



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, November 11, 2014; 3:00 PM
Town Hall Auditorium

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.*

3:00-3:10pm	I	<u>PLANNING COMMISSION DECISIONS</u>	2
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		Penalty Assessment Ordinance	16
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4:00-4:30pm	III	<u>MANAGERS REPORT</u>	
		Public Projects Update	82
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6:00pm	VI	<u>EXECUTIVE SESSION - Acquisitions</u>	

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

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: October 22, 2014

Re: Planning Commission Decisions of the October 21, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF October 21, 2014:

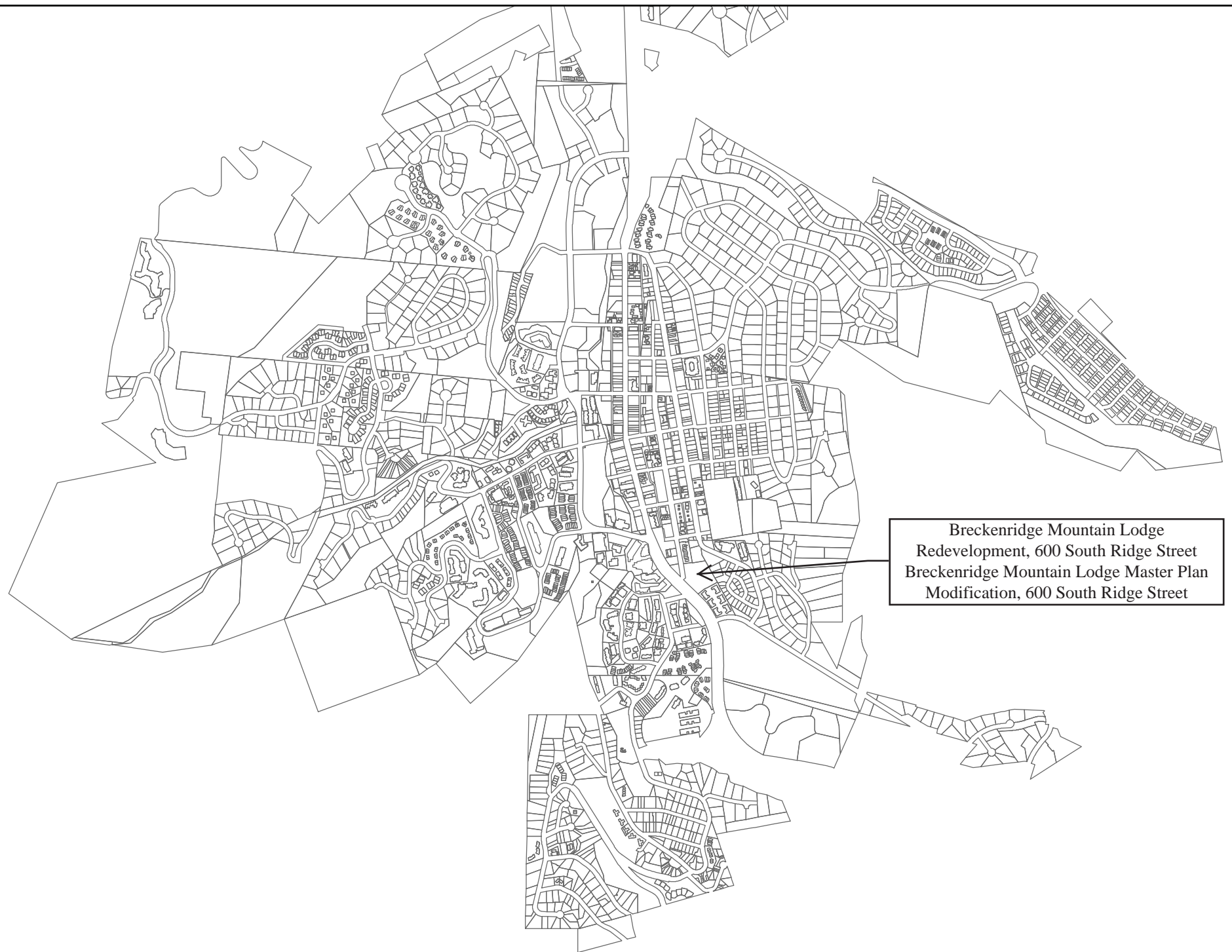
CLASS C APPLICATIONS:
None.

CLASS B APPLICATIONS:
None.

CLASS A APPLICATIONS:
None.

TOWN PROJECT HEARINGS:
None.

OTHER:
None.

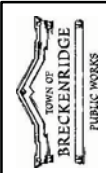


Breckenridge Mountain Lodge
Redevelopment, 600 South Ridge Street
Breckenridge Mountain Lodge Master Plan
Modification, 600 South Ridge Street



Breckenridge South

Town of Breckenridge and Summit County governments
assume no responsibility for the accuracy of the data, and
use of the product for any purpose is at user's sole risk.



PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Eric Mamula Jim Lamb Gretchen Dudney
Kate Christopher Dave Pringle Dan Schroder arrived at 7:05pm
Ben Brewer, Town Council Liaison
Ron Schuman was absent.

APPROVAL OF AGENDA

Ms. Puester announced there would be the election for Planning Commission Chair and Vice Chair for November 2014 through October 2015 under Other Matters.

With no other changes, the October 21, 2014, Planning Commission Agenda was approved as presented.

APPROVAL OF MINUTES

With no changes, the October 7, 2014, Planning Commission Minutes were approved as presented.

TOWN COUNCIL REPORT:

Mr. Brewer:

- GoBreck update which showed continuing positive trend in every category including future bookings into the ski season. They are up double digits going forward.
- Pro Cycling Challenge recap which included statistics on the impact of the event such as international press and media. The media attention is way more than we could have bought.
- Police department awards presentation regarding the capture of a guy who has stolen hundreds of pairs of skis over the years. Ski theft problem should go down because they caught this person.
- The Condo-Hotel ordinance passed on second reading, unanimously passed.
- Multi-hazard mitigation plan was adopted so that we can get federal grant dollars for emergencies, if needed. Recommend that you read the data this plan is incredibly comprehensive.
- We appointed four members to the Planning Commission who are all continuing to serve. The appointments were unanimous.
- Discussed that the Town Council likes to hear the opinions of the Planning Commission even though it may not directly deal with Planning. (Mr. Pringle: This is much appreciated.) (Mr. Lamb: The communication has vastly improved over the last year between Planning Commission and the Town Council.)

PRELIMINARY HEARINGS:

- 1) Breckenridge Mountain Lodge Redevelopment (MM) PC#2014034, 600 South Ridge Street
 - 2) Breckenridge Mountain Lodge Master Plan Modification (MM) PC#2014033, 600 South Ridge Street
- Mr. Mosher presented a proposal to modify the existing Breckenridge Mountain Lodge Area Master Plan (PC#2014033) and one to redevelop Lot 3 of the Breckenridge Mountain Lodge Area (PC#2014034) for a 3-story, 129 room hotel with 330 square feet of internal commercial use. Internal parking is located within the north and south structures with the remainder on the surface mostly surrounded by the building.

Changes from the September 16, 2014 Planning Commission Meeting

1. The number of rooms decreased from 133 to 129 (-4).
2. The number of parking spaces increased from 102 to 112 (+10).
3. The needed Transfer of Development Rights (TDRs) decreased from 19.48 SFEs to 17.67 SFEs.
4. The Ski Shop has been eliminated.
5. A new 3D massing model is included in the packet showing:

- a. New roof forms at the ends and corners.
 - b. Proposed colors and materials.
 - c. Exhibits showing screened parking.
 - d. Revised massing, roof forms and fenestration that addresses the Transition Area design standards.
6. A revised Parking Analysis from Carl Walker, Inc.
 - a. Analysis reflects adjustment in rooms and commercial square footage.
 - b. A revised Parking Management Plan from the applicant.
 7. CDOT feedback based on reduced room count and reduced commercial space.
 8. Updated Landscaping Plan.
 - a. Public Trail Maintenance memo.
 9. Staff has included a draft point analysis.

With this review Staff is seeking direction and comments from the Commission directly related to the Point Analysis. Staff's draft analysis is reflecting a passing score of positive four (+4) points. If the Commission supports or disagrees with any of the Policies identified please refer to the specific policy and associate your comments with the points. Additionally, staff welcomed any Commissioner comments that may need to be added to the analysis. With Commission support, Staff will return with a possible final review.

There are a lot of separate issues that have been addressed in this report for a very complex project. For the sake of clarity for the meeting minutes, please verbally respond referring to the section title and question number. Staff has suggested the following points to this proposal:

Negative Points:

1. (-10 points) Policy 6/R – Building Height – The plans are showing the highest point of the roof (measured to the mean) to be 37-8 1/8". This is more than one-half (1/2) story over the LUGs but no more than one story over the LUG recommendation.
2. (-1 point) Policy 33/R – The plans are showing 1 outdoor gas fire pit.

Positive Points:

1. (+1 point) Policy 6/R - Building Height – for broken, interesting roof forms that step down at the edges.
 - a. Does the Commission believe the roof forms at the four corners and ends step down enough to warrant the positive one point?
2. (+1 point) Policy 15/R – Refuse – Dumpster enclosure incorporated in principal structure.
3. (+2 points) – Policy 18/R – Parking – About 78% of all the parking being provided will be screened from public view.
 - a. Does the Commission believe there is enough screened parking to warrant these positive points?
4. (+2 points) – Policy 22/R – Landscaping – Providing above average landscaping plan.
 - a. Would the Commission suggest positive two (+2) or positive four (+4) points for the landscaping plan?
5. (+3 points) – Policy 24/R – Social Community – over 300% extra amenity space being provided.
 - a. Does the Commission support awarding positive points under this Policy?
6. (+4 points) – Policy 25/R – Transit – Providing a shuttle for guest use.

Additional Questions:

1. Additionally, Staff would welcome any comments regarding the existing Spruce trees near the outdoor pool area. Should these trees be preserved with a large retaining wall or be removed with smaller landscaped retaining walls?
2. Did the Commission believe there is enough site buffering for the proposal?
3. With the proposed changes to the snow stacking area, did the Commission believe the snow stacking is efficient?
4. Did the Commission support the revised hearth room window design on the west elevation?

5. Did the Commission support the transfer of 17.67 SFEs via the Town and County TDR program?
6. Did the Commission support the proposed parking to room ratio of .87 spaces per room?
7. Did the Commission support the proposed parking mitigation plan?
8. Is the Commission supportive of the proposed trail maintenance plan?

Staff believes that, with a preliminary passing score for the Point Analysis, this application may return for a final hearing.

Clarifications on the Packet:

Mr. Matt Stais, Architect for the Applicant, pointed out that meeting and conference rooms is 1 square foot per 35, but on page 18 and page 25 the staff report has a typo error and states that it is 1 square foot per 25. Also, Ms. Puester pointed out that on page 47, the hearth room shows that it is different design and Mr. Mosher agreed as the minor change to the window placement arrived too late for the report. The design is essentially the same with less separation between windows. But, what was presented tonight on the screen is what is currently being submitted.

Applicant Presentation:

Mr. Michael O'Connor:

Thanks to Mr. Mosher and thanks to the Planning Commission for your direction from last meeting on what needed to change. We heard when you said that the parking was not adequate and we made some hard choices to solve this.

Mr. Matt Stais:

First of all, thank you to the Commissioners for re-applying to another term so we didn't have to re-explain our project. The architectural changes were the removal of ski shop, removal of four rooms, enlarged the parking garage, added snow stack, changed windows to be vertical and changed colors, changed roof lines, added porches and detail to south side. The solid to void ratio is better in the hearth room with the new window design.

Ms. Mary Hart:

The main changes from last time are adding the turn lanes at Ridge Street, the increased landscape and sizes. We would like to continue to work with staff to see how this could be recognized with positive points as this is such a benefit for the community. Pointed out the four big 14-foot spruce trees that are proposed. Also, the stepped landscape wall and the buffer at the back. (Mr. Mamula: Are the big spruce that are coming out; can those be replanted elsewhere?) We would like to make this work, but we can't promise it.

Mr. O'Connor: You need a substantial truck to remove such a large tree. It may be very hard to get the truck here as well they are at the top of a very steep wall. (Mr. Pringle: I have questions on the landscaping on the courtyard area which will be used for snowstack.) On Staff's recommendation, we took the trees out of this area and put shrubs in the back and perennials in the front. (Mr. Mamula: The commercial use now will be what?) It will essentially be the lobby bar of about 300 square feet. (Mr. Mamula: The trucks for the vendors use a semi-trailer, so what will the delivery of items for this lobby area be?) The food and drink needs will not need a semi sized load. The bar is like the type that you get a glass of wine, not meals. The kitchen is a warming kitchen, so the deliveries that you need are not significant. It really is only the trash truck that needs to get in there.

Commissioner Questions / Comments

Ms. Christopher: Where are the existing spruce that are mentioned in the packet? (Mr. Mosher pointed out that they were west of the outdoor pool and hot tub area and then pointed out the proposed landscaped terrace walls instead of a large wall preserving the spruce.)

Ms. Dudney: On the walkway on the southern side, is it an irony that we are adding more landscaping that

makes it shadier and possibly icier? (Mr. Mosher: Through a maintenance agreement, the applicant is required to keep it plowed. Additionally, we think the landscaping will look nice for the neighbors for buffering.) If that walkway were to be heated, then that would be significant negative points? (Mr. Mosher: Yes, and there is no Code requirement saying that this needs to be heated.) I have no doubt that parking can't be controlled, especially with the fee; the more expensive to park the fewer people will park. Instead of having an annual meeting, track which guests that have driven up during the key high occupancy months and then decide to raise the prices for parking right away. The hotel operator needs to have same incentive as the Town to control the parking and the town should enforce the 3-hour rule of parking on the street.

Mr. Schroder: Describe what is the meaning of "maintained" on the south trail? (Mr. Mosher: The idea is using a snow-thrower that may make it hard packed and not completely devoid of snow, much like the town trails and sidewalks that exist during our winter months.)

Mr. Lamb opened the hearing to public comment.

Ms. Lynn Crowell, 113 Powder Ridge Drive: In preparation for this meeting, it seems that many points were disregarded from the density perspective and the building height. The total number of hotel rooms is the same as the July meeting. The construction fence will block off the trail. The parking being screened from Ridge Street, the rendering doesn't do a good job of fully representing this; page 67 does a better job of representing what you see southwesterly on Ridge Street. On page 63, you don't see cars in the rendering. I had requested that spruce be planted on our property, but the new plants on the applicant's property may block our view. I don't think they should get landscape points until this happens. I also don't think they should get all the points for the landscape because they can't screen a three story building. According to Policy 7R they should get negative points for not screening. I am concerned about hotel guests hanging out of the windows, making noise and the screening for privacy. Policy 2/R addresses the need for privacy. I do applaud the applicant for the improvements we've seen. I think there should be a few fake balconies installed to break up the south elevation. I don't think the applicant should get 4 positive points for the shuttle because this is necessary for their parking to work. I don't believe that the parking plan will work as it is dependent on a lot of uncontrollables with the assumption that a family would probably want to drive their own car, I priced out the cost of shuttle service versus renting a car and paying for parking. The peak periods in the applicant's memo for the parking plan should be extended for Thanksgiving and Easter in April. The summer season should be extended also into September. The parking plan shows parking cars in the circular area at the entry. Plus the shuttle and the employees will need places to park. I think the comparison of this project in terms of parking to Aspen and Vail is not viable. In summary, a smaller less dense hotel would be more appropriate for this site. For such an important site with the high visibility, it shouldn't just squeak by for positive points.

Mr. Tim Knapp, President of Main Street Junction: There have been a lot of improvements with landscaping and the building structure has been improved. I sent a late letter to Town Staff and the Commission today, but the concerns that we have remain the view that is being taken away by the height of the structure which is also the north mountain views from our property. We will be looking at a building now as opposed to the mountains. Our property is 50% owner occupied. The other concern is the public trail, when our development went in there was a 30-foot wide public easement that was on our property and on this property. We believe with the tightness of this new building and ours that it will be a liability if it isn't maintained. The bottom line is that it will be maintained in the winter by this developer. Main Street Junction will not maintain it because of our exposure to liability. We ask you Commissioners that we be indemnified or that the public trail be moved off of our property and onto the applicant's property. We would also like you to consider making this a heated trail to address the ice buildup. We at Main Street Junction have an alternative route and don't need to use this trail. Please take into consideration the liability that needs to be addressed.

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

Commissioner Questions / Comments

- Mr. Pringle: In reference to the parking agreement on page 20 and mitigation plan; so much of this parking mitigation plan depends on future plans and good faith. I'm bothered that we don't have a fallback position when the hotel gets to crunch time. I don't understand how we get past this. I want to make sure that we can solve when 90-95% of the parking is needed. The other problem I have is that the hotel charging for parking. Also, I do not support any positive points for a hotel shuttle. I don't know why we are giving them positive points for a shuttle that is required for the parking mitigation plan proposed. I understand that we have given positive points for shuttle in the past, but these have been on developments that have had 100% parking. There was always parking there that the development could poach when the times of exceeding the 87%. I don't think the parking mitigation plan is a plan, I think it is based on a lot of good faith from people in the future to make it happen. I like to have a concrete fallback position and plan. I don't support the positive four (+4) points for the shuttle because I believe it is part of the Development Agreement. There are other ways to mitigate it that should be considered. (Mr. Mosher talked about precedent for giving shuttle points. Every project that has proposed a shuttle has received positive 4 points for the service. Even those with a parking study reducing the parking counts. This code provision has been in place for 20+ years. Maybe this should be a Code change topic that the Commission addresses in the future with the Town Council.)
- Mr. Pringle: I believe that we have been too lenient in the past for people to provide a shuttle and get positive four (+4) points. They shouldn't be rewarded in positive points when it is required in the mitigation plan. (Mr. Mosher: I think times change and maybe it wouldn't be an issue if it was modified in the future to positive one (+1) point.)
- Mr. Mamula: I feel the same way. I think if you have to award positive four (+4) points then you should take the negative points for under parking the development. I think that this is the way to handle this.
- Ms. Dudney: I don't agree with these ideas because that as you move into more urban locations there is always less parking. You get some positive points for underparking.
- Mr. Mamula: I think that is not what our code says.
- Ms. Dudney: No, but I think this is an urban setting. I don't agree with this.
- Mr. Mamula: Nowhere in the code does it say that we give positive points for underparking. (Mr. Mosher: We have more meetings for this to be presented and I would like to come back to the parking negative and positive points the next round.)
- Mr. Schroder: I recall a letter last Friday that Tim Berry talked about enforcement. I came into this meeting feeling like the parking was taken out of our hands and was going to be addressed by the Town Attorney and Council. (Mr. Mosher: The development agreement said that we could do the study but was not planned to receive negative points based on the study.)
- Ms. Christopher: No other comments.
- Ms. Dudney: I didn't get to finish my comment. (Mr. Mosher: I did understand what you meant about providing parking and I will address it in the next report.)
- Mr. Mamula: As for the negative points, #1 and #2, yes. As for the positive points, Positive points #1 I agree. #2 I agree. Yes, I think they have handled the roof, and the dumpster is not an issue. #3, I still have questions. #4 I agree, they have difficult situation with their size and the landscaping. Like the Alexandra Storm's property which was over planted, I would be ok with positive four (+4) points as long as everything lives. #5 I agree. Transit points: My problem is the parking side of the equation; the shuttle does work for every development in Town. The problem is that we can't take the points away if you don't provide the shuttle. Existing trees: I'm ok with the smaller retaining walls. Enough site buffering? Yes, there is still too much on the site but you have buffered it as much as you can. I would like to see your building be smaller. Potential negative points. Snow stacking: no problem. I do like the

revised Hearth Room windows. I support the transfer of density as long as everything else works out. I think the proposed parking ratio is much better; I don't agree with multiple comments in the plan where this is comparing us to Aspen. Pay parking does not make me change my mind about staying in the Westin in Denver. To use pay parking as a mitigating factor rings a little hollow for me, because you could always give that money back when you charge. I like the parking better but I'm still not sold. I think the mitigation plan is still too difficult to enforce and also there is no recourse from the town's side when this doesn't work. The proposed trail maintenance plan is great if you are going to maintain it in the winter. I don't think the Town should take over the maintenance of the trail. We don't indemnify other people. The development is better since the last meeting. It is a better product for the town. I still think it is too big and under parked.

Ms. Christopher: I pretty much agree. Negative points: #1 yes. #2 yes. Positive points: #1 yes. #2 yes. #3 Parking: It is better but, I'm still not certain. #4 Southside buffer is lacking because there are aspens only on half and maybe additional spruce would help. Right now, I would support positive two (+2) points but maybe positive four (+4) with more buffering. #5 yes. #6 I agree with Mr. Mamula; would like to see negative points on the parking counts. Positive Points: #1 yes; would like to see trees but retaining walls are better. #2 yes. #3 yes. #4 yes for window. #5 yes. #6 iffy. #7 iffy with the whole parking and mitigation. #8 yes.

Mr. Schroder: Negative points: #1 and # 2, yes. Positive points: #1 yes. #2 yes. #3 yes. #3A is there enough screen yes. #4 yes. #5 yes. #6 yes. Additional questions: remove spruce and yes. #2 yes enough site buffering. #3 snow stack is sufficient. #4 yes. #5 yes. #6 yes. #7 yes parking. #8 yes.

Mr. Pringle: Negative points: #1 and # 2, yes. Positive points: Changing the roof lines was a huge effort and I appreciate the work that you took on fixing that. Positive points: #1 yes. #2 yes. #3 yes. #4 yes, more landscaping is not better landscaping but better landscaping is better. Ms. Hart will provide this. #5 yes. #6 no. Additional questions: #1 smaller walls with a good job on landscaping. #2 site buffering: you have done an adequate job with vertical buffering would like you to take another look at the southern wall to see if you can do something more horizontally, can you give more privacy for your guests and the neighbors? #3 sufficient snow stacking. #4 yes, better Hearth Room. #5, yes I support the transfer of density but not sure if I support the 17.67 SFE's. I agree with Mr. Mamula, I would still whittle this down to make is more comfortable that can reduce parking and buffering issues. If you could get closer to the 100% parking number it takes all this other stuff away as far as our concerns go. You've done a terrific job addressing the architectural concerns and dropping the ski shop was a good idea. #6, trail maintenance, this may be something that you will have to take care of and this could be tricky. Regarding 7/R is there an issue here? We are still talking about whether or not we have enough parking, I think this topic would go away if there was less density on the site. Density was a bonus consideration, but this is not guaranteed that they get it. Maybe if we have more of a horizontal landscaping buffer along the south property line.

Ms. Dudney: Negative points: #1 agree. #2 agree. Positive Points: #1 agree. #2 agree. #3 agree. #4 agree. #5 agree. #6 agree. Additional questions: #1 agree with Staff on smaller retaining wall. #2 enough buffering; yes. #3 snow stacking yes. #4 like window. #5 agree. #6 agree. #7 agree. #8 agree. However, I would like to further explain where I stand on the parking concerns. I applaud that this is a conventional hotel that is going into Town. There has to be a minimum number of rooms and parking to make a hotel work properly and to the reservations work. I think the design is outstanding for what they have had to work with and I think it will look terrific on the corner. One of the overall goals of the Town should be to reduce the number of cars visiting to not increase the number of cars. This is typically done in every major city. Staying at a hotel is not a spontaneous decision. You have to make a reservation in advance. So you will always see that the hotel includes costs to park a car. The hotel sites are very

limited in big cities, \$80 a night for parking might incentivize guests to park elsewhere. The recourse for the Town is to make sure to tow away people that are overstaying on the Town streets.

Mr. Lamb: Negative points: #1 and #2 agree. Positive points: #1 yes. #2 yes. #3 Parking see comment below. #4 landscaping yes. I don't think bigger is better, I'm leaning to positive four (+4) for the landscaping; you are where you need to be. #5 yes. #6 yes. Additional questions: #1 No one wants to see a 15-foot wall. #2 site buffering is good. #3 snow stacking should work. #4 Hearth Room is a huge improvement. #5 I agree in theory with site. But project is still very big, and there are problems with the parking. I think you are hearing with this group, that there is a lot of discomfort with the parking plan, if the density/intensity could come down you would have a better parking plan. Trail maintenance: I'm ok with this. On the pay parking, I'm not sure just charging for parking is going to solve it. Charging a parking fee won't mitigate the problem. If we could get the parking plan to be something that we are more comfortable with it will be easier. (Mr. O'Connor: This parking problem isn't your problem it is my problem. If we can valet park this site you can put 137 cars on this site. As we are looking at the next iteration, we will address. This hotel cannot and will not tax the parking of the Town. If this moves the needle with the Planning Commission.)

OTHER MATTERS:

Ms. Puester: We will now have the election for Planning Commission Chair and Vice Chair for the period of November, 2014 through October, 2015. Do I hear any nominations?

Mr. Lamb: Normally the Vice Chair would be nominated for the Chair position but Ms. Christopher indicated she would prefer to continue as Vice Chair for another term.

Ms. Dudney: I think it is very important for the Chair that whenever there is a complicated issue that they go to the Town Council meeting to help represent the Commission.

Mr. Lamb: I agree; it shows that we care and that we are present to help clarify.

Mr. Mamula: As long as it is strictly policy and not an application. It can only be final decision. You can't talk to the Council unless it has been voted on.

Ms. Dudney: This is important when there is an opinion on an item that can be discussed.

Mr. Lamb: This is important when it can be misrepresented in the Summit Daily News.

Mr. Pringle: If you go only on what is printed in the Summit Daily News then you may be woefully misinformed.

Mr. Pringle made a motion to nominate Mr. Mamula for the position of Planning Commission Chair. Ms. Dudney seconded, and the motion was carried unanimously (6-0).

Mr. Pringle made a motion to nominate Ms. Christopher for the position of Planning Commission Vice Chair. Mr. Mamula seconded, and the motion was carried unanimously (6-0).

ADJOURNMENT:

The meeting was adjourned at 9:05 pm.

Jim Lamb, Chair

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: November 5, 2014

Re: Planning Commission Decisions of the November 4, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF November 4, 2014:

CLASS C APPLICATIONS:

None.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

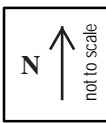
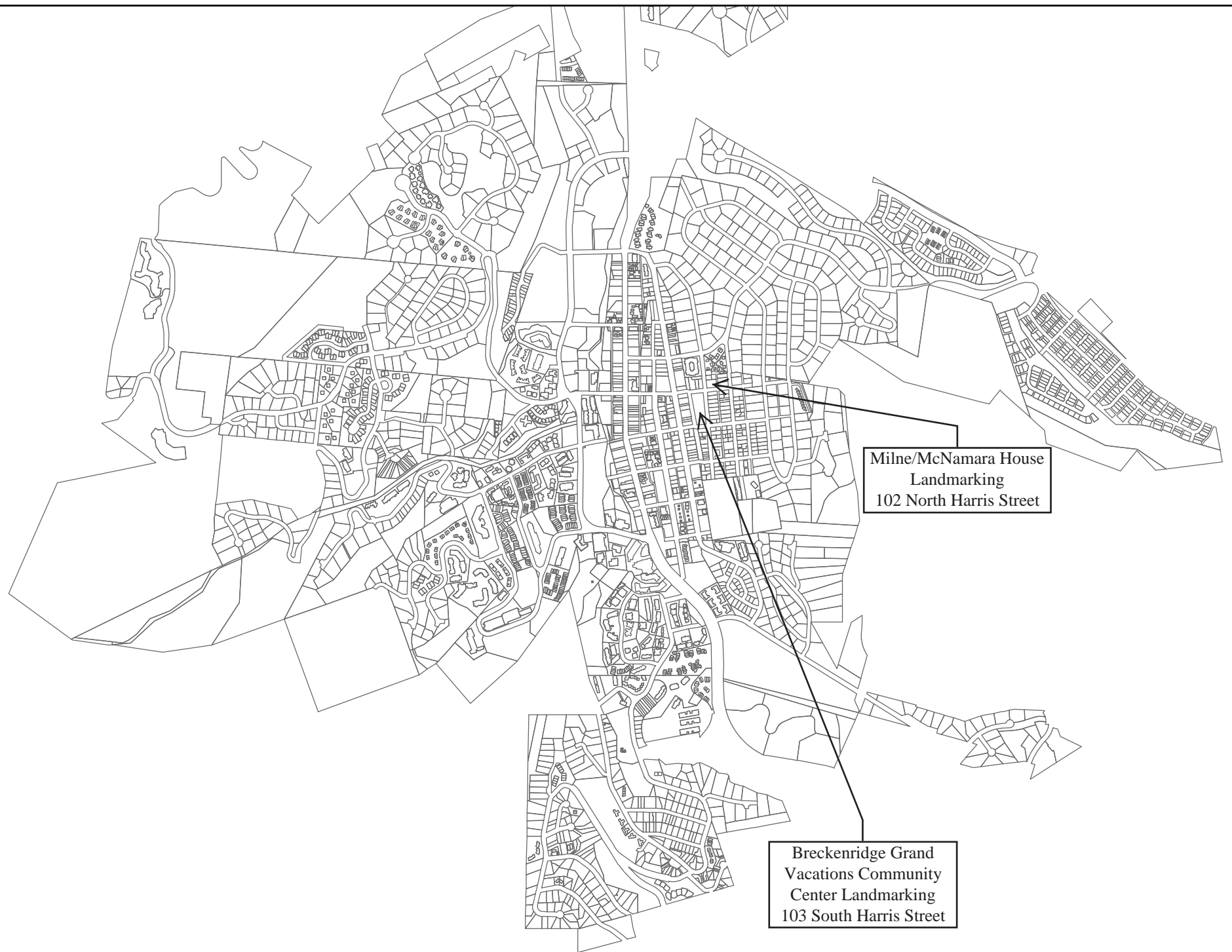
None.

TOWN PROJECT HEARINGS:

None.

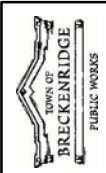
OTHER:

- 1) Breckenridge Grand Vacations Community Center Landmarking (Lot 1-9, Block 2, Yingling & Mickles Addition Subdivision) PC#2014082, 103 South Harris Street
Recommendation the Town Council adopt an ordinance Landmarking this property.
- 2) Milne / McNamara House Landmarking (Lot 3-4, Block 8, Yingling & Mickles Addition Subdivision) PC#2014081, 102 North Harris Street
Recommendation the Town Council adopt an ordinance Landmarking this property.



Breckenridge South

Town of Breckenridge and Summit County governments assume no responsibility for the accuracy of the data, and use of the product for any purpose is at user's sole risk.



Milne/McNamara House
Landmarking
102 North Harris Street

Breckenridge Grand
Vacations Community
Center Landmarking
103 South Harris Street

PLANNING COMMISSION MEETING

The meeting was called to order at 7:00 pm

ROLL CALL

Eric Mamula Jim Lamb Gretchen Dudney
Kate Christopher Dan Schroder Ron Schuman
Dave Pringle arrived at 7:19pm. Ben Brewer, Town Council Liaison, was absent.

APPROVAL OF AGENDA

With no changes, the November 4, 2014, Planning Commission Agenda was approved as presented.

APPROVAL OF MINUTES

With no changes, the October 21, 2014, Planning Commission Minutes were approved as presented.

WORKSESSIONS:

Commissioner Comments before the Worksession:

Mr. Schuman: I manage Gold Creek Condos and we will potentially be contracting with AT&T for a future cell site so I will recuse myself as there is potential financial gain for my company.
Mr. Mamula: I think that is a good idea. (Commissioner Schuman left the meeting.)
Ms. Dudney: Is there any reason to change the order of the agenda so he can just leave?
Mr. Mamula: I think there are people who will be here later so we need to leave the agenda as is.

