conditions and restrictions contained in this Covenant will survive and be effective as to successors and assigns of all or any portion of the Property, regardless of whether such contract, deed or other instrument hereafter executed conveying the Property, any portion thereof, provides that such conveyance is subject to this Covenant.

20. Waiver of Homestead. By acceptance of the deed or other instrument of transfer of the Property, each Owner irrevocably waives the homestead exemption provided by Part 2, Article 41, Title 38, Colorado Revised Statutes, as amended.
21. Vesting and Term. The Town's rights and interests under this Covenant are vested immediately and this Covenant, and any amendments hereto, is binding and in full force and effect in perpetuity, unless terminated as provided in Section 11. Each provision contained in this Covenant which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation will continue and remain in full force and effect for the period of twenty one years following the death of the last survivor of the issue of President George W. Bush, and the now living children of said issue, or until this Covenant is terminated earlier by recorded instrument as provided in Section 11.
22. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Covenant.
23. Terminology. Wherever applicable, the pronouns in this Covenant designating the masculine or neuter will equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular will include the plural, and the plural will include the singular.

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By:   
\_\_\_\_\_  
Timothy J. Gagen, Town Manager

ATTEST:

  
Mary Jean Loufek,  
Town Clerk

Town's Address:


P. O. Box 168  
Breckenridge, CO 80424

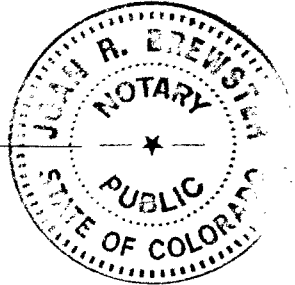
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF SUMMIT     )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2009 by Timothy J. Gagen, Town Manager, and Mary Jean Loufek, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: 5/3/2011

  
Notary Public



My commission expires:  
**May 3, 2011**

**EXHIBIT "A"**  
**TO**  
**AFFORDABLE HOUSING RESTRICTIVE COVENANT**

Description Of Property Subject To The Covenant

Condominium Unit 104, Bldg. B Wildflower Condo II

also known as 0304 Illinois Gulch Road (CR 518) Unit 104 Building B  
Breckenridge Colorado



**EXHIBIT "B"**  
**TO**  
**AFFORDABLE HOUSING RESTRICTIVE COVENANT**

Appreciating Limiting Promissory Note

FOR VALUE RECEIVED, \_\_\_\_\_<sup>Date</sup> (the "**Maker**"), jointly and severally if more than one, promises to pay to the order of the TOWN OF BRECKENRIDGE, P.O. Box 168, Breckenridge, CO 80424 ("**Town**"), upon demand ("**Due Date**"), all sums that become due to Town from Maker after the date of this Note under the Affordable Housing Restrictive Covenant, dated \_\_\_\_\_, 200\_ and recorded \_\_\_\_\_, 200\_ under Reception No. \_\_\_\_\_ of the records of the Clerk and Recorder of Summit County, Colorado (the "**Covenant**").

This Note will not bear interest until the Due Date. If this Note is not paid on or before the Due Date, it will thereafter bear interest at the rate of eighteen percent (18%) per annum from the Due Date until fully paid.

The Maker and any surety, guarantor and endorser of this Note, jointly and severally, hereby waive notice of, and consent to any and all extensions of this Note or any part thereof without notice and each hereby waives demand, presentment for payment, notice of nonpayment and protest, and any and all notice of whatever kind or nature.

The Maker agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Holder in the collection of this Note or any part thereof. If the Deed of Trust securing this Note is foreclosed, the undersigned also agrees to pay all costs and attorney's fees as provided in this Covenant.

No waiver by the Holder of any one or more of the terms and conditions in this Covenant contained will be deemed a waiver of the other terms and conditions in this Covenant contained; nor will any such waiver be considered for any reason as continuing or perpetual in nature.

This Note is secured by a deed of trust on the Property described as **[INSERT LEGAL DESCRIPTION]** according to the Plat thereof filed in the Summit County, Colorado Real Estate Records of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ at Reception No. \_\_\_\_\_.

**THE MAKER'S INITIAL PURCHASE PRICE FOR THE PROPERTY, AS DESCRIBED  
IN THE WELLINGTON NEIGHBORHOOD, PHASE II COVENANT, IS  
\$ \_\_\_\_\_ . SUCH SUM DOES NOT INCLUDE ANY REAL ESTATE  
COMMISSION PAID BY EITHER THE BUYER OR THE SELLER AT THE TIME OF  
MAKER'S PURCHASE OF THE PROPERTY.**

\_\_\_\_\_  
Maker

\_\_\_\_\_  
Maker



## Scheduled Meetings, Important Dates and Events

**Shading indicates Council attendance – others are optional**

*The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge.*

### **MARCH 2010**

Tuesday, March 23; 3:00/7:30pm	Second Meeting of the Month
Wednesday, March 31; 5:30 – 8:00 pm	Friends of the Dillon Ranger District Annual Party – Frisco Recreation Bldg

### **APRIL 2010**

Tuesday, April 13; 3:00/7:30pm	First Meeting of the Month
Tuesday, April 27; 3:00/7:30pm	Second Meeting of the Month
Friday, April 16; 8:00 am	COFFEE TALK at Amazing Grace

### **OTHER MEETINGS**

1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday of the Month; 7:00pm	Planning Commission; Council Chambers
1 <sup>st</sup> Wednesday of the Month; 4:00pm	Public Art Commission; 3 <sup>rd</sup> floor Conf Room
2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday of the Month; 1:30pm	Board of County Commissioners; County
2 <sup>nd</sup> Wednesday of the Month; 12 pm	Breckenridge Heritage Alliance
2 <sup>nd</sup> Thursday of the Month; 5:30pm	Sanitation District
3 <sup>rd</sup> Monday of the Month; 5:30pm	BOSAC; 3 <sup>rd</sup> floor Conf Room
3 <sup>rd</sup> Tuesday of the Month; 9:00 am	Liquor Licensing Authority; Council Chambers
3 <sup>rd</sup> Thursday of the Month; 7:00pm	Red White and Blue; Main Fire Station
4 <sup>th</sup> Wednesday of the Month; 9am	Summit Combined Housing Authority
Last Wednesday of the Month; 8am	Breckenridge Resort Chamber; BRC Offices

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