1) Wireless Communication Facilities (JP)

Ms. Puester presented. Wireless facilities are necessary for providing residents, businesses, visitors and emergency services with adequate data capacity for wireless devices. At the October 7 meeting, the Planning Commission discussed the proposed wireless facilities ordinance. Furthering the knowledge of staff and the Planning Commission, the October 10 Planning Commission Retreat was in part to view the Town of Vail's town-wide Distributed Antenna System (DAS). A town-wide DAS system seemed to appeal to staff and some of the Commissioners. Staff will continue to explore the feasibility of a similar system in Breckenridge.

Staff has worked with the Town Attorney to develop an ordinance intended to provide design standards, address height and density related to such structures and installations, and create a review process which incentivizes what we want to see.

The primary issues addressed in the ordinance include:

- A simpler Class D review process as an incentive for locations, types and design of facilities which are preferred (e.g. Outside of the Conservation District; collocation; under 35 feet in height; and/or DAS).
- A Class A process for WCFs which are not in a preferred location and design.
- Location Criteria to address preferred Land Use Districts and Overlay Districts. Non-preferred locations must include proof that there is a significant gap in coverage for the area (to be verified by a third party hired by the Town).
- Design Standards (Section G) which include a requirement for all WCFs to be camouflaged and concealed; preferences for collocation; roof or wall mounted over freestanding; concealed with compatible design in the rights of ways; and paint and textured to match the support structure.
- Compliance Report required to ensure Federal Communication Commission (FCC) compliance within 30 days of installation.
- Abandonment and Removal provisions requiring the notification and removal of WCFs abandoned within 120 days.

Staff would like to hear from the Planning Commission on whether the primary issues are adequately addressed.

Commissioner Questions / Comments

- Mr. Mamula: On page 22, there is no mention in the ordinance about the Town hiring a third party and charging it back. (Ms. Puester: It is in another section which...) (Mr. Truckey: It is on page 24.)
- Mr. Schroder: I found myself in a cloud reading this, it is a long read but glad we are making this issue a priority.
- Mr. Mamula: What is the date we will use on page 28 where it is blank? (Ms. Puester: It will be 30 days after the second reading.)
- Ms. Dudney: I support it; I think it is good we are doing this.
- Mr. Schroder: I'm glad we've taken this topic and made a priority. Thanks.
- Ms. Christopher: Way to write a good, thorough ordinance really fast.
- Mr. Lamb: I have no issues with it.
- Mr. Mamula: I also have no issues; I would like to see the Class D's afterwards at least for the first few.
- Ms. Dudney: Like we do with subdivisions?
- Mr. Mamula: I would like to see the first couple so that we can see how it is progressing. So that we can see the locations and details.
- Ms. Dudney: Isn't it always at the discretion of the Director if we see it? (Ms. Puester: Yes, if staff is not comfortable with an application at staff level, we would elevate it to the Commission.)

TOWN COUNCIL REPORT: Mr. Brewer is absent so there was no report.

OTHER MATTERS:

Mr. Mamula requested that Mr. Schuman be brought back into the meeting. (Mr. Schuman returned.)

- 1) Breckenridge Grand Vacations Community Center Landmarking (Lot 1-9, Block 2, Yingling & Mickles Addition Subdivision) (JP for MM) PC#2014082, 103 South Harris Street

Ms. Puester presented on behalf of Mr. Mosher. This proposal is to landmark the Breckenridge Grand Vacations Community Center at 103 South Harris Street, which was constructed in 1908-1909, satisfying requirement of being a minimum of 50 years old. The Mission Revival style building was erected in 1908-1909 and served as the Breckenridge Schoolhouse from that time until 1961. The design of the Breckenridge Schoolhouse was originally awarded to an architect named Rosenberg (given name unknown), but was re-let to Eagleton and Mountjoy after Rosenberg became ill, as reported by the Breckenridge Bulletin on August 8, 1908. The property demonstrates superior craftsmanship or high artistic value. Initial plans called for the building to be constructed of "cement block"; however, after Eagleton and Mountjoy were hired, they instead designed the building with red brick walls supported by a stone foundation. The design of this building in the Commercial Core Character Area is representative of the wood-frame, false-front design of Breckenridge. The school's construction contract was awarded to the Ladd-Sanger Construction Company of Denver, which also received the contract to build the Summit County Courthouse the following year. The property is a significant historical remodel. The original front wing of the Breckenridge Schoolhouse was completed in February of 1909. The property is associated with a notable person or the work of a notable person. The property enhances the sense of identity of the community. The property is an established and familiar natural setting or visual feature of the community.

With every possible option listed above qualifying for local landmarking, Staff believes that the required criteria have been met with this application and the building can be recommended for local landmarking.

The Planning Department suggested the Planning Commission recommend that the Town Council adopt an ordinance to Landmark the Breckenridge Grand Vacations Community Center (Red Brick Schoolhouse, PC#2014082), based on its age, proposed restoration efforts, and the fulfillment of criteria for Social, Architectural, and Physical Integrity significance as stated in Section 9-11-4 of the Landmarking Ordinance.

Commissioner Questions / Comments

Ms. Dudney: Did we not landmark it in March? (Ms. Puester: No, it did not go through then. We would take this through the ordinance process next.)

Mr. Mamula opened the meeting to public comment. There was no public comment.

Ms. Dudney made a motion to recommend the Town Council adopt an ordinance landmarking the Breckenridge Grand Vacations Community Center (Lot 1-9, Block 2, Yingling & Mickles Addition Subdivision), PC#2014082, 103 South Harris Street. Mr. Schuman seconded, and the motion was carried unanimously (7-0).

2) Milne/McNamara House and Eberlein House Landmarking (Lot 1-3, Block 8, Yingling & Mickles Addition Subdivision) (MGT) PC#2014081, 100-102 North Harris Street

Mr. Thompson presented a proposal to landmark the Milne/McNamara and Eberlein houses at 100 and 102 North Harris Street. The homes were built in the late 1870s and early 1880s, satisfying the minimum 50 years old requirement. The McNamara/Milne and Eberlein Houses are historically significant for their association with Breckenridge's residential development dating from the time of their construction in the late 1870s and early 1880s. The properties are associated with a notable person or the work of a notable person. William Eberlein was elected Summit County Assessor in the fall of 1876 and John McNamara served as the deputy Clerk and Recorder of Summit County in 1880. The Milne/McNamara House is on its original location. The Milne/McNamara House and the Eberlein House have been accurately reconstructed or restored based on documentation.

The Planning Department suggested the Planning Commission recommend the Town Council adopt an ordinance to landmark the Milne/McNamara House and the Eberlein House located at 100 and 102 North Harris Street, PC#2014081, based on the fulfillment criteria for architectural and physical integrity significance as stated in Section 9-11-4 of the Landmarking Ordinance.

Commissioner Questions / Comments

Mr. Pringle: Commented about the previous owner and history of the Eberlein House relocating.

Mr. Mamula opened the meeting to public comment. There was no public comment.

Ms. Christopher made a motion to recommend the Town Council adopt an ordinance landmarking the Milne/McNamara House and the Eberlein House (Lot 1-3, Block 8, Yingling & Mickles Addition Subdivision), PC#2014081, 100 and 102 North Harris Street. Mr. Schuman seconded, and the motion was carried unanimously (7-0).

OTHER MATTERS:

Mr. Mamula: The Arts District paint job where we have different colors on different walls. There are four colors; this doesn't meet code. We wouldn't want anyone else to do this. (Mr. Grosshuesch: We have been in conversation with them about this and it will be corrected.)

ADJOURNMENT:

The meeting was adjourned at 7:30 pm.

Eric Mamula, Chair



MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Chief of Police
Date: November 4th, 2014
Subject: Penalty Assessment Notices & Authority of Community Service Officers

The second reading of the ordinance amending the Town's Penalty Assessment Notices & Authority of Community Service Officers is scheduled for the Council meeting on November 11th. There are no changes for second reading.

Tim Berry and Rick Holman will be available at the November 11th meeting to answer questions.

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

2
3 **NO CHANGE FROM FIRST READING**

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

7
8 COUNCIL BILL NO. 36

9
10 Series 2014

11
12 AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING
13 PENALTY ASSESSMENT NOTICES AND THE AUTHORITY OF COMMUNITY SERVICE
14 OFFICERS

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

17
18 Section 1. Section 1-8-12(K) of the Breckenridge Town Code is amended to read as
19 follows:

20
21 **K. Penalty Assessment and Municipal Court Procedure.**

22
23 1. **Except as provided in Subsection (K)(2), below, any offense described in this**
24 **Code as an infraction may be written using a penalty assessment procedure if**
25 **the offense is listed on the Municipal Judge's list of designated violations the**
26 **penalties for which may be paid at the office of the Municipal Court Clerk as**
27 **described in Rule 210(b)(5) of the Colorado Rules of Municipal Court**
28 **Procedure.**

29 2. **The penalty assessment procedure may not be used for:**

30 A. **Any violation of this Code that is not listed on the Municipal Judge's list of**
31 **designated violations the penalties for which may be paid at the office of the**
32 **Municipal Court Clerk;**

33 B. **Offenses resulting in an accident causing personal injury, death, or appreciable**
34 **damage to the property of another;**

35 C. **Reckless driving;**

36 D. **Exceeding the speed limit by more than twenty-four miles per hour; or**

37 E. **Exhibition of speed or speed contest.**

- 1 3. Penalty assessment procedures shall not apply where the defendant is charged
2 with two (2) or more violations, any one (1) of which is a criminal violation
3 requiring a court appearance.
- 4 4. The Municipal Judge shall establish appropriate practices and procedures for
5 infraction cases involving minor defendants under the age of eighteen (18) years.
- 6 5. At the time a person is charged with an infraction for which a penalty
7 assessment notice may be issued as provided in this Section (K) the defendant
8 may be issued or tendered a penalty assessment notice in accordance with the
9 following procedures:
- 10 A. A penalty assessment notice shall be signed and served on or tendered to the
11 defendant and shall contain the information required to be contained in a
12 municipal summons and complaint by Rule 204 of the Colorado Municipal
13 Court Rules of Procedure; the fine or penalty specified by the Municipal Judge
14 in the schedules adopted pursuant to Rule 210(b)(5) of the Colorado Municipal
15 Court Rules of Procedure for the violation charged, and the surcharge, costs,
16 and other applicable fees; and the date the penalty assessment notice is served on
17 the defendant. The notice shall direct the defendant to appear in the Municipal
18 Court on a specified date, time, and place in the event the prescribed fine or
19 penalty, surcharge, costs, and applicable fees are not paid. The notice shall also
20 contain any additional information that is required to convert the penalty
21 assessment notice into a summons and complaint should the fine or penalty,
22 surcharge, costs, and applicable fees not be paid within the time allowed.
- 23 B. The date and time specified in the penalty assessment notice for an appearance if
24 the defendant fails to pay the penalty shall be at least thirty (30) days and not
25 more than ninety (90) days after the date the penalty assessment notice is issued.
- 26 C. One copy of the penalty assessment notice shall be served upon the defendant,
27 and the remaining copy shall be filed with the Clerk of the Municipal Court.
- 28 D. If the defendant refuses to accept service of the penalty assessment notice when
29 such notice is tendered, the officer shall issue a summons and complaint in
30 accordance with the Colorado Municipal Court Rules of Procedure.
- 31 E. The fine or penalty, surcharge, costs, and applicable fees may be paid by the
32 defendant at the office of the Clerk of the Municipal Court, either in person or
33 by postmarking such payment within twenty (20) days from the date the penalty
34 assessment notice is served upon the defendant.
- 35 F. A defendant who does not furnish satisfactory evidence of identity or who the
36 officer has reasonable and probable grounds to believe will disregard the
37 summons portion of such notice may be issued a penalty assessment notice only
38 if the defendant consents to be taken by the officer to the nearest mailbox and to

1 mail the amount of the fine or penalty, surcharge, costs, and applicable fees to
2 the Clerk of the Municipal Court.

3 G. Acceptance of a penalty assessment notice and payment of the prescribed fine or
4 penalty, surcharge, costs, and applicable fees to the Clerk of the Municipal
5 Court shall be deemed a complete satisfaction for the violation, and the
6 defendant shall be given a receipt which so states when such fine or penalty,
7 surcharge, costs, and applicable fees are paid in currency or other form of legal
8 tender.

9 H. Should the defendant accept service of the penalty assessment notice but fail to
10 pay the prescribed fine or penalty, surcharge, costs, and applicable fees within
11 twenty (20) days after service of the notice, the penalty assessment notice shall be
12 converted into and construed to be a summons and complaint, and the defendant
13 shall appear at the Municipal Court on the date and time specified in the notice
14 and answer the complaint against him or her. The case shall thereafter be heard
15 in the Municipal Court.

16 I. If the defendant fails to appear on the date and time specified in the penalty
17 assessment notice and answer the complaint, or if the defendant appears and
18 answers that he or she is liable for the alleged violation, judgment shall be
19 entered against the defendant in accordance with such procedures as may be
20 established by the Municipal Judge.

21 J. If the defendant denies the allegations in the penalty assessment notice or
22 complaint, a final hearing shall be held before the Municipal Court.

23 K. If judgment is entered against a defendant, he or she shall be assessed the fine or
24 other penalty specified in the penalty assessment notice, plus any applicable
25 surcharge, costs, and fees.

26 L. In no event shall a bench warrant be issued for the arrest of any person who fails
27 to appear for a final hearing on an infraction charged under this Code. The
28 entry of judgment and assessment of the fine or penalty, surcharge, costs, and
29 applicable fees as provided herein shall constitute the sole penalties for failure to
30 appear for the final hearing, or for being found liable for the violation.

31 M. In the event of a conflict between the penalty assessment requirements and
32 procedure described in this Section (K) and the penalty assessment procedure
33 set forth in Chapter 1 of Title 7 of this Code concerning the Town's Traffic
34 Code, the provisions of Chapter 1 of Title 7 shall control.

35 Section 2. The caption of Section L of Section 1-8-12 of the Breckenridge Town Code is
36 amended to read "L. Enforcement of Default Judgment."
37

38 **Note: The referenced caption currently reads as follows: "L. Default of Judgment."**

1
2 Section 3. Section 2-1-6(A) of the Breckenridge Town Code is amended to read as
3 follows:
4

5 A. Any duly appointed community service officer of the police department is authorized,
6 as part of his or her duties, to issue a summons and complaint, penalty assessment notice,
7 or other appropriate citation into the Municipal Court for any alleged violation of any
8 ordinance or code of the Town of Breckenridge, except an alleged violation of Title 6,
9 Chapter 3, Articles A through ~~HI~~ of this Code; **provided that a duly appointed**
10 **community service officer is authorized to issue a summons and complaint, penalty**
11 **assessment notice, or other appropriate citation into the Municipal Court for an**
12 **alleged violation of Section 6-3B-12 (Parking Motor Vehicle On Private Ground);**
13 **Section 6-3B-18 (Unlawful Use of Skiing Facilities); Section**
14 **6-3H-2 (Distribution of Handbills) and Section 6-3H-5 (Riverwalk Restrictions).** To
15 the extent permitted by law, and for the sole purpose of issuing Municipal Court
16 summons and complaints, penalty assessment notices or other citations as authorized by
17 this ~~paragraph~~**section**, a community service officer shall be deemed to be a peace officer
18 duly authorized law enforcement officer within the meaning of Rule 203(d) of the
19 Municipal Court Rules of Procedure.
20

21 Section 4. Section 2-1-6(B) of the Breckenridge Town Code is deleted.
22

23 **Note:** The deleted Section reads as follows:
24

25 B. Any duly appointed community service officer of the police department is
26 authorized, as part of his or her duties, to issue a summons and complaint, penalty
27 assessment notice, or other appropriate citation into the Summit County court for
28 any alleged violation of the state traffic laws. To the extent permitted by law, and
29 for the sole purpose of issuing county court summons and complaints, penalty
30 assessment notices or other citations as authorized by this subsection, a
31 community service officer shall be deemed to be a peace officer, level III, as
32 defined by section 18-1-901(3)(I)(IV), Colorado Revised Statutes.
33

34 Section 5. Section 6-3I-9(B) of the Breckenridge Town Code is amended to read as
35 follows:
36

37 B. At the time that any person is arrested for the commission of a violation of Section 6-
38 3I-3 (Unlawful Possession of Marijuana), Section 6-3I-4 (Open and Public Consumption
39 or Use of Marijuana), (6-3I-6 (Unlawful Transfer of Marijuana to Person Twenty-One
40 Years of Age or Older), or Section 6-3I-7 (Open Containers of Marijuana Prohibited) the
41 arresting officer may offer to give a penalty assessment notice to the defendant. ~~Such~~
42 ~~penalty assessment notice shall contain all the information required of a summons under~~
43 ~~the Colorado municipal court rules of procedure. The fine or penalty specified by the~~
44 ~~municipal judge in the schedules adopted pursuant to rule 210(b)(5) of the Colorado~~

1 municipal court rules of procedure for the violation charged and the surcharge thereon
2 may be paid at the office of the clerk of the municipal court, either in person or by
3 postmarking such payment within twenty (20) days from the date the penalty assessment
4 notice is served upon the defendant. A defendant who does not furnish satisfactory
5 evidence of identity or who the officer has reasonable and probable grounds to believe
6 will disregard the summons portion of such notice may be issued a penalty assessment
7 notice only if the defendant consents to be taken by the officer to the nearest mailbox and
8 to mail the amount of the fine or penalty and surcharge thereon to the department.
9 Acceptance of a penalty assessment notice and payment of the prescribed fine or penalty
10 and any applicable surcharge thereon to the clerk of the municipal court shall be deemed
11 a complete satisfaction for the violation, and the defendant shall be given a receipt which
12 so states when such fine or penalty and surcharge thereon is paid in currency or other
13 form of legal tender. Checks tendered by the defendant to and accepted by the clerk of
14 the municipal court and on which payment is received by the clerk of the municipal court
15 shall be deemed sufficient receipt. **The provisions of Section 1-8-12(K) of this Code**
16 **shall apply to such penalty assessment notice.**
17

18 Section 6. Except as specifically amended hereby, the Breckenridge Town Code, and the
19 various secondary codes adopted by reference therein, shall continue in full force and effect.
20

21 Section 7. The Town Council hereby finds, determines and declares that this ordinance is
22 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
23 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
24 thereof.
25

26 Section 8. The Town Council hereby finds, determines and declares that it has the power
27 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
28 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.
29

30 Section 9. This ordinance applies to any violation of the Breckenridge Town Code
31 occurring on or after the effective date of this ordinance.
32

33 Section 10. This ordinance shall be published and become effective as provided by
34 Section 5.9 of the Breckenridge Town Charter.
35

36 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
37 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
38 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
39 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
40 Town.
41

42 TOWN OF BRECKENRIDGE, a Colorado
43 municipal corporation
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By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

Memorandum

TO: Town Council

FROM: Tom Daugherty, Public Works Director

DATE: 11/3/2014

RE: 2015 Water Rate Ordinance

As discussed at the budget retreat, the attached water rate ordinance adjusts the rates and usage allowance as follows:

1. The Plant Investment Fee (PIF) will increase by 10% for years 2015, 2016 and 2017 and will then go back to the 5% per year.
2. The usage allowance will go down from 12,000 gallons per SFE per billing period (2 months) to 10,000 gallons per SFE per billing period for residential uses. The usage allowance for non-residential uses will not change.
3. The base water rate will increase by 5%. The residential rate will increase from \$31.25 per SFE per billing period to \$32.81 per SFE per billing period and non-residential uses will follow the table outlined in the ordinance.
4. The excess rate will increase from \$3.11 per 1,000 gallons to \$5.00 per thousand gallons.
5. The billing statement fee will increase from \$10 to \$15 which is applied to bills that are printed and mailed.

This ordinance will take effect at the beginning of 2015. The rate changes for 2016 and beyond are subject to Council review and approval at each budget period. Staff will be available to answer any questions.

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

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2014

9
10 AN ORDINANCE AMENDING TITLE 12 OF THE BRECKENRIDGE TOWN CODE
11 CONCERNING THE MUNICIPAL WATER SYSTEM OF THE TOWN EFFECTIVE
12 JANUARY 1, 2015; MODIFYING THE AMOUNT OF ANNUAL INCREASE OF THE
13 TOWN’S PLANT INVESTMENT FEE FOR YEARS 2015, 2016, AND 2017; PROVIDING
14 FOR A DECREASE IN THE BASE WATER ALLOWANCE FOR RESIDENTIAL WATER
15 USERS; AND PROVIDING FOR AN INCREASE IN CERTAIN MUNICIPAL WATER FEES
16 AND CHARGES

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

20
21 Section 1. The Town Council of the Town of Breckenridge finds and determines as
22 follows:

23
24 A. The Town of Breckenridge is a home rule municipal corporation organized and
25 existing pursuant to Article XX of the Colorado Constitution.

26 B. On April 1, 1980 the people of the Town of Breckenridge adopted the Breckenridge
27 Town Charter.

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

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

32
33 D. Section 13.1 of the Breckenridge Town Charter further provides that “the right of the
34 town to construct . . . any public utility, work or way, is expressly reserved.”

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

38 F. Pursuant to the authority granted by the Breckenridge Town Charter and Section 31-
39 35-402(1)(b), C.R.S., the Town owns and operates a municipal water system.

40
41 G. Section 13.3 of the Breckenridge Town Charter provides that “(t)he council shall by

1 ordinance establish rates for services provided by municipality-owned utilities.”

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

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

10

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

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

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

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

28 M. The increase in the amount of the annual increase of the Plant Investment Fee for the
29 years 2015, 2016, and 2017 imposed by this ordinance accomplishes the Town’s goals and
30 objectives of raising revenue that will be required in the future to expand and replace the Town’s
31 water system.

32 Section 2. Effective January 1, 2015, Section 12-4-4 of the Breckenridge Town Code is
33 amended to read as follows:

34

35 12-4-4: PLANT INVESTMENT FEE; AUTOMATIC ANNUAL
36 ADJUSTMENT:

37

38 On January 1 of each year, commencing in 2007, the amount of the PIF to be paid
39 to the town pursuant to section 12-4-3 of this chapter shall be increased by an
40 amount equal to five percent (5%) of the previous year’s PIF: provided,

1 **however, that for the years 2015, 2016, and 2017 the amount of the PIF to be**
2 **paid to the town pursuant to section 12-4-3 of this chapter shall be increased**
3 **by an amount equal to ten percent (10%) of the previous year's PIF.** The
4 increased PIF rate shall apply to all applications for water service that have not
5 been fully paid by the effective date of such rate increase. Not later than thirty
6 (30) days after the PIF is adjusted each year as provided in this section, the town
7 clerk shall cause to be published a public notice setting forth the amount of the
8 adjusted PIF. Such notice shall be published one time in a newspaper of general
9 circulation in the town; provided, however, that the failure of the town clerk to
10 cause such notice to be published shall not affect the validity of the adjustment to
11 the PIF as made by the finance director pursuant to this section.
12

13 Section 3. Effective January 1, 2015, Section 12-4-11 of the Breckenridge Town Code
14 is amended so as to read in its entirety as follows:
15

16 12-4-11: WATER USER FEES; RESIDENTIAL:
17

18 A. The in town base rate user fee for all residential water users, regardless of the
19 size of the water meter, includes a usage allowance of not to exceed ~~twelve~~ **ten**
20 thousand (~~12,000~~ **10,000**) gallons of water per SFE per billing cycle, and shall be
21 computed according to the following table:
22

<u>Water Use Date</u>	<u>Base User Fee</u>
Effective January 1, 2014	\$31.25 per billing cycle per SFE
<u>Effective January 1, 2015</u>	<u>\$32.81 per billing cycle per SFE</u>

23
24 B. In addition to the base user fee set forth in subsection A of this section, each in
25 town residential water user shall pay an excess use charge for each one thousand
26 (1,000) gallons of metered water, or fraction thereof, used per SFE per billing
27 cycle in excess of the usage allowance of ~~twelve~~ **ten** thousand (~~12,000~~ **10,000**)
28 gallons of water per SFE per billing cycle. The amount of the excess use charge
29 shall be computed according to the following table:
30

<u>Water Use Date</u>	<u>Excess Use Charge</u>
Effective January 1, 2014	\$3.11
<u>Effective January 1, 2015</u>	<u>\$5.00</u>

31
32 Section 4. Effective January 1, 2015, Section 12-4-12(A) of the Breckenridge Town
33 Code is amended so as to read in its entirety as follows:
34

35 12-4-12: WATER USER FEES; NONRESIDENTIAL:
36

37 A. The in town base rate user fee per SFE per billing cycle and the usage
38 allowance per SFE per billing cycle for all nonresidential water users shall be

1 determined based upon the size of the water meter which connects the water
2 using property to the water system, as follows:

3
4 For water used commencing January 1, ~~2014~~2015

<u>Meter Size</u>	<u>Base Water Fee Per Account</u>	<u>Usage Allowance Per Account (Gallons)</u>
Less than 1 inch	\$ 35.79 <u>\$ 37.58</u>	13,000
1 inch	53.69 <u>56.37</u>	20,000
1 ¹ / ₂ inch	93.69 <u>98.37</u>	35,000
2 inch	147.52 <u>154.90</u>	54,000
3 inch	283.65 <u>297.83</u>	105,000
4 inch	438.48 <u>460.40</u>	162,000
6 inch	861.53 <u>904.61</u>	318,000

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30 Section 5. Effective January 1, 2015 Section 12-4-21(A) of the Breckenridge Town Code
31 is amended to read as follows

32
33 A. Commencing with the periodic billing statement issued by the Town in March
34 ~~2014~~ 2015 (for water service provided during the months of January-February
35 ~~2014~~ 2015), there shall be added to each paper billing statement mailed by the
36 Town through the United States Postal Service, and there shall be assessed and
37 paid by the owner of the property that is the subject of the billing statement, a
38 statement fee in the amount of ~~ten~~ fifteen dollars (~~\$10.00~~15.00) per statement per
39 billing cycle. The statement fee shall be a water charge within the meaning of
40 section 12-1-6 of this title, and shall be due and payable to the town at the same
41 time and in the same manner as other water charges are due and payable to the
42 town under this chapter. There shall be no statement fee charged if the owner
43 elects to have the billing statement delivered by electronic means.

44
45 Section 6. Except as specifically amended hereby, the Breckenridge Town Code, and the
46 various secondary codes adopted by reference therein, shall continue in full force and effect.

47
48 Section 7. The Town Council hereby finds, determines and declares that it has the
49 power to adopt this ordinance pursuant to the provisions of Section 31-35-402(1)(f), C.R.S., and
50 the powers contained in the Breckenridge Town Charter.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2014, 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:

Helen Cospolich
Town Clerk

TO: MAYOR AND TOWN COUNCIL
FROM: FINANCE AND MUNICIPAL SERVICES DEPARTMENT
SUBJECT: 2015 MILL LEVY
DATE: 11/3/2014
CC: TIM GAGEN, RICK HOLMAN

The attached Council Bill establishing the 2015 Property Tax Mill Levy at the rate of 5.07 mills per dollar of assessed valuation of property within the limits of the Town of Breckenridge is hereby submitted to the Council for first reading.

The 5.07 mills are for the purpose of defraying the expenses of the General fund. There is no change from the 2014 mill levy.

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

2
3 COUNCIL BILL NO. XX

4
5 Series 2014

6
7 AN ORDINANCE SETTING THE MILL LEVY WITHIN THE
8 TOWN OF BRECKENRIDGE FOR 2015
9

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

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

16
17 Section 1. For the purposes of defraying the expense of the General Fund of
18 Breckenridge, Colorado for the fiscal year 2015, there is hereby levied a tax of 5.07 mills upon
19 each dollar of assessed valuation for all taxable property within the Town of Breckenridge.
20

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

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

28 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
29 PUBLISHED IN FULL this 11th day of November, 2014. A Public Hearing shall be held at the
30 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 25th day of
31 November, 2014, at 7:30 P.M. or as soon thereafter as possible in the Municipal Building of the
32 Town.
33

34 TOWN OF BRECKENRIDGE, a Colorado
35 municipal corporation
36

37
38 By _____
39 John G. Warner, Mayor
40

41 ATTEST:

42
43
44 _____
45 Helen Cospolich , Town Clerk
46

Memorandum

TO: Town Council

FROM: Tom Daugherty, Public Works Director

DATE: November 5, 2014

RE: Verizon Antenna Lease

Verizon has approached the Town to lease space for an antenna and the support building at the Recreation Center property. Verizon's wants to increase its capacity to support cell phone use in the area and this location in order to meet the increasing demand.

Staff brought this issue before the Council on April 4, 2014 and some of the deal points were discussed. The Council wanted \$1,500 per month which Verizon has accepted. The term of the lease is for 25 years but the Town can end the lease after 15 years with twelve months notice. Verizon will build a new dumpster building in the parking lot and the support building for their antenna. The Town will not have any costs. The construction of these facilities is expected to take place next spring and will not interfere with the scheduled use of the fields.

The new dumpster will provide some benefits to the Town because it will allow a larger dumpster and easier access. The larger dumpster will ultimately reduce the Town's operational costs and will bring the dumpster into compliance with Town code.

The original plan was to replace the most western pole that holds the netting between the ball field and the Recreation Center. The new plan will replace the next pole to the east instead. This allows some movement of the pole without compromising the coverage of the netting. This will not impact the function of the net. The site plans and a profile of the support building and dumpster building are attached behind the lease.

Once the lease is approved Verizon will submit for a development permit and this project will go through the planning process as a Class A application.

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

2
3 COUNCIL BILL NO. ____

4
5 Series 2014

6
7 AN ORDINANCE APPROVING A LEASE WITH COLORADO RSA NO. 3 LIMITED
8 PARTNERSHIP D/B/A VERIZON WIRELESS
9 (Kingdom Park Ball Field; 857 Airport Road)

10
11 WHEREAS, the Town of Breckenridge owns the real property commonly known as
12 “Kingdom Park,” located at 857 Airport Road in Breckenridge, Colorado; and

13
14 WHEREAS, Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless has
15 proposed to lease a part of the ball field area located within Kingdom Park for the for the
16 placement of a wireless communications facility; and

17
18 WHEREAS, a proposed Land Lease Agreement between the Town and Colorado RSA
19 No. 3 Limited Partnership d/b/a Verizon Wireless has been prepared, a copy of which is marked
20 **Exhibit “A,”** attached hereto, and incorporated herein by reference; and

21
22 WHEREAS, the proposed Land Lease Agreement has been reviewed by the Town
23 Attorney and the Town Council; and

24
25 WHEREAS, Section 15.4 of the BreckenridgeTownCharter provides:

26
27 The council may lease, for such time as council shall determine, any real or
28 personal property to or from any person, firm, corporation, public and private,
29 governmental or otherwise.

30
31 ; and

32
33 WHEREAS, Section 1-11-4 of the BreckenridgeTownCode requires that any real estate
34 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

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

38
39 Section 1. The proposed Lease between the Town and Colorado RSA No. 3 Limited
40 Partnership d/b/a Verizon Wireless, a copy of which is marked **Exhibit “A,”** attached hereto,
41 and incorporated herein by reference, is approved, and the Town Manager is authorized,
42 empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.
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Section 2. The Town Council 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 3. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

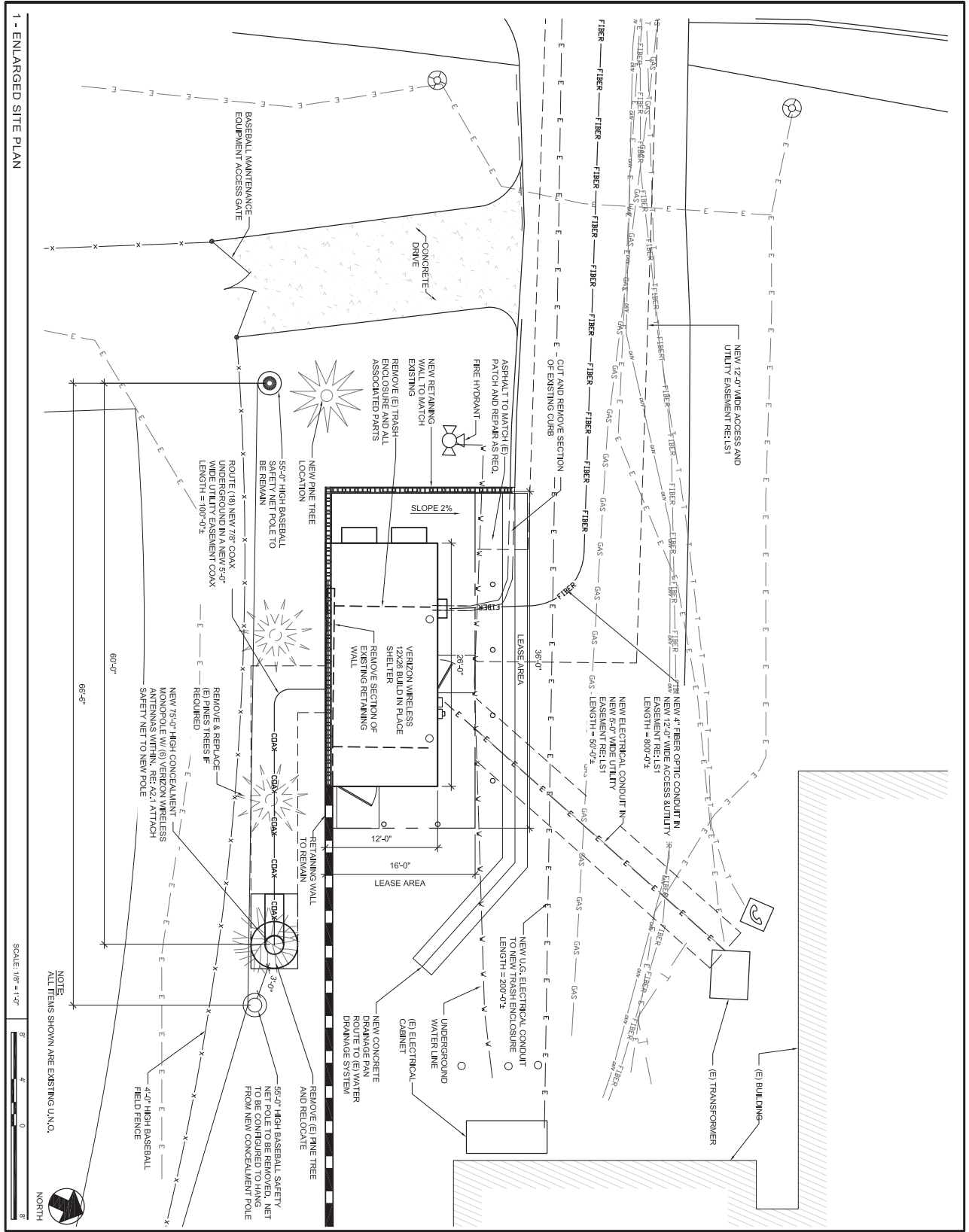
INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the MunicipalBuilding of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk



ARCHITECTURE

3500 W. 10TH AVE. SUITE 200
 LITTLETON, COLORADO 80127
 OFFICE: 303.932.9974

CHARLES STECKLE

Verizon Wireless

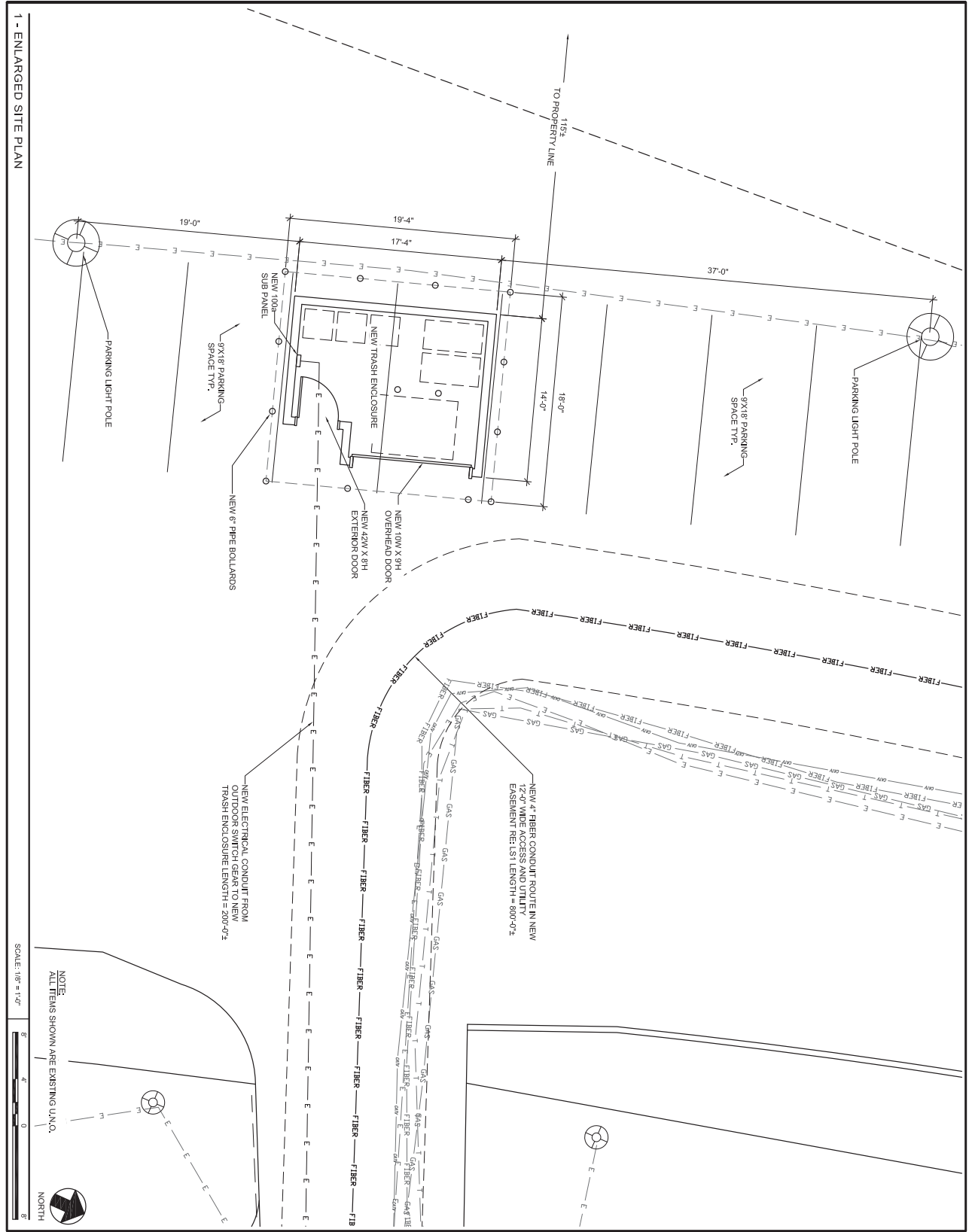
VERIZON WIRELESS SERVICES
 3151 S. VALUHN WAY, SUITE 850
 AURORA, CO 80014

PROJECT INFORMATION

SITE NAME: CO3 CUCUMBER GULCH
 PROJECT NO: 21030905502
 657 AIRPORT RD.
 BRECKENRIDGE, CO 80042

ENLARGED SITE PLAN @ SHELTER

A2.0



A2.1

ENLARGED SITE PLAN @ TRASH ENCLOSURE

CHARLES STECKLE ARCHITECTURE

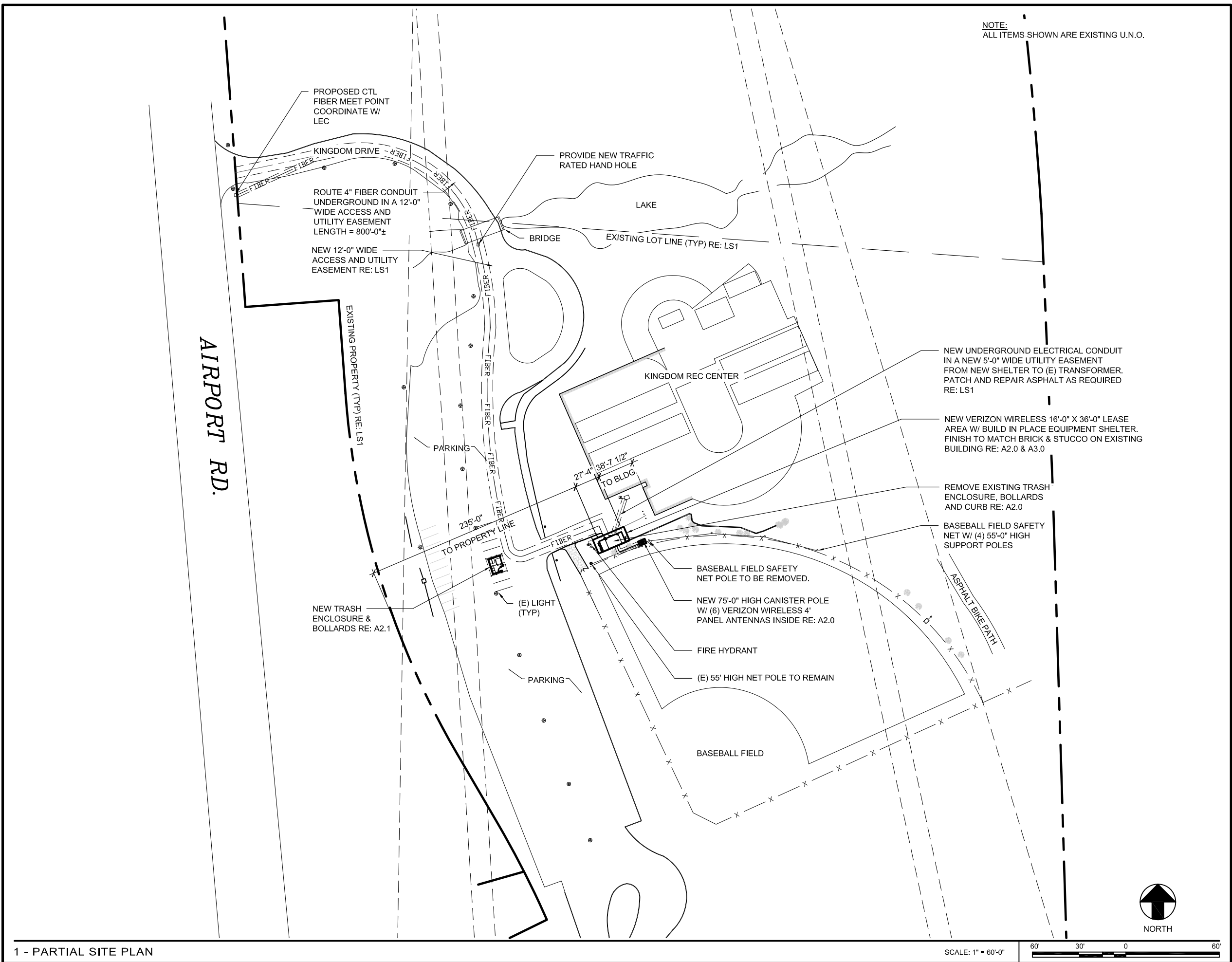
3950 S. WATSON ST. SUITE 280
 LITTLETON, COLORADO 80127
 OFFICE: 303.352.9974

A	OWNER	ZONING REVIEW	DRP
B	OWNER	ZONING REVIEW	DRP
C	OWNER	OWNER REVIEW	DRP
D	OWNER	CLIENT REVIEW	DRP
E	OWNER	OWNER REVIEW	DRP
F	OWNER	OWNER REVIEW	DRP

Verizon Wireless

VERIZON WIRELESS SERVICES
 3151 S. VALUEN WAY, SUITE 850
 AURORA, CO 80014

PROJECT INFORMATION
 SITE NAME: CO3 CUCUMBER GULCH
 PROJECT NO: 21030905902
 657 AIRPORT RD.
 BRECKENRIDGE, CO 80024



verizon wireless

VERIZON WIRELESS SERVICES
3131 S. VAUGHN WAY, SUITE 550
AURORA, CO 80014

PROJECT INFORMATION

SITE NAME
CO3 CUCUMBER GULCH

SITE I.D.
21030905802

857 AIRPORT RD.
BRECKENRIDGE, CO 80424

A	03/04/14	ZONING REVIEW	DPL
B	03/31/14	ZONING REVISION	DPL
C	04/28/14	OWNER REVISION	DPL
D	05/02/14	CLIENT REVISION	DPL
E	06/20/14	OWNER REVISION	DPL
F	09/15/14	OWNER REVISION	DPL

CHARLES STECKLY

ARCHITECTURE

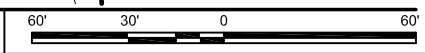
5935 SOUTH ZANG STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.9974

PARTIAL SITE PLAN

A1.0

1 - PARTIAL SITE PLAN

SCALE: 1" = 60'-0"



PROJECT INFORMATION

SITE NAME
CO3 CUCUMBER GULCH
SITE I.D.
21030905802
857 AIRPORT RD.
BRECKENRIDGE, CO 80424

A	03/04/14	ZONING REVIEW	DPL
B	03/31/14	ZONING REVISION	DPL
C	04/28/14	OWNER REVISION	DPL
D	05/02/14	CLIENT REVISION	DPL
E	06/20/14	OWNER REVISION	DPL
F	09/15/14	OWNER REVISION	DPL

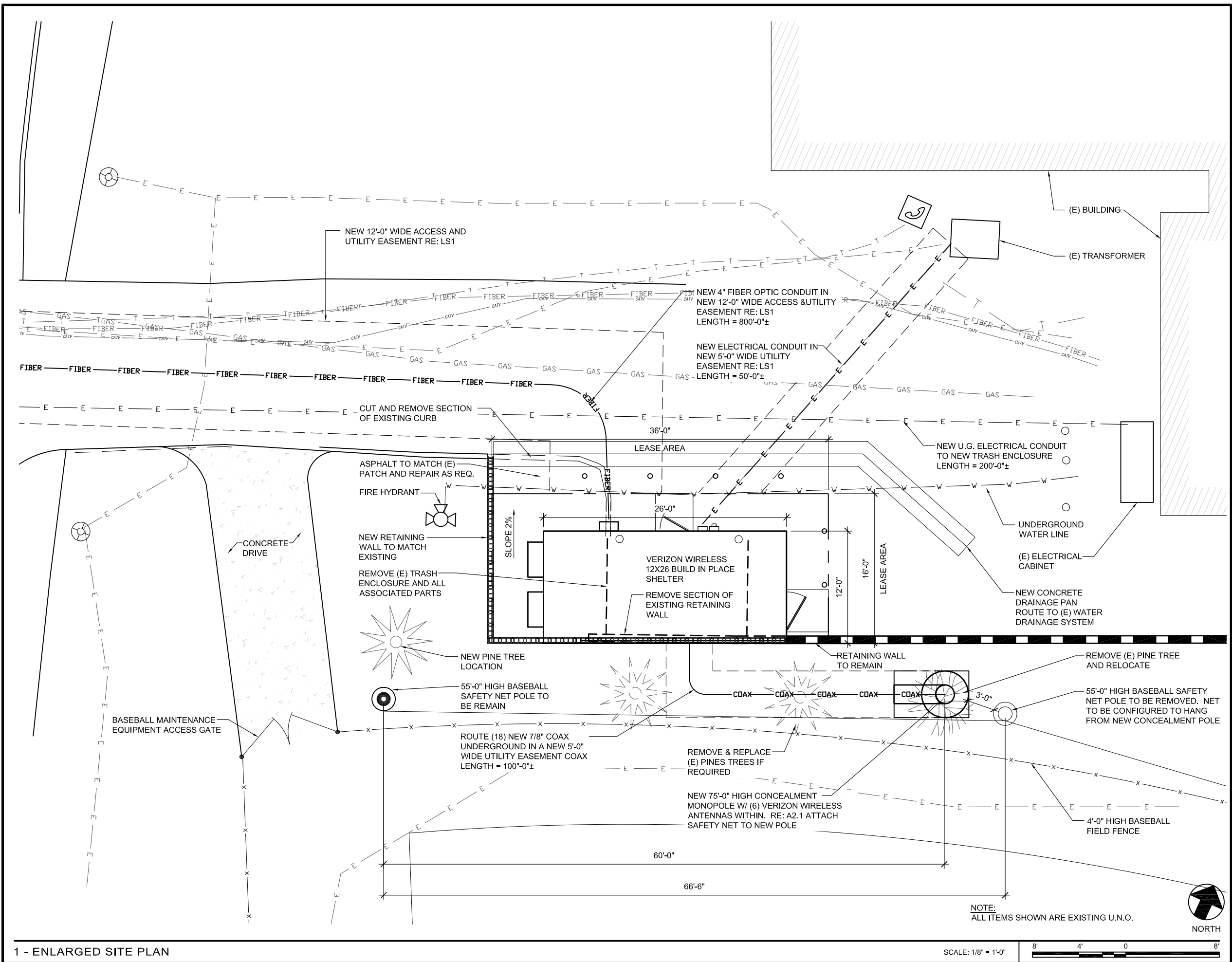
CHARLES STECKLY

ARCHITECTURE

5935 SOUTH ZANG STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.9974

ENLARGED SITE PLAN @ SHELTER

A2.0



1 - ENLARGED SITE PLAN

M:\2013\Projects\Verizon Wireless CO New Build\CO3 Cucumber Gulch\zd's new concept 091514\13_A2.0.dwg
 PLOTTED Sep 16, 2014 AT 2:19pm
-40-

PROJECT INFORMATION

SITE NAME
CO3 CUCUMBER GULCH
SITE I.D.
21030905802
857 AIRPORT RD.
BRECKENRIDGE, CO 80424

A	03/04/14	ZONING REVIEW	DPL
B	03/31/14	ZONING REVIEW	DPL
C	04/28/14	OWNER REVISION	DPL
D	05/02/14	CLIENT REVISION	DPL
E	06/20/14	OWNER REVISION	DPL
F	09/15/14	OWNER REVISION	DPL

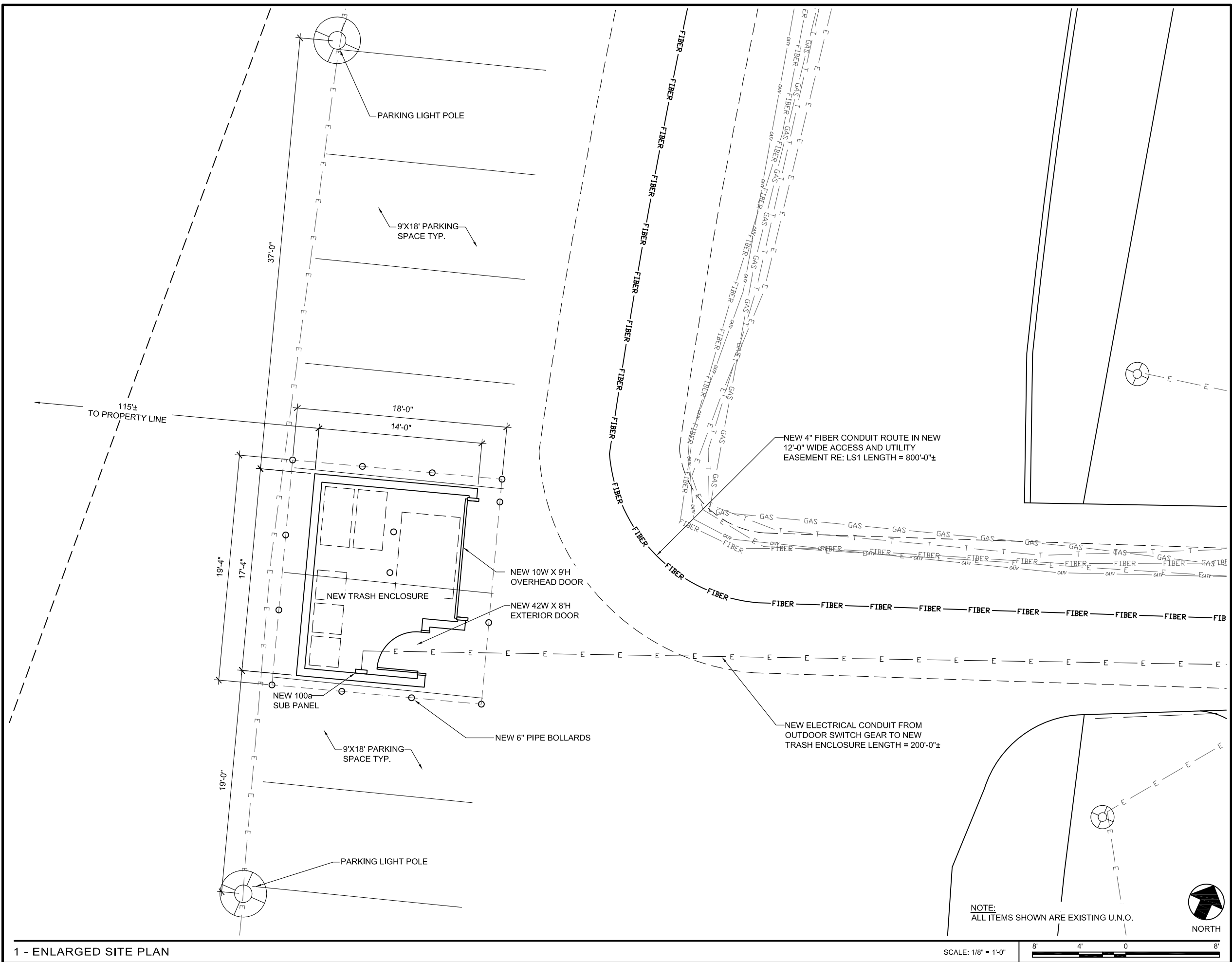
**CHARLES
STECKLY**

ARCHITECTURE

5935 SOUTH ZANG STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.9974

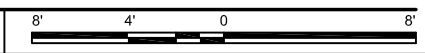
**ENLARGED SITE
PLAN @ TRASH
ENCLOSURE**

A2.1



1 - ENLARGED SITE PLAN

SCALE: 1/8" = 1'-0"



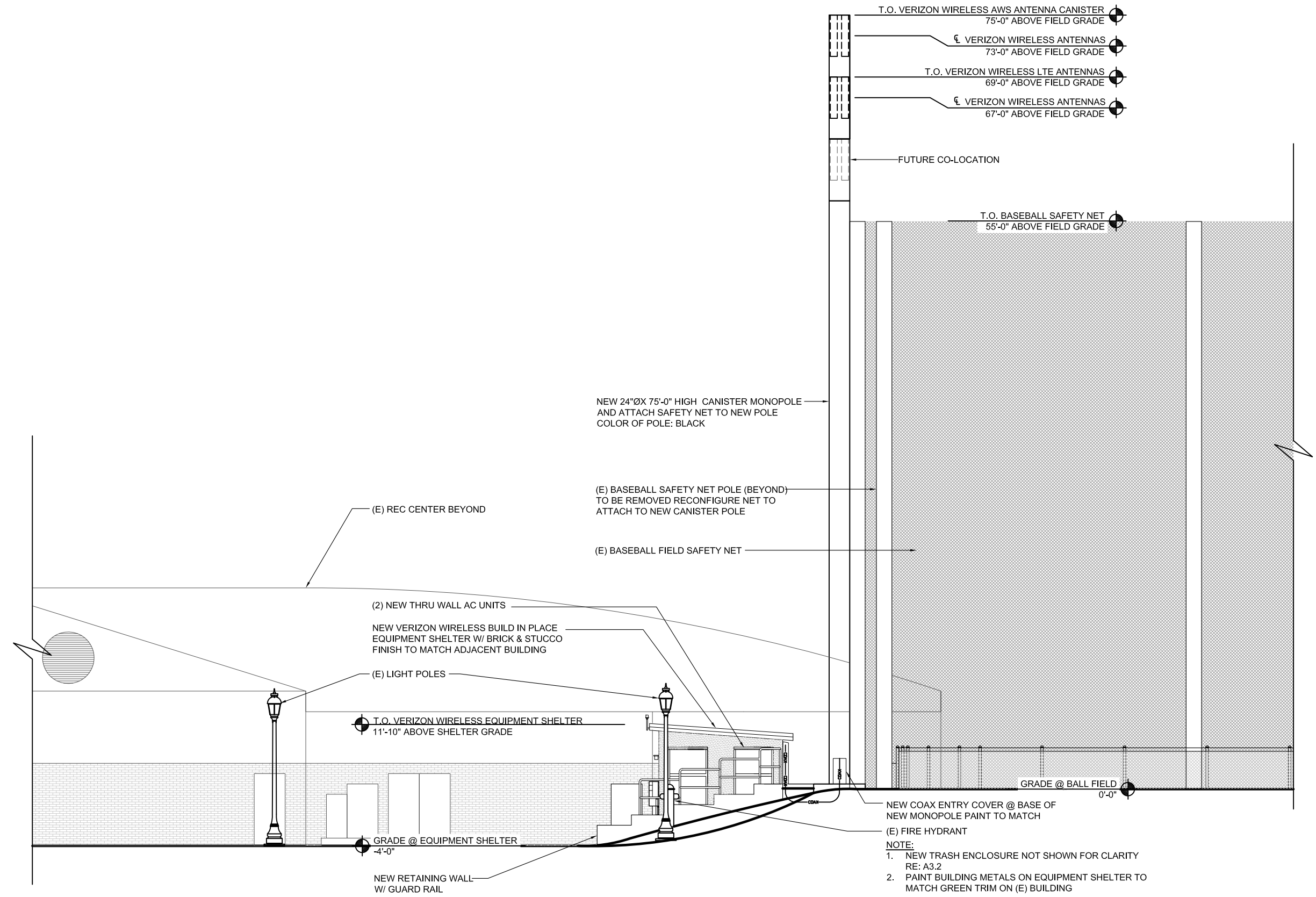
NOTE:
ALL ITEMS SHOWN ARE EXISTING U.N.O.



NOTE:
EXTERIOR LIGHT FIXTURES TO BE DARK SKY COMPLIMENT PER TOWN OF BRECKENRIDGE CODE.

PROJECT INFORMATION
 SITE NAME
CO3 CUCUMBER GULCH
 SITE I.D.
21030905802
 857 AIRPORT RD.
 BRECKENRIDGE, CO 80424

A	03/04/14	ZONING REVIEW	DPL
B	03/31/14	ZONING REVISION	DPL
C	04/28/14	OWNER REVISION	DPL
D	05/02/14	CLIENT REVISION	DPL
E	06/20/14	OWNER REVISION	DPL
F	09/15/14	OWNER REVISION	DPL



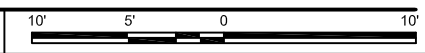
NOTE:
 1. NEW TRASH ENCLOSURE NOT SHOWN FOR CLARITY RE: A3.2
 2. PAINT BUILDING METALS ON EQUIPMENT SHELTER TO MATCH GREEN TRIM ON (E) BUILDING

WEST ELEVATION

A3.0

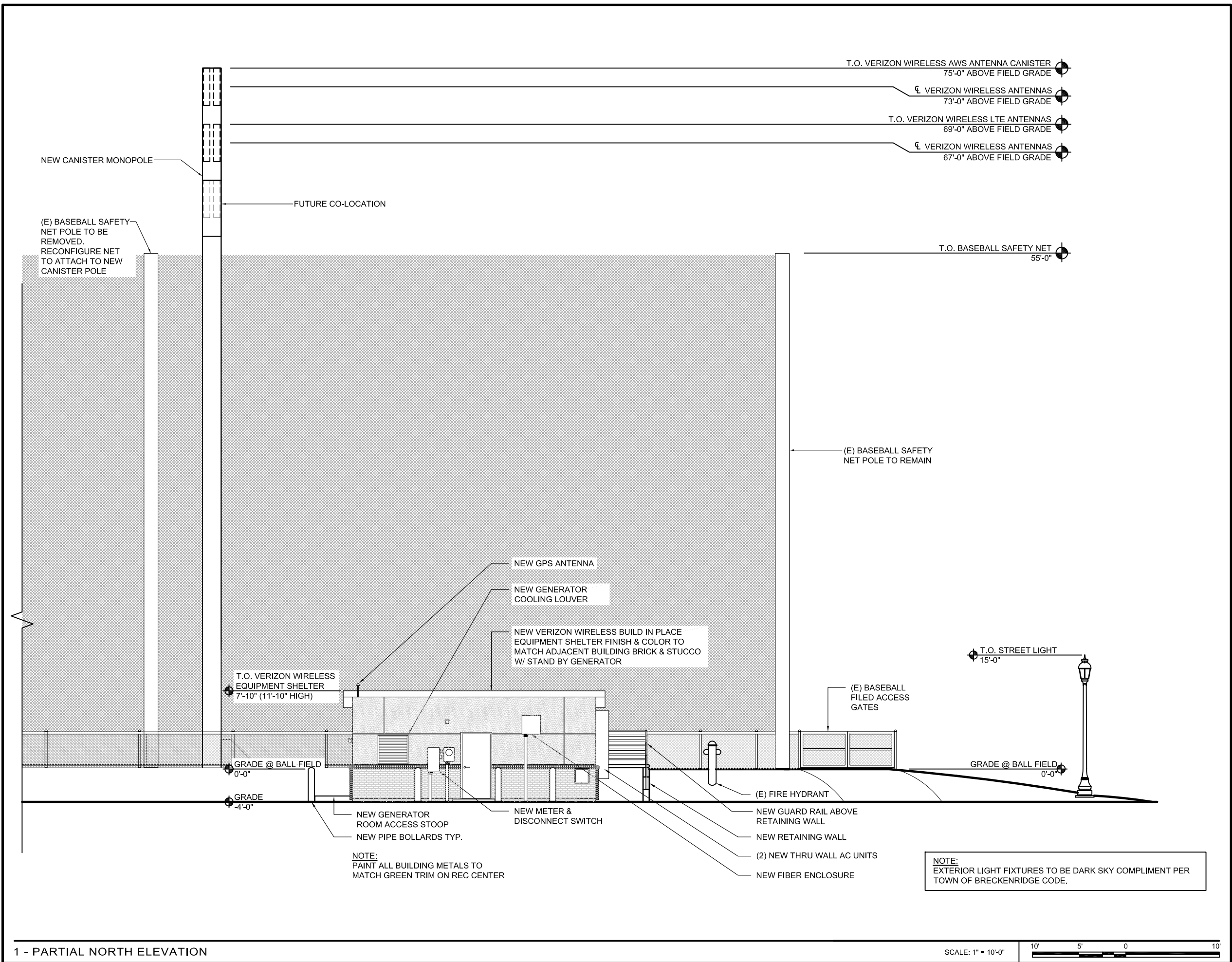
1 - WEST ELEVATION

SCALE: 1" = 10'-0"



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 PLOTTED Sep 16, 2014 AT 2:25pm
 -42-

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B	03/31/14	ZONING REVISION	DPL
C	04/28/14	OWNER REVISION	DPL
D	05/02/14	CLIENT REVISION	DPL
E	06/20/14	OWNER REVISION	DPL
F	09/15/14	OWNER REVISION	DPL



1 - PARTIAL NORTH ELEVATION

SCALE: 1" = 10'-0"

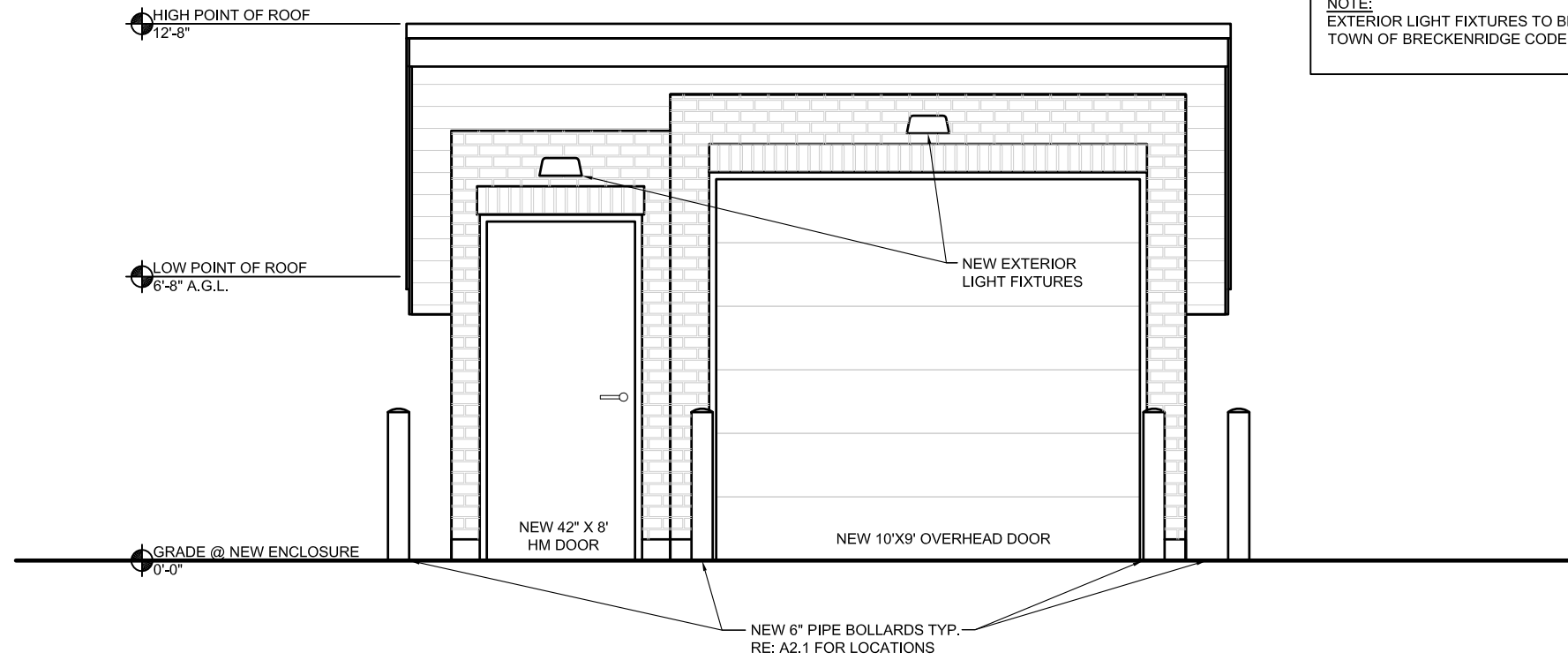
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 PLOTTED Sep 16, 2014 AT 2:25pm
43-

PROJECT INFORMATION

SITE NAME
CO3 CUCUMBER GULCH
SITE I.D.
21030905802
857 AIRPORT RD.
BRECKENRIDGE, CO 80424

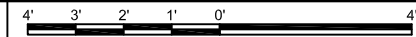
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B	03/31/14	ZONING REVISION	DPL
C	04/28/14	OWNER REVISION	DPL
D	05/02/14	CLIENT REVISION	DPL
E	06/20/14	OWNER REVISION	DPL
F	09/15/14	OWNER REVISION	DPL

NOTE:
EXTERIOR LIGHT FIXTURES TO BE DARK SKY COMPLIMENT PER TOWN OF BRECKENRIDGE CODE.

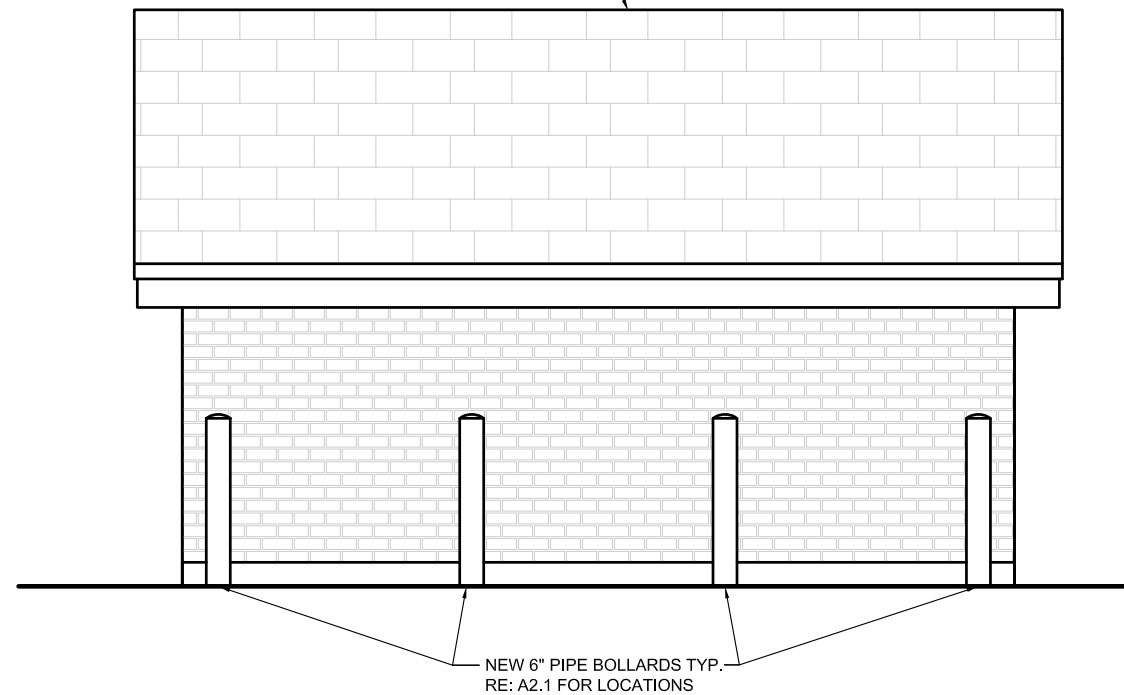


3 - EAST ELEVATION

SCALE: 1/4" = 1'-0"

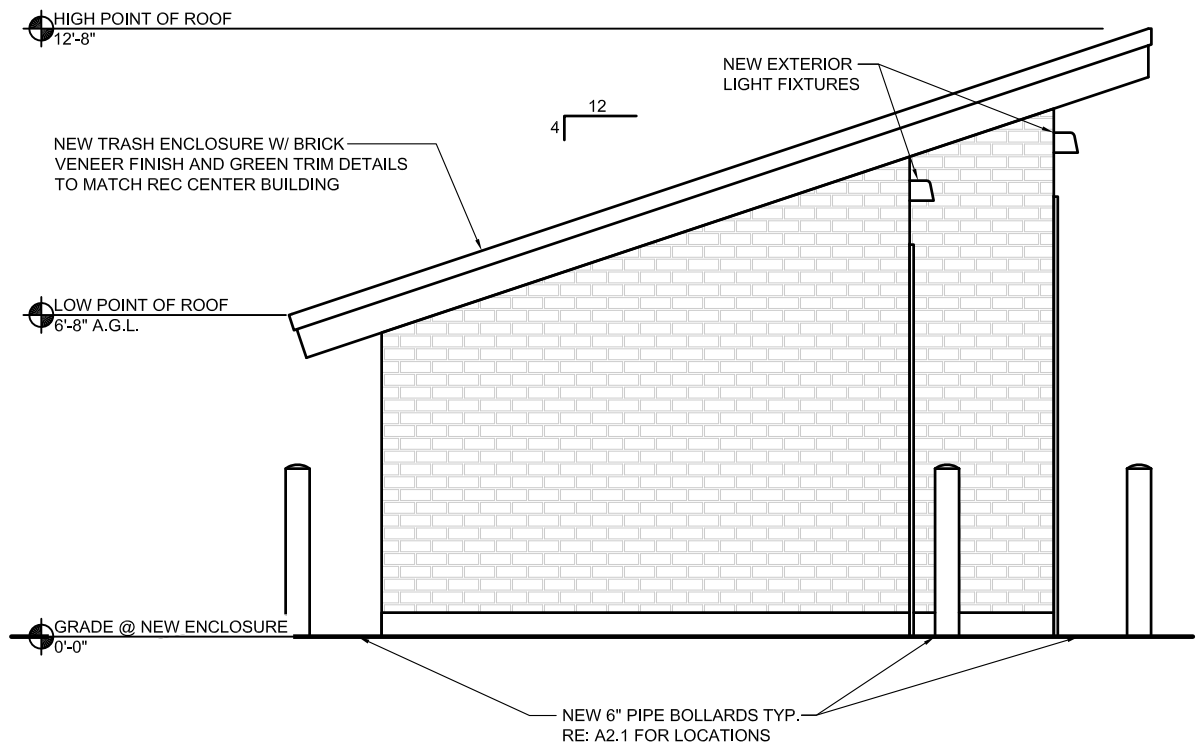
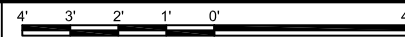


NEW TRASH ENCLOSURE W/ BRICK VENEER FINISH, STANDARD 3 TAB BROWN SHINGLES AND GREEN TRIM DETAILS TO MATCH REC CENTER BUILDING



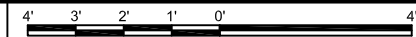
2 - WEST ELEVATION

SCALE: 1/4" = 1'-0"



1 - SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



CHARLES STECKLY

ARCHITECTURE

5935 SOUTH ZANG STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.9974

ENCLOSURE ELEVATIONS

A3.2

LAND LEASE AGREEMENT

This Agreement, made this ____ day of _____, 20____, between the Town of Breckenridge, a Colorado municipal corporation, with its principal offices located at 150 Ski Hill Road, P.O. Box 168, Breckenridge, Colorado 80424, hereinafter designated LANDLORD and Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated TENANT. The LANDLORD and TENANT are at times collectively referred to hereinafter as the “Parties” or individually as a “Party”.

1. PREMISES. LANDLORD hereby leases to TENANT a portion of that certain parcel of property (the entirety of LANDLORD’s property is referred to hereinafter as the Property), located at 857 Airport Road, Breckenridge, Colorado 80424, commonly known as “Kingdom Park”, and being described as a 576 square foot parcel and a new canister pole (collectively, the “Land Space”), together with the non exclusive access for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twelve foot (12’) wide strip of land extending from the nearest public right-of-way, Airport Road, to the Land Space (“Access”), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way (the “Utilities”) to and from the Land Space, said Land Space, Access and Utilities (hereinafter collectively referred to as the “Premises”) being substantially as described herein in Exhibit “A” attached hereto and made a part hereof.

In the event any public utility is unable to use the “strip of land” for the installation and maintenance of utility wireless, poles cables, conduits, and pipes over, under, or along Kingdom Drive the LANDLORD hereby agrees to grant access either to the TENANT or to the public utility at no cost to the TENANT.

The initial installation of TENANT’s stealth monopole on the Premises will not interfere with the Kingdom Park Recreation baseball league schedule from May 25th-Sept 25, 2015 (the “2015 Baseball Season”). Any such installation shall be coordinated with the LANDLORD’s Public Works Department. In the event that maintenance is required during the 2015 Baseball Season and following the installation of the monopole, TENANT will be able to access the baseball field with prior consent from the Public Works Department. Regardless, TENANT may install its equipment shelter and trash enclosure as described on the attached Exhibit “A” during the 2015 Baseball Season.

2. SURVEY. LANDLORD also hereby grants to TENANT the right to survey the Property and the Premises, and said survey shall then become Exhibit “B” which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit “A”. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the

Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand and 00/100 Dollars (\$18,000.00) to be paid in consecutive equal monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) each on the first day of the month, in advance, to LANDLORD. This Agreement shall commence based upon the date TENANT is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which TENANT is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LANDLORD and TENANT acknowledge and agree that initial rental payment(s) shall not actually be sent by TENANT until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, TENANT shall send to the LANDLORD the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, TENANT may pay rent by electronic funds transfer and in such event, LANDLORD agrees to provide to TENANT bank routing information for such purpose upon request of TENANT.

TENANT shall construct a trash enclosure building as depicted on the attached Exhibit "A" as part of this Agreement. All costs associated with the construction of the trash enclosure building will be the TENANT'S responsibility. Once the Certificate of Occupancy is received the LANDLORD will own and take possession of the enclosure in its "AS-IS" condition and be responsible for the costs of maintenance and utilities thereafter. TENANT will not begin construction until the LANDLORD has approved the site plans. TENANT shall also be responsible for attaching the baseball net to TENANT's new canister monopole. In the event that TENANT is required to remove any portion of the net for maintenance or repairs, TENANT will be responsible for the replacement of the net to its preexisting condition.

b. LANDLORD hereby agrees upon request and reasonable advance notice to provide to TENANT certain documentation (the "Rental Documentation") evidencing LANDLORD's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to TENANT in TENANT's reasonable discretion, evidencing LANDLORD's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to TENANT, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by TENANT in TENANT's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from TENANT, LANDLORD agrees to provide updated Rental Documentation in a form reasonably acceptable to TENANT. The Rental Documentation shall be provided to TENANT in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to TENANT shall be a prerequisite for the payment of any rent by TENANT and

notwithstanding anything to the contrary herein, TENANT shall have no obligation to make any rental payments until Rental Documentation has been supplied to TENANT as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless TENANT terminates it at the end of the then current term by giving LANDLORD written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. EXTENSION RENTALS. The annual rental for each five (5) year extension term shall automatically be increased by 10% over the annual rental due during the immediately preceding five (5) year term.

6. TERMINATION BY LANDLORD. The LANDLORD may terminate this Agreement by giving twelve (12) months prior written notice to the TENANT; provided, the soonest the termination may become effective is at the end of the second (2nd) five (5) year extension term which is fifteen (15) years from the Commencement Date.

7. TAXES. TENANT shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LANDLORD demonstrates is the result of TENANT's use of the Premises and/or the installation, maintenance, and operation of the TENANT's improvements, and any sales tax imposed on the rent (except to the extent that TENANT is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LANDLORD demonstrates arises from the TENANT's improvements and/or TENANT's use of the Premises. LANDLORD and TENANT shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LANDLORD or TENANT at the Property. Notwithstanding the foregoing, TENANT shall not have the obligation to pay any tax, assessment, or charge that TENANT is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.

TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which TENANT is wholly or partly responsible for payment. LANDLORD shall reasonably cooperate with TENANT at TENANT's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by TENANT, there is a reduction, credit or repayment received by the LANDLORD for any taxes previously paid by TENANT, LANDLORD agrees to promptly reimburse to TENANT the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. TENANT shall use the Premises only for the purpose of constructing, maintaining, repairing and operating wireless communications facilities(as defined by applicable federal law) and uses incidental thereto, as

may be approved by LANDLORD acting in its governmental capacity acting pursuant to applicable local, state, and federal laws. Subject to the issuance of a development permit in accordance with local law, a security fence that complies with local law may be placed around the perimeter of the Premises at the discretion of TENANT (not including the access). All improvements, equipment, antennas and conduits shall be at TENANT's expense and their installation shall be at the discretion and option of TENANT. Subject to LANDLORD's approval acting in its governmental capacity pursuant to applicable local, state, and federal laws TENANT shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that TENANT's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities (including, but not limited to, LANDLORD acting in its governmental capacity pursuant to applicable local, state, and federal laws) as well as satisfactory soil boring tests which will permit TENANT use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) TENANT determines that such Governmental Approvals may not be obtained in a timely manner; (iv) TENANT determines that any soil boring tests are unsatisfactory; (v) TENANT determines that the Premises is no longer technically compatible for its use, or (vi) TENANT, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, TENANT shall have the right to terminate this Agreement. Notice of TENANT's exercise of its right to terminate shall be given to LANDLORD in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by TENANT, or upon such later date as designated by TENANT. All rentals paid to said termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the TENANT shall have no further obligations for the payment of rent to LANDLORD.

Nothing in this Paragraph or this Agreement shall ever be interpreted or construed to: (i) obligate or require LANDLORD, acting in its governmental capacity pursuant to applicable local, state, and federal laws, to approve or to issue any certificate, permit, or approval for any use of the Premises proposed or requested by Tenant, including, but not limited to, the uses of the Premises described in this Agreement; (ii) be a waiver, relinquishment, diminution, or modification in any way of any lawful right or power LANDLORD (acting in its governmental capacity pursuant to applicable local, state, and federal laws) now has or hereafter acquires during the Term of this Agreement with respect to the location, design, or use of any of Tenant's wireless communication facilities (as defined by applicable federal law) located or proposed to be located in or upon the Premises. Nothing in this Paragraph or the Agreement obligates or requires LANDLORD (acting in its governmental capacity pursuant to applicable local, state, and federal laws) to approve any use or proposed use of the Premises by Tenant, and LANDLORD hereby reserves all rights with respect thereto. Tenant acknowledges and agrees

that, notwithstanding this Agreement, it must apply for and obtain any and all permits and approvals from LANDLORD that are required under applicable local, state, and federal laws in existence as of the commencement of this Agreement, or as adopted during the Term of this Agreement.

9. INDEMNIFICATION. Subject to Paragraph 10 below, and without LANDLORD waiving the defense that it does not have the power to indemnify a private party under the Colorado Constitution, each Party shall indemnify, defend, and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, to the extent such loss is covered by insurance . These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LANDLORD and TENANT each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LANDLORD and TENANT each agree that it will include the other Party as an additional insured. Notwithstanding anything contained in this paragraph to the contrary, the Parties agree that LANDLORD's required liability insurance may be provided by the Colorado Intergovernmental Risk Sharing Agency, a self-insurance pool of municipal governments, of which LANDLORD is a member, and that LANDLORD'S required insurance policy limits shall be those limits provided from time to time throughout the Term of this Agreement by the general liability insurance policy issued by the Colorado Intergovernmental Risk Sharing Agency.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided TENANT is not in default hereunder beyond applicable notice and cure periods, TENANT shall have the right to terminate this Agreement upon the annual

anniversary of the Commencement Date provided that three (3) months' prior notice is given to LANDLORD.

13. INTERFERENCE. TENANT agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LANDLORD or other Tenants of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed TENANT's equipment causes such interference, and after LANDLORD has notified TENANT in writing of such interference, TENANT will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at TENANT's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LANDLORD be entitled to terminate this Agreement or relocate the equipment as long as TENANT is making a good faith effort to remedy the interference issue. LANDLORD agrees that LANDLORD and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of TENANT. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance, subject to any applicable restriction against granting specific performance against a municipal corporation provided by applicable Colorado law.

14. REMOVAL AT END OF TERM. TENANT shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LANDLORD agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of TENANT shall remain the personal property of TENANT and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes TENANT to remain on the Premises after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Any of TENANT'S property left on the Premises after the date by which such property is to be removed as provided in this paragraph shall be deemed abandoned by TENANT and may be removed by LANDLORD without notice and without any liability to TENANT.

15. HOLDOVER. TENANT has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, TENANT holds over in violation of Paragraph 14 and this Paragraph 15, then this agreement shall not be renewed for a new term but the rent then in effect payable from and after the time of

the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. Intentionally Deleted.

17. RIGHTS UPON SALE. Should LANDLORD, at any time during the Term decide (i) to sell or transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by TENANT, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize TENANT's rights hereunder under the terms of this Agreement. To the extent that LANDLORD grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by TENANT for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LANDLORD shall not be released from its obligations to TENANT under this Agreement, and TENANT shall have the right to look to LANDLORD and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LANDLORD covenants that TENANT, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LANDLORD represents and warrants to TENANT as of the execution date of this Agreement, and covenants during the Term that LANDLORD is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LANDLORD further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LANDLORD's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by TENANT as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LANDLORD and TENANT related to the subject matter of this agreement and that no verbal or oral agreements, promises or understandings shall be binding upon either LANDLORD or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW; VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the

Property is located without regard to its conflict of laws rules that might require this Agreement to be interpreted in accordance with the laws of any state other than the State of Colorado. Venue for any litigation related to this Agreement shall be proper in the state courts of Summit County, Colorado.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the TENANT without any approval or consent of the LANDLORD to the TENANT's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LANDLORD, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of TENANT or transfer upon partnership or corporate dissolution of TENANT shall constitute an assignment hereunder. TENANT may sublet the Premises within its sole discretion, upon notice to LANDLORD. Any sublease that is entered into by TENANT shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LANDLORD: Town of Breckenridge
150 Ski Hill Road
P.O. Box 168
Breckenridge, Colorado 80424

TENANT: Colorado RSA No. 3 Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the successors and permitted assigns of the Parties hereto.

25. Intentionally Deleted.

26. RECORDING. LANDLORD agrees to execute a Memorandum of this Agreement which TENANT may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by TENANT with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LANDLORD shall give TENANT written notice of such breach. After receipt of such written notice, TENANT shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided TENANT shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and TENANT commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LANDLORD may not maintain any action or effect any remedies for default against TENANT unless and until TENANT has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LANDLORD with respect to any of the provisions of this Agreement or its obligations under it, TENANT shall give LANDLORD written notice of such breach. After receipt of such written notice, LANDLORD shall have thirty (30) days in which to cure any such breach, provided LANDLORD shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LANDLORD commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. TENANT may not maintain any action or effect any remedies for default against LANDLORD unless and until LANDLORD has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LANDLORD fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LANDLORD if the failure to perform such an obligation interferes with TENANT's ability to conduct its business on the Property; provided, however, that if the nature of LANDLORD's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the

state in which the Premises are located; provided, however, LANDLORD shall use reasonable efforts to mitigate its damages in connection with a default by TENANT. If a Party so performs any of the other Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the paying Party shall immediately be owing by the non-paying Party to the paying Party, and the non-paying Party shall pay to the paying Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the legal rate. Notwithstanding the foregoing, if LANDLORD does not pay TENANT the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LANDLORD, TENANT may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LANDLORD until the full undisputed amount, including all accrued interest, is fully reimbursed to TENANT.

29. ENVIRONMENTAL.

a. LANDLORD will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of TENANT in the Premises.

b. Subject to the defense that the Landlord cannot lawfully indemnify a private party under the Colorado Constitution, LANDLORD shall hold TENANT harmless and indemnify TENANT from and assume all duties, responsibility and liability at LANDLORD's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by TENANT; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by TENANT.

c. In the event that abatement of hazardous materials is required in connection with the construction of the Premises, LANDLORD shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any necessary abatement procedures, including signing all necessary documents and manifest required for abatement. "Hazardous Material" shall mean any material, substance, chemical or waste identified as hazardous, toxic, solid waste or dangerous in any applicable federal, state or local Law or regulation (including petroleum, impacted soils and asbestos).

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt TENANT's operations at the Premises for more than forty-five (45) days, then TENANT may, at any time following such fire or other casualty, provided LANDLORD has not completed the restoration required to permit TENANT to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days' prior written notice to LANDLORD. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which TENANT's use of the Premises is impaired.

31. CONDEMNATION. Intentionally Deleted.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LANDLORD shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). TENANT shall, in respect to the condition of the Premises and at TENANT's sole cost and expense, comply with (a) all Laws relating solely to TENANT's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by TENANT in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. ANNUAL APPROPRIATION. Financial obligations of the Landlord under this Agreement payable after the current fiscal year in which this Agreement is executed are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available by the Town Council, this Agreement may be terminated by either Party without penalty. The Landlord’s financial obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation within the meaning of the Constitution or laws of the State of Colorado.

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

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

Town of Breckenridge

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

Colorado RSA No. 3 Limited Partnership
d/b/a Verizon Wireless

By Verizon Wireless (VAW) LLC,
Its General Partner

By: _____
Brian Mecum
Area Vice President Network
Date: _____

EXHIBIT "A"

DESCRIPTION OF LAND SPACE, ACCESS AND UTILITIES

EXHIBIT "B"
SURVEY



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: November 4, 2014 for meeting of November 11, 2014

SUBJECT: First Reading: Landmarking of Historic Properties-Breckenridge Grand Vacations Community Center, Milne House and Eberline House

The Town Council reviewed the 2013 SustainableBreck Annual Report in January 2014. During the review of the report's Land Use section, the Council noted that the number of locally landmarked historic buildings and sites in Town appeared low and that more buildings were eligible for landmarking designation. One of the primary benefits of having local landmark designation is that it increases the property's eligibility for grants. Further, local landmark designation identifies the property as having significant local historical value. Staff has worked this year to bring forward more Town properties for landmark designation, as time has permitted.

In June, the Town Council approved four properties for local landmarking status. At their November 4 meeting, the Planning Commission reviewed the Breckenridge Grand Vacations Community Center, Milne House and Eberline House and recommended that the Town Council adopt ordinances approving local landmark status for the properties. The Commission found that all properties fulfilled the criteria in Title 9, Chapter 11 *Historic Preservation* of the Development Code.

Staff will be available at the meeting to answer any questions.

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

2
3 COUNCIL BILL NO. _____

4
5 Series 2014

6
7
8 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
9 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
10 (Milne/McNamara House and Eberlein House; Lots 3 and 4, Block 8,
11 Yingling & Mickles Addition)

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

15
16 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
17 determines as follows:

18
19 A. The Town of Breckenridge owns the hereinafter described real property. Such real
20 property is located within the corporate limits of the Town of Breckenridge, County of Summit
21 and State of Colorado.

22 B. The Town filed an application pursuant to Chapter 11 of Title 9 of the Breckenridge
23 Town Code seeking to have the hereinafter described real property designated as a landmark
24 (“Application”).

25 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of the
26 Breckenridge Town Code in connection with the processing of the Application.

27 D. The improvements located on hereinafter described real property are more than fifty
28 (50) years old.

29 E. The hereinafter described real property meets the “architectural” designation criteria
30 for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town Code because
31 the property exemplifies specific elements of architectural style or period.

32 F. The hereinafter described real property meets the “social” designation criteria for a
33 landmark as set forth in Section 9-11-4(A)(1)(b) of the Breckenridge Town Code because the
34 property is associated with a notable person or the work of a notable person.

35 G. The hereinafter described real property meets the “physical integrity” criteria for a
36 landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code because the
37 property:

- 38 (i) is on its original location or is in the same historic context after having been
39 moved (Milne/McNamara House); and

1 (ii) the structure has been accurately reconstructed or restored based on
2 documentation (Milne/McNamara House and Eberlein House).
3

4 H. In accordance with the requirements of Section 9-11-3(B)(3) of the Breckenridge
5 Town Code, on November 4, 2014 the Application was reviewed by the Breckenridge Planning
6 Commission. On such date the Planning Commission recommended to the Town Council that the
7 Application be granted.

8 I. The Application meets the applicable requirements of Chapter 11 of Title 9 of the
9 Breckenridge Town Code, and should be granted without conditions.

10 J. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final approval of
11 an application for landmark designation under Chapter 11 of Title 9 of the Breckenridge Town
12 Code be made by ordinance duly adopted by the Town Council.

13 Section 2. Designation of Property as Landmark. The following described real property:
14

15 Lots 3 and 4, Block 8, Yingling & Mickles Addition, Town of Breckenridge,
16 County of Summit, State of Colorado; commonly known and described as the
17 “Milne/McNamara House and Eberlein House,” 100 and 102 North Harris Street,
18 Breckenridge, Colorado 80424
19

20 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
21 Code.
22

23 Section 3. Police Power Finding. The Town Council finds, determines and declares that
24 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
25 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
26 the inhabitants thereof.
27

28 Section 4. Town Authority. The Town Council finds, determines and declares that it has
29 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
30 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
31 Charter.
32

33 Section 5. Effective Date. This ordinance shall be published and become effective as
34 provided by Section 5.9 of the Breckenridge Town Charter.
35

36 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
37 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
38 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
39 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
40 Town.
41
42

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

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

2
3 COUNCIL BILL NO. _____

4
5 Series 2014

6
7 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK
8 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE
9 (Breckenridge Grand Vacations Community Center; Lots 1 – 9, Block 2, Yingling & Mickles
10 Addition, and Part of Klack Placer)

11
12 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
13 COLORADO:

14
15 Section 1. Findings. The Town Council of the Town of Breckenridge finds and
16 determines as follows:

17
18 A. The Town of Breckenridge owns the hereinafter described real property. Such real
19 property is located within the corporate limits of the Town of Breckenridge, County of Summit
20 and State of Colorado.

21 B. The Town filed an application pursuant to Chapter 11 of Title 9 of the Breckenridge
22 Town Code seeking to have the hereinafter described real property designated as a landmark
23 (“Application”).

24 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of the
25 Breckenridge Town Code in connection with the processing of the Application.

26 D. The improvements located on hereinafter described real property are at least than fifty
27 (50) years old.

28 E. The hereinafter described real property meets the “architectural” designation criteria
29 for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town Code because
30 the property:

- 31 (i) exemplifies specific elements of architectural style or period;
32 (ii) is an example of the work of an architect or builder who is recognized for
33 expertise nationally, statewide, regionally or locally;
34 (iii) demonstrates superior craftsmanship or high artistic value;
35 (iv) represents an innovation in construction, materials or design;
36 (v) is of a style particularly associated with the Breckenridge area;
37 (vi) represents a built environment of a group of people in an era of history; and
38 (vii) is a significant historic remodel.

39
40 F. The hereinafter described real property meets the “social” designation criteria for a
41 landmark as set forth in Section 9-11-4(A)(1)(b) of the Breckenridge Town Code because the

1 property:

- 2 (i) is a site of a historic event that had an effect upon society;
- 3 (ii) exemplifies cultural, political, economic or social heritage of the community; and
- 4 (iii) is associated with a notable person or the work of a notable person.

5
6 G. The hereinafter described real property meets the “geographic/environmental”
7 designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(c) of the Breckenridge
8 Town Code because the property:

- 9 (i) enhances sense of identity of the community; and
- 10 (ii) is an established and familiar natural setting or visual feature of the community.

11
12 H. The hereinafter described real property meets the “physical integrity” criteria for a
13 landmark as set forth in Section 9-11-4(A)(3) of the Breckenridge Town Code because the
14 property:

- 15 (i) shows character, interest or value as part of the development, heritage or cultural
- 16 characteristics of the community, region, state, or nation;
- 17 (ii) retains original design features, materials and/or character;
- 18 (iii) is on its original location or is in the same historic context after having been
- 19 moved; and
- 20 (iv) the structure has been accurately reconstructed or restored based on
- 21 documentation.

22
23 I. In accordance with the requirements of Section 9-11-3(B)(3) of the Breckenridge
24 Town Code, on November 4, 2014 the Application was reviewed by the Breckenridge Planning
25 Commission. On such date the Planning Commission recommended to the Town Council that the
26 Application be granted.

27 J. The Application meets the applicable requirements of Chapter 11 of Title 9 of the
28 Breckenridge Town Code, and should be granted without conditions.

29 K. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final approval of
30 an application for landmark designation under Chapter 11 of Title 9 of the Breckenridge Town
31 Code be made by ordinance duly adopted by the Town Council.

32 Section 2. Designation of Property as Landmark. The following described real property:

33
34 Lots 1 through 9, Block 2, Yingling & Mickles Addition, and that portion of the
35 Klack Gulch Placer, U.S. Mineral Survey No. 1224 situate between Washington
36 Avenue and Lincoln Avenue and bounded on the west by Block 4, Abbett
37 Addition and on the east by Block 2, Y & M Addition, all in the Town of
38 Breckenridge, County of Summit, State of Colorado; commonly known and
39 described as the “Breckenridge Grand Vacations Community Center,” 103 South
40 Harris Street, Breckenridge, Colorado 80424

41

1 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
2 Code.

3
4 Section 3. Police Power Finding. The Town Council finds, determines and declares that
5 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
6 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
7 the inhabitants thereof.

8
9 Section 4. Town Authority. The Town Council finds, determines and declares that it has
10 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
11 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
12 Charter.

13
14 Section 5. Effective Date. This ordinance shall be published and become effective as
15 provided by Section 5.9 of the Breckenridge Town Charter.

16
17 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
18 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
19 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
20 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
21 Town.

22
23 TOWN OF BRECKENRIDGE, a Colorado
24 municipal corporation

25
26
27
28 By: _____
29 John G. Warner, Mayor

30
31 ATTEST:

32
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36 _____
37 Helen Cospolich
38 Town Clerk

Memo



To: Breckenridge Town Council Members
From: Helen Cospolich, Municipal Services Manager
Date: 10/31/2014
Subject: Proposed marijuana licensing code amendment

The current Marijuana Licensing Ordinance, adopted in 2013, references January 1, 2015 as the date the Town of Breckenridge's "moratorium" on new retail marijuana licenses will be lifted. As the special election regarding marijuana establishments on Main Street will take place on December 9th, 2014, and the next scheduled Town Council meeting is January 13th, 2015, staff understands Council may want to consider extending the "moratorium" on any new marijuana licenses until January 1, 2016 to avoid confusion with the submission of new license applications in 2015. This date change would allow Council the time to thoroughly consider the topic of new licenses based on the outcome of the Special Election and other factors.

The Municipal Services Office has received at least 4 inquiries in the last three months about new retail licenses in our current marijuana zoning area (outside of the downtown core). In all cases, the interested parties were directed to return after January 1, 2015, unless the ordinance was amended prior to that date.

The proposed ordinance change suggests January 1, 2016 as the date when the Local Licensing Authority may accept applications for new medical or retail marijuana licenses. In addition, it allows for a licensee to transfer ownership or change location as needed.

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

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2014

9
10 AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 4 OF THE BRECKENRIDGE
11 TOWN CODE, KNOWN AS THE “TOWN OF BRECKENRIDGE 2013 MARIJUANA
12 LICENSING ORDINANCE,” BY EXTENDING THE LIMITATION ON THE SUBMISSION
13 OF NEW LICENSE APPLICATIONS UNTIL JANUARY 1, 2016

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

17
18 Section 1. Section 4-14-8(D) of the Breckenridge Town Code is amended to read as
19 follows:

20
21 ~~D. Until January 1, 2015 only licensees who hold both a valid Town medical~~
22 ~~marijuana license and a valid state license issued under the Colorado Medical~~
23 ~~Marijuana Code on the effective date of this Chapter may submit an application~~
24 ~~for a license for a new retail marijuana establishment license under this Chapter;~~
25 ~~provided, however, that between the effective date of this Chapter and January 1,~~
26 ~~2015 a licensee who holds both a valid Town medical marijuana or retail~~
27 ~~marijuana license and a valid state license of the same type may transfer~~
28 ~~ownership of the local license in accordance with the applicable codes, the~~
29 ~~applicable administrative regulations, and Section 4-14-19 of this Chapter. The~~
30 ~~Local Licensing Authority shall not accept or process any application submitted~~
31 ~~in violation of this provision. **Until January 1, 2016 the Local Licensing**~~
32 ~~**Authority shall not: (i) accept or process an application for a new medical**~~
33 ~~**marijuana business or retail marijuana establishment license under this**~~
34 ~~**Chapter, or (ii) approve and issue any new medical marijuana business or**~~
35 ~~**retail marijuana establishment license under this Chapter. However, prior to**~~
36 ~~**January 1, 2016 the Local Licensing Authority may approve a transfer of**~~
37 ~~**ownership of an existing local license or a change of location of an existing**~~
38 ~~**licensed premises in accordance with the applicable codes, the applicable**~~
39 ~~**administrative regulations, and the applicable requirements of this Chapter.**~~
40 ~~**For the purpose of this Section, a “new medical marijuana or retail**~~
41 ~~**marijuana establishment license” means a local medical marijuana business**~~
42 ~~**or retail marijuana establishment license under this Chapter that was not**~~
43 ~~**issued by the Local Licensing Authority and in full force and effect prior to**~~
44 ~~**November 11, 2014.**~~

45
46 Section 2. Except as specifically amended by this ordinance, the Breckenridge Town

1 Code, and the various secondary codes adopted by reference therein, shall continue in full force
2 and effect.

3
4 Section 3. The Town Council finds, determines and declares that it has the power to
5 adopt this ordinance pursuant to: (i) the Colorado Medical Marijuana Code, Article 43.3 of Title
6 12, C.R.S.; (ii) Section 16 of Article XVIII to the Colorado Constitution; (iii) the Colorado Retail
7 Marijuana Code, Article 43.4 of Title 12, C.R.S.; (iv) the applicable administrative regulations;
8 (v) The Local Government Land Use Control Enabling Act, Part 1 of Article 20 of Title 29,
9 C.R.S.; (vi) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (vii)
10 Section 31-15-103, C.R.S. (concerning municipal police powers); (viii) Section 31-15-401,
11 C.R.S. (concerning municipal police powers); (ix) Section 31-15-501, C.R.S. (concerning
12 municipal authority to regulate businesses); (x) the authority granted to home rule municipalities
13 by Article XX of the Colorado Constitution; and (xi) the powers contained in the Breckenridge
14 Town Charter.

15
16 Section 4. The Town Council further finds, determines, and declares that this ordinance
17 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
18 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
19 thereof.

20
21 Section 5. This ordinance shall be published and shall become effective as provided by
22 Section 5.9 of the Breckenridge Town Charter.

23
24 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
25 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
26 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
27 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
28 Town.

29
30 TOWN OF BRECKENRIDGE, a Colorado
31 municipal corporation

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35 By: _____
36 John G. Warner, Mayor

37
38 ATTEST:

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42 _____
43 Helen Cospolich
44 Town Clerk

Memo



To: Breckenridge Town Council Members
From: Helen Cospolich, Municipal Services Manager
Date: 10/31/2014
Subject: Prosecuting Attorney Appointment Resolution

As presented at the last regular meeting, Council is required by Charter to appoint an assistant to the Town Attorney as necessary. It has been tradition to appoint the Town of Breckenridge Prosecuting Attorney, specifically for Municipal Court, separate from the Town Attorney.

The Resolution to be considered at this meeting appoints Mr. Robert Gregory, of West Brown Hunter Huntley Teodoru PC, as the Prosecuting Attorney. His agreement, which follows a standard form, is included for your review.

If approved, Mr. Gregory will begin his term as the Town of Breckenridge Prosecuting Attorney on January 1, 2015. This position is an annual appointment by the Council.

1 **FOR WORKSESSION/ADOPTION – November 11**

2
3
4 RESOLUTION NO. XX

5
6 SERIES 2014

7
8
9 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY
10 SERVICES WITH ROBERT GREGORY OF WEST BROWN HUNTLEY HUNTER TEODORU
11 PC FOR 2015

12
13
14 WHEREAS, the Town of Breckenridge desires to enter into a Municipal Court Prosecutor
15 agreement with WEST BROWN HUNTLEY HUNTER TEODORU PC for 2015;

16
17 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
18 BRECKENRIDGE, COLORADO:

19
20 Section 1. The Municipal Court Prosecutor agreement for 2015, a copy of which
21 is attached hereto as Exhibit "A" and by this reference made a part hereof, is
22 hereby approved in substantially the form attached as Exhibit "A" by the Town
23 Council.

24
25 Section 2. The Mayor of the Town of Breckenridge is authorized, empowered
26 and directed in the name of the Town of Breckenridge and on behalf of its Town
27 Council to make, execute and deliver the Municipal Court Prosecutor Agreement
28 in substantially the form attached hereto as Exhibit "A".

29
30 Section 3. Minor changes to or amendments of the approved agreement may be made
31 by the Town Manager if the Town Attorney certifies in writing that the proposed changes
32 or amendments do not substantially affect the fee to paid by the Town pursuant to the
33 approved agreement, or the essential elements of the approved agreement.

34
35
36 RESOLUTION ADOPTED AND APPROVED this ____ day of _____, 2014.

37
38
39 ATTEST:

TOWN OF BRECKENRIDGE

40
41
42 _____
43 Helen J. Cospolich, Town Clerk

John G. Warner, Mayor

44
45
46 APPROVED IN FORM

47
48
49 _____
50 Town Attorney

Date

MUNICIPAL COURT PROSECUTOR AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of November, 2014, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and WEST, BROWN, HUNTLEY, HUNTER & TEODORU, P.C., a Colorado professional corporation ("Attorneys").

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys to act as the prosecutor in the Town's Municipal Court ("Prosecutor") for the period commencing January 1, 2015 and ending December 31, 2015. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.

2. The Attorneys accept such employment and agree to perform the duties required of it as Prosecutor in a competent and professional manner.

3. The Attorneys are hired to, and shall perform, the following duties:

A. Prosecute all matters brought in the Town's Municipal Court ("Municipal Court"), including having Robert Gregory, or another competent prosecuting attorney, appear on behalf of the Town in each session of the Municipal Court, which sessions are generally scheduled on the second and fourth Wednesday of each month, with additional sessions scheduled as required by the Municipal Court's schedule.

B. Unless otherwise requested by the Town, represent the Town in any appeals of Municipal Court matters.

C. Advise any Town officer, department head or staff member in matters relating to Municipal Court.

D. Have Robert Gregory attend Town Council or other Town meetings when requested to do so by the Town Council or Town staff.

E. Prosecute disciplinary actions against liquor licensees before the Town of Breckenridge Liquor Licensing Authority.

F. Prosecute disciplinary actions against marijuana licensees before the Town of Breckenridge Marijuana Licensing Authority.

4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$110.00 per hour for each hour expended by Robert Gregory on matters related to the Municipal Court. Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with Municipal Court matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office, and in the

event any of those expense are chargeable to any defendant, defense attorney, or other third party under the Colorado Municipal Court Rules of Procedure or through common custom, the Attorneys agree to charge such amount to such third party, rather than seeking reimbursement for such items from the Town. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorneys for such services, and the Town shall provide the Attorneys with a portable laptop computer and remote access to court software (Justware). The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the fifth day of each month and shall be paid by the Town not later than the 15th day of each month.

5. The Attorneys shall not bill the Town for travel time to and from the Municipal Court. In the event that any other travel is required as part of Attorneys' duties, such travel shall be billed at the hourly rate set forth above.

6. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$1,000,000.00 yearly aggregate.

7. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.

8. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder.

9. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement. The Town understands that the Attorneys represent clients, in the past, present and future, which have business with and against other Departments within the Town government, including, but not limited to, the Department of Community Development, the Planning Commission and the Town Council. Pursuant to Rule 1.7 of the Colorado Rules of Professional Conduct, the Town hereby waives any conflict presented by the Attorneys' representation of clients where a Department within the Town government is an adverse party, so long as (i) there is no direct conflict with Breckenridge Municipal Court; (ii) the Attorneys reasonably believe they will be able to provide competent and diligent representation to each affected client; and (iii) the representation is not prohibited by law.

10. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council,

without liability to the Attorneys for breach, except liability for compensation due the Attorneys for services performed prior to the termination, and without the need for either cause for the termination or a hearing.

11. Throughout the extended term of this Agreement, Attorneys shall not:

A. knowingly employ or contract with an illegal alien to perform work under this Agreement; or

B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have verified or have attempted to verify through participation in the Federal Basic Pilot Program that Attorneys do not employ any illegal aliens; and if Attorneys are not accepted into the Federal Basic Pilot Program prior to the extension of the term of this Agreement, Attorneys shall apply to participate in the Federal Basic Pilot Program every three months thereafter, until Attorneys are accepted or this Agreement has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Federal Basic Pilot Program is discontinued.

Attorneys are prohibited from using Federal Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

A. notify such subcontractor and the Town within three days that Attorneys have actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violate any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 13, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

12. Attorneys may contract with another qualified attorney to act as a substitute prosecutor in the event that Robert Gregory is unavailable to attend any Municipal Court session. The Attorneys shall pay such substitute prosecutor directly at the hourly rate set forth in this Agreement, and the Town shall reimburse Attorneys for such costs.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

TOWN OF BRECKENRIDGE

Town Clerk

John Warner, Mayor

WEST, BROWN, HUNTLEY, HUNTER &
TEODORU, P.C.

By: Robert Gregory, Attorney

TIMOTHY H. BERRY, P.C.

A Professional Corporation
Attorney At Law

P.O. Box 2
Leadville, CO 80461

Telephone (719) 486-1889
Facsimile (719) 486-3039

Timothy H. Berry

November 3, 2014

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

RE: Proposed 2015 Legal Services Agreements

Dear Mayor Warner and Councilmembers:

It is time for the Council to consider my agreement for 2015.

Enclosed is a proposed agreement. It is identical in substance to the contract that you approved last year.

I look forward to continuing my relationship with the Town. I will be happy to discuss these proposed agreement with you on Tuesday.

Very truly yours,



Timothy H. Berry

THB

1 **FOR WORKSESSION/ADOPTION – November 11**

2
3 RESOLUTION NO. __

4
5 SERIES 2014

6
7 A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY
8 SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2015

9
10 WHEREAS, the Town of Breckenridge desires to enter into a Town Attorney Agreement
11 with Timothy H. Berry, P.C. for 2015;

12
13 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
14 BRECKENRIDGE, COLORADO:

15
16 Section 1. The Town Attorney Agreement with Timothy H. Berry, P.C. for 2015,
17 a copy of which is attached hereto as Exhibit "A" and by this reference made a
18 part hereof, is hereby approved by the Town Council.

19
20 Section 2. The Mayor of the Town of Breckenridge be and hereby is authorized,
21 empowered and directed in the name of the Town of Breckenridge and on behalf
22 of its Town Council to make, execute and deliver the Town Attorney Agreement
23 attached hereto as Exhibit "A".

24
25 RESOLUTION ADOPTED AND APPROVED this ____ day of _____, 2014.

26
27
28 ATTEST:

TOWN OF BRECKENRIDGE

29
30
31
32 _____
33 Helen J. Cospolich, Town Clerk

34
35
36 APPROVED IN FORM

37
38
39
40 _____
41 Town Attorney

Date

TOWN ATTORNEY AGREEMENT

This Agreement (“**Agreement**”) is made and entered into this _____ day of _____ 20____, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and TIMOTHY H. BERRY, P.C., a Colorado corporation (“**Attorneys**”).

WITNESSETH:

1. The Town does hereby employ and retain the Attorneys as Town Attorney for the period commencing January 1, 2015 and ending December 31, 2015. The Attorneys shall perform the services as more fully described in Paragraph 3 of this Agreement.
2. The Attorneys accept such employment and agree to perform the duties required of it as Town Attorney in a competent and professional manner.
3. The Attorneys are hired to, and shall perform, the following duties:
 - A. Act as legal advisor to, and be the attorney and counsel for, the Town Council.
 - B. Advise any Town officer, department head or staff member in matters relating to his or her duties. To facilitate the performance of this duty, Timothy H. Berry, President of Attorneys, shall be available in the Town Hall offices from 9:00 a.m. to 4:30 p.m. each Tuesday, except on those Tuesdays when Timothy H. Berry is to attend a Town Council or Planning Commission meeting, in which event he shall be available until the conclusion of such meeting.
 - C. Prepare and review ordinances, contracts and other written instruments when requested by the Town Council, municipal officials or staff members and promptly give its opinion as to the legal consequences thereof.
 - D. Call to the attention of the Town Council, municipal officials and staff members all matters of law, and changes and developments therein, which affect the Town.
 - E. Have Timothy H. Berry attend all regular and special meetings of the Town Council.
 - F. Have Timothy H. Berry attend regular and special Town Planning Commission meetings when requested to do so by the Town staff or the Planning Commission.
 - G. Have Timothy H. Berry attend meetings of the Breckenridge Open Space Advisory Commission when requested to do so by the Town staff or the Open Space Advisory Commission.
 - H. Have Timothy H. Berry attend meetings of the Town’s Liquor Licensing Authority when requested to do so by the Town staff or the Liquor Licensing Authority.

2015 TOWN ATTORNEY AGREEMENT

- I. Unless otherwise directed by the Town Council, the Attorneys shall represent the Town in any litigation in state or federal courts or before administrative agencies.
4. As compensation for the services to be provided by the Attorneys as set forth in Paragraph 3, the Town shall pay the Attorneys the sum of \$160.00 per hour for each hour of time, whether litigation or non-litigation, expended by Timothy H. Berry (whether in the Towns offices or the Attorneys' offices). Attorneys shall also be reimbursed for all reasonable and necessary expenses which it may pay or incur on behalf of the Town in connection with litigation matters including, but not limited to, the cost of subpoenas, witness fees and photocopying costs incurred outside of Attorneys' office. Computerized legal research services performed for the Town shall be billed to the Town at the same rate paid by the Attorney for such services. The Attorneys shall submit to the Town on a monthly basis an itemized billing detailing all services performed for the Town during the preceding month. The Attorneys' monthly statement for services rendered shall be mailed to the Town on or before the first day of each month and shall be paid by the Town not later than the 15th day of each month.
5. Notwithstanding the provisions of Paragraph 4 of this Agreement, legal services performed by the Attorneys for the Town which are to be reimbursed by third parties (such as real estate developers or property owners) shall be billed at the rate of \$220.00 per hour. Such services shall be separately billed and accounted for as directed by the Financial Services Manager of the Town.
6. The Attorneys shall not bill the Town for travel time to and from Attorneys' Leadville office and Breckenridge. In lieu thereof, the Town shall pay to the Attorneys a mileage allowance of \$0.25 per mile round trip for each regularly scheduled trip made on Town business by Attorneys.
7. The Attorneys shall at all times maintain professional liability insurance in an amount of not less than \$1,000,000.00 per claim/\$ 1,000,000.00 yearly aggregate.
8. The Attorneys shall not be entitled to paid vacation, health benefits, sick leave or any other benefit paid, given or provided to Town employees.
9. The Attorneys understands that (i) Town will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Attorneys are obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Attorneys are not entitled to workers' compensation benefits from the Town or the Town's workers' compensation insurance carrier; and (iv) Attorneys are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Attorneys or some other entity. Attorneys agree to indemnify and hold Town harmless from any liability resulting from Attorneys' failure to pay or withhold state or federal taxes on the compensation paid hereunder

2015 TOWN ATTORNEY AGREEMENT

10. The Attorneys shall devote so much of the firm's time to the business of the Town as may be required to assure proper representation of the Town, but the Attorneys shall not be prevented from taking other employment by reason of this Agreement; provided, however, that the Attorneys shall not enter into other contractual or business relationships, nor undertake to represent a client, when such contract, business relationship or representation would create a conflict of interest as to Attorneys' continued representation of Town.
11. The Attorneys understand and acknowledge that the firm serves at the pleasure of the Town Council, and that this Agreement may be terminated at any time by the Town Council, without liability to the Attorneys for breach, and without the need for either cause for the termination or a hearing.
12. Throughout the extended term of this Agreement, Attorneys shall not:
 - A. knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
 - B. enter into a contract with a subcontractor that fails to certify to Attorneys that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Attorneys have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment employment verification program. As used in this provision: (i) the term "E-Verify Program" means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program; and (ii) the term "Colorado Department of Labor and Employment employment verification program" means the program established by Section 8-17.5-102(5)(c), C.R.S.

Attorneys are prohibited from using E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

If Attorneys obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Attorneys shall:

- A. notify such subcontractor and the Town within three days that Attorneys has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- B. terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not stop employing or contracting with the illegal alien; except that Attorneys shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Attorneys shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Attorneys violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. or this Section 12, the Town may terminate this Agreement for a breach of the contract. If this Agreement is so terminated, Attorneys shall be liable for actual and consequential damages to the Town.

13. The Town shall contract with another attorney or law firm to handle the prosecution of municipal ordinance violations in the Town's Municipal Court, and appeals from the judgments of such court. Such services are excluded from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

TIMOTHY H. BERRY, P.C., a Colorado
corporation

By: _____
Timothy H. Berry, President

100-2-0\2015 Retainer Agreement (11-29-12)

2015 TOWN ATTORNEY AGREEMENT

Page 5 of 5

Memorandum

TO: TOWN COUNCIL
FROM: Dale Stein, Assistant Town Engineer
DATE: November 5, 2014
RE: Public Projects Update

SH 9 Median and Roundabout Improvements

Construction work has been completed for the year for phase 1 of the SH9 Median and Roundabout Improvements. The detours and lane closures have been removed and both lanes of SH9 are fully open in the project area. All of the concrete for the project has been poured and completed.

In spring of 2015, the landscaping portion of the project will be completed. New trees and annuals will be planted throughout the median. Additionally, decorative poles will be installed and hanging flower baskets and banners will be attached to the poles. The landscaping plan will be finalized this winter and the project will be bid in March of 2015.



Stamped concrete and “ski track” in the Highway 9 Median



Highway 9 Median near the Park Ave roundabout. Next year, decorative poles will be attached to the pole bases shown in the picture.

North Main Street Park

Construction work is nearing completion for the year on the North Main Street Park. Recently, stone retaining walls were constructed, concrete sidewalks were poured, and underground irrigation, electric and drainage utilities were installed. Remaining work includes pouring of additional concrete sidewalk, installation of a handrail and fence, and final grading operations. This remaining work is scheduled to be completed by next week.

Next year, landscaping and playground equipment will be installed in the park. The official opening of the park will occur in the summer of 2015.



The border is being formed for the playground area, which extends from the lower retaining wall to the concrete forms in the picture.



The sidewalk which connects Main Street to the Carter Museum was recently poured.

Old Masonic Hall

This week the construction team is completing the exterior utility work and prepping for curb, gutter, and sidewalk concrete pours on Washington Avenue. Inside the building work on plumbing rough-ins continues.



Curb and gutter is prepped for concrete.



Electricians work on installing conduit to the building.

Breckenridge Theater Addition

The Breckenridge Theater Addition project is moving forward with final tweaks to the design and completion of the Design Development level drawings. Staff will be advertising for a general contractor in the coming weeks. Once the contractor is added to the team, a cost estimate of the project will be performed to further evaluate the budget and design prior to completion of the Construction Documents. Construction is targeted to begin in spring of 2015.

Breckenridge Grand Vacations Community Center

The Community Center is continuing to move forward with numerous ongoing construction activities both inside and outside the building. The contractor is currently working on a variety of final finish type construction items inside the building including painting, installation of trim, millwork and placement of acoustical material in anticipation of a mid- December completion date. Items scheduled to start soon include the installation of lights, ceiling fans, carpet, kitchen equipment, concessions equipment and window treatments. The Speakeasy movie addition is also progressing well with the recent completion of drywall in the concessions, completion of the installation of the acoustic materials in the theater, and final exterior masonry. Work will also begin soon on the final finishes in the addition including bathroom tile, painting, millwork, flooring, and concessions equipment. Workers have also begun installing the audio video equipment in the theater along with AV in the meeting rooms in the building.

With the continued warm weather in October, the contractor was able to make good progress on the exterior grading and landscaping features. The Contractor has finished the grading, was able to plant numerous trees and did place new sod along the south and east sides of the building. A final landscaping effort will take place in the spring of 2015 and will include installation of the smaller planting materials around the building, start-up of the irrigation system and installation of benches and bike racks.

Recently the “book” sculpture was relocated from the existing library to the Community Center site. The new “date night” sculpture at the movie theater plaza is scheduled to be set later in November.

An overall milestone schedule for the project is shown below.

**Breckenridge Grand Vacations Community Center
Construction Schedule Milestone Update**

November 3rd – December 12th	Final building finishes
December 1st through 12th	Building Certificate of Occupancy process
December 1st through 29th	Library move and pre-opening operations.
December 15th (week of)	The Speakeasy Opening (date to be determined).
December 20th	Available for tenant move-in
December 29th	Summit County South Branch Library “soft open”
Early January, 2015	BGVCC Opening Celebration (to be confirmed)



Photo left shows the reinstatement of the tin ceiling in the BHA Archive room.



Floors in the movie theater have been sealed and the acoustic material is being placed on walls and ceiling.



Work is continuing on the installation of millwork and stairs and 1021 buildings.

MEMO

TO: Breckenridge Town Council
FROM: Laurie Best-Community Development Department
RE: Child Care Proforma
DATE: November 4, 2014 (for worksession November 11th)

Staff has modified the Child Care Fund Proforma based on feedback from the Council retreat. The attached proforma includes a transfer of \$3,113,864.00 from the Excise Fund back into the Child Care Fund and a transfer of the Marijuana Fund balance (2015 and 2016) into the Child Care Fund. It should be noted that the transfer back from the Excise Fund occurs in 2014 for program expenses for that year (\$813,864). Further, the 2015 transfer (\$2,300,000) covers the program expenses while it is being modified over the next few years. The total of these transfers was based on the 2013 year-end fund balance for the child care program. Staff also made a revision to the projected program expense to account for the Committee's Recommendation for central administration which is anticipated to increase the program cost by approximately one SFE effective 2015. With all of the adjustments the Child Care Fund is solvent thru 2018. Staff will be available to answer questions at your worksession and we have scheduled a subsequent worksession in December to discuss the Committee's recommendations for the modifications to the program.

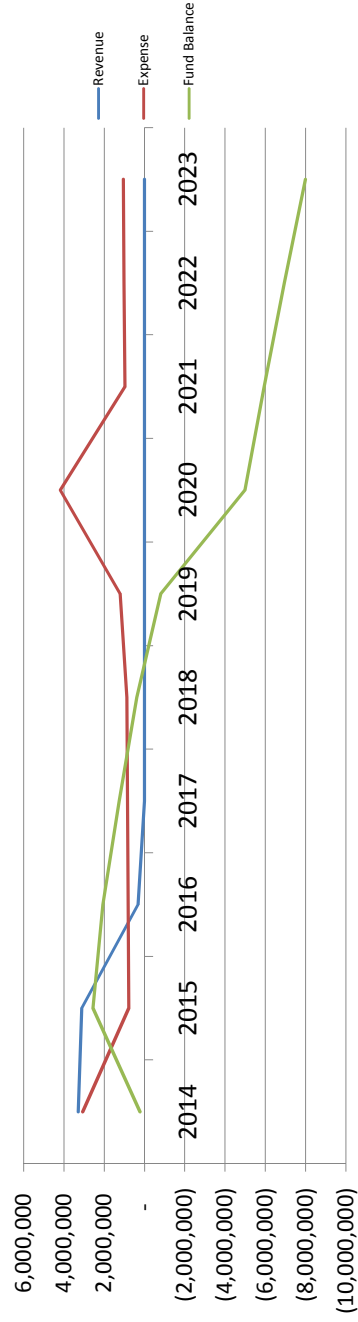
	A	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	
1	Childcare Fund Proforma (Nov 3, 2014)																				
2		Childcare Program was included in Housing Fund until 2014																			
3		Actual 2012	Budget 2013	Actual 2013	Budget 2014	Projected 2014	Projected 2015	Projected 2016	Projected 2017	2018	2019	2020	2021	2022	2023						
4		2012	2013	2013	2014	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023						
5	Childcare																				
6	Beginning Balance	2,337,017.00	2,788,671.00	2,788,671.00	0.00	0.00	220,206.00	2,558,273.00	2,073,567.60	1,247,440.97	388,641.26	-804,133.28	-4,982,236.33	-5,947,075.57	-6,950,114.79						
7	Expenditures																				
8	Childcare Staffing/Admin (Wage)-15% FTE				15,816.00	15,816.00	16,212.00	16,688.36	17,199.31	17,715.29	18,246.75	18,794.15	19,357.98	19,938.72	20,536.88	3% a year					
9	Childcare Governance Board				5,004.00	5,004.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00						
10	Childcare Scholarships	572,142.00	611,192.00	628,814.83	687,396.00	656,996.00	743,276.00	773,007.04	803,927.32	836,084.41	869,527.79	904,308.90	940,481.26	978,100.51	1,017,224.53	4% a year after 2013-2015 includes 1 additional SFE for central admin					
11	Childcare Salary Supplements	50,000.00	50,000.00	50,000.00																	
12	Childcare-VB start up and on-going building cost (insurance/maintenance)																				
13	Childcare-Fund Investments		2,376,000.00	2,376,000.00	3,972.00	3,851.00	3,972.00														
14	Misc Expense/Liability Insurance			981.22																	
15	New Center-design/construction																				
16	Transfer to Excise																				
17	Total Childcare Expenditures	622,142.00	3,037,192.00	3,055,796.05	712,188.00	3,068,663.00	768,460.00	794,705.40	826,126.63	858,799.70	1,192,774.54	4,178,103.05	964,839.23	1,003,039.22	1,042,761.41						
18																					
19	Revenue																				
20	Excise Transfer	1,073,796.00	926,160.00	926,160.00	813,864.00	813,864.00	2,300,000.00	310,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
21	Transfer from Marijuana Fund																				
22	Investment Income (Corum loan)		60,224.00	62,370.00		83,160.00															
23	Investment Principal		2,376,000.00			2,376,000.00															
24	Misc Income and Fund Interest					15,845.00	16,527.00														
25	Grant Income																				
26	Total Childcare Revenue	1,073,796.00	3,362,384.00	988,530.00	821,868.00	3,288,869.00	3,106,527.00	310,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
27																					
28	Year End Balance/Sustainability Reserve	2,788,671.00	3,113,863.00	721,404.95	109,680.00	220,206.00	2,558,273.00	2,073,567.60	1,247,440.97	388,641.26	(804,133.28)	(4,982,236.33)	(5,947,075.57)	(6,950,114.79)	(7,992,876.20)						
29																					
30																					
31																					
32																					
33																					
34																					

Childcare Fund Pro Forma

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Beg Fund Bal	\$ -	\$ 220,206	\$ 2,558,273	\$ 2,073,568	\$ 1,247,441	\$ 388,641	\$ (804,133)	\$ (4,982,236)	\$ (5,947,076)	\$ (6,950,115)
Revenue										
Fund Balance Transfer	813,864	3,090,000	310,000	-	-	-	-	-	-	-
Conum Pmts.	2,459,160	-	-	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-	-	-	-
Other	15,845	16,527	-	-	-	-	-	-	-	-
Total Revenue	3,288,869	3,106,527	310,000	-	-	-	-	-	-	-
Available	\$ 3,288,869	\$ 3,326,733	\$ 2,868,273	\$ 2,073,568	\$ 1,247,441	\$ 388,641	\$ (804,133)	\$ (4,982,236)	\$ (5,947,076)	\$ (6,950,115)
Expenses										
Scholarships	655,996	743,276	773,007	803,927	836,084	869,528	904,309	940,481	978,101	1,017,225
Operations	35,667	25,184	21,698	22,199	22,715	23,247	23,794	24,358	24,939	25,537
New Facility Exp.	-	-	-	-	-	300,000	3,250,000	-	-	-
Fund Bal. Transfer	2,376,000	-	-	-	-	-	-	-	-	-
Total Expenses	3,068,663	788,460	794,705	826,127	858,800	1,192,775	4,178,103	964,839	1,003,039	1,042,761
Total Exp	\$ 3,068,663	\$ 788,460	\$ 794,705	\$ 826,127	\$ 858,800	\$ 1,192,775	\$ 4,178,103	\$ 964,839	\$ 1,003,039	\$ 1,042,761
Inc./(Dec)	\$ 220,206	\$ 2,338,067	\$ (484,705)	\$ (826,127)	\$ (658,800)	\$ (1,192,775)	\$ (4,178,103)	\$ (964,839)	\$ (1,003,039)	\$ (1,042,761)
Fund Balance	\$ 220,206	\$ 2,558,273	\$ 2,073,568	\$ 1,247,441	\$ 388,641	\$ (804,133)	\$ (4,982,236)	\$ (5,947,076)	\$ (6,950,115)	\$ (7,992,876)

NOTES:

Fund Balance Analysis



MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: November 6, 2014
SUBJECT: Committee Reports for 11-11-2014 Council Packet

Recreation Advisory Committee **Sept. 25, 2014** **Mike Barney/Jenise Jensen**

The Recreation Advisory Committee held its bimonthly meeting on July 17, 2014. Committee members include Don Danker (absent), Judy Farrell, Marty Ferris, Toby Babich, Amy Perchick, Larry Willhite and Wolf Edberg. The following agenda items were covered:

- **Project Update:** Mike updated the committee on the 3 projects. The Skate Park has evolved from the original design, they are still pouring concrete and it may open on Oct. 6th to the public. The surrounding landscaping will not be finished at that time. The Artificial Turf field is also finishing up. Mike discussed that there is fencing all around and current discussions are about leaving the field open for the community to enjoy when it is not reserved/rented. We do need to avoid steel cleats, dogs, food and beverage on the field. Larry asked about signage. Toby asked if we had legal counsel since it's not a natural element. He knows there are different risks as he's played on artificial turf. Mike mentioned that the Town has governmental immunity as long as the field is maintained and we are not negligent. Mike will talk with staff about reaching out to user groups to do education, orientation, an info sheet, etc. Lastly the Main Street Park has been started. The grading and excavation will be done this fall and it should open by July 4, 2015.
- **Fitness Forums:** Marika Page, Fitness Coordinator, held 2 fitness forums and Marty indicated she attended one of them. Marty shared that the fitness users like the weekly online schedule with instructors. Amy suggested another forum in the winter to capture different demographics.
- **Recreation Center Renovation:** Mike wanted to respond to the Committee regarding their questions on this topic. He explained the need for project has to be driven by the community, not staff. There is just under \$3m set aside in the town's Capital budget starting in 2016 that will be discussed at the upcoming council budget retreat. Amy asked when is the meeting and when can people speak, as she knows people that are interested. It was explained that the public can comment at Council meetings, as well as at the fall budget retreat. Toby stated he would reach out to Council and asked about utilizing Engage Breck for this topic. Marty mentioned she had spoken with the Town Manager. The committee as a whole stated that the Rec Center needs a renovation, that utilization has grown over 25 years. Larry stated that he believes the Council should listen to staff recommendations and echoed the suggestion it be put on Engage Breck. Larry also believes school and Town recreation amenities should be separate. People need to understand and compromise. Before he could support a separate tennis facility, he would want to know what other mountain communities have indoor tennis and are they successful? The committee feels there should be a priorities discussion.
- **Committee Priorities:** The Advisory Committee unanimously stated they felt their top priority for 2015 should be a Rec Center Renovation. (There was also discussion on what will be done during closure (i.e. flooring, pool mechanical, equipment). The 2nd priority should be child and youth programs. Amy stated there still needs to be more focused programs (i.e. skating, bowling) but programs are headed in a good direction. She mentioned the 1/2 day skills camp with the option to go to camp for the rest of the day in the summer. Toby suggested basketball camps, soccer camps, offer things that are not available elsewhere and with more variety. Marty stated that it's important to make it convenient for parents, with 1/2 a day of skills and 1/2 a day of something else, that just a 1/2 day does not work. The 3rd priority suggested was Adult Sports Leagues after work, or drop in times, dependent upon usage demands.
- **General Feedback:** General feedback was that the women like the newer showerheads, and doors would be nice. Staff has told some users they cannot use the family rooms (Without a family) and Mike will follow up with staff regarding those rooms are available to be used by any user. Toby mentioned that Brian Schaefer, the Sports Coordinator, is open to feedback and he appreciates this.

Police Advisory Committee (PAC) **Nov. 5, 2014** **Chief Haynes**

The Police Advisory Committee (PAC) held its bimonthly meeting on November 5, 2014. The Chief, Assistant Chief and PAC members discussed the following:

- **Updates:** Chief Haynes updated the Committee on the Marijuana Ballot, outreach to the community regarding snow shoveling in the town core, and the increase in parking fines effective December 1, 2014. She also explained that a task force is being created to consider parking goals and strategies going forward.
- **Introduction of Assistant Chief McLaughlin:** The new Assistant Chief, Dennis McLaughlin, gave a brief summary of his background and relocation to Breckenridge. He reviewed the department’s new traffic initiative using social media to educate residents and guests on the location of traffic enforcement. In addition, he discussed the possibility of implementing a “Coffee with a Cop” program.
- **Animal Control:** Sgt. Collver summarized changes to the recently adopted Animal Control Ordinance including increased fines as well as increased responsibilities required of animal owners.
- **Parking & Transit:** Sgt. Collver reminded the Committee that pay parking is effective this Friday, December 7th. He discussed the development of parking projects designed to improve occupancy in underutilized lots and the overall parking experience for customers. “Way-finding” options are being explored in an effort to make it easier to locate available parking. Sgt. Collver is also working with Community Development to improve parking signage.
- **Staffing:** Administrative Analyst Cathy Luc provided an update on staffing, current recruitments and recent changes made to the application process. A recently awarded federal grant will fund an additional officer position with a focus on addressing mental health issues in the community. Assistant Chief McLaughlin gave an overview of issues affecting retention and the subsequent impact on recruiting.

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	No Meeting/Report
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	No Meeting/Report
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Liquor Licensing Authority*	Taryn Power	No Meeting/Report
Wildfire Council	Matt Thompson	No Meeting/Report
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	No Meeting/Report
Police Advisory Committee	Chief Haynes	No Meeting/Report
CMC Advisory Committee	Tim Gagen	No Meeting/Report
Recreation Advisory Committee	Mike Barney	Included

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

** Minutes to some meetings are provided in the Manager’s Newsletter.*



MEMORANDUM

To: Tim Gagen, Town Manager; Rick Holman, Assistant Town Manager
From: Finance and Municipal Services Dept.
Date: November 3, 2014
Subject: *Changes to the 2015 Proposed Budget per the Budget Retreat*

As we discussed at the budget retreat, the attached pages show the increases in revenue for the Water Fund based on the rate discussion. Additionally, the increases in expenditures for the 2015 Capital Improvement plan/Capital Fund, the Marketing Fund and the transfers from the Excise Fund into the Marketing and Capital Funds to subsidize those additional expenditures.

1. Water Fund: revenues updated per rate changes discussed at Retreat.
2. Capital Fund: Median B project moved from 2016 to 2015 resulting in an increase in expenditures of \$500,000 in the Capital Fund. Corresponding increase in revenues (Transfer from Excise).
3. Marketing Fund: Charges for Services-DMO line increased by \$784k. Transfer from Excise revenue increased by \$500k and fund balance decreased by \$284k.
4. Marijuana Fund: Transfer \$790k to Child Care Fund.
5. Child Care Fund: Increased revenues by \$790k from Marijuana Fund and \$1,417,836 from Excise (\$2.3 million replaced \$882,164 transfer previously budgeted).
6. Excise Fund: expenditures increased by \$2.4 million per above changes.

Also attached is a Reserves Analysis updated for the above changes.

Staff will be available to answer any questions Council may have.

UTILITY FUND

January 1, 2013	FUND BALANCE	\$	9,591,045
	REVENUE	\$	3,483,985
	EXPENSES	\$	3,506,763
	ACTUAL GAIN / (REDUCTION)	\$	(22,778)
<hr style="border-top: 1px solid black;"/>			
December 31, 2013	FUND BALANCE	\$	9,568,267
<hr style="border-top: 3px double black;"/>			
January 1, 2014	FUND BALANCE	\$	9,568,267
	PROJECTED REVENUE	\$	3,983,063
	PROJECTED EXPENSES	\$	3,592,069
	PROJECTED GAIN / (REDUCTION)	\$	390,994
<hr style="border-top: 1px solid black;"/>			
December 31, 2014	FUND BALANCE	\$	9,959,261
<hr style="border-top: 3px double black;"/>			
January 1, 2015	FUND BALANCE	\$	9,959,261
	BUDGETED REVENUE	\$	4,394,870
	BUDGETED EXPENSES	\$	5,151,428
	PROPOSED GAIN / (REDUCTION)	\$	(756,558)
	RESERVED FOR DEBT SERVICE	\$	37,000
<hr style="border-top: 1px solid black;"/>			
December 31, 2015	FUND BALANCE	\$	9,165,703 Fully appropriated
<hr style="border-top: 3px double black;"/>			

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

	2013 ACTUAL	2014 BUDGET	2014 ESTIMATED	2015 PROPOSED
FUND BALANCE, JANUARY 1	\$ 1,665,531	\$ 7,207,468	\$ 7,207,468	\$ 8,673,878
REVENUES				
Grants	\$ -	\$ -	\$ 506,575	\$ -
Misc. Income	\$ -	\$ -	\$ 62,000	\$ -
Interest Income	\$ 5,042	\$ -	\$ -	\$ -
Summit County Payment	\$ 545,271	\$ 512,000	\$ 873,268	\$ 200,000
Parking District	\$ 5,578	\$ -	\$ -	\$ -
McCain Rent/Rock Royalties	\$ 69,551	\$ 81,000	\$ 100,250	\$ 102,750
Transfer from General Fund	\$ -	\$ 517,000	\$ 517,000	\$ -
Transfer from Open Space	\$ -	\$ -	\$ -	\$ 625,000
Transfer from Excise Tax	\$ 10,754,500	\$ 9,099,683	\$ 9,100,000	\$ 4,261,000
Transfer from Conservation	\$ 38,004	\$ 55,000	\$ 55,000	\$ 65,000
Previous Spending Authority	\$ 51,520	\$ -	\$ -	\$ -
Supplemental Appropriations	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 11,469,467	\$ 10,264,683	\$ 11,214,093	\$ 5,253,750
TOTAL AVAILABLE	\$ 13,134,998	\$ 17,472,151	\$ 18,421,561	\$ 13,927,628
EXPENDITURES				
Current Capital Projects	\$ 5,927,530	\$ 9,747,683	\$ 9,747,683	\$ 5,253,452
Previous Spending Authority	\$ -	\$ 6,458,035	\$ -	\$ 8,674,176
TOTAL EXPENDITURES	\$ 5,927,530	\$ 16,205,718	\$ 9,747,683	\$ 13,927,628
FUND BALANCE, DECEMBER 31	\$ 7,207,468	\$ 1,266,433	\$ 8,673,878	\$ -

TOWN COUNCIL ACTION:

Capital Improvement Plan Summary for 2015

	A list			B List	Total of A & B Projects	Annual Impact on Operational Budget
	Other Funding	Capital Fund	Total cost			
Administration						
Arts District Signs	0	75,700	75,700	0	75,700	0
Riverwalk Sound/Lighting Upgrades	0	160,000	160,000	0	160,000	0
0	0	235,700	235,700	0	235,700	0

Recreation

Water Slide Replacement	0	130,000	130,000	-	130,000	0
0	0	130,000	130,000	0	130,000	0

Public Works

Utility Undergrounding	0	200,000	200,000	0	200,000	0
Roadway Resurfacing	0	600,000	600,000	0	600,000	0
SH 9 Median A (Coyne Valley to 4 Mile Bridge)	0	200,000	200,000	0	200,000	5,000
SH 9 Median B (Valley Brook to Coyne Valley)	0	500,000	500,000	0	500,000	5,000
Ice Rink Roof	0	185,000	185,000	0	185,000	-4,000
McCain MP/Implementation	102,752	0	102,752	0	102,752	0
Heated Sidewalks (Jefferson is \$300K)	0	565,000	565,000	0	565,000	6,500
Ice Rink Parking Lot Expansion	0	310,000	310,000	0	310,000	0
Blue River Reclamation	800,000	1,200,000	2,000,000	0	2,000,000	0
Main Street Electric Transformer	0	50,000	50,000	0	50,000	0
Coyne Valley Road Bridge	0	0	0	2,000,000	2,000,000	0
TOTAL	902,752	3,810,000	4,712,752	2,000,000	6,712,752	12,500

Community Development

Public Bathrooms	0	125,000	125,000	0	125,000	15,000
Blue River Parks	25,000	25,000	50,000	0	50,000	???
TOTAL	25,000	150,000	175,000	0	175,000	15,000

GRAND TOTAL	927,752	4,325,700	5,253,452	2,000,000	7,253,452	27,500
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Funding Sources

	Other Funding	Capital Fund	Total Funds
Current Revenue/Reserves	-	4,260,700	4,260,700
McCain Revenues	102,752		102,752
Denver Water Funds (Blue River Reclaim)	200,000		200,000
Open Space Fund (Blue River Reclaim)	600,000		600,000
Open Space Fund (Blue River Parks)	25,000		25,000
Conservation Trust Transfer	65,000		65,000
TOTAL	992,752	4,260,700	5,253,452

**TOWN OF BRECKENRIDGE
2015 ANNUAL BUDGET
MARKETING FUND ANALYSIS**

	2013 ACTUAL	2014 BUDGET	2014 ESTIMATED	2015 PROPOSED
FUND BALANCE, JANUARY 1	\$ 343,321	\$ 300,690	\$ 300,690	\$ 464,021
 <u>REVENUES</u>				
Business License	\$ 592,093	\$ 623,000	\$ 649,437	\$ 649,000
Accommodation Tax	\$ 1,404,600	\$ 1,412,977	\$ 1,701,573	\$ 1,720,500
Sales Tax	\$ 277,931	\$ 274,594	\$ 324,839	\$ 330,900
Interest Income	\$ 762	\$ 600	\$ 1,188	\$ 1,239
Miscellaneous Income	\$ 54	\$ -	\$ 770	\$ -
Transfer From Excise Fund (includes 0.5%)	\$ 501,643	\$ 1,151,635	\$ 1,255,374	\$ 1,114,500
US Pro Challenge Revenue	\$ 40,028	\$ -	\$ 24,500	\$ -
	<u>\$ 2,817,111</u>	<u>\$ 3,462,806</u>	<u>\$ 3,957,681</u>	<u>\$ 3,816,141</u>
TOTAL REVENUES				
TOTAL AVAILABLE	<u>\$ 3,160,432</u>	<u>\$ 3,763,496</u>	<u>\$ 4,258,371</u>	<u>\$ 4,280,162</u>
 <u>EXPENDITURES</u>				
Materials and Supplies	\$ 24,053	\$ -	\$ -	\$ -
Marketing-Community Fund	\$ 275,273	\$ 447,000	\$ 439,000	\$ 426,250
Charges for Services-DMO	\$ 2,550,000	\$ 3,346,000	\$ 3,346,000	\$ 3,848,650
Fixed Charges	\$ 10,416	\$ 9,348	\$ 9,348	\$ 4,667
Fully Appropriated Fund Balance	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	<u>\$ 2,859,742</u>	<u>\$ 3,802,348</u>	<u>\$ 3,794,348</u>	<u>\$ 4,279,567</u>
FUND BALANCE, DECEMBER 31	<u>\$ 300,690</u>	<u>\$ (38,854)</u>	<u>\$ 464,021</u>	<u>\$ 593</u>

Budgeted Community Fund items are:

\$ 225,000	USPCC
\$ 101,250	Dew Tour
\$ 100,000	Opportunity Fund
<u>\$ 426,250</u>	

**TOWN OF BRECKENRIDGE
2015
ANNUAL BUDGET
MARIJUANA FUND ANALYSIS**

	2013 ACTUAL	2014 BUDGET	2014 ESTIMATED	2015 PROPOSED
FUND BALANCE, JANUARY 1	\$ -	\$ 108,212	\$ 108,212	\$ 487,892
REVENUES				
Medical Marijuana Tax	\$ 135,547	\$ 30,816	\$ 62,072	\$ 37,200
Retail Marijuana Tax	\$ -	\$ 499,999	\$ 441,527	\$ 441,500
Marijuana Licensing	\$ 18,681	\$ -	\$ 9,282	\$ 12,000
TOTAL REVENUES	\$ 154,228	\$ 530,815	\$ 512,881	\$ 490,700
TOTAL AVAILABLE	\$ 154,228	\$ 639,027	\$ 621,093	\$ 978,592
EXPENDITURES				
Personnel	\$ -	\$ 90,144	\$ 77,601	\$ 82,855
Materials and Supplies	\$ -	\$ 600	\$ 600	\$ 600
Charges for Services	\$ 46,016	\$ 92,988	\$ 55,000	\$ 103,000
Transfer to Child Care Fund	\$ -	\$ -	\$ -	\$ 790,000
Fully Appropriated Fund Balance	\$ -	\$ 416,880	\$ -	\$ 2,137
TOTAL EXPENDITURES	\$ 46,016	\$ 600,612	\$ 133,201	\$ 978,592
FUND BALANCE, DECEMBER 31	\$ 108,212	\$ 38,415	\$ 487,892	\$ 0

**TOWN OF BRECKENRIDGE
2015
ANNUAL BUDGET
CHILD CARE FUND ANALYSIS**

	2013 ACTUAL	2014 BUDGET	2014 ESTIMATED	2015 PROPOSED
FUND BALANCE, JANUARY 1	\$ -	\$ (0)	\$ (0)	\$ 220,206
<u>REVENUES</u>				
Transfer from Excise	\$ -	\$ -	\$ -	\$ 2,300,000
Transfer from Affordable Housing	\$ -	\$ 813,864	\$ 813,864	\$ -
Transfer from Marijuana	\$ -	\$ -	\$ -	\$ 790,000
Investment Income	\$ -	\$ 8,004	\$ 15,845	\$ 16,527
Debt Repayment	\$ -	\$ 2,459,160	\$ 2,459,160	\$ -
TOTAL REVENUES	\$ -	\$ 3,281,028	\$ 3,288,869	\$ 3,106,527
TOTAL AVAILABLE	\$ -	\$ 3,281,028	\$ 3,288,869	\$ 3,326,733
<u>EXPENDITURES</u>				
Personnel	\$ 0	\$ 15,816	\$ 15,816	\$ 76,212
Materials and Supplies	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ 8,976	\$ 19,851	\$ 8,972
Grants	\$ -	\$ 687,396	\$ 656,996	\$ 683,276
Transfer to Excise	\$ -	\$ 2,376,000	\$ 2,376,000	\$ -
Fully Appropriated Fund Balance	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 0	\$ 3,088,188	\$ 3,068,663	\$ 768,460
FUND BALANCE, DECEMBER 31	\$ (0)	\$ 192,840	\$ 220,206	\$ 2,558,273

TOWN OF BRECKENRIDGE
 FUND BALANCE REPORT 2015
 EXCISE TAX FUND

JANUARY 1,2013	FUND BALANCE	\$ 12,588,998
	ACTUAL REVENUE	\$ 22,118,556
	ACTUAL EXPENSES	\$ 26,966,833
	PROJECTED GAIN / (REDUCTION)	<u>\$ (4,848,278)</u>
DECEMBER 31,2013	FUND BALANCE	\$ 7,740,721
JANUARY 1,2014	FUND BALANCE	\$ 7,740,721
	PROJECTED REVENUE	\$ 26,532,096
	PROJECTED EXPENSES(INCLUDING APPROPRIATIONS)	\$ 26,030,755
	BUDGETED GAIN / (REDUCTION)	<u>\$ 501,341</u>
DECEMBER 31,2014	FUND BALANCE	\$ 8,242,062
JANUARY 1,2015	FUND BALANCE	\$ 8,242,062
	BUDGETED REVENUE	\$ 24,205,221
	BUDGETED EXPENSES	\$ 23,601,028
DECEMBER 31,2015	BUDGETED GAIN / (REDUCTION)	<u>\$ 604,193</u>
	FUND BALANCE BEFORE RESERVES	\$ 8,846,255
	RESERVED FOR DEBT SERVICE	\$ (568,608)
	DISCRETIONARY RESERVE FOR DEBT SERVICE	\$ (564,408)
	DISCRETIONARY CAPITAL RESERVE	\$ (4,151,250)
	BUDGETED NET FUND BALANCE	<u><u>\$ 3,561,990</u></u>

**TOWN OF BRECKENRIDGE
2015 ANNUAL BUDGET
EXCISE TAX FUND ANALYSIS**

	2013 ACTUAL	2014 BUDGET	2014 ESTIMATED	2015 PROPOSED
FUND BALANCE, JANUARY 1	\$ 12,588,998	\$ 7,740,721	\$ 7,740,721	\$ 8,242,062
REVENUES				
Sales Tax	\$ 14,839,044	\$ 15,198,907	\$ 16,824,039	\$ 16,992,087
Cigarette Tax	\$ 49,136	\$ 39,999	\$ 48,274	\$ 47,300
Franchise Taxes	\$ 743,857	\$ 708,143	\$ 586,555	\$ 681,200
Real Est. Trans. Taxes	\$ 4,462,232	\$ 3,800,001	\$ 4,240,681	\$ 4,000,000
Accommodation Tax	\$ 2,006,571	\$ 2,018,536	\$ 2,430,819	\$ 2,457,800
Transfers	\$ -	\$ 2,376,000	\$ 2,376,000	\$ -
Investment Income	\$ 17,715	\$ 12,996	\$ 25,728	\$ 26,834
TOTAL REVENUES	\$ 22,118,556	\$ 24,154,582	\$ 26,532,096	\$ 24,205,221
TOTAL AVAILABLE	\$ 34,707,554	\$ 31,895,303	\$ 34,272,817	\$ 32,447,283
EXPENDITURES				
Transfer to General Fund	\$ 11,266,212	\$ 11,478,876	\$ 11,478,876	\$ 11,650,000
Transfer to Capital Projects	\$ 10,754,500	\$ 9,099,683	\$ 9,099,683	\$ 4,261,000
Transfer to Marketing Fund	\$ 501,643	\$ 1,151,635	\$ 1,255,374	\$ 1,114,500
Transfer to Golf Fund	\$ 210,000	\$ -	\$ -	\$ -
Transfer to Housing Fund	\$ 2,426,160	\$ 1,299,996	\$ 1,299,996	\$ 1,500,000
Transfer to Special Projects Fund	\$ 1,232,384	\$ 2,324,696	\$ 2,324,696	\$ 2,207,000
Transfer to Child Care Fund	\$ -	\$ -	\$ -	\$ 2,300,000
Debt Service	\$ 575,935	\$ 572,130	\$ 572,130	\$ 568,528
TOTAL EXPENDITURES	\$ 26,966,833	\$ 25,927,016	\$ 26,030,755	\$ 23,601,028
FUND BALANCE, DECEMBER 31	\$ 7,740,721	\$ 5,968,287	\$ 8,242,062	\$ 8,846,255
RESERVED FOR DEBT SERVICE	\$ -			\$ (564,408)
LOCKBOX RESERVE-Debt Service				\$ (568,608)
CAPITAL FUNDING RESERVE				\$ (4,151,250)
NET FUND BALANCE	\$ 7,740,721	\$ 5,968,287	\$ 8,242,062	\$ 3,561,990

TOWN COUNCIL ACTION:

	Projected Fund Balance 12/31/15	Required/ Dedicated	Council Policy	Net Projected Unreserved Fund Balance
General Fund	\$ 22,032,855	\$ 2,389,351	\$ 7,637,368	\$ 12,006,136
Excise Fund	8,846,255	568,608	4,715,658	\$ 3,561,990
Sub 1	30,879,110	2,957,959	12,353,026	15,568,126
Capital	-	-	-	-
Special Projects	303,753	-	50,000	253,753
Marijuana	2,137	-	-	2,137
Sub 2	305,890	-	50,000	255,890
Utility	9,202,703	37,000	9,165,703	-
Golf	2,484,734	-	2,484,734	-
Cemetery	38,766	-	38,766	-
Sub 3	11,726,203	37,000	11,689,203	-
Garage Fund	7,562,895	-	7,562,895	-
Information Tech.	811,094	-	811,094	-
Facilities	2,006,688	-	2,006,688	-
Sub 4	10,380,677	-	10,380,677	-
Affordable Housing	5,346,798	5,346,798	-	-
Open Space	957,466	957,466	-	-
Conservation Trust	3,032	3,032	-	-
Marketing	595	595	-	-
Child Care	2,558,273	2,558,273	-	-
TOTAL	\$ 62,160,182	\$ 11,861,123	\$ 34,472,906	\$ 15,824,016

Town of Breckenridge Fund Balance and Reserves Analysis

	Budgeted Fund Balance 12/31/15	Required Reserves					Discretionary Reserves and Appropriated Amounts											
		TABOR	Debt	PPA	Dedicated Revenue	Total	Net	Medical	Debt	Operations Reserve	BHA	Equipment	Aff. Housing	Childcare	Appropriated	Capital Reserve	Council Policy of 1/24/12	Total
General Fund	22,032,855	1,189,351	-	1,200,000	2,389,351	19,643,504	600,000		7,037,368								7,637,368	12,006,136
Excise Fund	8,846,255		568,608		568,608	8,277,647		564,408							4,151,250		4,715,658	3,561,990
Sub 1						27,921,152												15,568,126
Capital	-					-												-
Special Projects	303,753					303,753			50,000								50,000	253,753
Marijuana	2,137					2,137												2,137
Sub 2						28,224,905												15,824,016
Utility	9,202,703		37,000		37,000	9,165,703											9,165,703	9,165,703
Golf	2,484,734					2,484,734				140,000							2,344,734	2,484,734
Cemetery	38,766					38,766								38,766			38,766	
Sub 3						39,875,342												15,824,016
Garage Fund	7,562,895					7,562,895								7,562,895			7,562,895	
Information Tech.	811,094					811,094								811,094			811,094	
Facilities	2,006,688					2,006,688								2,006,688			2,006,688	
Sub 4						50,256,019												15,824,016
Affordable Housing	5,346,798				504,700	504,700											4,842,098	4,842,098
Open Space	957,466		302,401			957,466				22,000							957,466	957,466
Conservation Trust	3,032				3,032	3,032												
Marketing	595					595								595			595	595
Child Care	2,558,273					2,558,273											2,558,273	2,558,273
TOTAL	62,158,045	1,189,351	908,009	1,200,000	507,732	3,502,691	58,616,588	600,000	564,408	7,037,368	50,000	162,000	-	-	10,420,038	4,151,250	42,831,338	15,824,016

Sub 1 The totals of the General and Excise funds. These are the most accessible funds for the Town, i.e. they have not been earmarked for specific purposes

Sub 2 This includes the Capital, Special projects and Marijuana fund totals. These funds have been designated for projects by Council, but they are not legally restricted.

Sub 3 Golf, Utility, and Cemetery are the Town's enterprise funds. These funds are also not legally restricted, but do exist as enterprises and are designated for specific purposes. The operations and fund balances represented by these funds are funded by user fees.

Sub 4 The Town's internal service funds are included in this amount. These fund balances represent reserves for ongoing capital replacement expenses and have been accumulated over the years to service all the other funds' operations

TOTAL Included in this total are the special revenue funds. Part or all of these fund balances are legally designated for specific purposes and cannot be used for any purpose other than those designated.

Budgeted Capital Expenses

	2016	2017	2018	TOTAL
Capital	6,191,250	3,460,000	1,385,000	11,036,250
(less) base funding	(2,750,000)	(2,750,000)	(1,385,000)	(6,885,000)
Total	3,441,250	710,000	-	4,151,250

NOTES Capital expenses are budgeted assuming future revenue streams are adequate to fund at the budgeted level. As such, short and long term budgeted Capital amounts are subject to change. The Capital Reserve column reflects the 3 year funding reserve. The reserve was calculated assuming a base funding level of \$2.75 million annually. The amounts programmed in the CIP prepared for the June 2 retreat for budget years 2015-2017 above that level have been reserved.

Memo

To: Town Council Members
From: Michael Barney, Director of Recreation
CC: Tim Gagen, Rick Holman
Date: 11/5/2014
Re: Naming of the Park being developed on North Main St.

The purpose of this MEMO is to review the public process that was completed to solicit potential names for the park site being developed on North Main Street, and to provide Council with the list of finalists from which to select the name of the park from.

Potential names for the park site were solicited from the public through Engage Breckenridge and through the Town website for a period of four weeks. Over 50 names were suggested with some being suggested by more than one individual. All of the proposed names were then evaluated based on the factors identified in the newly created Town policy regarding the naming of Town owned properties and facilities. Based on that evaluation, I am recommending that Council discuss the narrowed list of potential names provided below and then select the one which resonates most strongly as the name of Breckenridge's newest park site.

The name suggestions can be divided fairly well into two categories. The first category is made up of individuals that have made significant historical or cultural contributions to the Town of Breckenridge and / or community. The second category is names that were proposed based on geography, history, or some other relevant connection to Breckenridge or the property itself. In addition to applying the criteria identified in the Town Naming policy, proposals were reviewed by the Town's Senior Leadership Team and insight was sought from the Breckenridge Historical Alliance.

Highest Rated Names Honoring an Individual(s)

- Olav Pedersen Park
Olav Pedersen was recruited by Trygve Berge and Sigurd Rockne to join them in Breckenridge in 1964, where he taught alpine skiing. He worked at the Rockne's The

Mine restaurant and in construction for Sigurd in the summer months. He was best known at the time for getting blind skiers out on the trails. In 1973, he founded Race For Light. On Pedersen's 58th birthday, 60 visually impaired skiers and their guides attended the first Race for Light in Summit County (changed to Ski for Light in 1976). Ski For Light promotes the physical fitness of visually and mobility impaired adults. He coached the blind U.S. Ski Team, created the Frisco Gold Rush Citizen's Race, and was a founding member of the Breckenridge Outdoor Education Center. At 70, he won the national NASTAR alpine ski championship in his age group. After a fall from a roof that crushed his leg in 1980, Pedersen retired from downhill ski instruction and took up Nordic teaching at the Breckenridge Nordic Center. He was inducted into the Colorado Ski Hall of Fame in 1997 and the National Ski Hall of Fame in 2000. He passed away in 2004.

- Frank and Theta Brown Park

Frank and Theta Brown lived in Breckenridge for 57 years. He was the mayor from 1946-1964 and also served as Summit County Treasurer. He saw Breckenridge through some of the more difficult decades between the end of mining and beginning of the ski area. He was influential in getting the ski area permit approved at the federal level. Frank and Theta both died in the early 1990s and are buried in Breckenridge's Valley Brook Cemetery. It should be noted that Frank and Theta Brown are already recognized at 2 other locations, Town Hall and along the River Walk.

- Edwin Carter Museum Park

The Edwin Carter Museum is located just east of the new park site. As a result, there were several proposals to name the park in honor of Edwin Carter. Proposed variations included Edwin Carter Park, Carter Museum Playground, and Edwin Park and Playground. A potential concern with honoring Edwin Carter in the name of the park is creating confusion for the public as there is a Carter Park already in town. The Town naming policy does include duplication and the potential for confusion as criteria for which names should be determined or avoided.

Highest Rated Names not Honoring an Individual(s)

- North Main St. Park

Geographical description of park site which may help bring awareness to the North Main Street area of Town. Proposed variations included “North Park” and “North Main Park”.

- Tom’s Baby Park

A bronze sculpture of Tom holding his “baby” is being donated for the park site and will be a feature near the park entrance off of Main Street. Many variations or themes of this name were proposed including “Tom’s Baby Gold Nugget Park”, “Gold Nugget Park”, and “Nugget Park”.

- Ullr Park

Many variations of this name were proposed in honor of the Snow God including Ullr Landing, Ullr Common, and Ullr North Park.

Other Proposed Names

Five Peaks Park	McMenamy Park	Theobald Park
Pioneer Park	Warner Park	Geewoo Park
Euphony and Main Park	Wirepatch Park	Orwig Park
Dyer's Park	Edwin Carter Park	Carter Museum Playground
Peak View Park	Sylvia's Park	Summits North Park
Wild Western Adventure	Frank Howell Memorial Art Park	
Placer Park	Snowy Peaks Park	PlayBreck
John Warner Park	Minor's Park	Wintermute Park
The People's Park	Veteran's Park	Powder Park
Fox Hollow Park	Montepare Park	Progression Park
Conservation Park	Five Peaks Park	

I will be available at the council work session to facilitate the discussion as needed and to address any questions that you may have. Council certainly has the ability to reject all of the proposed names and select a name of their choosing.

MEMORANDUM

TO: Town Council

FROM: Peter Grosshuesch, Community Development Director
Mark Truckey, Assistant Director Community Development

DATE: November 4, 2014 for November 11 Council Meeting

SUBJECT: Recommendations of the Business Task Force on Sign Code Amendments

Staff provided an overview of the Sign Code and recent sign enforcement issues at the Council's July 22 work session. The discussion primarily focused on the recent proliferation of sandwich boards in Town, which are not allowed under the existing Sign Code. At the conclusion of the discussion, the Council requested staff to bring together some local business owners to get their input on the issue.

The SustainableBreck Business Task Force, a standing committee that has provided recommendations to the Council on several business-related issues in the past (e.g., SustainableBreck Business certification program, disposable bag program), provided a good nucleus of business owners for purposes of the Sign Code discussions. In addition, staff invited a number of other business owners (both from retail and restaurants) who had indicated an interest in participating in this effort. Some of these business owners had been contacted by the Town previously about Sign Code violations. Two meetings were held, on August 21 and September 3. At the first meeting staff provided an overview of provisions of the Sign Code, as well as the Code section on outdoor display of merchandise, and took some initial comments from the group. At the second meeting, a "strawman" proposal was discussed, which forms the basis for the recommendations provided in this memo.

Current Code Restrictions

As staff discussed previously with the Council, the primary intent of the existing Sign Code and outdoor display of merchandise section of the Code is to maintain the charm and character of the Town and avoid visual clutter on our sidewalks and on business exteriors. As such the Sign Code sets forth a number of restrictions, including limits on the square footage of signage allowed. The Code also prohibits the use of sandwich/chalk board signs. The outdoor display of merchandise section of the Code limits businesses in the downtown core to displaying a maximum of one piece of merchandise outside, which could include a mannequin.

The Town Council also has typically allowed "sidewalk sale" weekends on three weekends during the summer, where outdoor display rules are relaxed and store owners are allowed to display additional outside merchandise on private property. In 2014 the Council authorized an additional two sidewalk sale weekends in response to concerns from business owners because of the construction activity from the sidewalk/Main Street improvements.

Task Force Input

Task Force comments included the following:

- Sandwich boards are an important advertising/marketing medium for some of the businesses. The boards announce to passing shoppers that the business is “open” and the signs may also provide information on some special or sale going on that may attract people into the store.
- Sandwich boards can particularly be of assistance to businesses that do not have direct Main Street access and which may not be noticeable to passing shoppers.
- Several business owners make use of the outdoor display of merchandise provisions of the Code, and display merchandise items or mannequins outside their business. However, some of the business owners indicated that they did display more than one item at a time outside, which is in violation of the Code. One suggestion was that perhaps a square footage of space could be allowed for outdoor display, rather than just allowing one item. There was no consensus on this issue with the group. Thus, the recommendations below do not include any changes to the amount of outdoor display allowed.
- It was felt that if sandwich boards/outdoor display were allowed, it should be confined to private property and should not be located on the sidewalk where it could obstruct pedestrian movement or snow removal efforts. There was an agreement that the boards/displays should be taken inside during hours the business is closed.
- It was suggested that possibly a standardized sandwich board could be developed, perhaps with the Town’s gable roof logo, and businesses would be required to use that board. There was not a consensus on this proposal.
- Several business owners suggested that plastic sandwich board sign or white board should not be permitted as they were not as aesthetically pleasing (chalk board sandwich board signs were favored).
- A couple of the business owners indicated a concern with allowing sandwich boards, as they would add to the clutter and if they were made legal every business might be putting one outside their store.
- There was general opposition to neon signs and other lighted signs on storefront windows, etc. and it was recommended that the Town’s prohibition on these remain.
- The Task Force was in agreement that if the rules for sandwich boards and outdoor display were loosened, that the rules should be in effect for a one-year trial period. After a year, the Council could assess how effective the rule changes had been and then decide whether the changes should be extended.

Task Force Recommendations

Based on the above discussions, the Task Force reached consensus (with several minority opinions as noted above) on the following:

1. Each business is entitled to display one of the following outside of their business:
 - a. One sandwich board; or
 - b. One piece of outdoor display (e.g., mannequin, one item of for-sale merchandise).
2. Where a business has a front and rear entrance (e.g., one entrance on Main St., a second entrance on the Riverwalk) then one display (as provided in #1 above) may be provided at an entrance at each end of the store.
3. The following parameters apply to outside display:
 - a. Sandwich board sign areas shall not exceed five square feet per side.
 - b. Sandwich board signs should consist of high quality material such as wood and/or chalkboard.
 - c. Sandwich boards and other items of outdoor display must be placed on private property.
 - d. Exemptions:
 - i. Where a business is located in a building that sits on the “build-to-line”, then a one-sided “leaner” sandwich board will be allowed to be placed on the sidewalk and rested against the building.

- e. In no case shall sandwich boards or other outside display items be placed in a method that impedes pedestrian movement or snow removal operations.
 - f. Sandwich boards and other outside display items may not contain any type of illumination
 - i. No lighting, attachments or other decorations shall be hung on sandwich boards or outside display items.
 - g. Sandwich boards and other outside display items shall only be placed outside during the hours a business is open.
 - h. Sandwich board signage shall not be displayed during snow removal operating hours.
4. Sunset clause
- a. If Council acts to amend the Code to address these issues, a one-year trial period is recommended.

Applicability Outside Downtown Core

At the time the Task Force met, the Council was moving forward with a separate ordinance to allow sandwich boards outside the downtown core (e.g., Parkway Center/City Market). Currently sandwich boards are not allowed anywhere in Town. Subsequently the Council decided not to move forward with that separate ordinance. Thus, the Task Force did not weigh in separately on sign issues outside of the downtown core. In addition, the existing outdoor display limitations of the Code do not apply to businesses outside the downtown core. Staff suggests the following as a means to address areas outside of the downtown core:

- Regarding sandwich boards, staff suggests using the Task Force recommendations above for businesses outside the downtown core.
- Regarding outdoor display of merchandise, staff recommends maintaining the existing exemption for businesses outside the downtown core. There are numerous businesses that for years have been displaying many pieces of merchandise outside their stores (e.g., City Market), and it would be a huge shift to now limit those displays to one item.

Council Action

Council input is requested on the following:

- Is the Council comfortable with the recommendations of the Task Force?
- Are there modifications or additions the Council would suggest to the Task Force recommendations? For example, should the amount of outdoor display allowed in the downtown core change?
- Are there other questions or issues the Council would like to see addressed?

If the Council is generally comfortable with the Task Force recommendations, with any suggested modifications, then staff will work incorporating the recommendations in a draft ordinance and Code change and return to Council for a first reading. If the Council desires, staff could also bring the draft to the Planning Commission for their input.

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

RE: Pinewood 2 Schedule/Plans

DATE: November 4, 2014 (for worksession November 11th)

Staff is continuing to coordinate with Corum Real Estate Group and our tax credit consultant (Sarah Batt) on the next steps for Pinewood 2. Corum is working on design, entitlements, and pricing while Sarah Batt is putting together the tax credit application. Since Corum is expected to submit the development permit application within a week, staff wanted to present the current plans to Council so you would have an opportunity to see the project before it is a pending application. Please note that these are conceptual plans and there will likely be changes as the project is reviewed by staff and Commission.

The project will be reviewed as a regular Class A Development Permit and not as a Town Project because it will be developed by a yet to be created Limited Liability Limited Partnership (LLLP). That Partnership entity will include the tax credit investor (who will take the tax benefits of the project) and the Town or our representative (who will manage the construction and operation of the apartments) subject to a partnership agreement. The application to CHAFA (Colorado Housing and Finance Authority) for the tax credits, will be submitted on November 10th and we expect a decision in early January. Once CHAFA has reserved tax credits for the project Sarah Batt will secure an investor for the project and complete all of the partnership agreements in order to close on the property prior to the construction start. In the meantime, Corum will be working thru the entitlements and pricing, with the first Planning Commission review in January. The goal is to begin construction end of May or early June.

The plan includes one 3 story building with 45 units (9 studios and 36 one bedroom units). The building is located on the flattest part of the lot and will be accessed by one drive off of Airport Road. The access drive will not connect to Pinewood 1 due to grade constraints and the location of existing buildings on the Pinewood 1 property. The project will include a new transit stop between the two properties. The plan also includes a minimum of 45 surface parking spots, and if grades permit, the surface parking will be increased to 49 spots. These surface spots satisfy the Town code, but there will also be 18 garages available for a monthly fee. All tenants will have an assigned storage closet and the units will include stackable washer/dryer and all appliances including under counter microwave ovens. The exterior of the building is fiber cement lap siding with natural wood accents and cultured stone.

The current plans are attached and staff will be available at your worksession to answer any questions.



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PINEWOOD VILLAGE 2

10/24/14

COVER SHEET

12" = 1'-0"

SHEET INDEX	
SHEET NAME	SHEET NUMBER
COVER SHEET	A 000
PROJECT INFORMATION	A 001
SITE PLAN	A 002
SITE PLAN ROOF HEIGHT	A 003
LEVEL 1 - LAYOUT PLAN	A 100
LEVEL 2 - LAYOUT PLAN	A 200
LEVEL 3 - LAYOUT PLAN	A 300
UNIT S1	A 501
UNIT S2	A 502
UNIT A1	A 503
UNIT A2	A 504
UNIT A3	A 505
ELEVATIONS	A 601
ELEVATIONS	A 602

OVERALL UNIT MIX					
UNIT TYPE	UNIT DESCRIPTION	UNIT AREA	TOTAL AREA	MIX	OCCURENCES
S1	STUDIO	526 SF	1577 SF		3
S2	STUDIO	596 SF	3576 SF		6
			5153 SF	20%	9
A1	1 Bedroom / 1 Bath	592 SF	3550 SF		6
A2	1 Bedroom / 1 Bath	598 SF	14349 SF		24
A3	1 Bedroom / 1 Bath	598 SF	3586 SF		6
			21486 SF	80%	36
			26638 SF	100%	45

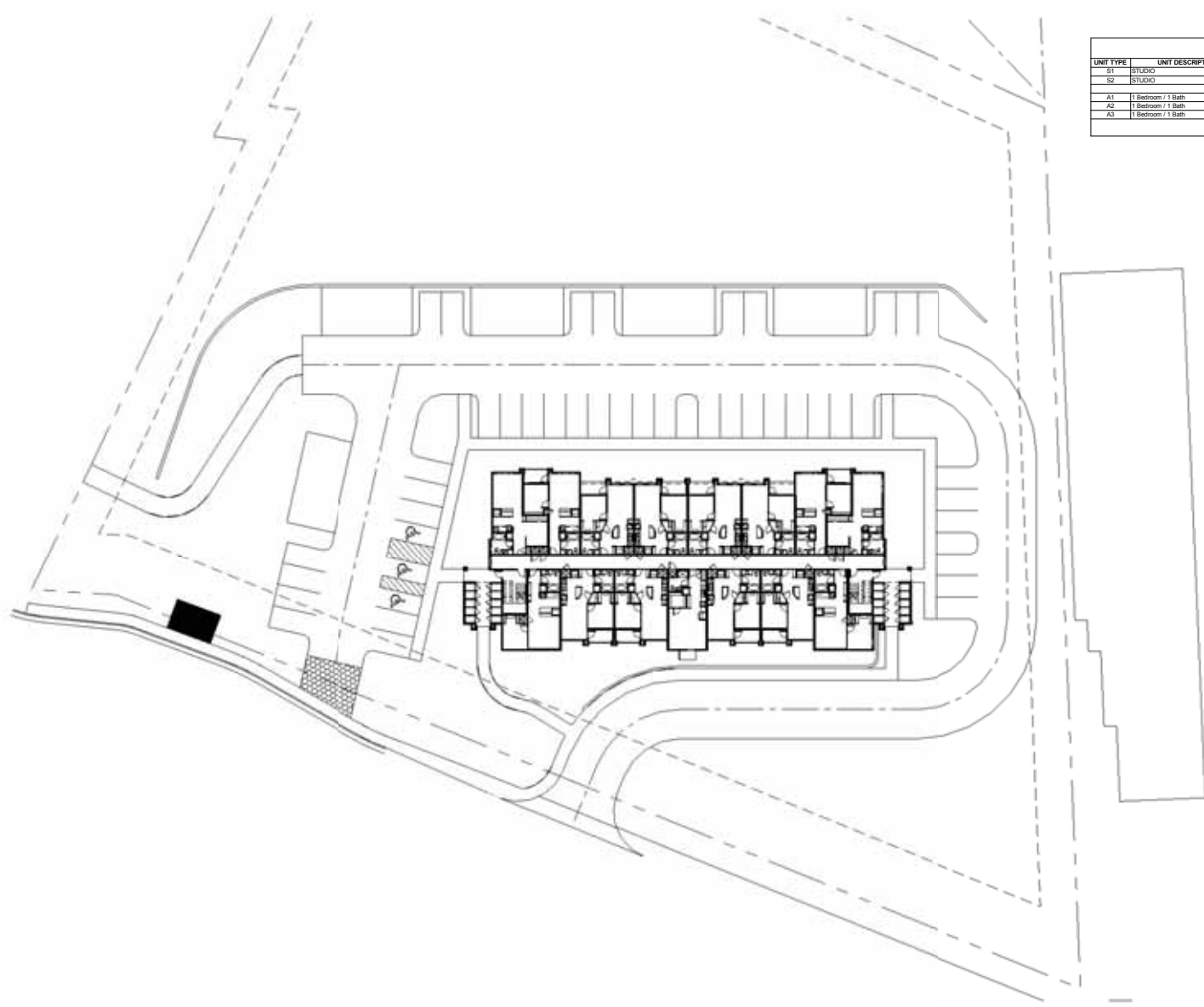
PARKING BY TYPE	
PARKING TYPE	COUNT
GARAGE	20
SURFACE	44
TOTAL PARKING	64
PARKING RATIO	1.42

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PINEWOOD VILLAGE 2
10/24/14

PROJECT INFORMATION



OVERALL UNIT MIX					
UNIT TYPE	UNIT DESCRIPTION	UNIT AREA	TOTAL AREA	MIX	OCCURRENCES
S1	STUDIO	528 SF	1577 SF		3
S2	STUDIO	695 SF	2073 SF		3
			5153 SF	20%	6
A1	1 Bedroom / 1 Bath	662 SF	3550 SF		6
A2	1 Bedroom / 1 Bath	728 SF	4343 SF		6
A3	1 Bedroom / 1 Bath	568 SF	3586 SF		6
			21486 SF	80%	36
			26628 SF	100%	42

PARKING BY TYPE	
PARKING TYPE	COUNT
GARAGE	20
SURFACE	44
TOTAL PARKING	64
PARKING RATIO	1.42



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 800 S. Cherry Street, Suite 425, Denver, CO 80246
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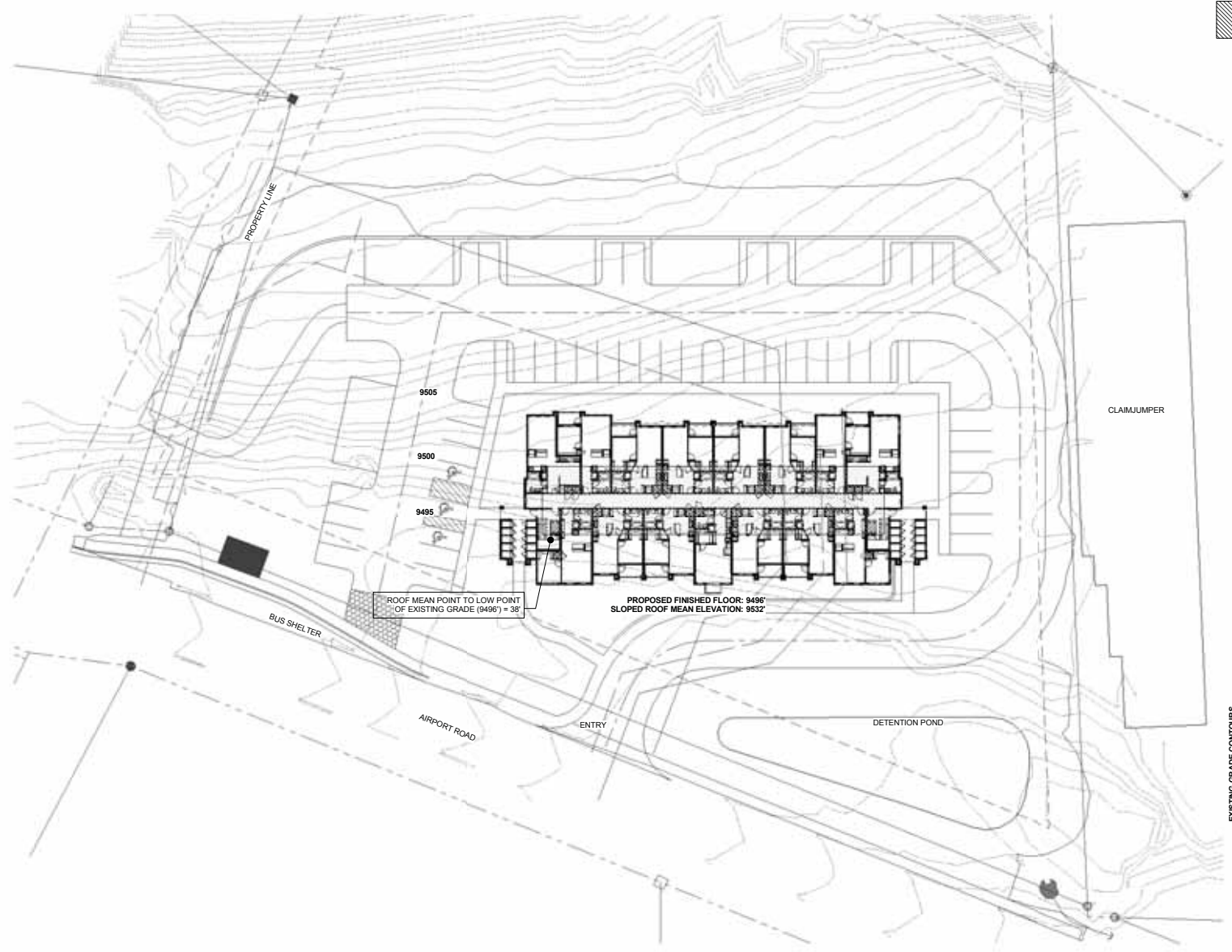
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 100 S. Ridge Street #105, Breckenridge, CO 80424
 MAIN (970) 453-2571, FAX (970) 453-6480

PINEWOOD VILLAGE 2
 Breckenridge, Colorado

SITE PLAN
 1" = 20'-0"
 CONCEPT 08/26/14
A 002

INDICATES AREA OF SLOPED ROOF MEAN HEIGHT

BUILDING FF: 9496'
ROOF MEAN ELEVATION: 9532'
ROOF MEAN ELEVATION MAX: 9532' (38')



ROOF MEAN POINT TO LOW POINT OF EXISTING GRADE (9496') = 38'

PROPOSED FINISHED FLOOR: 9496'
SLOPED ROOF MEAN ELEVATION: 9532'

EXISTING GRADE CONTOURS



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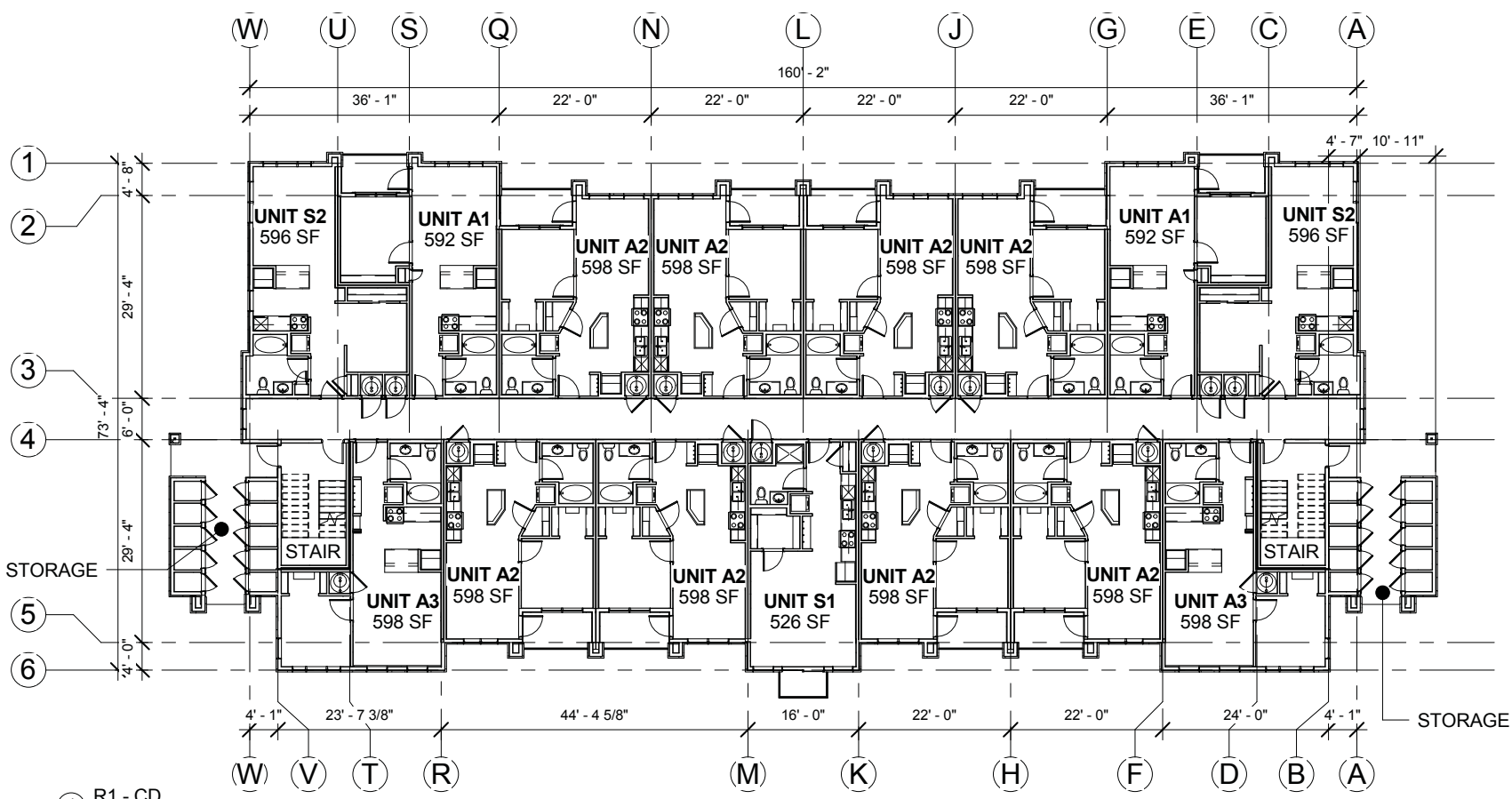
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PINEWOOD VILLAGE 2
Breckenridge, Colorado

SITE PLAN ROOF HEIGHT
1" = 20'-0"
CONCEPT 10/24/14
A 003



① R1 - CD
1/16" = 1'-0"

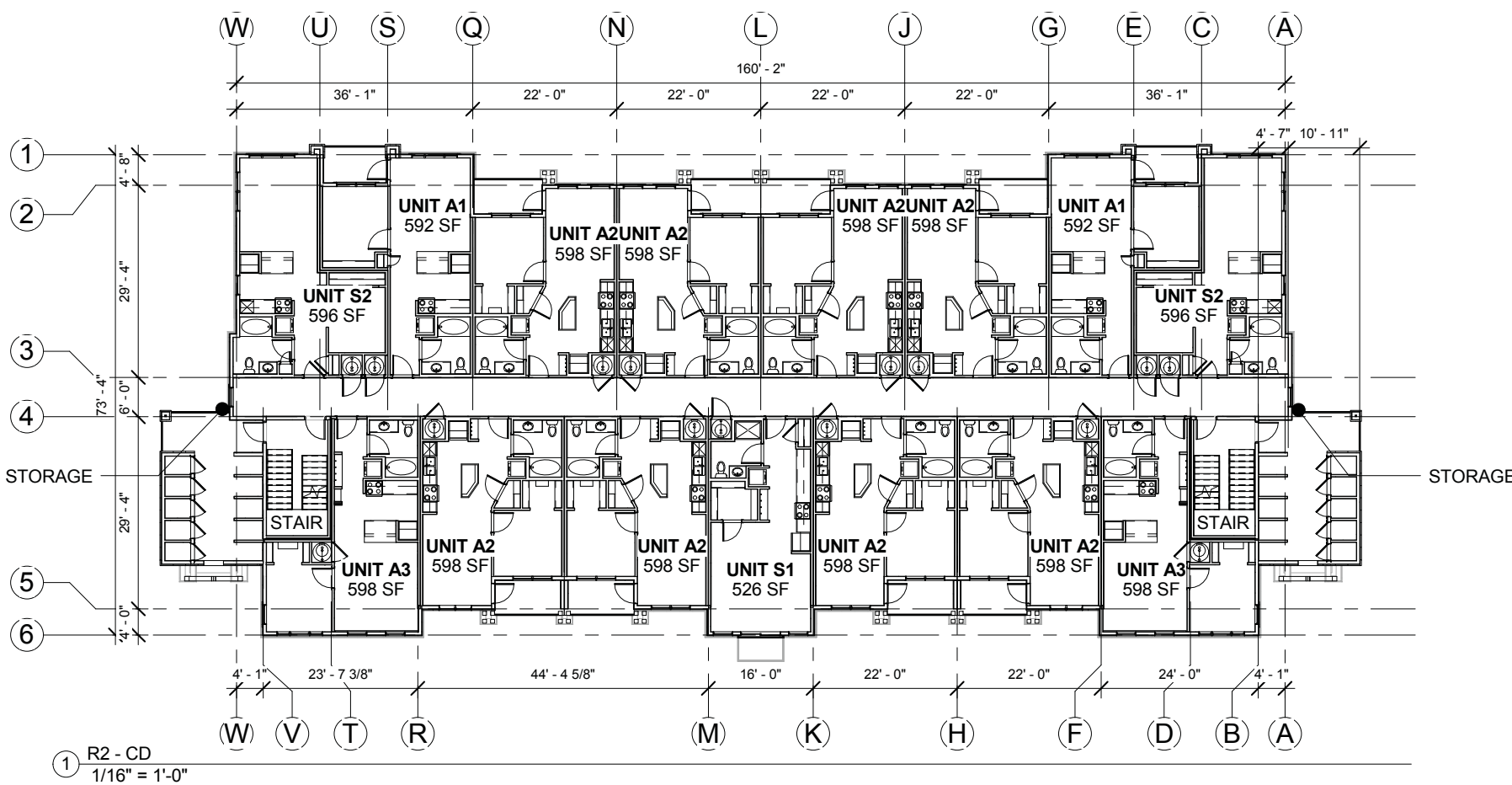


PINWOOD VILLAGE 2
10/24/14

LEVEL 1 - LAYOUT PLAN

1/16" = 1'-0"

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1 R2 - CD
1/16" = 1'-0"



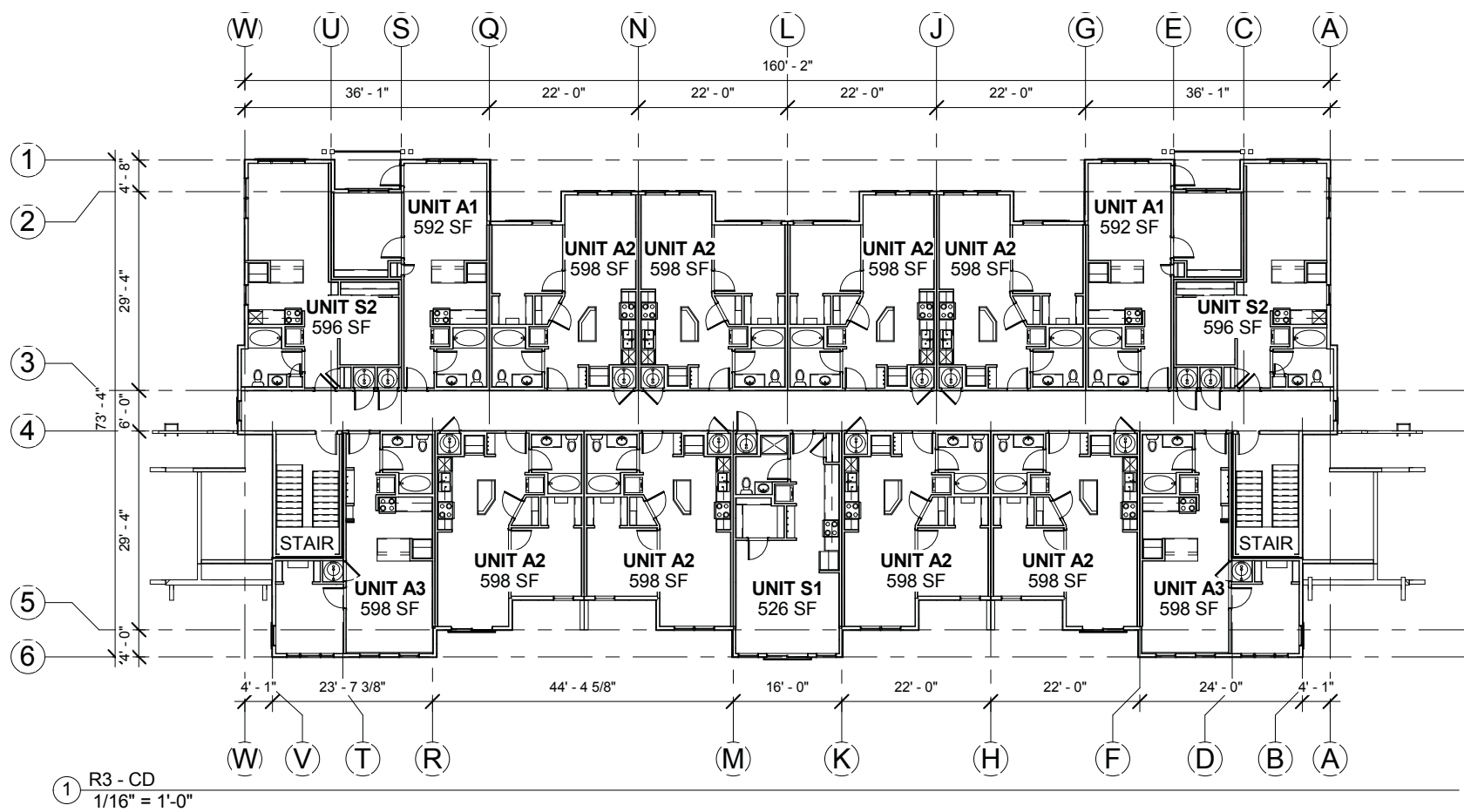
PINEWOOD VILLAGE 2

10/24/14

LEVEL 2 - LAYOUT PLAN

1/16" = 1'-0"

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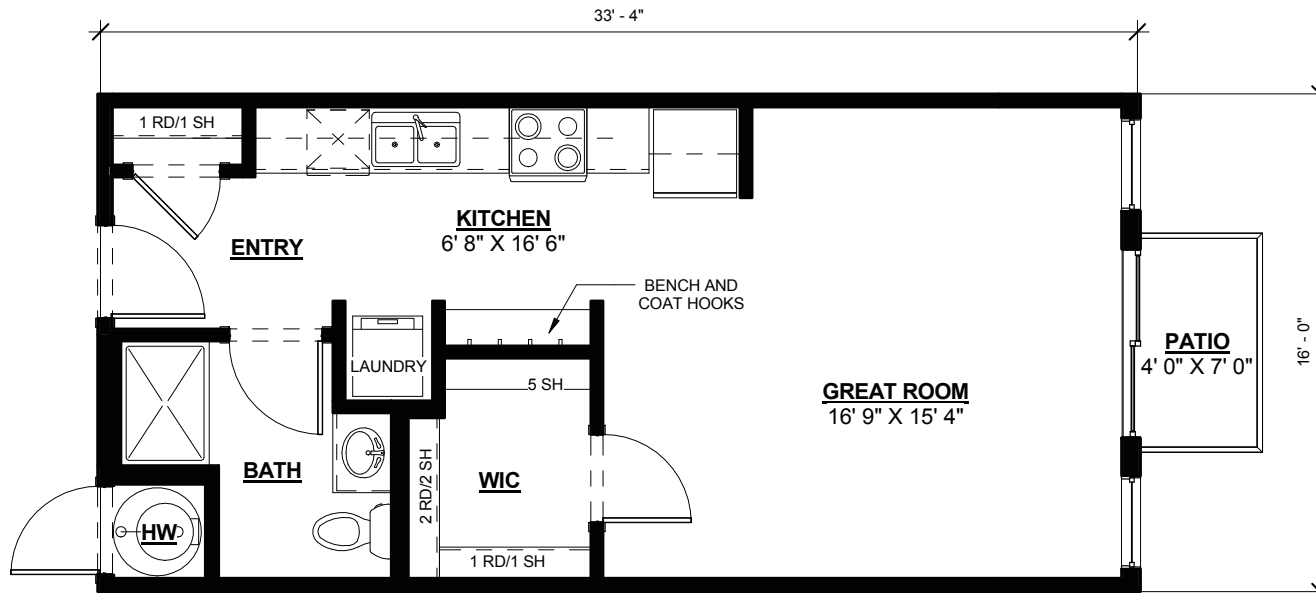
① R3 - CD
1/16" = 1'-0"



PINWOOD VILLAGE 2
10/24/14

LEVEL 3 - LAYOUT PLAN

1/16" = 1'-0"



① UNIT S1
1/4" = 1'-0"



UNIT TYPE	UNIT DESCRIPTION	UNIT AREA	TOTAL AREA	OCCURENCES
S1	STUDIO	526 SF	1577 SF	3



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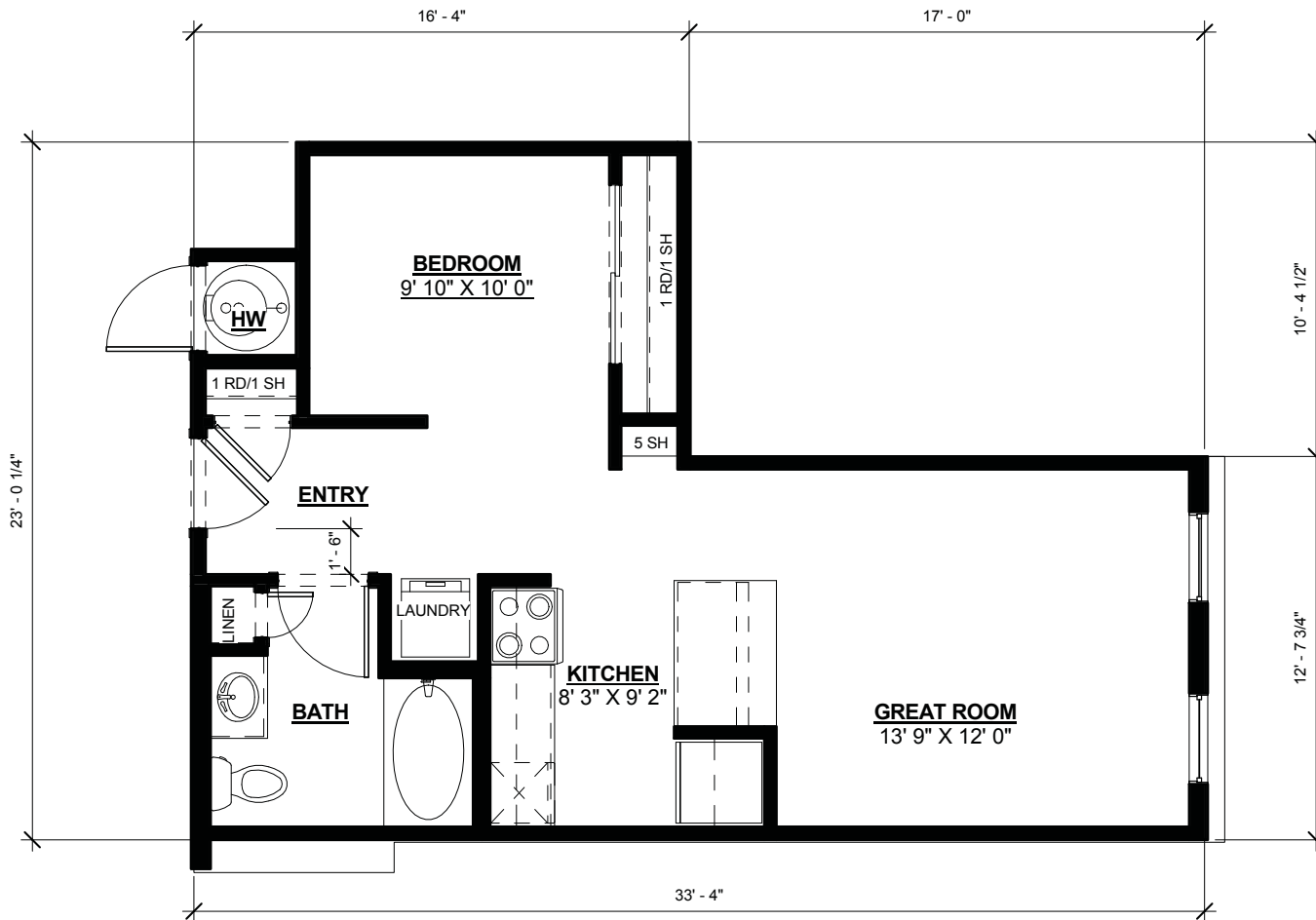
ph: 303-796-2000
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PINWOOD VILLAGE 2

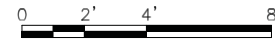
10/24/14

UNIT S1

1/4" = 1'-0"



① UNIT S2
1/4" = 1'-0"



UNIT TYPE	UNIT DESCRIPTION	UNIT AREA	TOTAL AREA	OCCURENCES
S2	STUDIO	596 SF	3576 SF	6



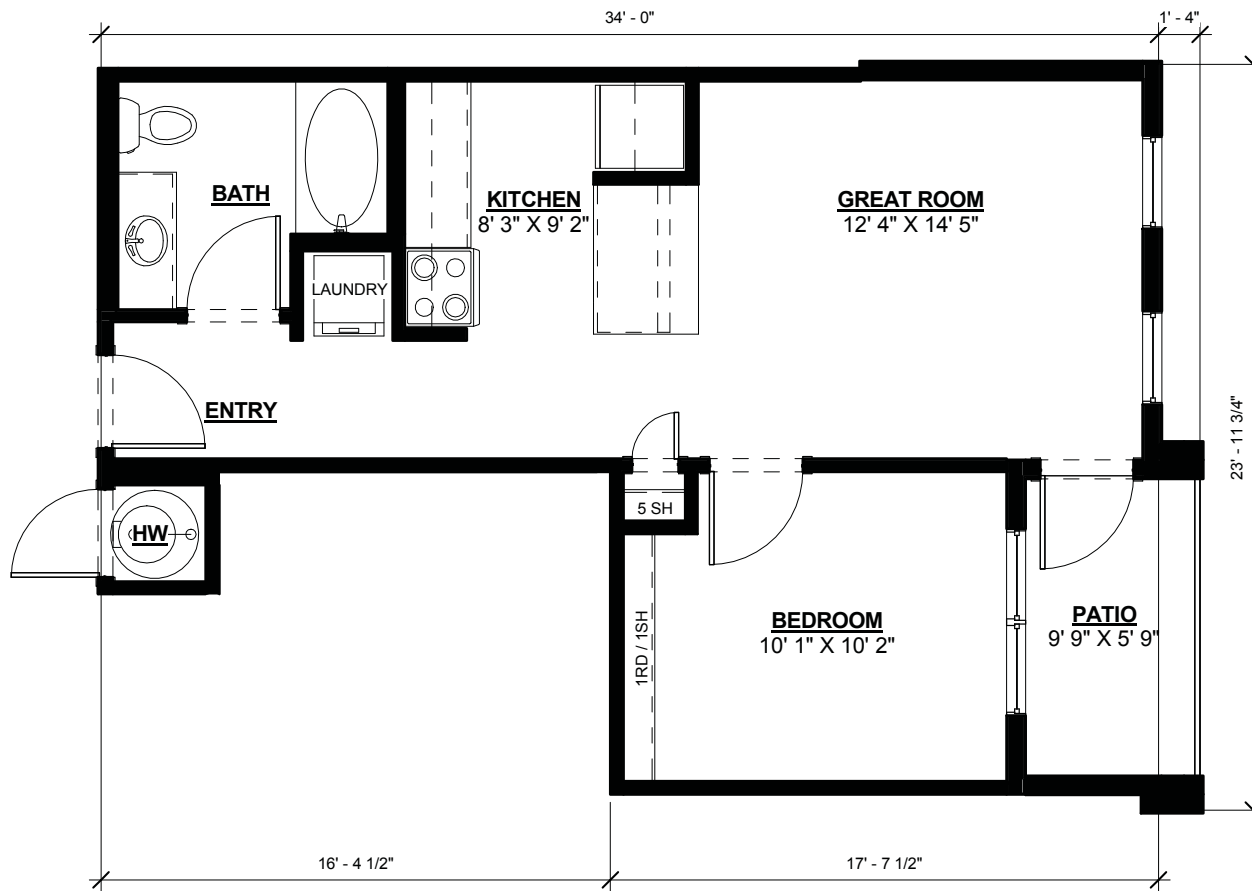
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PINEWOOD VILLAGE 2

10/24/14

UNIT S2

1/4" = 1'-0"



① UNIT A1
1/4" = 1'-0"



UNIT TYPE	UNIT DESCRIPTION	UNIT AREA	TOTAL AREA	OCCURENCES
A1	1 Bedroom / 1 Bath	592 SF	3550 SF	6



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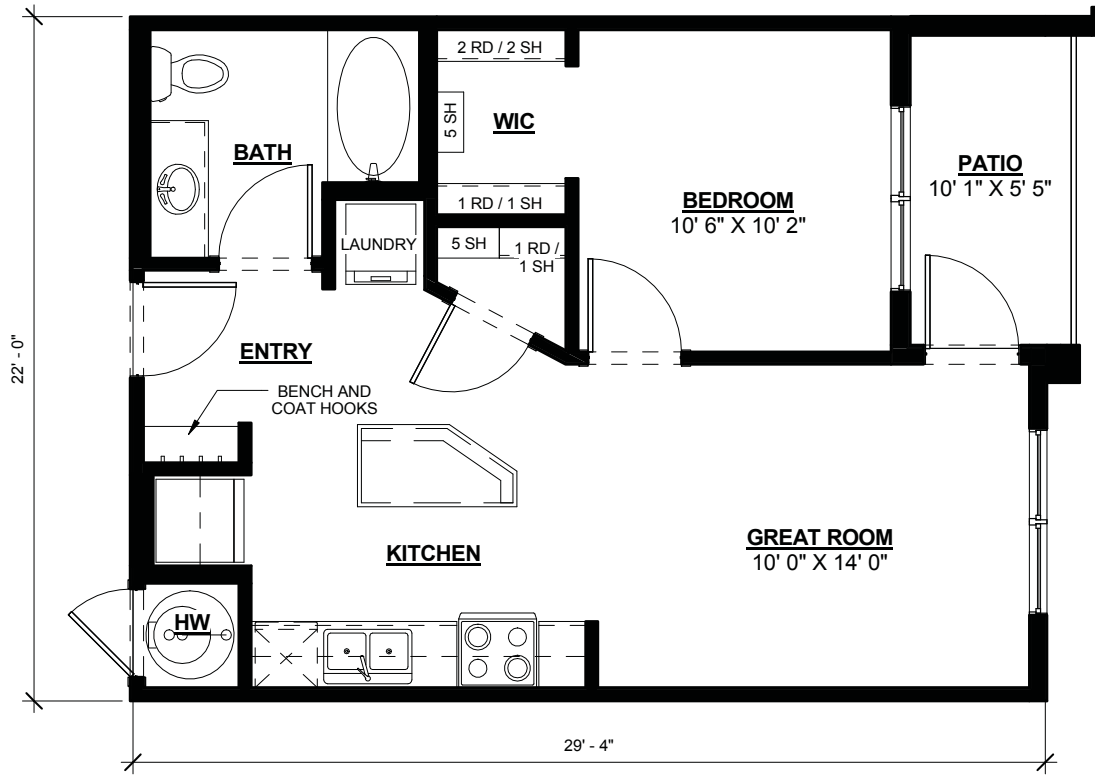
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PINWOOD VILLAGE 2

10/24/14

UNIT A1

1/4" = 1'-0"



① UNIT A2
1/4" = 1'-0"



UNIT TYPE	UNIT DESCRIPTION	UNIT AREA	TOTAL AREA	OCCURENCES
A2	1 Bedroom / 1 Bath	598 SF	14349 SF	24



PINWOOD VILLAGE 2

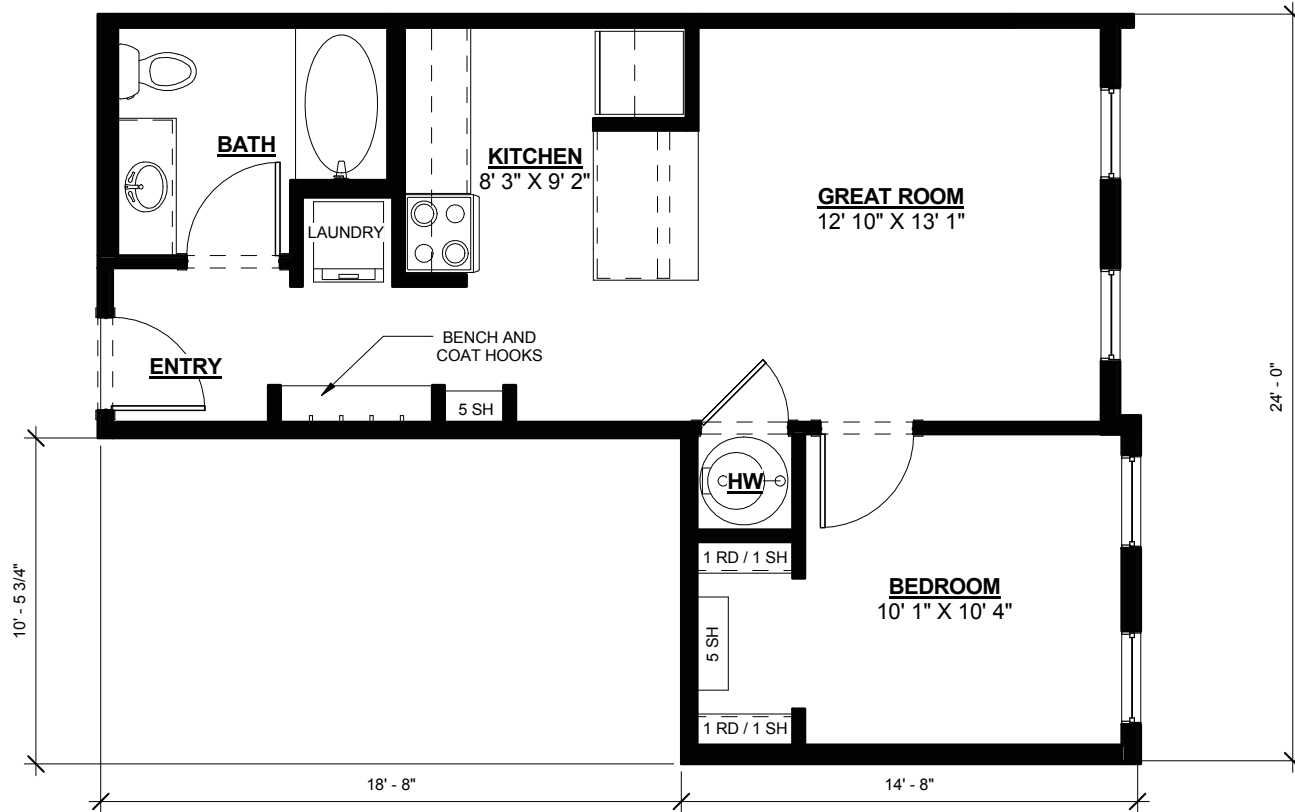
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UNIT A2

1/4" = 1'-0"

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① UNIT A3
1/4" = 1'-0"



UNIT TYPE	UNIT DESCRIPTION	UNIT AREA	TOTAL AREA	OCCURENCES
A3	1 Bedroom / 1 Bath	598 SF	3586 SF	6



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PINEWOOD VILLAGE 2

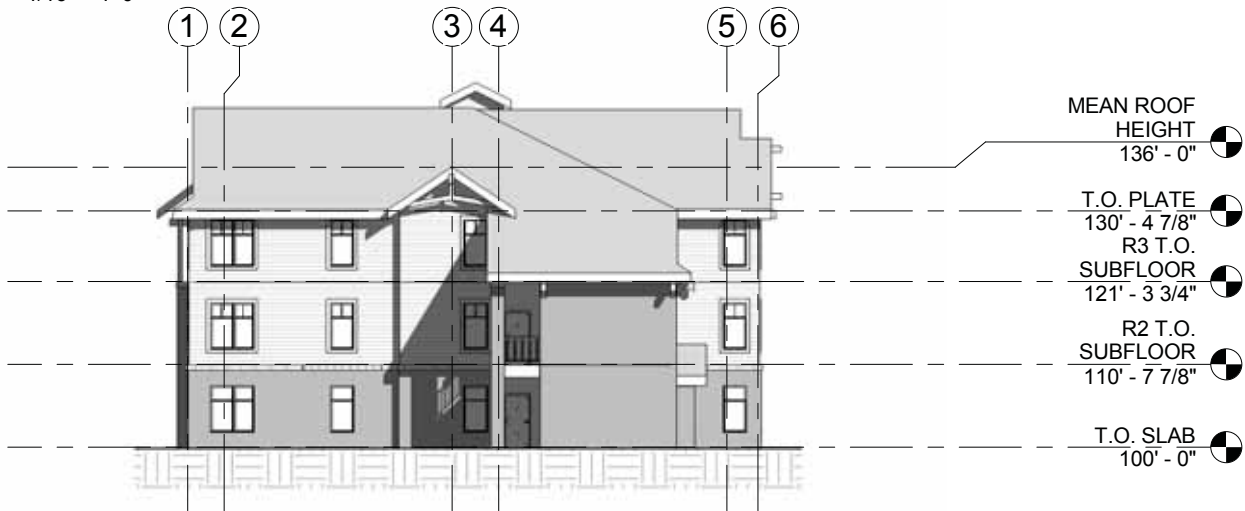
10/24/14

UNIT A3

1/4" = 1'-0"



② NORTH ELEVATION
1/16" = 1'-0"



① SOUTH ELEVATION
1/16" = 1'-0"

MEAN ROOF HEIGHT
136' - 0"

T.O. PLATE
130' - 4 7/8"
R3 T.O.

SUBFLOOR
121' - 3 3/4"

R2 T.O.
SUBFLOOR
110' - 7 7/8"

T.O. SLAB
100' - 0"

MEAN ROOF HEIGHT
136' - 0"

T.O. PLATE
130' - 4 7/8"
R3 T.O.

SUBFLOOR
121' - 3 3/4"

R2 T.O.
SUBFLOOR
110' - 7 7/8"

T.O. SLAB
100' - 0"



- MEAN ROOF HEIGHT 136' - 0"
- T.O. PLATE 130' - 4 7/8"
- R3 T.O. SUBFLOOR 121' - 3 3/4"
- R2 T.O. SUBFLOOR 110' - 7 7/8"
- T.O. SLAB 100' - 0"

② EAST ELEVATION
1/16" = 1'-0"



- MEAN ROOF HEIGHT 136' - 0"
- T.O. PLATE 130' - 4 7/8"
- R3 T.O. SUBFLOOR 121' - 3 3/4"
- R2 T.O. SUBFLOOR 110' - 7 7/8"
- T.O. SLAB 100' - 0"

① WEST ELEVATION
1/16" = 1'-0"

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PINEWOOD VILLAGE 2
10/24/14

ELEVATIONS
1/16" = 1'-0"

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Short Grass Seed Mix

Revegetate all disturbed areas on site.

Short-Dry Grass Seed Mix:

- Hard Fescue, VNS 30%
- Creeping Red Fescue, VNS 30%
- Sheep Fescue, Multistemmer 25%
- Canada Bluegrass, Robens 10%
- Carby Bluegrass, Canbar 5%

Sow @ 2 lbs/1000s.f.

Slopes over 3:1 shall be hayed and backfilled or seeded.

Wildflower Seed Mix

Summit County Sunny Wildflower Mix:

- | | | |
|---------------------------|---------------------------|-----------------|
| Bachelor Button, Dwarf | Lupine, Mountain Blue | Poppy, Shirley |
| California Bluebell | Mountain Phlox | Rocket Larkspur |
| Columbine, Dwarf | Penstemon, Firecracker | Shasta Daisy |
| Columbine, Mixed | Penstemon, Rocky Mountain | Snow-in-Summer |
| Columbine, Rocky Mountain | Penstemon, Wasatch | Snowwort |
| Flax Spot | Poppy, California | Sweet William |
| Flax, Blue | Poppy, Mixed California | Wallflower |
| Gaillardia/Ritinketflower | Poppy, Kelard | Wild Thyme |
| Indian Paintbrush | Poppy, Oriental | |

Native Grass Seed Mix

Native High Country Grass Seed Mix:

- | | |
|-----------------------|-----|
| Slender Wheatgrass | 15% |
| Bluebunch Wheatgrass | 15% |
| Sandberg Bluegrass | 10% |
| Indian Ricegrass | 10% |
| Idaho Fescue | 10% |
| Western Wheatgrass | 10% |
| Blue Wildrye | 10% |
| Rocky Mountain Fescue | 10% |
| Tuffed Hairgrass | 5% |
| Carby Bluegrass | 5% |

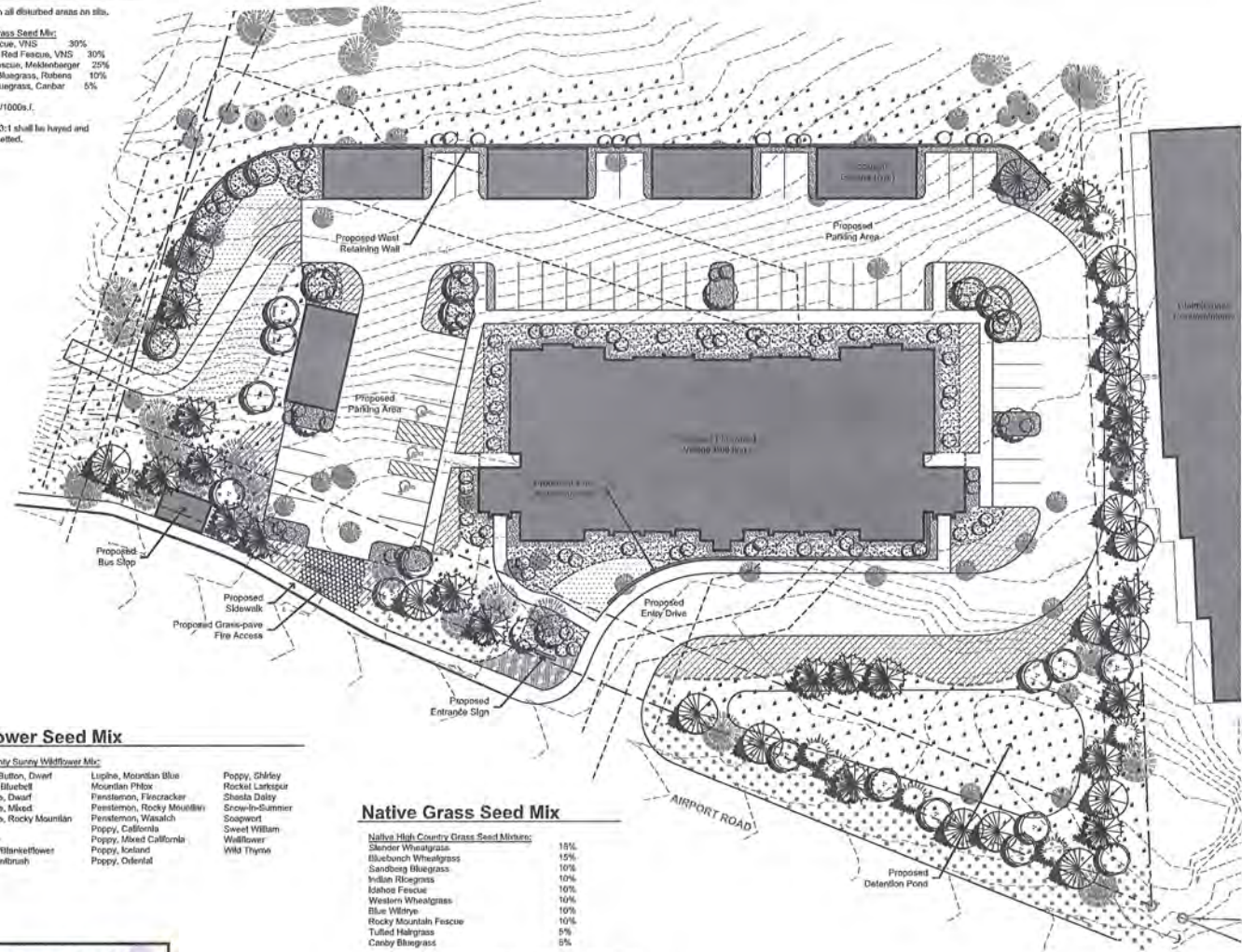
Revegetate all disturbed areas with Grass Seed Mix @ 2lbs/1000 s.f.
Slopes over 3:1 shall be hayed, backfilled, or seeded.

Landscape Legend

- Existing Evergreen Tree
- Existing Evergreen Tree (to be removed)
- (20) Proposed Engelmann Spruce Tree 6" Collected
- (17) Proposed Colorado Spruce Tree 7" Nursery Grown
- (10) Proposed Briscoe Pine Tree 6" Collected
- (24) Proposed Aspen Tree 1.5" Cal. (50% multi-stem)
- (5) Proposed Schubert Chokecherry Tree 1.5" Cal.
- (105) Proposed Shrub #5 Containers
- (322 sqft.) Proposed Perennial/Annuals 4" pots @ 18" O.C.
- (3,032 sqft.) Proposed Cobble over Fabric: 4"-6" Cobble
- (7,900 sqft.) Proposed Short Grass Seed
- (24,400 sqft.) Proposed Nivke Grass Seed
- (7,345 sqft.) Proposed Willow Seed
- (5,217 sqft.) Proposed Shredded Wood Mulch over Fabric
- (6,475 sqft.) Proposed Snow Storage Area
- (415 sqft.) Proposed Grass Pave Area
- Proposed Mow Line
- (532 ft/lin.) Proposed Steel Edger

Landscape Notes

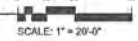
1. Install 6" depth of plant mix in perennial beds. Topsoil to be installed to a depth of 3" in all disturbed areas. All soil must be approved by Landscape Designer prior to installation.
2. Tree and shrub walks to be back filled with 50% native soil and 50% organic amendment.
3. Location of all trees shall be staked by Contractor and approved by the Landscape Designer prior to installation.
4. Shredded wood mulch will be used as a ground cover treatment in designated areas with weed barrier fabric. All shrub and tree planting beds shall receive medium shredded wood mulch 3" deep over weed barrier fabric. All perennial beds shall receive a minimum of 2" small nugget bark mulch.
5. All boulders over 1.5' in diameter uncovered during excavation will be stocked on site for use as landscape boulders as shown per plan. Final boulder placement to be approved by the Landscape Designer.
6. Locate all plant material to avoid snow shed, snow removal locations, sight lines, utility lines, fire hydrants, and easements.
7. Exact placement and shape of planting beds shall be reviewed by Landscape Designer prior to installation of irrigation drip tubing. Shrubs, in their pots, shall be placed for review by Landscape Designer.
8. Plant quantities symbolically shown on plan take precedence over written instructions. Align and place all trees and shrubs per these notes and drawings.
9. Edging to be 4" steel edging. Edging shall be tacked in place with 1 foot edging straps at each 10' section and once in the middle. Distance between straps shall not exceed 5'.
10. It is the contractor's responsibility to furnish plant material free of pests or disease. Pre-selected, "tagged" material must be inspected by the Landscape Designer prior to installation. The Contractor must certify that all plant material is free of pests and disease. The Contractor must warranty all plant materials for health and proper installation for a period of one year after installation per their contract.
- 11 All new trees and shrubs shall be drip irrigated upon installation. All perennial areas shall be spray irrigated. A permanent irrigation system is required.
- 12 All tree and shrub symbols used are reflective of plant size in 10-12 years.
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Preliminary Landscape Plan



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PINEWOOD VILLAGE 2
 Breckenridge, Colorado

Not for Construction
PRELIMINARY LANDSCAPE PLAN
 1" = 20'-0"
 CONCEPT 11/17/14
L 001